22-683 **Agenda Date: 6/2/2022**

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Consideration of Historic Resource Inventory Property Designation and a Historical Preservation Agreement (Mills Act Contract) for 633 Park Court

BACKGROUND

The property owner, Riccardo Marino is requesting a Historical Preservation Agreement (Mills Act Contract) for the property located at 633 Park Court. A requirement of the Mills Act is that the building must be a qualified structure, listed on either a local, State, or National register. The subject site is not currently listed on any of the aforementioned inventories. Therefore, the applicants are seeking local listing on the City's Historic Resource Inventory (HRI). The property must be added to the HRI prior to approving a Mills Act contract.

The subject property is located north of Park Court and northeast of the circular neighborhood roadway. The Park Court residential neighborhood is in the Old Quad historic neighborhood. The existing residence on the property is a 1,001 square-foot one-story vernacular Craftsman bungalow, with basement, constructed in 1925. The property has a detached two-car garage accessed through the alley to the rear.

DISCUSSION

The Mills Act Program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore and maintain their property. To qualify for the program, the property and/or building must be listed on either a local, State, or National register. The property owner must also have a plan to restore and rehabilitate the property. As the subject site is not listed on any of the aforementioned inventories, the property owner is seeking local listing of the property on the City's Historic Resource Inventory (HRI); as well as approval of a Mills Act Contract and the adoption of a Ten-Year Restoration and Maintenance Plan for the property.

A Department of Parks and Recreation (DPR) 523A Form was prepared by Craig Mineweaser and Bonnie Montgomery ("evaluators") of Mineweaser and Associates, in December 2021, assessing the historical significance of the property based on National and State (California) Register criteria and the City's local criteria for significance. Based on the evaluation, the property is eligible for listing on the City of Santa Clara adopted Criteria for Local Significance under criteria of architectural, cultural, historical, architectural, and geographical. The residence retains the majority of character defining features of the original building architecture; as well as its contribution to a potentially eligible Historic District (Old Quad) due to its proximity to other historically significant properties. There are presently two properties within 200 feet of 633 Park Court that are listed on the City's HRI.

In regard to the Criteria for Local Significance, the evaluator identified the property as eligible for

listing on the City's HRI for the following:

- Historically or culturally significance based on Criterions 1 and 5 for its association with early prominent settlers, broad patterns of the City's economic growth, development, and local history;
- Architectural significance based on Criterion 1 for retention of the majority of character defining features of the Neoclassical architecture and construction period; and
- Geographic significance based on Criterions 1 and 2 for the pattern of residential development and visual contribution to the historic setting in the Old Quad.

The DPR Form (Attachment 3) details the criteria for evaluation and listing of a potentially historic resource. The analysis concludes that the property meets the requirement of greater than 50 years in age and retains sufficient integrity to qualify as a historic resource based on the evidence presented in the analysis.

The property owner submitted a Statement of Justification and Ten-Year Plan (Attachment 5) for the interior and exterior of the residential structure and property grounds. The 10-Year Plan includes a seismic foundation retrograde, new roofing, and a new HVAC system.

Staff finds that the work proposed under the 10-Year Rehabilitation and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed changes support the preservation, protection, and maintenance of a structure that is qualified to be a locally significant resource.

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 the 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

Mills Act Contracts are not publicly noticed as they are a private contract between the City and property owner.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission find that the Mills Act application and associated Ten-Year Restoration and Maintenance Plan accomplish the intent of preserving and maintaining the historical significance of the historic property and, therefore, recommend Council approve the addition of the property to the HRI; approve the Mills Act Contract; and adopt a Ten-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 633 Park Court.

Prepared by: Steve Le, Associate Planner
Reviewed by: Rebecca Bustos, Senior Planner
Approved by: Lesley Xavier: Planning Manager

ATTACHMENTS

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

From: **Amrita and Riccardo Marino**
633 Park Ct, 95050 Santa Clara, CA

To: **Planning Department**
City of Santa Clara

Dec 27, 2021

Re: Letter of justification for registration of 633 Park Ct into HRI & Mills Act

Dear Planning Commissioners and Planning Staff,

We are Amrita and Riccardo Marino, the residents and homeowners of 633 Park Ct.

We'd like to express our gratitude for the possibility of taking active part in a movement that aims at preserving history in our city.

Love, at first sight, does exist! We felt it as we drove up the corner and saw 633 Park Court - and knew immediately this was our home.

As more of our friends and colleagues put down roots in the Valley settling into their large ranch houses, we were not convinced with what we were seeing. There is a reason for this.

Riccardo grew up in one of the most charming places the world has to offer - the south of Italy. His daily life took place in the backdrop of Renaissance architecture, cobblestone alleys, little stone bridges that connect the houses, and streets adorned with flowers & beautiful plants. He lived and worked in different parts of Europe before moving to Santa Clara.

Amrita studied design in San Francisco's design district surrounded by the quaint Victorian architecture of Potrero Hills. Her days in California were filled with decoding the origins of San Francisco's design space for assignments and daydreaming about having her own historical home someday.

Little did she know that she would meet the love of her life during an off-hand visit to her sister's house in Franklin Square, Santa Clara, a few blocks away from Park Court. Despite being a city girl, Santa Clara grew on her in no time. While dating, we started looking for a place to call our home. Despite our distinct roots, and not really knowing what we were looking for, we were aligned that our home needed to have an emotional resonance, be an enduring piece of property, and be well made.

The compass pointed to 633 Park Court and we outbid 18 bidders because we felt like we came home when we first walked into the charming side garden path covered in pink florals, gleaming original hardwood floors, and vintage french windows that flooded the house with natural light.

We bless our home daily. We tied the knot under the solid wooden pergola of our serene backyard, surrounded by our raised garden beds. We feel indebted to Anne, the previous owner who meticulously preserved the historical characteristics of the property.

We are so blessed to enjoy the charming environment the rest of the vintage homes in Park court creates. Riccardo feels like he's back home in Italy when he can get a piece of fruit from the trees while walking in the neighborhood. Our first baby girl's name is inspired by the neighborhood. Riccardo spent weeks remodeling a small cat house to match the style and colors of 633 Park so it lives on as a seamless extension of the house!

This home is special because it personifies our idea of a perfect home, why wouldn't we want to preserve it? In the dynamic landscape of Silicon Valley, some things need to stay unchanged. When we learned from our neighbors about the Mills Act we got to work. Some of our priorities are maintaining the foundation of the house, adding solar panels for efficient energy, and preserving the landscaping.

As we create our own traditions, passing this home down to our children just as we found it is one of the chief motivations driving the decision to apply for the Mills Act. It will be a small token to remember all the warm memories that lived here!

Ricardo Horn

Al Chatterjee

Attachment: Pet shelter before and after remodeling

Before:

After:

Exhibit "A"

Legal Description

A.P.N.: 269-52-009

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

PORTION OF LOTS 67 AND 68, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF PARK COURT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 16, 1925 IN BOOK "S" OF MAPS, PAGES 38 AND 39, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF CYPRESS STREET AT THE COMMON CORNER FOR LOTS 67 AND 68, AS SHOWN ON THE MAP HEREINABOVE REFERRED TO; THENCE SOUTH 28° 50' EAST 55.66 FEET AND SOUTH 37° 34' EAST 60.89 FEET TO A POINT IN THE NORTHWESTERLY LINE OF ALTEVOGT WAY, AS SHOWN ON SAID MAP; THENCE SOUTHWESTERLY AND ALONG SAID LINE OF ALTEVOGT WAY, 49.44 FEET TO THE MOST SOUTHERLY CORNER OF LOT 67; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 67, NORTHWESTERLY 114.62 FEET TO THE SOUTHEASTERLY LINE OF CYPRESS STREET; THENCE NORTHEASTERLY AND ALONG SAID LINE OF CYPRESS STREET 30.60 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

ALL THAT PORTION OF THE SOUTHEASTERN 10 FEET OF CYPRESS STREET WHICH LIES BETWEEN THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERN AND NORTHEASTERLY LINES OF LOT 67 AS SAID CYPRESS STREET AND LOT 67 ARE SHOWN UPON THE MAP ENTITLED, "MAP OF PARK COURT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 16, 1925 IN BOOK "S" OF MAPS, PAGES 38 AND 39.

