24-1235 **Agenda Date: 2/6/2025**

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Consideration of a Historical Preservation Agreement (Mills Act Contract) (PLN24-00465) for 1435 Lexington Street.

BACKGROUND

Property owners, Jonathan J. Ye and Jessica E. Chung, request a Historical Preservation Agreement (Mills Act Contract) (File No. PLN24-00465) for the property located at 1435 Lexington Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and the architectural integrity of the residential structure.

The subject property is a 7,920 square-foot lot located on the northwest side of Lexington Street between Madison Street and Jefferson Street. The residence was constructed in 1892 in the Queen Anne cottage style. The existing residence is a 3,357 square-foot, one and half-story house with four bedrooms and four bathrooms. The property has a detached two car- garage that was permitted and constructed in 1955. The property was altered in 2006 and 2013, with the interior remodeling of the basement, main floor, and attic space and the removal of a non-historical rear addition. The property has not been altered since the filing of the 2024 California Department of Parks and Recreation (DPR) forms.

The property owners submitted the requisite application, including a historic survey (DPR523A Form), a DPR523B Form, a Statement of Justification for the request, and a 10-Year Restoration and Maintenance Plan for evaluation of the proposed workplan to restore, rehabilitate, and maintain the property.

For Mills Act Contract requests, the Historical and Landmarks Commission (HLC) makes a recommendation to the City Council for their final determination. Approved contracts are executed between the City and the property owner and recorded with the County for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold.

DISCUSSION

A Department of Parks and Recreation (DPR) 523A Form was prepared by Brad Brewster of Brewster Historic Preservation on September 12, 2024, and the form assessed the historical significance of the property based on City (Santa Clara), State (California) and National Register

criteria. The evaluator found the structure at 1435 Lexington to be in overall excellent condition with high degree of architectural integrity except for minor alterations to the rear façade. The evaluator concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource and to convey the reason for its significance as a Historically Significant Property on the City's HRI.

The property owners submitted a Statement of Justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes exterior restoration of wood siding, painting, exterior lighting enhancements, and roofing repair. The property owners will obtain Significant Property Alteration permits for the work described in the Plan as required by the Historic Preservation Ordinance (Zoning Code Chapter 18.130).

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of Interior's Standards for Rehabilitation. The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

The Mills Act Program is exempt from CEQA environmental review requirements per CEQA Section 15061(b)(3). The activity is covered by the general rule that CEQA applies only to projects which have potential for causing a significant effect on the environment where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PUBLIC CONTACT

There is no requirement that Mills Act Contracts are publicly noticed.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend City Council approve of the City entering into a Mills Act Contract with the property owner, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 1435 Lexington Street.

Prepared by: Alex Tellez, Assistant Planner
Reviewed by: Rebecca Bustos, Principal Planner
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of Interior Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan
6. Draft Historic Property Preservation Agreement (Mills Act Contract)

LEGAL PROPERTY DESCRIPTION

Beginning at a point on the Northerly line of Lexington Street, distant thereon 60 feet Westerly from the point of intersection of the Northerly line of Lexington Street with the Westerly line of Madison Street; thence running Westerly and along the Northerly line of Lexington Street, 66 feet; thence running Northerly and parallel with the Westerly line of Madison Street, 120.50 feet; thence running Easterly and parallel with the Northerly line of Lexington Street 66 feet; thence Southerly and parallel with the Westerly line of Madison Street 120.50 feet to the point of beginning and being a portion of Lot 3 in Block 2 South, Range 5 West of the City of Santa Clara, according to the official map thereof of record in the Office of the County Recorder of the County of Santa Clara, State of California in Book “B” of Maps, Page 103.

State of California ☐ The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code Reviewer Date

Page 1 **of** 30 ***Resource Name or #:** (Assigned by recorder) 1435 Lexington Street
P1. Other Identifier:

***P2. Location:** ☐ **Not for Publication** ☐ **Unrestricted**
***a. County** Santa Clara **and** (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
***b. USGS 7.5' Quad** San Jose West **Date** 2015 photo revised **T** 7S ; **R** 1W ; unsectioned; Mt. Diablo **B.M.**
c. Address 1435 Lexington Street City Santa Clara Zip 95050
d. UTM: (Give more than one for large and/or linear resources) Zone __, _____ mE/ _____ mN
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate)
Assessor's Parcel Number; 269-26-023
North side of Lexington Street between Madison and Jefferson Streets

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
Located on the north side of Lexington Street, between Madison and Jefferson Streets in the historic "Old Quad" neighborhood of Santa Clara, the subject property at 1435 Lexington Street is a 1 ½-story, single family residence with a generally rectangular plan, a cross-gabled hipped roof with dormers clad in asphalt shingles, and is constructed of wood framing over a concrete perimeter foundation. (See Continuation Sheet, page 3)

***P3b. Resource Attributes:** (List attributes and codes) HP2 – Single Family Property

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

***P4. Resources Present:** X Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other

P5b. Description of Photo: (view, date, accession #) Front façade view north, 8/15/2024

***P6. Date Constructed/Age and Source:** X Historic ☐ Prehistoric ☐ Both
1892 per Assessor's Records and Sanborn Maps

***P7. Owner and Address:**
Jonathan J. Ye and Jessica E. Chung
1435 Lexington Street
Santa Clara, CA 95050

***P8. Recorded by:** (Name, affiliation, and address) Brad Brewster, Brewster Historic Preservation, 143 Pierce Street, San Francisco, CA 94117

***P9. Date Recorded:** 9/12/2024

***P10. Survey Type:** (Describe)
Intensive

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.")
None

***Attachments:** ☐NONE XLocation Map XContinuation Sheet XBuilding, Structure, and Object Record
☐Archaeological Record ☐District Record ☐Linear Feature Record ☐Milling Station Record ☐Rock Art Record
☐Artifact Record ☐Photograph Record ☐ Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

***Resource Name or #** (Assigned by recorder) 1435 Lexington Street ***NRHP Status Code** N/A

B1. Historic Name: None B2.
Common Name: None B3.
Original Use: Single-family residential B4. Present Use: Same
***B5. Architectural Style:** Queen Anne Cottage
***B6. Construction History:** (Construction date, alterations, and date of alterations)
The residence was constructed in 1892 with alterations in between 2006 and 2013, which remodeled the interiors of the basement level, main floor, and attic space, removed a later non-historic rear addition and rebuilt the rear porch, reconstructed a sunporch on the east side, added two dormers on the west and north sides of the roof, and retained and preserved the majority of the front elevation details with the exception of some window replacements.

***B7. Moved?** ☐No ☐Yes ☐Unknown **Date:** _____ **Original Location:** _____ ***B8. Rela**

Two-car garage at rear of property, built 1955 and remodeled 2013

B9a. Architect: Unknown b. Builder: Unknown
***B10. Significance: Theme** Architecture **Area** Santa Clara Old Quad

Period of Significance 1892 - 1941 **Property Type** Residential **Applicable Criteria** None
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)
The parcel located at 1435 Lexington Street is a portion of a larger parcel that had originally been identified as Block 1 North, Range V West, of the original survey of the City of Santa Clara, completed in July 1866 by J.J. Bowen and recorded on August 22 of that same year. This is the survey that forms the basis for the part of Santa Clara known as the "Old Quad." At that time the eastern half of the block including the area that was to become the subject property was owned by "J.R.L." and was undeveloped. Santa Clara County deed books identify that a portion of the subject block that was to become the subject lot was property changed hands many times in the following years, and was owned consecutively by Jacob Allen (physician) and his wife, Abigail Allen, George M. Schuck (professor of music at University of the Pacific), and Zenus Sykes (farm laborer). (See Continuation Sheet, Page 16)

B11. Additional Resource Attributes: (List attributes and codes) HP2- Single-Family Property
***B12. References:**

See References on Continuation Sheet Page 27

B13. Remarks:

***B14. Evaluator:** Brad Brewster
***Date of Evaluation:** September 12, 2024

(This space reserved for official comments.)

(Sketch Map with north arrow required.)

Continued from P3a. Description, on Page 1

Built in 1892, the house was designed in the Queen Anne cottage style of architecture, which was a popular style of residential architecture in the United States between 1880 and 1910. See discussion of the Queen Anne cottage style, below.

This house has a prominent front-facing gable on its southern elevation which is slightly curved or 'belled' at the bottom, and whose front and sides meet in a perfect seam. A similar gable projects from the east side. The roof pitch varies from high to medium and the roof on this residence has a high roof pitch. Composition shingles sheathe the various roof planes. The roof planes are further distinguished by molded cornices, gable returns, and moderately projecting boxed eaves. Photos of all elevations are provided in Figure 1 through 11 on the following pages.

The building sits on a raised basement about 4 feet high, elevating the first-floor living space of the house. This first-floor living space is delineated from the basement below through the use of a horizontal water table which runs around the periphery of the house. The house is clad in wide horizontal wood siding both above and below the water table. Under the cornice lies a fascia board trimmed with molding that also wraps around the periphery of the house. Vertical corner boards finish the wall ends. Both the front and side gable faces are sheathed with octagon shingles. A full-height angled bay projects from the front (south) facade and from the side (east) elevation of the house. The front angled bay features carved corner brackets and pendants set into either angled side of the bay. Projecting over a window set in an angled wall that connects the walls of the front facade and west side-elevation is a feature attached under the fascia, which consists of a spindlework frieze and a drop pendant and carved brackets, identical to brackets and pendants found over the cut-away windows found on the front angled bay.

Also located on the front (south) elevation is a front porch rectangular in plan and elevated about 4 feet from the ground level. lt has a low hipped roof, which is supported by turned posts with carved brackets. One full turned post is set at each open end of the porch and a partial turned post is located where the roof projects from the house walls. The porch is ornamented with a decorative block frieze, located between the posts and above the carved brackets on its front and (west) sides. Wood frame stairs with wood railings and turned newel posts reach the front porch from the front yard below. The stairs are centered on the front door, which consists of an original wood framed, four-panel solid wood door with a single inset pane of glass and original brass hardware. A fixed, single-pane transom window is located directly above the front door.

The windows found on the front bay on the main floor of the front (south) elevation are wood frame with double-hung sashes and one-over-one lites on the side angled bays, with a wood frame fixed sash single-lite window with a smaller fixed transom at the center of the bay. The angled side bay windows have original wavy glass panes, while central windows appears to have clear replacement glazing.

Figure 1. Primary, south-facing (front) elevation.

Figure 2. South (front) and partial east (side) elevations

Figure 3. Partial south (front) and west (side) elevations

Figures 4 and 5. Partial west (side) elevations showing lower unit entry roof detail (on left)

Figure 6. North (rear) elevation and partial west (side) elevation

Figure 6. North (rear) elevation

Figure 7. East (side) elevation

Figures 8 and 9. Detail views on east (side) elevations showing gable end fenestration and side entry

Figure 10. Two-car garage in northwest corner of subject lot looking northwest

Figure 11. View of rear yard with modern shed looking northeast

Located on the east side of the front elevation is a wood frame fixed sash window with 4-over-4 lites that is a recent replacement unit installed as part of a recently reconstructed sun porch. A single wood framed window with an awning sash and a single pane of glass is located on the basement level of the front (south) elevation, centered directly beneath the primary window bay. Centered on the front-facing gable on the second floor is a small, arched, Palladian-style window with a wood frame casement sash flanked by louvered wood attic vents.

The west (side) elevation features a newer side entry to the basement-level apartment. The entry has a steeply-pitched gable roof clad in asphalt shingles supported by two square, wood columns which shelter brick steps with a brick landing that lead to the side door, which itself consists of a solid wood frame door with two-over-four lites. Other fenestration located on the basement level of this side elevation consist of four wood framed windows with an awning sashes and a single panes of glass; all of which are newer or replacement units. Located at the southwest corner of the main floor and set into an angled bay is a single wood frame window with double-hung sashes and one-over-one lites, with carved corner brackets and pendants set into either angled side of the bay, identical those found on the front window bay. This corner window appears to have original wavy glass. Three additional wood frame double-hung sash windows with one-over-one lites can be found on this

side elevation as well; all appear to be newer/replacements. Located within a gabled dormer on the second floor and is a wood framed casement window with one-over-one lites. The dormer and the window within it is a later installation.

The rear (north) elevation features a reconstructed former rear porch that is rectangular in plan, 1.5 stories in height, has a hipped roof clad in asphalt shingles, and horizontal wood siding matching the front and sides of the house. Fenestration on this rear elevation include three wood frame double-hung sash windows with one-over-one lites, and one solid wood paneled door; all are newer/replacements. The rear door leads out to a small wood frame deck with wood railings and wood stairs which provide direct access to the rear yard. Located within a hipped dormer on the second floor of this rear elevation is a wood framed casement window with one-over-one lites. This dormer, and the one on the east side elevation, are later installations.

The east (side) elevation features a prominent side-facing gable which is nearly identical in shape and materials as the one found on the front elevation, with a curved or 'belled' shape clad in octagon shingles and a circular 'porthole' window with an awning-style operation. Centered beneath the prominent gable is large, wood frame window with double-hung sashes and one-over-one lites, flanked by two smaller wood frame windows with double-hung sashes and fixed transoms above. Each transom window consist of fixed, textured glazing with a purple hue that are partially covered by decorative fan motifs rendered in carved wood. Other fenestration on this side elevation consist of a single wood frame fixed-sash window with four-over-four lites which are part of the reconstructed sunroom/side porch, a wood framed side door with two-over-four panes which provides access from the sunroom/side porch to the side yard, and a pair of wood frame double-hung windows with three-over-one lights. At the basement level are three wood framed windows with an awning sashes and a single panes of glass. All of the fenestration on this side elevation save for those found beneath the side gable are newer or replacement units. This east (side) elevation also contains a newer wood frame set of stairs, railing, and decking that provides access from the side door to the side yard below.