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

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Review Code | Reviewer | Date | Listings

Page 1 **of** 17 ***Resource Name or #:** (Assigned by recorder) Park Court Lot 67
P1. Other Identifier:

***P2. Location:** □ **Not for Publication** x **Unrestricted**
***a. County** Santa Clara **and** (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
***b. USGS 7.5' Quad** ____ **Date** ____ **T** __; **R** __; __ □ **of** __ □ **of Sec** __; ____ **B.M.**
c. Address 633 Park Ct City Santa Clara Zip 95050
d. UTM: (Give more than one for large and/or linear resources) Zone 10S, 594411 mE/ 4133090 mN
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate)
APN 269-52-009

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The Park Court neighborhood is an early example of a circular or semi-circular "court development." In *A Field Guide to America's Historic Neighborhoods and Museum Houses: The Western States*, Virginia and Arcie Lee McAlester write that "geometric plans," subdivisions with streets curved into symmetrical geometric shapes, were favored by a few developers, particularly during the 1910s and 1920s" (p. xxxix). Only a few similar subdivisions exist from this period in the South Bay, and none seem to be as large as Park Court.

***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 (Isolates, etc.)
P5b. Description of Photo: (view, date, accession #)
***P6. Date Constructed/Age and Source:** x Historic □ Prehistoric □ Both
1925/96 years (county records)

***P7. Owner and Address:**
Riccardo Marino
633 Park Ct
Santa Clara, CA 95050

***P8. Recorded by:** (Name, affiliation, and address) Craig Mineweaser, AIA, and Bonnie Montgomery, MA, 17154 Monte Grande Dr, Soulsbyville, CA 95372

***P9. Date Recorded:** December 2021
***P10. Survey Type:** (Describe) Intensive

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

***Attachments:** □NONE □Location Map x Continuation Sheet x Building, 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) _____ ***NRHP Status Code** 5S2

B1. Historic Name: Park Court Lot 67
B2. Common Name: none
B3. Original Use: single-family residence B4. Present Use: single-family residence
***B5. Architectural Style:** vernacular Craftsman bungalow
***B6. Construction History:** (Construction date, alterations, and date of alterations)
Rebuild chimney (5/27/1997 BLD1997-113747); Windows for French doors, alter exterior (5/26/1999 BLD1999-122403); Bathroom remodel (7/26/2011 BLD2011-27112); 200 amp panel upgrade (8/11/2011 BLD2011-26275); upgrade kitchen (9/22/2014 BLD 2014-36278).

***B7. Moved?** x **No** ☐**Yes** ☐**Unknown** **Date:** _____ **Original Location:** _____
***B8. Related Features:** Detached garage, built 1999 (3/20/1999 BLD1999-122380).

B9a. Architect: none b. Builder: Walter A. Altevogt
***B10. Significance: Theme** Architecture/Shelter **Area** City of Santa Clara
Period of Significance Interwar Period (1918–1945) **Property Type** residential **Applicable Criteria** _____
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The subject property is part of the stolen and occupied land of the Ohlone and Muwekma Ohlone people, who lived on this land for over 7,000 years. The Spanish colonization of Alta California began in 1769 with the Portolá expedition of 1769 and continued with the expedition of Juan Bautista de Anza. On January 12, 1777, the Franciscan order founded Mission Santa Clara. The Franciscans brought the native Ohlone people into the Mission to Christianize them and use their labor to operate the Mission. In 1821, Mexico gained its independence from Spain. In 1836, civil commissioners took control of Mission Santa Clara from the Franciscan order. Mexican governors granted large portions of the mission lands to private individuals until Mexico ceded California to the United States with the Treaty of Guadalupe Hidalgo on February 2, 1848. California was admitted to the Union as a state in 1850. In 1851, the Jesuits established Santa Clara College on the old mission site. The Town of Santa Clara was incorporated on July 5, 1852. It received its charter from the State in 1862. In July 1866, J. J. Bowen made the first official survey of Santa Clara, establishing the municipal limits as well as base and range lines for legally recording property transfers. The Town of Santa Clara recorded the map in August 1866 and began the long task of officially granting property to owners who had purchased town lots under a previous numbering scheme established in the 1850s. (*Continued on page 5, DPR523L*)

B11. Additional Resource Attributes: (List attributes and codes) none
***B12. References:**
(See page 11, DPR523L)

B13. Remarks:
Evaluation for addition to City of Santa Clara Historic Resources Inventory

***B14. Evaluator:** Craig Mineweaser, AIA, and Bonnie Montgomery
***Date of Evaluation:** December 15, 2021

(This space reserved for official comments.)

(Sketch Map with north arrow required.)

(*Continued from page 1, DPR523a, P3a*)

House sites in what is now called the Santa Clara Old Quad were laid out on a rectilinear grid with narrow but deep lots arranged around the perimeter. Broad streets were built and utilities installed ready for house construction. Each house was to face out from the center of the block, and its neighbor would usually be comparatively far away across a wide, tree-lined street. Park Court has a different feeling: houses on the outside and inside of the court face each other, neighbors are closer and the street is narrower, producing a more intimate rhythm of buildings and a different feel to what we call "neighborhood" (McAlester and McAlester, 1998, 700).

Most houses in Park Court, including 633, are of a vernacular Craftsman bungalow style. Were Park Court to be classified as a Historic District, most of the houses would be labeled as "contributing structures" to the significance of the district. There were fewer than half-a-dozen different floor plans used, each group with the same basic shape, but with some variety to the exterior architectural details of porches, columns, trims, siding, etc. Usually houses of the same shape were not located next to each other. Visual mixing in this way brought variety, something vital with a development such as this. (Compare Figures 19, 20, and 21 with the subject property.) Although currently under intense market pressure to enlarge the homes in this development, most houses in Park Court are still relatively intact and display their original design or at least the original form and mass.

Due to this site's position on the curve of the street, the front half of the site is wedge shaped and quickly narrows from almost 50 feet wide to about 30 feet wide at the backyard. The lot is not wide enough for a driveway, so there is no curb cut in front of the house; instead, like the other houses that back onto Cypress Alley, the garage takes up most of the backyard. Half of the tiny front yard sits behind a low, decorative brick fence that was added in recent years. Lush new plantings and small trees help give privacy to the dining area on the brick patio. Google Street View images between 2008 and 2021 show that the front yard has been recently landscaped, but the house has not changed little, except for new exterior paint (Figures 5–8). The side yards are quite narrow (Figures 2 and 3) and the backyard is dominated by the garage (Figure 17).

633 Park Court is one of the small, narrow house designs that has a simple façade, the only design flare being the slight bump-out of about 18 inches on the right-hand portion of the front. This has its own asymmetrical gable and a triangular cutout over the slightly recessed door. With the off-center front door and the raised gutter line at the right corner, the design of the façade looks as if it was inspired by the soon to be popular Eastern Romantic Cape Cod style house design with a similar projection. This house design is repeated several times throughout the development; slight variations of the façade details add variety. Figures 19–21 are examples that show the similarities of 620, 663, and 723 Park Court to the subject property.

633 Park Court has a simple plan typical of many bungalows. Its shape is that of a slightly elongated, ground-hugging, one-story, rectangle with the narrower end facing the street so that it would fit on this very slender, tapered lot. At the right of the front facade a small extension creates a larger dining room and allows for a recess in which the front door is placed. This gives just the hint of an inset front porch. Just inside the recessed front door is a very tiny vestibule, with the living room to the left and the dining room on the right. Beyond the dining room is the kitchen that was completely updated in a 1997 remodel. Through the living room, straight ahead a tiny hall gives access to the bathroom and two bedrooms at the back of the house. This form is very common for small bungalows.

The side-gabled, asphalt-shingled roof has a ridge line parallel to the street a little less than half-way back on the depth of the house. On the left is a long, fairly steep slope to the façade. This slope is interrupted on the right side by a front-facing asymmetrical gable (the right gutter is higher) with its ridge at a right angle to the main roof. The roof over the entire back half of the house also has a two-slope center-ridge form with a rear-facing gable. The ridge height and slopes of this section match the front roof portion. While there are gutters and downspouts all around, this Park Court house design has no roof overhangs to protect the sidewalls, so the gutters hug the top of the walls (Figure 15). Although the profile of the gutters varies slightly, all the ones we viewed in Park Court on this style

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house had the same flat front, simple, over-sized, box-gutter design placed at the top of the wall, rather than the edge of an overhang, and returned around the corners like the return trim on a Colonial Revival house. The 3x4, corrugated downspouts are not period-appropriate, but are replaceable.

Although the style and the color of the brick used in the rebuilt chimney on the west side of the living room does not fit the period, its shape, placement, and size are all quite appropriate for a Craftsman-era home.