Located in the northeast corner of the property is a two-car garage with a square in plan and a shallow-angle front gable roof clad in asphalt shingles with enclosed eaves. Constructed of wood framing over a concrete slab foundation, the garage features horizontal wood siding and wood trim similar to that found on the house. Two wood frame sliding doors hang from metal tracks on the primary, south-facing elevation of the garage. A fixed, circular 'porthole' window is centered near the peak of the gable end of the garage. Other fenestration located on the east elevation of the garage consist of two vinyl frame double-hung windows with 'snap-on' grids and a

single vinyl frame pedestrian door; all of which appear to be newer/replacement units. The garage itself is

Decorative landscaping is primarily found on the front (south) side of the house, consisting of two ornamental Japanese maples and a series of rose bushes and other flowering shrubs set in a bed of redwood bark. A concrete path leads straight from a gate in the picket wood fence to the front steps. This path intersects with a curvilinear concrete path that provides access to the east side yard. A low picket fence encloses the front yard and runs along the sidewalk parallel to Lexington Street. A redwood fence with a gate can be found on the east side of the yard. Other landscaping can be found along the east side yard, consisting of two mature fruit trees, rose bushes set in redwood bark along the east side redwood fence, and a concrete and flagstone patio. All of the front and east (side) yard landscape and hardscape materials appear to have been installed in the last year. The rear yard consists primarily of disturbed earth and weeds. A small, modern wood framed storage shed with a shed roof is located in the extreme northeast corner of the rear yard. The west side yard consists primarily of a graveled driveway with concrete curbs that lead to from the front sidewalk to the garage at the rear of the property. A newer redwood fence with a wide, vehicular double-door entry gate is attached to the west (side) elevation of the house and provides separation from the front and rear yards.

Visible Alterations

Visible alterations as well as those identified through building permit research are primarily restricted to the building's fenestration rather than its plan or materials. Newer replacement windows include all basement-level awning sash windows, the wood frame four-over-four lite windows on the south and east corner of the building in the location of the reconstructed sunroom/side porch, two windows on the side (east) elevation, and all fenestration on the rear (north) elevation. The dormers on the west and north elevations of the roof are newer installations, as are the casement windows contained within them. The entry to the basement-level apartment on the west (side) elevation, including the gable roof, brick steps, and entry door, are all newer construction. The former rear porch has been enclosed reconstructed in the same form and dimensions as the original rear porch, and a newer rear deck and staircase is attached to the north elevation of the (former) rear porch. The two-car garage in the northwest corner of the lot is a later (1955) construction with more recent alterations to its siding, roofing, and fenestration.

Queen Anne Cottage Style of Architecture

According to Virginia McAlester's Field Guide to American Houses (2013), the Queen Anne style (1880-1910), was a transitional style that linked the

preceding Stick (1860-1890) with the subsequent Colonial Revival, which supplanted it after about 1910. Larger two-and-three-story versions were simply referred to as 'Queen Anne,' while smaller one and one-and-a-half-story houses were called 'Queen Anne Cottages.' The style owed its popularity to the public's enthusiastic embrace and the pattern books and mail order house plans that allowed them to build a Queen Anne House. The style started in the east, where it was more restrained, then moved southward and westward, increasing its dominance with California having some of the most elaborate examples. The Queen Anne style uses wall surfaces as primary decorative elements. ln order to avoid plain flat walls this style used bays, towers, overhangs and wall projections and to avoid flat walt surfaces, differing wall textures were the hallmark of Queen Anne houses. These include the use of patterned shingles, spindlework, cutwork and Eastlake decorative detailing. One of the characteristics of the Queen Anne style's subtype is identified as "Hipped Roof With Lower Cross Gables" or cross-gabled hipped roof. The roof planes are further distinguished by molded cornices, gable returns, and moderately projecting boxed eaves.[1]

Neighborhood Description

The subject property is located in the 'Old Quad' neighborhood of central Santa Clara, consisting exclusively of one- and two-story, single-family residences built between approximately 1890 and 1938, and designed in a wide variety of architectural styles that were popular during that period. Seven of these residences, including the subject building, are listed on the Santa Clara Historic Resources Inventory (HRI), and four have Mills Act (MA) contracts on them. **Figures 12** through **18** on the following pages show the residences on the north and south sides of Lexington Street between Madison and Jefferson Streets.

[1] Virginia McAlester, *Field Guide to American Houses*, updated 2013.

Figure 12. 1409 Lexington Street immediately east of subject property. Queen Anne Cottage built 1895 (HRI and MA).

Figure 13. 1451 Lexington Street immediately west of subject property. Craftsman style built c.1915 (HRI and MA).

Figure 14. 1467 Lexington Street west of subject property. Queen Anne Cottage built 1900 (HRI).

Figure 15. 1491 Lexington Street. Gothic Revival/Italianate built 1880 (HRI and MA)

Figure 16. 1464 Lexington Street (left), Vernacular Queen Anne style built 1900 (HRI and MA), and 1490 Lexington Street (right), Vernacular built c.1900

Figure 17. 1458 Lexington Street, (on left), Pioneer style built 1895 (HRI).

Figure 17. 1420 Lexington Street (left) Bungalow built c. 1938 (MA), and 1438 Lexington Street (right), Altered built 1920.

Figure 18. 1410 Lexington Street, Bungalow built 1937 (MA).

Continued from B10. Significance, on Page 2

The 1891 Sanborn Fire Insurance Company Map provides a snapshot of development on the subject block at that time (see **Figure 19** on page 21). By this time, the subject block had been divided from two large parcels into six smaller parcels. The parcel upon which the subject building would be constructed near the southeast corner of the block remained undeveloped at this time, while only two dwellings existed near the center of the block on Lexington Street (1467 Lexington), and at the southwest corner of the block (1491 Lexington). A Baptist Church also on the northeast corner of the block, along with various outbuildings and sheds.

As shown on the December 1893 Map of the Town of Santa Clara, drawn by C. E. Moore, the City Surveyor, the subject block had been subdivided from six into 12 parcels, including the subject parcel at 1435 Lexington Street (see **Figure 20** on page 21). By this time the subject lot was owned by E. M. (Ella M.) Adams, who also owned the adjacent lot to the west. Her mother-in-law, Mrs. R. (Ruth) A. Adams, owned the lot immediately west of that at 1451 Lexington Street.

Given the Assessor's construction date of 1892, it appears that the subject property was built one year after the 1891 Sanborn map was published, and one year prior to when the 1893 Map of the Town of Santa Clara was published.