The "double-ogee" style wood siding evident on all sides of the house was a very popular shape for Craftsman style homes but was used on many different styles of houses until about 1950. The same siding was used on all parts of the house, but the minimal weathering scars on the siding and the window and door trim of the front of the house could indicate that this material is new. Or it could simply mean that, since it is the south wall, it was so heavily weathered that it was all stripped and refinished. Either way it was a quite competent job and is in very good condition. The sash appears to be quite weathered original material fitted in a manner typical of inexpensive houses of the era. It would benefit from weather-stripping and other retrofitting work to increase energy efficiency.

The fenestration is varied in type, but all is in the Craftsman vocabulary. Both front rooms have very simple wood casement windows facing the street. Possibly site-built or built by one of the local mills, they are vertically proportioned, 10-lite wood sash windows with a group of two on the living room and three on the dining room. The trim on these windows, and all the siding on this, the south facing wall, may have been stripped and repainted, or been totally replaced as the boards are all much smoother, with sharper edges than the other sides of the house. Either way, it is in very good condition now, it displays good workmanship, and it follows the rules of the Secretary's Standards (Figure 8).

On the west side of the house at either side of the rebuilt chimney are two small square wood windows. They are sized and arranged common to the Craftsman style. On the east side of the dining room is a matching 10-lite casement window (Figure 14). Over the kitchen sink there is a group of three, 6-lite, wood casement windows that appear to be original. There is a 9-lite, cross-buck style door in the kitchen leading to the side yard. It may be original, but it is an unusual style for a Craftsman era home (Figures 9 and 10).

Other windows in the back rooms are the slightly elongated proportion wood windows that are ubiquitous on old houses. These are 1-over-1, double-hung, wood sash windows with wide plain-front, wood casing, wider head trim, and heavy wood sills and stools.

An interesting detail of the front door recess is the triangular-shaped, pedimental cutout over the door. This is likely a less expensive riff on the aforementioned Cape Cod style design that often had an arched top door in this position. However, throughout the Court the shape of the recess and the door style varies on the houses of this same design. The door style also varies on this plan around Park Court, but this wood, ten-lite style door is possibly original.

There is a decorative, but functional vent in the front gable; it is smaller than what is needed from a functional standpoint, but some of the houses of this style do not have any front vent. The side gables have matching wood vents in a larger size. A small, casement style, wood window is located in the wall of the attic and can provide some additional ventilation (Figure 16).

On the rear elevation, a pair of wood, 10-lite, French-style doors has been added accessing the rear patio area. While not historic, they are in the style of the rest of the windows and doors. A slanted door set at ground level swings up to allow access down a few concrete steps to a partial basement with a concrete slab floor and poured concrete foundation walls, an arrangement and construction very typical of houses of the 1920s (Figure 12).

Just a few steps from the house, at the back of the tiny square, gravel-surfaced backyard, a modern two-stall garage (built in 1999) has replaced the original garage. Like neighboring properties that back onto the alley, the garage is compatible with the house in form, materials, and detailing; except for its large size, it has little detrimental effect on

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the historic residence. This garage is deeper than many because it includes an office space in the back portion which is accessed by a pair of French doors like those shown in Figure 12, but with 10-paned side-lites on either side (Figures 17 and 18).

CHARACTER-DEFINING FEATURES

Each of the windows, doors, vents, trim, etc. discussed above are character-defining features as they contribute to our understanding of the style and historic significance of this resource. The siding and other materials are similarly contributing historic materials. All of these materials and features have been restored or well maintained.

(*End of DPR523b, P3a*)

(*Continued from page 2, DPR523b, B12*)

J. J. Bowen surveyed 52 sub-lots on the outskirts of Santa Clara that did not conform to the uniform base and range numbering systems of blocks in what is now called the Old Quad. The Plat of Santa Clara, compiled with names of property owners, dates from the first half of the 1870s. On that map, the subject property is within the boundaries of Sub-Lot 50, 134.87 acres that belonged to the estate of John Grandin Bray, who died in Santa Clara on February 3, 1871. Born in Otsego, New York, in 1812, John G. Bray arrived in California in 1850 and settled soon afterwards in Santa Clara. Bray's heirs subdivided Sub-Lot 50 in 1886 (SCC Recorded Maps Book B, Page 34). The subject property is in Lot 9, bounded on the north by Cypress Street (now Cypress Alley), on the east by Union Avenue, on the west by Alviso Street, and on the south by the lands of C. A. Phelps (Sub-Lot 52). Son George Bray inherited Lot 9 in the distribution of his father's estate in April 1886 (Hoag, 2020). A 1914 county assessor's map shows that George continued to own the property. George Bray died on January 9, 1921.

On June 26, 1924, the San Jose *Mercury* reported that "William F. and Mary Schick conveyed to R. D. Shimer 13.354 acres of land located on Cypress avenue and Alviso street, adjoining Union avenue, part of the Bray estate in the town of Santa Clara." The deed has not yet been found that transferred this land from George Bray's estate to Mr. and Mrs. Schick. According to the 1920 census, William F. and Mary Schick lived in a rented house on Capp Street in San Francisco. A German immigrant, William F. Schick worked in a brewery. These were not the kind of people who engaged in real estate deals. They were perhaps parties willing to be the owners of record on the deed to shield a buyer who did not want to be identified in public records. The Southern Pacific Railroad was famous for this strategy, buying up properties along new railroad alignments in the names of persons unconnected to the railroad, who would eventually be compensated for transferring the titles to the railroad when the right-of-way was assured.

Robert Delno Shimer was another link in the chain of title that would lead to the San Jose real-estate firm of Barnett & Phelps. Shimer purchased land in 1924 and 1925 that would be developed as these housing tracts:

1. Park Court (SCC Recorded Maps Book S, Page 38, February 16, 1925)
2. Alameda Court (SCC Recorded Maps Book S, Page 14, May 17, 1924)
3. Alameda Residence Tract No. 1 (SCC Recorded Maps Book S, Page 27, August 5, 1924)
4. El Camino Park (SCC Recorded Maps Book S, Page 48, May 18, 1925).
5. Alameda Court Extension (SCC Recorded Maps Book S, Page 50–51, June 1, 1925)

Except for Park Court, the San Jose real-estate firm of Barnett & Phelps handled the transactions for Shimer, recorded the subdivision maps on his behalf, and marketed the lots to the public. Senior partner Thomas C. Barnett and junior partner John R. Phelps formed Barnett & Phelps in 1914 (Sawyer, 1924, p. 1651; San Jose *Mercury*, January 19, 1915). Shimer identified himself publicly as a servant in the household of John R. Phelps. Shimer was first listed in the 1916 San Jose city directory as Phelps' "yardman." Shimer continues to appear in city directory and census records living in the household of John R. Phelps, sometimes listed as a gardener, a chauffeur, or a houseman until his death on October 6, 1935. (*Continued on next page*)

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Shimer may have been a proxy buyer for Barnett & Phelps, as the Schicks likely were, or he could have had the capital to purchase the real estate himself. Son of a wealthy commission merchant in New York City, Robert Delno Shimer was born on August 15, 1879. On January 16, 1911, Shimer married a widow, Mrs. Anne C. (Justice) Patterson. The wedding announcement in the New York *Times* described Shimer was "in the commission business in this city, and although the heir of a wealthy family is said to be possessed of a large fortune in his own right. While still a young man, he has spent much time traveling, and has been around the world several times. He recently returned from Auckland, New Zealand, where he owns a sheep ranch of 8,000 acres." The newlywed Shimers, the *Times* reported, were to spend the winter in Palm Beach and return to a home on Riverside Drive in Manhattan in the spring. A biographical sketch of Mrs. Shimer (https://www.rmslusitania.info/people/saloon/anne-shymer/) reported, "They lived together as man and wife for period of four weeks and then they separated." R. D. Shimer "took off for parts unknown" while Anne anglicized her last name to Shymer. The couple had not yet divorced when Anne lost her life aboard the ship *Lusitania* on May 7, 1915. The ship was sunk off the coast of Ireland by a German submarine's torpedo. Anne's family filed a claim against the German government. R. D. Shimer heard about the family's action and filed a $50,000 claim of his own, which was dismissed "because the couple had not lived together as husband and wife since 1911." Anne's claim was finally settled in 1925.

It is as yet unknown how much money Shimer had left of his fortune in 1916 when he resurfaced from "parts unknown" to settle in San Jose. If Shimer was using his own capital, or purchasing on the expectation of collecting from his estranged wife's estate, Shimer might have ended his real-estate buying spree in 1925 after it became clear that he would not receive $50,00 from the government of Germany.

On the evening of January 24, 1925, the San Jose *Evening News* announced that Barnett & Phelps "disposed of 75 lots on Park Ave., to be known as Park Court to Walter Altevogt." Shimer was not mentioned, an argument for him not having put up capital for this transaction. The article continues, "These lots, valued at $123,000, were exchanged for 23 acres on Bascom Ave., formerly the property of V. A. Hancock, eight homes in Burrell park and the balance in money. Altevogt will start at once work on 20 houses in Park Court, and more are to go up later." The deed recorded that day reveals only that R. D. Shimer granted the 13.354 acres to Walter A. and Katherine M. Altevogt (SCC OR Book 134, Page 191). Barnett & Phelps recorded the map of Park Court on February 16, 1925 (SCC Recorded Maps Book S, Page 38; Figure 4, top). The certificate of ownership named Mr. and Mrs. Altevogt as owners, subject to a deed of trust naming the California Mutual Building and Loan Association as beneficiary and the San Jose Abstract & Title Insurance Company as trustee. The Altevogts were speculating that they would be able to build and sell these houses to pay off the mortgage. Builder Walter A. Altevogt appears to have arrived in San Jose at the beginning of 1924, based on his first recorded real-estate transactions in Santa Clara County on February 5, 1924 (SCC Official Records Book 71, Pages 8, 16, 19). Altevogt built 14 houses in the Burrell Park subdivision in 1924 based on recorded completion notices. He exchanged eight of those completed houses as part payment for the Park Court lots in January 1925.

Burrell Park was a Barnett & Phelps subdivision along Park Avenue between Davis and Hedding streets that was recorded on June 14, 1922 (SCC Recorded Maps R, Page 13; Figure 4, bottom). Building lots were opened to the public for sale on November 12, 1922. The lots had a typical 50-foot frontage, but were very deep, between 175 and 210 feet. In March 1924, Barnett & Phelps re-subdivided most of Block 2 and all of Block 3 into a curvilinear court development, with Burrell Court on the north side and Hedding Court on the south (SCC Recorded Maps Book S, Page 5; Figure 4, bottom). At about the same time, Walter Altevogt attempted a court development on a smaller scale in Burrell Park Block 1: he bought eight lots and subdivided them into sixteen smaller lots; Altevogt had a new street surveyed, Katherine Court, between Davis and McKendrie streets, to provide street frontage to all the lots (Figure 3B). (Katherine Court was named for Walter A. Altevogt's wife, the former Katherine M. Dinsmore, whom he married on June 4, 1924.) With the Park Court subdivision in 1925, Walter Altevogt and Barnett & Phelps would

(*Continued on next page*)

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design from the start a fully expressed curving geometric shaped subdivision with all the houses built at once. It would be an instant neighborhood of 85 bungalows with similar character-defining features.

Park Court resident and local author Mark Thomas Hoag found in the Santa Clara Board of Trustees minutes that Walter Altevogt received permits to build 85 houses in Park Court (35 on October 10, 1924, and 50 on January 19, 1925) before he became Park Court's owner of record on January 24, 1925. John R. Phelps also appeared before the Board of Trustees to discuss extending sewer, water, and gas service to the new subdivision, a cost he would provide ahead of construction to Walter Altevogt with the understanding that he would be reimbursed after Altevogt sold the houses. On August 13, 1925, the Santa Clara *News* reported that gas mains had been completed through Park Court and that electrical service was about to be installed.

On May 2, 1925, "W. Altevogt, Builder and Owner" took out a full-page advertisement in the San Jose *Evening News* (Figure 1). Barnett & Phelps were also authorized to sell lots and featured Park Court among the subdivisions they advertised (Figure 2). Walter Altevogt filed notices of completion on August 12, August 21, and September 26, 1925, for 21 houses (Table 1).

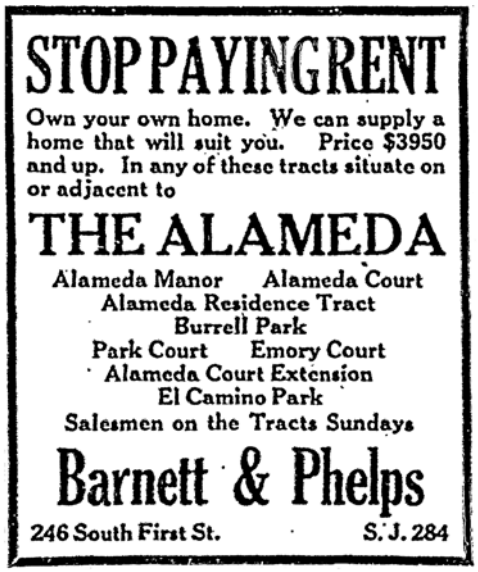
STOP PAYING RENT
Own your own home. We can supply a home that will suit you. Price $3950 and up. In any of these tracts situate on or adjacent to
THE ALAMEDA
Alameda Manor Alameda Court
Alameda Residence Tract
Burrell Park
Park Court Emory Court
Alameda Court Extension
El Camino Park
Salesmen on the Tracts Sundays
Barnett & Phelps
246 South First St. S. J. 284

Figure 2. Barnett & Phelps advertising subdivisions for sale, *San Jose Mercury Herald*, June 28, 1925, page 3.

Lot	Current Address	Lot	Current Address
1	2151 Park Ave	3	540 Park Ct
4	550 Park Ct	5	560 Park Ct
6	570 Park Ct	7	580 Park Ct
8	590 Park Ct	10	620 Park Ct
11	630 Park Ct	12	640/642 Park Ct
13	650 Park Ct	14	660 Park Ct
31	651 Park Ct	32	641 Park Ct
33	631 Park Ct	34	621 Park Ct
37	574 Park Ct	41	642 Park Ct
71	2241 Park Ave	74	555 Park Ct
75	2201 Park Ave		

Table 1. Notices of completion filed for these 21 lots on August 12, August 21, and September 26, 1925 (Source: *Building and Engineering News*).

Between October 26 and December 28, 1925, Tilden Lumber & Mill Company of Oakland and University Electric Company of Santa Clara placed liens on 49 houses in Park Court, making a total of 70 Park Court houses known to have been built in 1925. The houses not found in the public record in 1925 included the subject property (Lot 67) and Lots 2, 9, 38, 63–66, 68–70, 72, 73. Most of these houses were likely also built in 1925, given their architectural similarity to houses known to have been built that year. The subject property, for example, has a façade similar to 620 Park Court (completion notices filed on August 21, 1925) and 663, 662, 692, and 723 Park Court (liens filed on October 26, 1925). An aerial photograph taken on March 13, 1931 (Figure 3), shows only three vacant lots (Lot 2, 2171 Park Avenue; Lot 72, 2231 Park Avenue; Lot 73, 2221 Park Avenue).

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Walter Altevogt was in a money bind at the end of 1925. From December 17 to December 20, 1925, he advertised in the San Jose *Mercury* "For Rent / Park Court Homes / Cheap rent—will give long lease. New bungalows, paved street. Forty houses to pick from. / Phone S. C. 396." More than half of the bungalows he built were vacant, more than half had liens placed upon them. Altevogt successfully convinced banks to loan him money and construction suppliers to deliver materials. He built 70 houses, but he was not successful in selling them as quickly as he built them, and he did not pay his creditors. The San Jose *Evening News* (April 2, 1925) had already publicized a breach of contract suit against Altevogt for close to $4000 in damages brought by a local plumbing house, Snyder & DuBrutz, for agreeing to pay for plumbing materials for 100 houses in September 1924, presumably during construction planning for Park Court.

John R. Phelps came to Altevogt's rescue. In a grant deed made on December 19, 1925, and recorded on December 23, Phelps purchased all of the Park Court subdivision from Altevogt except for Lot 13 (650 Park Court) and portions of Lots 71 and 72 (2241 Park Avenue), which had been lots Altevogt had sold to third parties. Altevogt sold to Phelps many other lots he owned in San Jose, including those in Burrell Park and the Chapman and Davis Tract (SCC OR Book 205, Page 416). All of these properties had been mortgaged to the California Mutual Building and Loan Association, a debt Phelps assumed with a new trust deed (SCC OR Book 205, Page 420). The San Jose *Evening News* on December 23 reported the sale of 98 lots in the Park Court subdivision "upon which 80 new homes stand." The purchase price was $498,000, a spectacular sum in 1925. It seems unlikely that Altevogt received that windfall in cash; it is more likely that the figure represented Altevogt's debts that Phelps assumed.