Ella M. (Kifer) Adams was born in California in 1869, married Asahel L. Adams (1862 – 1948) in 1891, and had two children, Irma and Lawrence, both of whom were born in California. Asahel Adams was born in Canada in 1862 and emigrated to the United States in 1886. The 1900 US census identified him as a carpenter, while his wife, Ella was 'keeping house.' Mrs. Ruth A. Adams, was born in 1833 in Canada, emigrated to the United States in 1890, and died in 1906. The 1900 US Census identified Asahel and Ella Adams and their two children, Irma and Lawrence, as residing at 1435 Lexington Street, while their mother/mother-in-law, Ruth A. Adams, along with four boarders, resided next door at 1451 Lexington.

In 1899, the subject property was transferred from Ella Adams to her husband, Asahel Adams.[2] Given his trade as a carpenter, it is possible, but not conclusive, that Asahel Adams designed and built the subject property in 1892.[3]

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[2] "E.M Adams to A. L. Adams, Lot 2, Spear Estate," *Evening News*, December 21, 1899.

[3] A review of historic articles in the *San Jose Mercury News* and *Evening News* available at Newsbank.com identified "A.L. Adams'" involvement in about two dozen real estate transactions and building contracts in Santa Clara between approximately 1890 and 1916, including one cottage he built at the corner of Franklin and Jefferson

By 1901, the Adams family had moved two blocks away to 1417 Franklin Street and rented the subject property to two gentlemen, Thomas N. Austin (physician) and Sherman D. Mann, according to the 1901 Santa Clara directory. The Adams family continued to own the subject property while renting it out through the early years of the 1900s. According to the 1910 US Census, another family was residing at the subject property; John M. Taylor (stickerman, lumber company), his wife, Ella Taylor, and their two teenage daughters.

In 1915 the subject property was sold to Fred McVay who was a cabinetmaker for the Pacific Manufacturing Company. A snapshot of the configuration of the subject lot and block during McVay's tenure is shown in the 1915 Sanborn Fire Insurance Company Map (see **Figure 21** on page 22). McVay resided in the property in 1915, after which he rented it to Nathaniel Anthony Wall in 1917 and 1918.

The property was sold in 1919 to Ida Coyle Kersell, who was the widow of Adam C. Kersell, a Canadian-born 'orchardist' who had died 6 years prior in 1913. Adam Kersell's older brother, James Kersell, and his wife Ida (Beattie) Kersell, had been living a block away at 1059 Madison Street since about 1900, and it appears likely that Ida and Adam Kersell had known about the subject property and may have wanted to move into a similar home near their brother/brother-in-law when one became available for sale. The Kersell couple had three daughters during their marriage, Leslie, Bernice, and Doris, all of whom were born in California. Ida Kersell worked as a public school teacher in Santa Clara for much of her adult life, and owned and occupied the subject property along with her daughters for the next several decades until her death in 1954. A snapshot of the configuration of the subject lot and block during Ida Kersell's tenure in 1950 is shown in **Figure 22**, Sanborn Fire Insurance Company Map, on page 22. The maps in Figures 21 and 22 indicate that very little had changed on the subject block or lot between 1915 and 1950.

The subject property was sold in 1955 to Anthony (Tony) B. and Patricia Lima. The Lima family lived on Butte Street in Santa Clara while renting out the property to James M. and Lucia Badgett between 1955 and 1956. Tony Lima was born in 1920 in Massachusetts to parents of Portuguese heritage. Both he and Patricia worked at Santa Clara University; he as a janitor and laundryman, and she as a records clerk. They had one daughter, Mary K. Lima, who was born in California in 1949. The family occupied the subject property from 1957 to

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streets built in 1909 ("Dr. George W. Fowler and family moved into a cottage recently erected by A.L. Adams on Franklin Street near Jefferson Street," *San Jose Mercury News*, January 31, 1909).

1963. In 1955, a permit was granted from the City of Santa Clara to erect a two-car garage in the northwest corner of the property at a cost of $600.[4]

In 1964, the subject property was sold to two gentlemen, Joseph M Gagliardi (Vice President of Gagliardi Bros Corporation, an industrial development, real estate, insurance company) and Manuel. E. Parise (salesman for Gagliardi Bros.). These gentlemen lived elsewhere in Santa Clara while renting out the subject property to a variety of tenants over the next several years. Tenants at the subject property in the mid-1960s included Benjamin O. Ramirez, and Robert and Faye Samyoma; Robert Samoya was occupied as a construction worker. In the late 1960s through the early 1970s, tenants who occupied the subject property included John and Pearl Hurtado; John worked as a machinist for FMC. From the mid-1970s to the early 1980s, the property was occupied by Francis M. Payne, Max Kernaghan, and Charles A. Trujillo, whose occupations are unknown. Two electrical permits were pulled during this period, one in 1965 for a change in electrical service, and another in 1978 to install new electric outlets and switches.[5] The subject property was unlisted in Santa Clara directories and therefore presumed unoccupied for about 5 years, from the mid-1980s to the early 1990s.

In 1991, the subject property was sold to Ramon C. and Antonia R. Lopez. Ramon Lopez was born in Mexico in 1899, arrived in the United States in 1915, and married Antonia Robles in 1930. The couple had two children during their marriage; Roy and Mary Lopez, both of whom were born in California. Ramon initially worked as a farm hand in Santa Clara County, but was retired by the time he and Antonia purchased the subject property. Ramon Lopez died in 1992 at the age of 92, after which Antonia occupied the subject property with Francisco Trujillo until her death in 2005. Prior to the time of her death, however, the property had been transferred to the Ramon C. and Antonia R. Lopez Trust (Roy Lopez and Mary J. [Lopez] Nieto, trustees).

The subject property was sold in 2006 to Joseph & Linh Stefan, who owned and occupied the residence along with their son, Vincent, for the next 17 years. During their tenure, the Stefans made a number of physical alterations to the property between 2006 and 2013. In 2006, a permit was granted to remove interior plaster and fixtures. In 2007, a permit was granted to remodel the interior including demolition and construction of walls, reconfigure the closet, pantry, kitchen and bath, install a gas fireplace, and rewire the entire house, while reinforcing the ceiling and floor joists. And in 2008, a

[4] City of Santa Clara Building Permit #BLD1955-9150, "Erect Garage, Group J, $600," February 14, 1955. Available at the City of Santa Clara Permit Portal. This is the earliest permit available for the subject property.
[5] City of Santa Clara Building Permit #BLD2006-11861, "Demo & Add (N) Walls, etc.," December 26, 2006, #BLD2008-16012, "975 St Ft Residential Addition to Convert (E) Basement to (N) Habitable Space, etc.," January 31, 2008, and #BLD2013, "835 Sq Ft Residential Addition to Convert Attic to (N) Office, Rec Room & Two Bedrooms, etc.," July 1, 2013. Available at the City of Santa Clara Permitting Online Portal.