Walter Altevogt's career as a contractor had its high point in 1925 with Park Court. Before legal troubles consumed him in 1926, Altevogt built an eight-unit bungalow court (Villa Court) that still stands today at 859 Villa Avenue (City of San Jose building permit, May 13, 1926). He appears to have built nothing more in Santa Clara County. Marital discord, money troubles, and brushes with the law plagued Walter Altevogt before he arrived in San Jose, a subject Mark Thomas Hoag outlines in his recent book (2020). Another book could be filled with the exploits of Walter Altevogt after he built Park Court, but this report will limit the narrative to his conflict with the California Mutual Building and Loan Association.

Whatever arrangements Walter Altevogt made to satisfy his debt to the California Mutual Building and Loan Association, he was not pleased with them. For the next two years Altevogt attempted to extort money out of the financial institution, threatening to distribute flyers to the public that would expose their business practices. Finally, on December 5, 1927, California Mutual Director John D. Crummey met with Altevogt in San Jose's Montgomery Hotel and gave him $7500 in marked bills and a train ticket to Florida. The County Sheriff then entered the room and arrested Altevogt on felony blackmail and extortion. He pleaded guilty and was granted five years' probation on the condition he "leave San Jose and start in business anew elsewhere, and promised to refrain from charges against the organization which had hauled him into court" (San Jose *Mercury Herald*, November 17, 1929). Altevogt left San Jose in April 1928, taking with him Genevieve "Hatty" Ricker, a local woman he then married in Reno. (His marriage to Katherine Altevogt ended in a contentious divorce that made newspaper headlines daily at the end of 1926.) Four months later, a telegram from Altevogt's new wife arrived at a lawyer's office in San Jose, with the news that Altevogt had killed himself with a dose of strychnine in Richmond, Virginia. Altevogt was found alive and well by authorities in Richmond. In November 1929, Altevogt was discovered in Oakland and brought to San Jose on a bench warrant for violating his parole. He claimed to have no knowledge of the telegram announcing his suicide in 1928. The judge suggested that "the conditions of his parole could be better complied with if he stayed away from this vicinity." Altevogt returned to San Jose in dramatic fashion in May 1931, when he walked into a local business, announced he was better off dead, and took strychnine. He vigorously resisted attempts by police and doctors to apply emergency measures that eventually saved his life. Released from San Jose Hospital, Altevogt left San Jose for good. Inquiries in San Jose from his relatives in the Netherlands in 1946 found him living in Grass Valley. Altevogt died of a stroke on September 12, 1953, in Snyder, Texas. (*Continued on next page*)

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After Altevogt's notorious affairs became front-page news, the residents of Park Court sought to have the Altevogt name stripped from association with their neighborhood. The Park Court tract map recorded in 1925 gave the lots on the north side an Altevogt Way address. The lots on the south side had Park Court addresses. Newspaper articles in 1926 mentioned residents living on Altevogt Way. On January 17, 1927, residents of Park Court successfully applied to the Santa Clara Board of Trustees to have the street name Altevogt Way changed to Park Court. The San Jose *Mercury* on October 21, 1930, reported that Altevogt Way was officially changed by city ordinance to Park Court. Resistance to the Altevogt Way address might have kept the Park Court neighborhood from being listed in Santa Clara city directories at first. Not until 1928 did Park Court appeared in the reverse city directory, when 65 houses were listed. Most of the houses were occupied, but in the 1929 city directory, 24 addresses were listed as vacant, indicating that most occupants were short-term renters.

The subject property, addressed as 74 Park Court until 1957, was sporadically occupied and vacant between 1928 and 1934, suggesting it was being rented. On December 3, 1934, Harvey and Cora B. Mann sold the house to Kenneth Rayner (SCC OR Book 707, Page 542). On May 5, 1935, the San Jose *Mercury* announced the wedding of Mr. and Mrs. Kenneth Rayner, who were "at home at 74 Park Court, where Mr. Rayner has recently purchased a home." The Rayners sold the home to Mary Gertrude Mallen on November 25, 1935 (SCC OR Book 184, Page 219). Mrs. Mallen owned the house until her death on November 11, 1945. The house had several occupants for the next ten years until Darwin and Irene Sawyer purchased the home around 1955. After Mr. Sawyer's death in 1971, the chain of title breaks until Rene and Kathleen Weibel sold the house to Nelson F. and Joleen E. Roque on July 30, 1976 (SCC Doc. No. 5364140). The house changes hands three times (SCC Docs. No. 7645975, 9839551, 10640000) until Anne E. Hansen purchased the house on May 22, 1997 (SCC Doc. No. 13713960). Anne Hansen has been a realtor in Santa Clara County since 1990. All of the building permits recorded for this address (listed in section B6 and B8) are from the period Ms. Hansen owned the house. The current owner, Riccardo Marino, purchased the house on April 19, 2021 (SCC Doc No. 24926298).

SIGNIFICANCE

To evaluate the property located at 633 Park Court for its historic significance and eligibility for listing in the California Register of Historical Resources, the CRHR uses generally the same guidelines as the National Register of Historic Places (developed by the National Park Service); as such, selected language from those guidelines will be quoted below to help clarify the evaluation discussion. To be potentially eligible for individual listing on the CRHR, a structure must usually be more than 50 years old, must have historic significance, and must also retain its physical integrity. The house, built in 1925, meets the age requirement, but the detached garage, built in 1999, does not.

According to the Secretary of Interior's Standards for the Treatment of Historic Properties, development of historic contexts is the foundation for decisions about identification, evaluation, registration, and treatment of historic properties. Chapter 3 of the City of Santa Clara's General Plan ("Treasuring Our Past, Present, and Future") is the closest approximation of an historic context statement now written about the City. Santa Clara County has an Historic Context Statement, under which the house at 633 Park Court falls under its Architecture/Shelter theme in the Inter-War period (1918–1945) of residential architecture.

Criterion A/1: Properties can be eligible for the National Register (Criterion A) or California Register (Criterion 1) if they are associated with events that have made a significant contribution to the broad patterns of national or state history. The property is associated with residential patterns of development during the Inter-War period (1918–1945) of Santa Clara history, as described below in evaluation of local criteria for significance, but it does not appear individually eligible for the National Register or California Register under Criterion A/1.

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Criterion B/2: Properties may be eligible for the National Register (Criterion B) or the California Register (Criterion 2) if they are associated with the lives of persons significant in our past. The property has had many occupants over the past century, some tenants, some homeowners. All were people of modest means and accomplishments. The property does not appear to be significant based on its association with personages as required to be eligible individually for the National Register or California Register under Criterion B/2.

Criterion C/3: Properties may be eligible for the National Register (Criterion C) or the California Register (Criterion 3) if they embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction. Contractor Walter A. Altevogt built dozens of simple bungalows in San Jose and Santa Clara between 1924 and 1926. He is more remembered as a criminal mastermind than as a master builder. The property would therefore not appear to qualify for the National Register or California Register under Criterion C/3.

Criterion D/4: All research and physical investigation of the project's site has focused only on the ground above the structure. Therefore, no informed determination can be made regarding this property's potential to yield archeological information important in prehistory or history or its eligibility for either the National Register or California Register under Criterion D/4.

In 2004, the City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible" as a "qualified historic resource." The property meets the following local criteria:

Criteria for Historical or Cultural Significance

No. 1. The site, building or property has character, interest, integrity and reflects the heritage and cultural developments of the city, region, state, or nation.

No. 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. Included is the recognition of urban street pattern and infrastructure.

Criteria for Architectural Significance

No. 1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

Criteria for Geographic Significance

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

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

The subject property is in the Park Court subdivision, about 80 modest bungalows built on small lots by speculative builder Walter A. Altevogt in 1925. Most were built in a single year by the same contractor. Their exteriors are simplified versions of Colonial Revival, Cape Cod, and Craftsman domestic architecture styles popular during the 1920s. The subject property shares character-defining features and materials, such as windows, door frames, rooflines, and chimneys with its neighboring houses. All houses are similar in size, scale, materials, and lot size.

This early automobile suburb along Park Avenue, an alternative to The Alameda linking Santa Clara with San Jose, offered the working family a location convenient to jobs in local industries. First-time homebuyers could obtain a ready-built home with a monthly mortgage payment favorably comparable to prevailing residential rental rates. The prosperity of the 1920s spurred a residential building boom that realtors such as Barnett & Phelps used to market

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themselves as early "subdivision specialists." The Great Depression and World War II would pause such ambitious housing schemes until the late 1940s, which saw the full flowering of residential subdivisions as fully built neighborhoods.

INTEGRITY

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 criteria recognize seven aspects to integrity: location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity, a property will always possess several, and usually most, of these aspects.

The modern test of integrity according to the California Office of Historic Preservation is to stand on the sidewalk and ask yourself the following question: "Does the resource display enough of what made it significant for its historical period that it can be easily grasped by the average passerby?" Properties must have sufficient integrity in addition to meeting the criterion for significance to be considered a qualified historic resource.

The residence at 633 Park Court retains its integrity in all seven aspects: the house has been refurbished inside and restored outside and its form and massing remain unchanged; its design, materials, and workmanship remain unchanged since its construction in 1925. The house is in its original location and continues its use as a single-family residence. The house may be tiny, but with a few details it manages to convey a designer's competent hand in a simplified, vernacular Craftsman style. Its setting, feeling, and association remain intact as part of the Park Court subdivision, a rare well-preserved neighborhood of the Inter-War period in the City of Santa Clara.

CONCLUSIONS AND RECOMMENDATIONS

The house at 633 Park Court is eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List based on age (97 years), integrity, and meeting local criteria for historical, cultural, architectural, and geographic significance. In addition, the Park Court neighborhood is historically significant as the largest remaining intact example in Santa Clara of a locally rare "geometric planned" pattern of development from the early part of the 20th century. The entire development is eligible to be listed on the local HRI, and possibly on the California Inventory, either as a District or in whatever way possible, to bring attention to its importance and the fragile nature of a historic neighborhood subject to the abuses of modern planning and zoning rules often inapplicable to saving historic resources.

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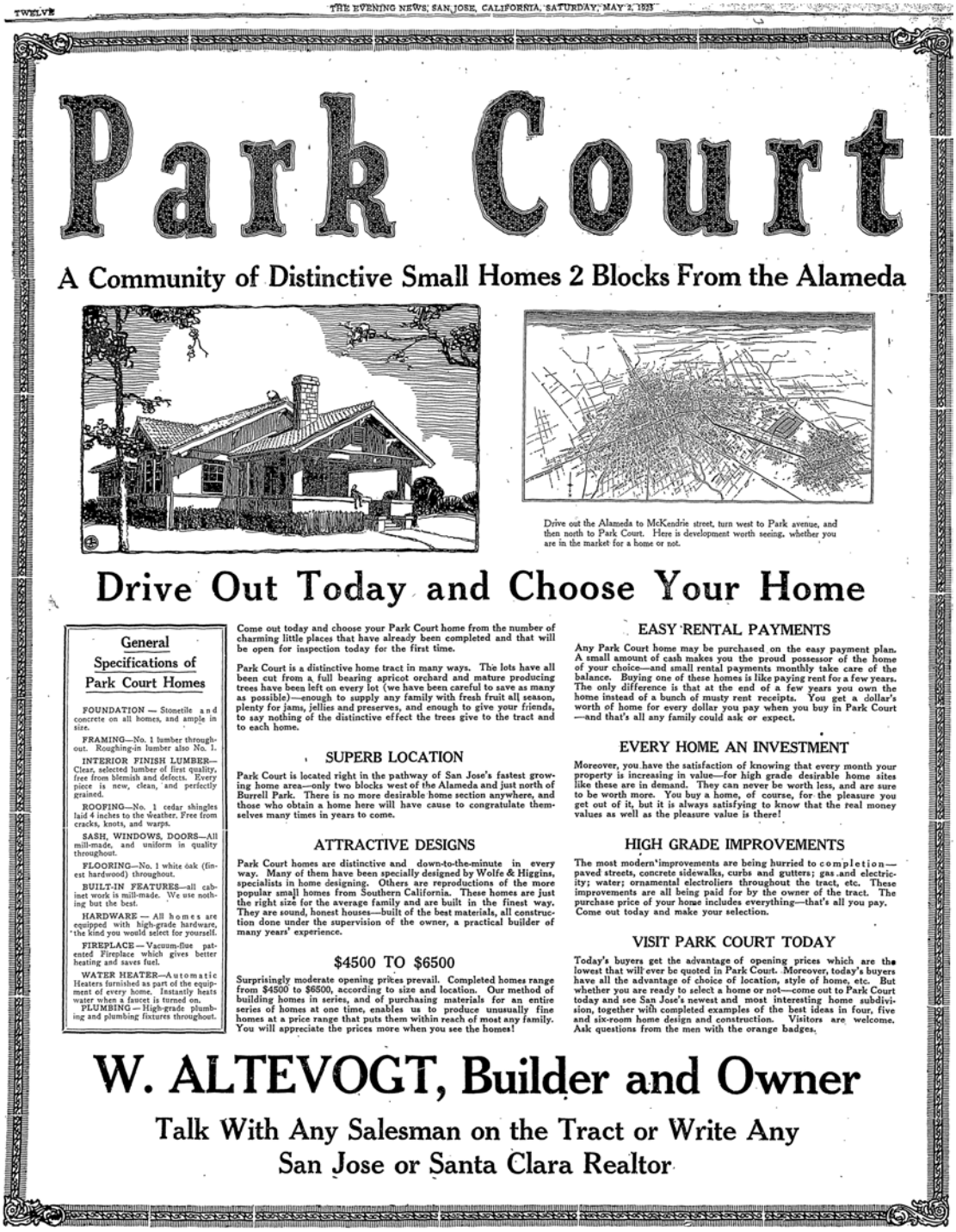
Figure 1. Park Court, full-page advertisement, San Jose *Evening News*, May 2, 1925.



TWELVE THE EVENING NEWS, SAN JOSE, CALIFORNIA, SATURDAY, MAY 2, 1925

Park Court

A Community of Distinctive Small Homes 2 Blocks From the Alameda

Drive out the Alameda to McKendrie street, turn west to Park avenue, and then north to Park Court. Here is development worth seeing, whether you are in the market for a home or not.

Drive Out Today and Choose Your Home

General Specifications of Park Court Homes

FOUNDATION — Stonetile and concrete on all homes, and ample in size.

FRAMING—No. 1 lumber throughout. Roughing-in lumber also No. 1.

INTERIOR FINISH LUMBER—Clear, selected lumber of first quality, free from blemish and defects. Every piece is new, clean, and perfectly grained.

ROOFING—No. 1 cedar shingles laid 4 inches to the weather. Free from cracks, knots, and warps.

SASH, WINDOWS, DOORS—All mill-made, and uniform in quality throughout.

FLOORING—No. 1 white oak (finest hardwood) throughout.

BUILT-IN FEATURES—all cabinet work is mill-made. We use nothing but the best.

HARDWARE — All homes are equipped with high-grade hardware, the kind you would select for yourself.

FIREPLACE — Vacuum-flue patented Fireplace which gives better heating and saves fuel.

WATER HEATER—Automatic Heaters furnished as part of the equipment of every home. Instantly heats water when a faucet is turned on.

PLUMBING — High-grade plumbing and plumbing fixtures throughout.

Come out today and choose your Park Court home from the number of charming little places that have already been completed and that will be open for inspection today for the first time.

Park Court is a distinctive home tract in many ways. The lots have all been cut from a full bearing apricot orchard and mature producing trees have been left on every lot (we have been careful to save as many as possible)—enough to supply any family with fresh fruit all season, plenty for jams, jellies and preserves, and enough to give your friends, to say nothing of the distinctive effect the trees give to the tract and to each home.

SUPERB LOCATION

Park Court is located right in the pathway of San Jose's fastest growing home area—only two blocks west of the Alameda and just north of Burrell Park. There is no more desirable home section anywhere, and those who obtain a home here will have cause to congratulate themselves many times in years to come.

ATTRACTIVE DESIGNS

Park Court homes are distinctive and down-to-the-minute in every way. Many of them have been specially designed by Wolfe & Higgins, specialists in home designing. Others are reproductions of the more popular small homes from Southern California. These homes are just the right size for the average family and are built in the finest way. They are sound, honest houses—built of the best materials, all construction done under the supervision of the owner, a practical builder of many years' experience.

$4500 TO $6500

Surprisingly moderate opening prices prevail. Completed homes range from $4500 to $6500, according to size and location. Our method of building homes in series, and of purchasing materials for an entire series of homes at one time, enables us to produce unusually fine homes at a price range that puts them within reach of most any family. You will appreciate the prices more when you see the homes!

EASY RENTAL PAYMENTS

Any Park Court home may be purchased on the easy payment plan. A small amount of cash makes you the proud possessor of the home of your choice—and small rental payments monthly take care of the balance. Buying one of these homes is like paying rent for a few years. The only difference is that at the end of a few years you own the home instead of a bunch of musty rent receipts. You get a dollar's worth of home for every dollar you pay when you buy in Park Court—and that's all any family could ask or expect.