permit was granted to convert the basement to 975 square feet of habitable space including a family room, bath, and utilities. This is likely when the gable roof covering a revised basement-level entry was installed on the west elevation. Finally in 2013, a permit was granted to convert the attic into an office, recreation room, and two bedrooms. This permit also granted demolition and reconstruction of the deteriorated sun room on the west elevation in the same size and profile as the original, and installing new sliding double doors to the garage, as well as plumbing and electrical service to that building. [6] A review of building plans and associated permit information available for this latter remodeling effort also indicated that the following exterior changes were also made; the replacement of the Palladian-style window in the primary south (front) gable end where the window sash had been missing, construction of two new dormers on the roof; one on the west side and one on the north (rear) elevation, including re-roofing the entire roof with asphalt shingles, the removal of a dilapidated and non-original rear addition and reconstruction/remodeling of the former rear porch, including new siding and installation of two new windows and a door on the rear elevation, and construction of the rear deck and stairs.[7]

In 2020, the lower level was rented as a separate residential unit to Jill Hirsch and Jake Fontaine, and in mid-2023, the landscaping on the front and sides of the property were installed, including a new gravel driveway on the west (side) of the property.[8]

In 2023, the subject property was sold to the current owner-occupants, Jonathan J. Ye and Jessica E Chung.

[6] City of Santa Clara Building Permit #BLD1965-21644, "Change Service," July 21, 1965, and #BLD1978-41378 "2 outlets, 2 switches, 20 receptacles, etc." December 26, 1978. Available at the City of Santa Clara Permitting Online Portal.

[7] Joseph, Linh, & Vincent Stefan, *Project Scope Addendum: Sunroom & Attic Remodel, 1435 Lexington St, Parcel #269-26-023*, May 5, 2013.

[8] Building plans and associated information to the researcher by the current owners of the property that were included as part of the disclosure package for its sale in late 2023.

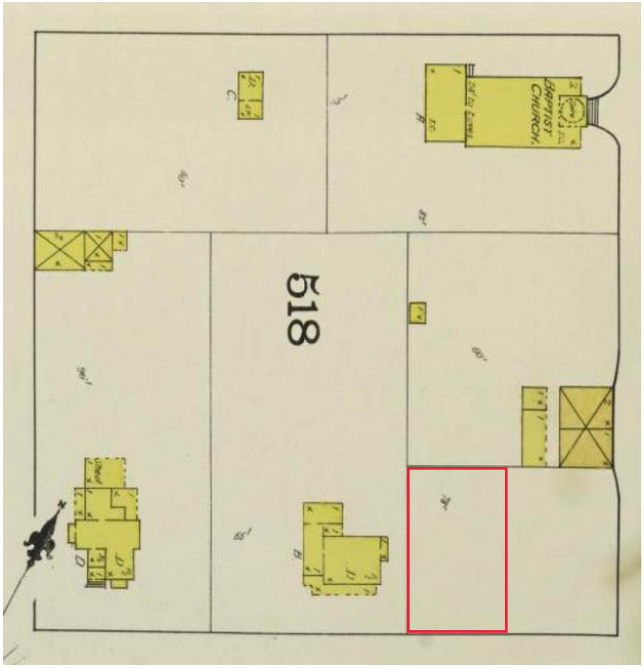

Figure 19. Sanborn Fire Insurance Company Map, 1891. Subject property highlighted.

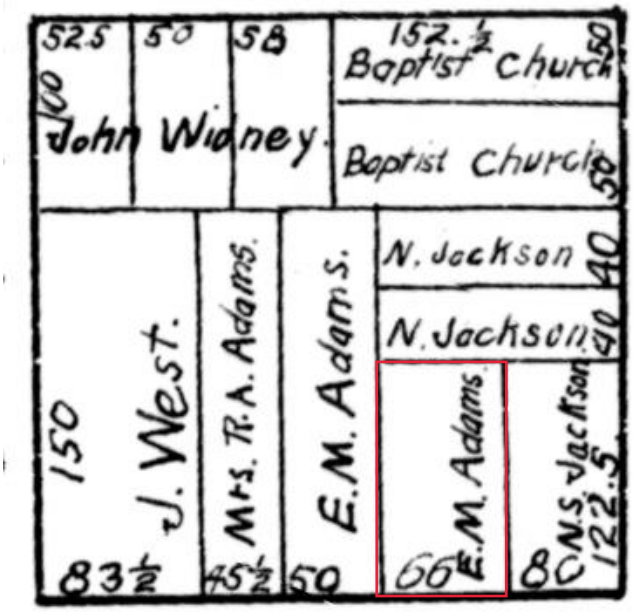

Figure 20. C.E. Moore, Surveyor, Map of the Town of Santa Clara, 1893. Subject property highlighted.

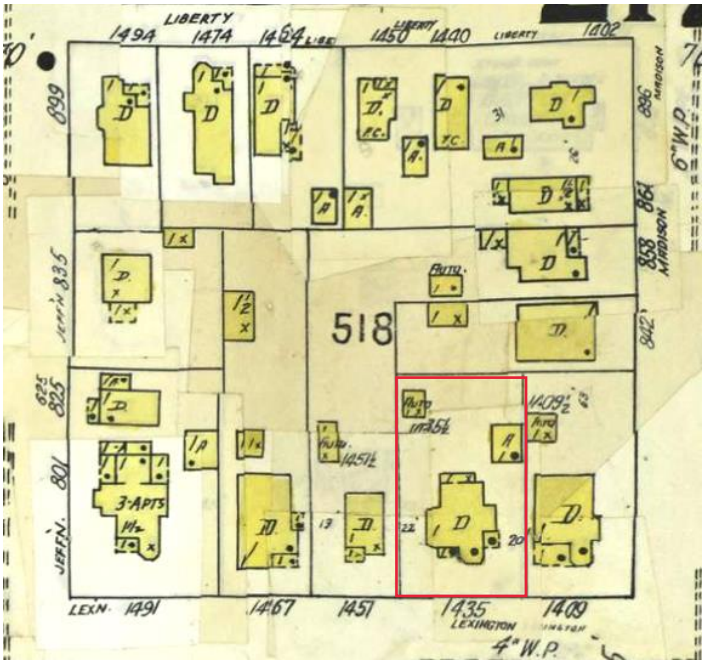

Figure 21. Sanborn Fire Insurance Company Map, 1915. Subject property highlighted.