EVERY HOME AN INVESTMENT

Moreover, you have the satisfaction of knowing that every month your property is increasing in value—for high grade desirable home sites like these are in demand. They can never be worth less, and are sure to be worth more. You buy a home, of course, for the pleasure you get out of it, but it is always satisfying to know that the real money values as well as the pleasure value is there!

HIGH GRADE IMPROVEMENTS

The most modern improvements are being hurried to completion—paved streets, concrete sidewalks, curbs and gutters; gas and electricity; water; ornamental electroliers throughout the tract, etc. These improvements are all being paid for by the owner of the tract. The purchase price of your home includes everything—that's all you pay. Come out today and make your selection.

VISIT PARK COURT TODAY

Today's buyers get the advantage of opening prices which are the lowest that will ever be quoted in Park Court. Moreover, today's buyers have all the advantage of choice of location, style of home, etc. But whether you are ready to select a home or not—come out to Park Court today and see San Jose's newest and most interesting home subdivision, together with completed examples of the best ideas in four, five and six-room home design and construction. Visitors are welcome. Ask questions from the men with the orange badges.

W. ALTEVOGT, Builder and Owner

Talk With Any Salesman on the Tract or Write Any San Jose or Santa Clara Realtor

Figure 2. See page 7.

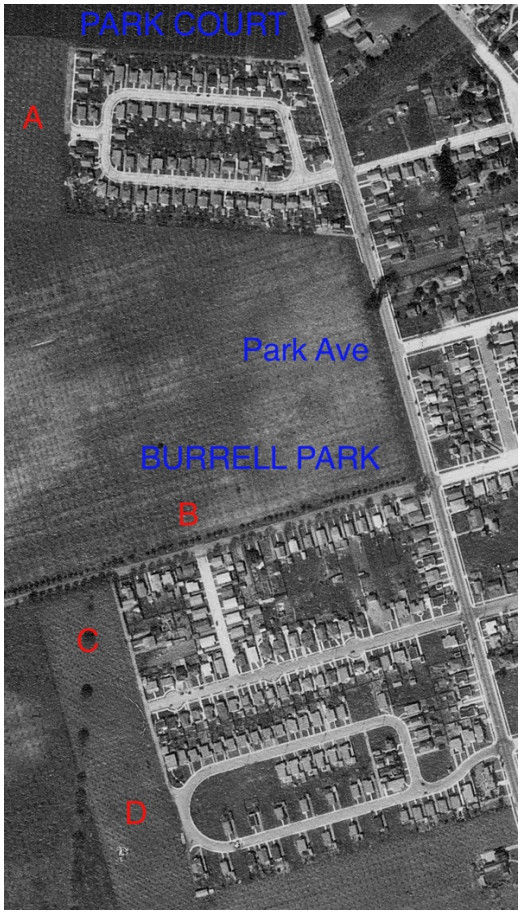
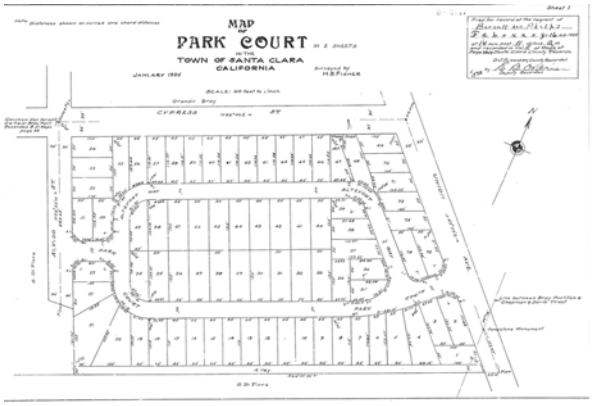


Figure 3. Aerial photograph, March 13, 1931, of Park Court (1925) and Burrell Park subdivisions, west of Park Avenue, amid orchards and farmland. A. Alviso Street ends at outlet of Park Court. B. Katherine Court, created out of eight lots of C. Burrell Park Block 1 (1922). D. Re-subdivision of Burrell Park Blocks 2 and 3 (1924) that turned extension of Hedding Street into a court.
Source: https://mil.library.ucsb.edu/ap_indexes/FrameFinder/, Flight C_1456, Frame 17.



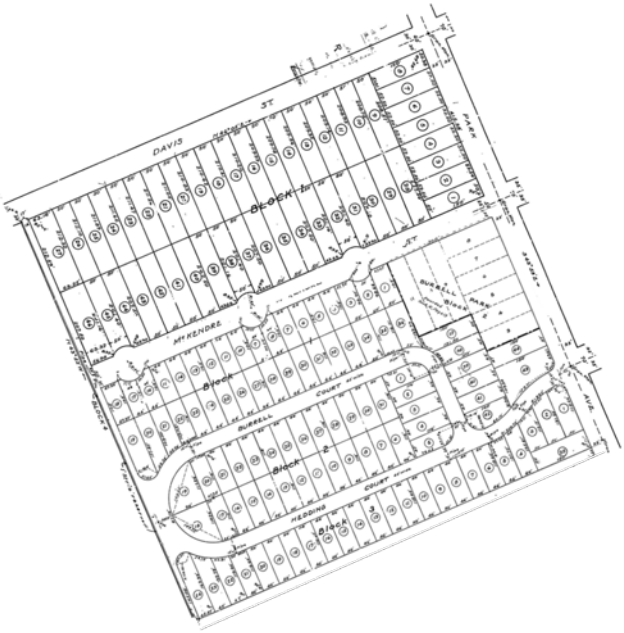


Figure 4. Top, Park Court subdivision map, sheet 1 (SCC Recorded Maps Book S, Page 38). Bottom, composite of Burrell Park Block 1 (SCC Recorded Maps Book R, Page 13) and Re-subdivision of Burrell Park Blocks 2 and 3 (SCC Recorded Maps Book S, Page 5).

CONTEMPORARY PHOTOGRAPHS: 633 PARK COURT

September 22, 2021

Figure 5. 633 Park Court. Recently landscaping with lush plantings and new brick pavers gives a little privacy from the street.

Figure 6. A curving, stuccoed brick fence was added to the right side of the front yard.

Figure 7. Living room (left) has a pair of 8-lite casements. Dining room (right) has triple group of casements.

Figure 8. Note the undersized attic vent – vent design varies on this house.

Figure 9. East side at the kitchen windows.

Figure 10. East side from the kitchen rearward.

CONTEMPORARY PHOTOGRAPHS (Cont'd)

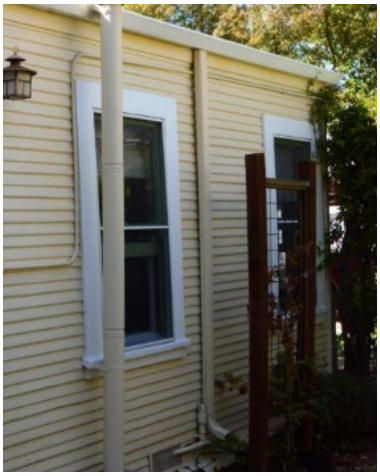


Figure 11. Typical double-hungs in back rooms. Screens are metal, not wood frames, but they blend sufficiently well.

Figure 12. New French doors at rear. Note door at ground level to basement is open.

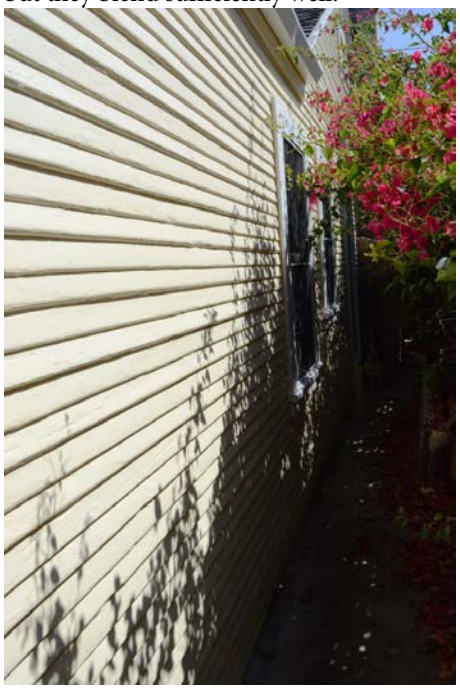


Figure 13. West (left) side yard.