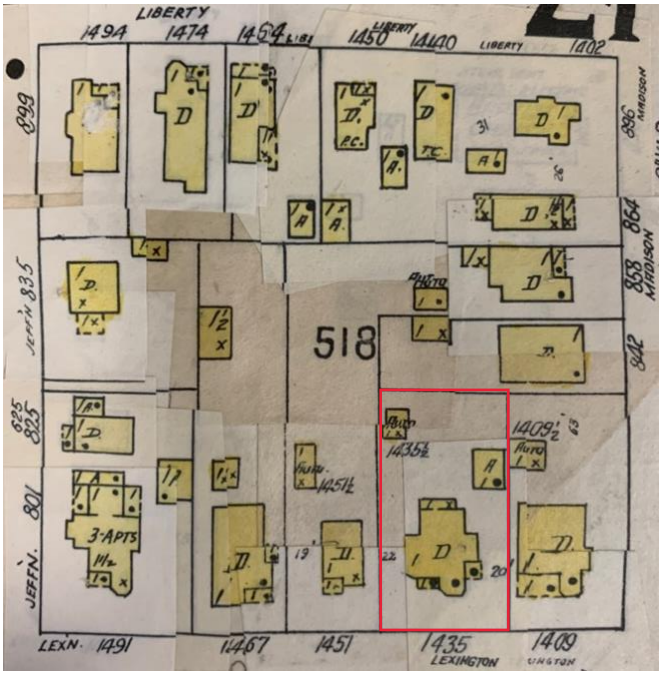

Figure 22. Sanborn Fire Insurance Company Map, 1950. Subject property highlighted.

Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

Age Requirement.

Constructed in 1892, the subject property at 1435 Lexington Street is over 50 years old and thus meets the age requirement.

Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity. These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

The subject property at 1435 Lexington Street has a high degree of architectural integrity which has only been slightly reduced by the changes which were made between 2006 and 2013, including the installation of two new roof dormers, the gable roof covering the west side basement-level entry, the reconstructed rear porch, and the reconstructed sunroom on the southwest corner of the building. Most of these changes are not visible or only minimally visible from the front façade of the building, and would be considered compatible alterations when they were completed. Overall, the most significant of the visual and character defining features of this Queen Anne cottage have been preserved and retained. The property retains its original location, and the property is well maintained. The historical use of the building is unchanged and it remains a single-family home, although now with a separate residential unit at the basement level. The subject property is located within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate streetscape of the block retains qualities that reflect the period in which the house was constructed. The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).

National Register of Historic Places Criteria

Research revealed no events associated with the subject property at 1435 Lexington Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had multiple owners and occupants over the 132 years of its existence, and none appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the subject property at 1435 Lexington Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although slightly altered, all of the character-defining features of its original 1892 construction as a Queen Anne cottage architectural style remain, including its rectangular plan and hipped roof with lower cross gables; an angled front bay; its spindlework detailing including the octagon shingles used to sheathe the front and side gable faces; cut-away windows with carved corner brackets; a frieze consisting of Eastlake decorative blocks across the offset partial width front porch and the turned posts which support the porch roof. As such, the subject property at 1435 Lexington Street is considered to "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction." Therefore, it appears that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are similar to, and consistent with, with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events), California Register Criterion 2 is the equivalent of National Register Criterion B (persons), and California Register Criterion 3 is the equivalent of National Register Criterion C (architecture). Similar to the evaluation for the National Register criteria described above, research revealed no historic events associated with the subject property, or associations with the lives of persons who substantially contributed to national, state, or local history. Persons who owned or occupied the subject property for the first 65 years of its existence came from a variety of backgrounds and held a wide variety of occupations, including a carpenter/builder, a physician, a cabinetmaker, a lumberman, and a public school teacher. Later owners and occupants in the last 65 years were also involved in a variety of occupations, such as sanitation and laundry, a clerk, a construction worker,

and a machinist, or were retirees. For these reasons, the subject property does not appear to be eligible for the California Register on a local level based on Criterion 1 and Criterion 2.

Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. The subject residence was originally constructed in 1892 as a Queen Anne cottage in the subtype identified as "Hipped Roof With Lower Cross Gables" and Decorative Detailing subtype identified as "Spindlework" of the Queen Anne architectural style. The Queen Anne architectural style, which became a dominant style in California, is associated with the period from the mid-1880s thru the first decade of 1900s. The property is an excellent example of a "Queen Anne cottage" and is characterized by being a one-story home with a hipped roof with lower cross gables, front facing full-height angled bay, cut-away windows with carved brackets and pendants, spindlework detailing, partial-width front porch which project from the main body of the house and features a decorative blocks frieze and turned columns, a rectangular plan, horizontal wood cladding, and double-hung windows with wide flat trim. Although the property has been slightly altered, the most significant of the character-defining features of its original construction remain. Therefore, it the property appears to achieve the level of significance necessary to be individually eligible for the California Register under Criterion 3.

City of Santa Clara Criteria for Local Significance

City of Santa Clara adopted Criteria for Local Significance in 2004. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible to be a "Qualified Historic Resource."

Criteria for Historical or Cultural Significance:

To be historically or culturally significant a property must meet at least one of the following Criteria for Local Significance:

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.

Built in 1892 in Santa Clara's "Old Quad" neighborhood and on a residential block that primarily developed in the late 19th Century, the subject property at 1435 Lexington Street was also near the San Jose and Santa Clara Trolley line which ran along Franklin Street which provided easy access to residents whose employment was in Santa Clara's "downtown"

business district. For these reasons the building is directly associated with the broad patterns of local area history including development and settlement patterns, and along early transportation routes.

The subject property meets Criteria 5 for Historical or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria 1 through 4 for Historical or Cultural Significance.

Criteria for Architectural Significance:

To-be architecturally significant a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group

The Queen Anne architectural style was thought to be introduced to the Bay Area in 1883 when the issue of "California Architect and Building News" was published. This new style marked a strong departure from the vertical Italianate and Stick- style houses that had been constructed all over the region. The Queen Anne house is a mixture of asymmetrical shapes, volumes, and textures with a picturesque composition of merging rooflines, with distinctively decorative detailing that avoids flat, plain, walls. Constructed in 1892 and trimmed with spindlework, cut-work, Eastlake decoration and windows with cut-away corners and pendants, the residence at 1435 Lexington Street is an excellent example of the small one-story Queen Anne dwelling, commonly called a Queen Anne cottage.