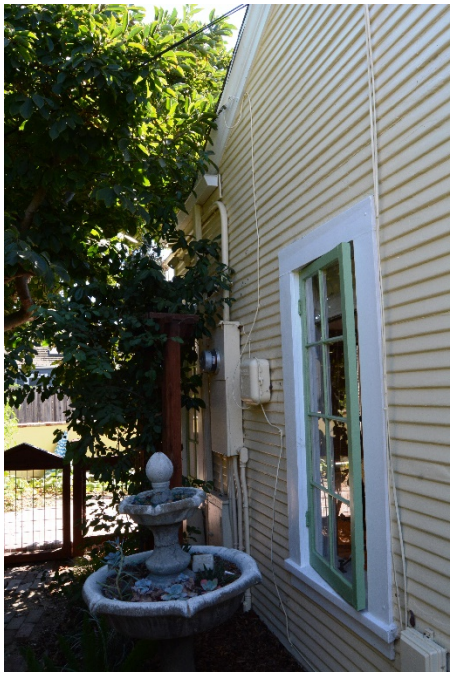


Figure 14. Dining room window on east side.

CONTEMPORARY PHOTOGRAPHS (Cont'd)

Figure 15. Gutter return on east elevation.

Figure 16. Smaller attic-story vent window. Sash and trim style match other windows.

Figure 17. The rear yard patio space looking toward the door into the office space at the back of the 1999 garage.

Figure 18. Garage/Office (built 1999), opening onto Cypress Alley.

ADDITIONAL PHOTOGRAPHS: DECEMBER 12 and 13, 2021

Figure 19. 620 Park Court. An almost exact copy of the form of our subject property (Fig 1.) Windows on the dining room are slightly different. Walk, steps, and landscaping are very different, but the mass, form, and major architectural details match.

Figure 20. 663 Park Court. Similar, yet slightly different. Mass and form are a match, but the windows have been replaced in recent years. The door has no triangular pediment at the top of the recess.

Figure 21. 723 Park Court. Same form but details changed – especially the windows. Again no triangle over the modern door (Source: Google Street View).

Exhibit C

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.

633 Park Court

10-year Work Plan

December 23, 2021

The following is a brief outline of some of the larger projects we intend to tackle for upkeep and repair as well as restoration of our beautiful little bungalow in the Park Court development which is now over 95 years old. Any old house needs almost constant maintenance, especially one made mostly of wood. But in addition to maintenance projects, we intend to tackle some major upgrade projects, such as the seismic improvements, to help assure that our house will last for another 100 years.

Years 1 – 3

Seismic Retrofit of Foundation

Fortunately, this house (b.1925) was built with a concrete foundation. But it meets the standards of the 1920s, not today's rules about resistance to a seismic event.

We will do an inspection and make a determination about how best to do a seismic retrofit and upgrade to improve the ability of the house to withstand the next earthquake(s).

- Have a professional make an inspection and help us determine the scope of work needed, and how best to proceed.
  At a minimum the scope will include:
  - Bolting the house down, so it doesn't twist off its foundation
  - Installation of plywood shear panels on the cripple walls,
  - 'hold down' straps and plates to attach the floor framing of the house to the shear panels of the cripple wall, and
  - plates and bolts to attach the wooden bottom plate to the concrete foundation wall
  - 'thru-bolting' and other heavy connections to resist both side-to-side motion and uplift
  - Installation of other metal hardware or wood assemblies as suggested by the engineer.

This voluntary work will include a permit application.

Epoxy repair of Historic Wood Doors and Windows

This work to be done following the Secretary of the Interiors Standards for the Treatment of Historic Properties

- Repair dry rot on numerous doors and windows to avoid replacement where possible.
- Add weatherstripping, add insulation, and perform other retrofit work to improve the energy efficiency of these historic character-defining features and materials

Major Landscape Maintenance

There is constant work to do in this category to keep the house looking its best and worthy of its historic designation, but some planned work includes:

- Remove trees that can harm foundations of main dwelling and/or garage unit

- Prune trees in the front yard to further limit damage to main dwelling
- Repair and repaint
    - outdoor fence, as well as
    - gates on the front and on the back of the house

Electrical and Other Upgrades

Older houses can often be in many ways 'smarter' than newer 'smart houses'.
Well implemented and hidden automation will improve electrical energy efficiency, increase the comfort of us residents, and also put emphasis on the beautiful features of our historic property.

The planned work includes:

- Controlled and automatic switching to reduce energy usage
- Replacement of all light fixtures with more energy efficient hardware
- Installation of new exterior lights along the perimeter of the property to create a pleasant and beautiful environment at night

Other than aesthetic and functional improvements, we plan on paving the way to 'go green' with solar: the conduit currently in place (underground, in the backyard) is too small to contain cables appropriate to carrying a large amount of energy from the garage to the energy grid connected to the main dwelling, and back. Hence we will include

- Replacement of electric conduit from main dwelling to garage, to meet current code and standards and get ready to install solar panels

Years 4 – 5

Roof

- Replace roofing over Entire House and Garage
- If possible, use a thicker 'architectural grade' shingle in a color/style that is period-appropriate for the 1920s.

Water preservation

- Design and installation of a grey water irrigation system**.**
  This would be done according to Santa Clara's rules for this new way to further save energy and resources, especially important nowadays with the ongoing drought and the needs of the increased population in the area
- Installation of water saving faucets in kitchen and bathrooms

Electrical energy

We are eager to install energy saving and green energy generating equipment as soon as possible.
It is important for all of us.

- Installation of solar panels on the roof, to generate green energy.
    - the panels should be installed on the roof of the garage unit in order to reduce to zero the risk of compromising the roof of the house

    - The system will include a battery backup.

Wood Maintenance

- Repeat Termite Treatment in both house and garage
- Repair decayed wood at base of siding and other miscellaneous places,
- Repair of dry rot anywhere it has appeared on the exterior wood, in preparation for repainting of the entire structure

Years 6 – 7

Landscaping
We will Renovate and Upgrade all Landscaping around the house including:

- Redesign the garden wall at the front of the house
- Redesign various large trellises to provide shade and privacy screening

Paint

- Prepare and Repaint Entire Exterior in period-appropriate colors so as to maintain the historical value of the house

Interior Improvements

- Paint selected interior rooms
- Replace kitchen and bathroom floors as needed

Years 8 – 9

Update Mechanical, Electrical Equipment
Because of the unavoidable effects of climate change, nowadays more attention is being given to energy, its production, and its consumption.
While we can't know, today, what exactly technology will offer 8-9 years down the line, we look forward with hope to the technological advancements we wish to see, and we plan to replace the already outdated equipment currently in the house with new, more efficient equipment:

- New whole-house HVAC system. Requires electrical and plumbing work.
- New tankless water heaters at least at two locations:
    - One for the kitchen, and
    - One for the garage
- New furnace-less and tankless space heaters
    - E.g. split AC system with heat-pump

Year 10

Work on more Hidden Assets:

- Excavate crawl space to meet code-required vertical clearances under wood floor structure
- Upgrade attic insulation and other insulation to reduce need for AC / heater
- Upgrade attic ventilation both in main house and garage unit to increase

Sincerely,

Riccardo Marino

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 _____, 2022, ("Effective Date"), by and between Riccardo Marino, owner of certain real property located at 633 Park Court ("OWNER") 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 OWNER 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 OWNER 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) OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2022 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-52-009, and generally located at the street address 633 Park Court, 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. OWNER submitted a Mills Act Proposal to City on January 12, 2022. 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 OWNER, 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 OWNER, 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 OWNER or CITY desires in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNER to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNER 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) OWNER 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 OWNER of nonrenewal. If either CITY or OWNER 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) OWNER 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) OWNER 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 OWNER 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) OWNER 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 OWNER' continued compliance with the terms of this Agreement. OWNER 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) OWNER 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 OWNER 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 OWNER 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 OWNER 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 OWNER breached any of the terms or conditions of this Agreement; or

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

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

(c) In the event of cancellation, OWNER 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 OWNER 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 OWNER 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 OWNER hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNER 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 OWNER 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 OWNER 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 OWNER' legal interest in the Historic Property.

(c) CITY and OWNER 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 633 Park Court), and OWNER.

(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: Riccardo Marino
633 Park Court
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNER 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, OWNER 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 OWNER shall become legally liable arising from OWNER' 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 OWNER. 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 $7,564.00 (seven thousand, five hundred, and sixty-four dollars), 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 OWNER 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:

Office of the City Attorney City of Santa Clara	RAJEEV BATRA City Manager 1500 Warburton Avenue Santa Clara, CA 95050 Telephone: (408) 615-2210 Fax: (408) 241-6771

"CITY"

Riccardo Marino
Owner of 633 Park Court

By: _____
Riccardo Marino
633 Park Court
Santa Clara, CA 95050

"OWNER"

Exhibits:
A – Property Description
B – Primary Record
C – Standards for Rehabilitation
D – Restoration Schedule