2. The property is identified with a particular architect, master builder, or craftsman.

The subject property at 1435 Lexington Street was designed and built in 1892 by an architect or builder that are unknown. Although possible, but not conclusive, the property may have been designed and built by Asahel L. Adams, the husband of the first owner of the house, Ella M. [Kifer] Adams. Adams was a carpenter/house builder by trade, and research revealed that "A.L. Adams" was involved in about two dozen real estate transactions and building contracts in Santa Clara between approximately 1890 and 1916, including one cottage he built at the corner of Franklin and Jefferson streets in 1909. Adams would have been considered a relatively small-scale designer/builder in Santa Clara, rather than a well-known master builder or craftsman. For these reasons, the subject property is not known to be identified with a particular architect, master builder, or craftsman.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

The Queen Anne architectural style used several devices to avoid a smooth wall appearance, including patterned shingles and elaborate ornamentation using variety of millwork made possible by the development of machine lathes. The Queen Anne cottage at 1435 Lexington Street is a more elaborate example of this than most of Santa Clara's Queen Anne cottages, with its angled front bay with cut-away windows, the front and side gable walls that are slightly curved or 'belled' at the bottom, and other angled walls in the main body of the house. While most of the Queen Anne homes in Santa Clara applied fish scale shingles, this home displays the use of octagon shingles, which are more rarely found. It also displays a prodigious amount of spindlework, Eastlake, and cutwork ornamentation along with elaborate carved moldings which make this home a notable example of the style with special aesthetic attributes.

The subject property meets Criterion 1 and 7 for Architectural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Architectural Significance 2, 3, 4, 5, or 6.

Criteria for Geographic Significance:

To be geographically significant a property must meet at least one of the following criteria:

No.1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

The subject property is located in the area of the "Old Quad" that developed into a relatively well-to-do residential area in the late 19th Century primarily due to its close proximity to Santa Clara's "Downtown" and easy access to early transportation links such as the San Jose and Santa Clara Trolley line which ran down Franklin Street. For these reasons, the residence at 1435 Lexington Street is one of those residential properties that reflects the neighborhood's role in the broad patterns of Santa Clara's early development.

No. 2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

Built in 1892 as a Queen Anne cottage, the subject property at 1435 Lexington Street remains as an excellent example of the 1 and 1 ½ storied Queen Anne architectural style homes built in this Santa Clara neighborhood in the late 19th Century and is important to the integrity of the historic area in which it is located. By the Turn of the 20th Century, other Queen Anne homes had been constructed on the subject property block, including the adjacent house to the east at 1409 Lexington Street, a house to the west at 1467 Lexington Street, and at least four houses on the 1000 Madison Street block, all of

which account for a continuity of the building styles in the surrounding neighborhood. Many of these homes on Lexington and Madison streets are on the City of Santa Clara's list of Architecturally and/or Historically Significant Properties. The subject property is compatible with its adjacent buildings, as well as those across Lexington Street, which are all 1-, 1 ½,- and 2-story, single-family residences built between approximately 1890 and 1938, and designed in a variety of architectural styles that were popular during that period.

The subject property meets Criterion 1 and 2 for Geographic Significance, of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Geographic Significance 3 or 4.

Criteria for Archaeological Significance:

Although an evaluation of archaeological significance is beyond the scope of this examination, research revealed no known or unknown prehistoric or historic archaeological resources in the vicinity of the subject property. As such, it would not be archaeologically significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

Conclusions and Recommendations

The subject property at 1435 Lexington Street is currently on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update to the Historic Resources Inventory for the City of Santa Clara, prepared on of the October 28, 1980, the property at 1435 Lexington Street is an excellent example of the Queen Anne cottage subtype of the Queen Anne architectural style and has undergone only minimal alteration since the time of its designation as a Historically Significant Property for the City of Santa Clara, thereby retaining sufficient integrity to qualify as a historic property. It continues to be eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

References

City of Santa Clara Planning Department, *City of Santa Clara Historic Resources Inventory, California Department of Parks and Recreation Primary Record Form, 1435 Lexington Street*, October 28, 1980.

City of Santa Clara Building Department, *Building Permit History, 1435 Lexington Street*, Accessed on the Permitting Online Portal.

Lorie Garcia, Beyond Buildings, *California Department of Parks and Recreation Primary Record Form, 1059 Madison Street*, January, 2023.

Haines Criss-Cross Directories, City of Santa Clara, 1970 – 2017.

Polk and Husted City Directories, City of Santa Clara, 1890 - 1968.

Plat Map of Santa Clara, drawn by J.J. Bowen, 1866.

Map of the Town of Santa Clara, drawn by C. E. Moore, 1893.

Sanborn Fire Insurance Maps, 1891, 1915, and 1950.

Santa Clara County Assessor's Records, APN# 269-26-023.

Virginia McAlester, *Field Guide to American Houses*, updated 2013.

US Census, Santa Clara Township, 1900, (Adams), 1910 (Taylor), 1920 (Kersell), 1930 (Kersell), 1940 (Kersell), and 1950 (Kersell). Accessed online at Ancestry.com

Newspaper Articles

"E.M. Adams to A. L. Adams, Lot 2, Spear Estate," *Evening News*, December 21, 1899.

"Building News - A contract for building a cottage at the County Almshouse has been awarded to A.L. Adams," *Evening News,* February 6, 1891.

"Building News – A builder's contract was filed today by the terms of which A.L. Adams is to build to J.B. Lamkin a cottage on the east side of Ninth, between William and Reed streets to cost $1,657," *Evening News*, July 15, 1896.

"Died – ADAMS – In Santa Clara, March 31, 1906, Mrs. Ruth A. Adams, beloved mother of Mrs. R.H. Hooper, Belvedere, Cal., Mrs. D.R. Elliot, St. Paul, Minn, and A.L. Adams, of Santa Clara, a native of Canada, aged 72 years…" *Mercury News*, April 1, 1906.

"Dr. George W. Fowler and family moved into a cottage recently erected by A.L. Adams on Franklin Street near Jefferson Street," *Mercury News*, January 31, 1909.

"New Buildings - A two story frame house will be erected in the near future for John Brennan at the corner of Fourth and William streets. A. L. Adams is the contractor and the contract price is $3300. Wolfe and McKenzie made the plans," *Evening News*, November 15, 1902.

"Died - In Santa Clara, March 31, 1906, Mrs. Ruth A. Adams, beloved mother of Mrs. R. H. Hooper, Belvedere, Cal., Mrs. D. R. Elliott, St. Paul, Minn, and A. L. Adams, of Santa Clara, a native of Canada, age 72…funeral from the residence of Mrs. J. A. Brooks, 766 Madison St…" *Mercury News*, April 1, 1906.

"Licensed to Wed - Adam C. Kersell, a native of Canada, resident of San Felipe, aged 38, and Ida M. Coyle, a native of California, resident of San Jose, aged 23." *Mercury News*, April 9, 1893.

"A. C. Kersell, Orchardist - Santa Clara, Jan. 1. - A. C. Kersell, who for 20 years was a prominent orchardist of Evergreen, this county, died at his home here tonight. A year ago he was stricken with paralysis, which was the direct cause of his death. He was a native of Canada, and had lived in California for 40 years." *San Francisco Call*, January 2, 1913.

"Rites Set Today for A.L. Adams," *Mercury News*, September 27, 1948.

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

1435 Lexington St., Santa Clara, CA 95050

September 12, 2024

Historical & Landmarks Commission

City of Santa Clara

Re: Statement of Justification for 1435 Lexington St.

We began our journey of purchasing our first home in early 2020. Having grown up in the Bay Area, I knew the South Bay would be a convenient location for commuting to our jobs, so we set out to find a modest home with a yard big enough to entertain our two dogs. We eventually purchased a charming home in Northside San Jose that not only met the “dog requirement” but also had a certain presence as a craftsman style home that sat above street level. The exterior of the home gave it so much character, but, over the years, prior owners had removed most of the original features in the interior.

When we realized we’d outgrown our first home, we began the search for our next home. My wife has always loved historic homes and, having realized with our first home that this was something we both appreciated, one of the main features we were looking for was a home with character. We were also looking for a home surrounded by a close community; somewhere we could see ourselves living for at least the next decade and potentially raising a family.

When we saw the listing for 1435 Lexington, we fell in love immediately. The running joke (which is actually true) is that we submitted our offer before both of us were even able to see the house in person; only my wife was able to make the open house. That was enough and the rest, as they say, was history. We loved the large bay windows, the carved and gingerbread trim, and the presence the home has from the street. We understand that most of the interior has been altered from the original given that the house was in a dilapidated state when the prior owner bought the home, but we appreciate the period details like the high ceilings, beautiful fireplace, ceiling medallions and crown molding. We also value the fact that the house is in a historic neighborhood surrounded by other beautifully restored and maintained homes.

In the coming years, we intend to continue beautifying and upgrading our new home and making it our own. Moreover, we understand that, when we moved into 1435 Lexington and the Old Quad, we didn’t just move into our future home; we became members of a community and neighborhood, the characteristics of which can’t be maintained by one person or household alone. It takes a conscious effort from all stakeholders to do so, and submitting our application for a Mills Act Contract is our signal of our intent to do our part.

<u>10 YEAR PLAN</u>
1435 Lexington St., Santa Clara, CA 95050

Given the extensive restoration projects that were recently completed, the subject property does not require significant alterations and already possesses the historical qualities that represent the “Old Quad.” We plan to maintain the property so that it continues to embody the “look and feel” of the neighborhood and anticipate performing the following maintenance projects:

YEAR RANGE	ITEM	Description	Estimated Cost
2025 TO 2027	Strip paint from front door; restore/refinish front door.	The front door is made of solid wood. Restore the front door (i.e., remove paint) and stain the original wood grain to accentuate the door’s features.	$2,000
	Exterior lighting enhancements.	The backyard and front yard lack lighting around high traffic areas. We would also like to replace the front porch light from an aesthetic perspective. Install lighting fixtures to illuminate and enhance the home, walkways, and other landscaping details to highlight the architectural and design features of the property.	$3,000
	Enhance front and back yard landscaping; put down sod for backyard lawn.	Install drought-tolerant sod throughout the backyard. Plant environmentally-friendly flowers, shrubbery, and other plants throughout both yards. Repair drip system for both yards as water conservation measure.	$17,000
	Inspect for pests/termites; repair any dry rot and other significant deficiencies.	Engage property inspector to survey property for termites and other pests. Remediate significant issues identified in the inspection report requiring immediate attention.	TBD

2028 TO 2030	**Repair pulley systems on first floor windows.**	**Several street-facing windows on the first floor have frayed ropes for the pulley system that opens/closes the windows. Replace ropes to repair pulley system for applicable windows.**	**$10,000**
	Repaint the exterior of house.	**The home was painted 5+ years ago and certain areas of the exterior panelling already show signs of deterioration. Repaint the panels, trim pieces, and other architectural features (such as the spindlework, decorative block frieze, etc.) to make these features more vibrant and to improve the durability of the home's exterior.**	**$18,000**
	Install AC unit.	**Summers in the Bay Area are becoming increasingly hotter and with longer periods of extremely high temperatures. Install central AC throughout home to maintain indoor temperature in an energy-efficient manner.**	**$10,000**
2031 TO 2033	**Driveway improvements.**	**The driveway is currently composed of small pieces of underlying granite rock and a top layer of gold fines. The layer-by-layer composition of the driveway has eroded through the years and its messiness is a distraction from the overall "look and feel" of the home. Improve driveway to make it a more well-defined, "cleaner" feature and more conducive for water drainage and a (i.e., pavement, cement, pavers, etc.).**	**$15,000**
	Improvements to backyard wood deck.	**The wood deck is a central feature of the backyard, but the paint is showing signs of wear and tear.**	**$3,000**

		The contemplated improvements include repainting the wood deck to compliment the exterior paint, closing off the area underneath the porch to prevent rodents and other animals from being a nuisance, and adding another ingress/egress point on the deck.	
	Remove second floor carpeting; install wood flooring.	**The second floor of the property currently has carpeting installed in the master bedroom, office, and guest bedroom. However, the flooring on the entirety of the first floor (kitchen, guest bedroom, office, living room, dining room) is already wood. Remove all carpeting on second floor and install wood flooring as a way to increase congruity of features across first and second floors.**	**$15,000**
2034 TO 2035	**Replace/repair roofing.**	**The current shingle roofing will likely be needing repair during these years. Replace/repair current roof with new shingles that will compliment exterior paint and improve heat circulation throughout home.**	**$22,000**
	Inspect for pests/termites; repair any dry rot and other significant deficiencies.	**Engage property inspector to survey property for termites and other pests. Remediate significant issues identified in the inspection report requiring immediate attention.**	**TBD**
	Interior and exterior improvements to garage.	**The garage is currently unfinished and used primarily for outdoor storage space. Improve garage by turning it into a functioning workspace for hobbies and entertainment. This includes installing drywall and insulation,**	**$30,000**

		renovating garage bathroom, and adding flooring.	

We also expect to perform regular maintenance projects as needs arise, including:

- Repairs to plumbing/electrical systems;
- Landscaping front yard and backyard;
- Gutter cleaning and repairs; and
- HVAC cleaning and repairs.

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2025, ("Effective Date"), by and between Jonathan J. Ye and Jessica E. Chung, owners of certain real property located at 1435 Lexington Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2021 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-023, and generally located at the street address 1435 Lexington Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on September 24, 2024. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as “Exhibit C” to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as “Exhibit D” to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) <u>Provision for Information</u>.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) <u>Cancellation</u>.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) <u>No Waiver of Breach</u>.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by

OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) <u>Mediation</u>.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) <u>Binding Effect of Agreement</u>.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1756 Fremont Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Jonathan J. Ye and Jessica E. Chung
1435 Lexington Street
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to

the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,735.80 (eight thousand, seven hundred, and thirty-five dollars and eighty cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building

permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

Jonathan J. Ye and Jessica E. Chung
Owners of 1435 Lexington Street

By: _____

Jonathan J. Ye & Jessica E. Chung
1435 Lexington Street
Santa Clara, CA 95050

"OWNERS"

Exhibits:
A – Property Description
B – Restoration Schedule