



## Memorandum

**TO:** HONORABLE MAYOR AND  
CITY COUNCIL

**FROM:** Historic Landmarks Commission

**SUBJECT:** SEE BELOW

**DATE:** June 8, 2007

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**COUNCIL DISTRICT:** 3

**SUBJECT: MA07-001. HISTORICAL PROPERTY CONTRACT FOR THE WILDER-HAIT HOUSE, CITY LANDMARK NO. HL04-150, LOCATED AT 1190 EMORY STREET.**

### **RECOMMENDATION**

The Historic Landmarks Commission recommends (7-0-0) that the City Council approve a Historical Property Contract for the Wilder-Hait House, City Landmark No. HL04-150.

### **OUTCOME**

Approval of the Historical Property Contract would allow the property owner to utilize property tax relief to maintain the property. By approving the contract, the City and the applicant become partners in the preservation of the Landmark property.

### **BACKGROUND**

The owners, Alex Clerk and Cynthia Clerk, are requesting a Historical Property Contract to allow property tax relief to rehabilitate and maintain the Wilder-Hait House (Historic Landmark No. HL04-150) located at 1190 Emory Street. The site is zoned R-1-8 Single Family Residence Zoning District and is designated Public/Quasi-Public (PQP) on the adopted San Jose 2020 General Plan Land Use/Transportation Diagram. Surrounding land uses include single-family houses and the Central YMCA site.

In January 2004, the Wilder-Hait House was evaluated in an updated Department of Parks and Recreation Form (DPR; see attached) and Historic Evaluation Sheet. The DPR stated that the building met the qualification thresholds for City Landmark status and appeared to be eligible for the National Register. The City Council designated the building as a City Landmark on June 1, 2004 (Resolution #72122).

On June 6, 2007 the Historic Landmarks Commission held a public hearing (see Historic Landmarks Commission Public Hearing section, below). The item was approved on the Consent Agenda with no public testimony or comment from Commissioners.

## ANALYSIS

### **Required Provisions of Historical Property Contracts**

Municipal Code Chapter 13.48 requires provisions of Historical Property Contracts as follows:

- A. A description of the Landmark Property subject to the Contract;
- B. A provision that the term of the is a minimum period of ten years;
- C. Specific conditions requiring preservation of the Landmark Property and where appropriate, restoration and rehabilitation of the Landmark Property to conform to the requirements of the City, and the rules and regulations of the Office of Historic Preservation of the State of California Department of Parks and Recreation;
- D. Provision for the periodic examination of the interior and exterior of the Landmark Property by the City of San Jose, Santa Clara County Assessor, and the State Board of Equalization as may be necessary to determine the owner's compliance with the Contract.
- E. A requirement that the property owner annually expend an amount equal to a minimum of 10% of the tax savings attributed to the Contract to the preservation and maintenance of the Landmark Property; and
- F. A provision that the Contract is binding upon and shall inure to the benefit of, all successors in interest of the owners; and that a successor in interest shall have the same rights and obligations under the Contract as the original owners who entered into the Contract.

In addition to the Municipal Code provisions above, the proposed Historical Property Contract includes a condition that the owner shall rehabilitate the property in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer. By agreeing to the provisions of the Historical Property Contract, the property owner will assure the City that the Landmark property will be preserved and rehabilitated. In exchange, the property owner will enjoy property tax relief that will enable him to maintain the property. In this way, the City and the applicant become partners in the preservation of the Landmark property.

State legislation requires the City Clerk to record a Historical Property Contract with the County Recorder by December 31st of any calendar year in order to be effective during the following calendar year.

### **Required Findings of Historic Property Contracts**

In accordance with Municipal Code Chapter 13.48, the City Council may approve a Historical Property Contract only if the following findings are made:

1. The proposed Contract is consistent with the General Plan;

HONORABLE MAYOR AND CITY COUNCIL

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2. The proposed Contract would provide greater protection for the Landmark Property than is otherwise provided by the provisions of Municipal Code Chapter 13.48; and
3. The proposed contract complies with the required provisions of Historical Property Contracts listed above.

### **Historic Landmarks Commission Public Hearing**

On September 20, 2006 the Historic Landmarks Commission held a Public Hearing to consider the proposed contract. The Commission voted 7-0-0 to recommend that the City Council approve the Historical Property Contract. The Commission recommended that the City Council make the following findings:

1. Preservation of specific structures or special areas is a part of the San Jose 2020 General Plan Urban Conservation/Preservation Major Strategy. The proposed Contract is consistent with General Plan Historic, Archeological and Cultural Resources Policies, which state that the City should utilize a variety of techniques and measures to serve as incentives toward fostering the rehabilitation of individual buildings and districts of historic significance.
2. The proposed Contract provides greater protection for the Landmark Property than is otherwise provided by the provisions of Municipal Code Chapter 13.48 because the owner, in partnership with the City, may use property tax relief to rehabilitate and maintain the property in accordance with the preservation plan, Exhibit "C".
3. The proposed Contract complies with the required provisions of Historic Property Contracts, listed above.

### **POLICY ALTERNATIVES**

Not applicable

### **PUBLIC OUTREACH/INTEREST**

- Criterion 1:** Requires Council action on the use of public funds equal to \$1 million or greater. **(Required: Website Posting)**
- Criterion 2:** Adoption of a new or revised policy that may have implications for public health, safety, quality of life, or financial/economic vitality of the City. **(Required: E-mail and Website Posting)**
- Criterion 3:** Consideration of proposed changes to service delivery, programs, staffing that may have impacts to community services and have been identified by staff, Council or a Community group that requires special outreach. **(Required: E-mail, Website Posting, Community Meetings, Notice in appropriate newspapers)**

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Although this item does not meet any of the above criteria, staff will follow Council Policy 6-30: Public Outreach Policy. The property owner has requested the Historical Property Contract. The Historic Landmarks Commission held a public hearing on the proposed Historical Property Contract on June 6, 2007 and the City Council will hold a public hearing on June 19, 2007. Public hearing notices were published and mailed to property owners within a 500-foot radius.

### COORDINATION

Preparation of the Historical Property Contract has been coordinated with the City Attorney's Office.

### FISCAL/POLICY ALIGNMENT

This project is consistent with City Council Policy: Preservation of Historic Landmarks, and the Historic, Archaeological, and Cultural Resources San Jose 2020 General Plan policies.

### COST SUMMARY/IMPLICATIONS

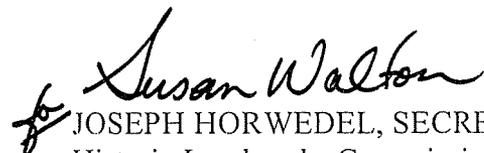
Not applicable.

### BUDGET REFERENCE

Not applicable.

### CEQA

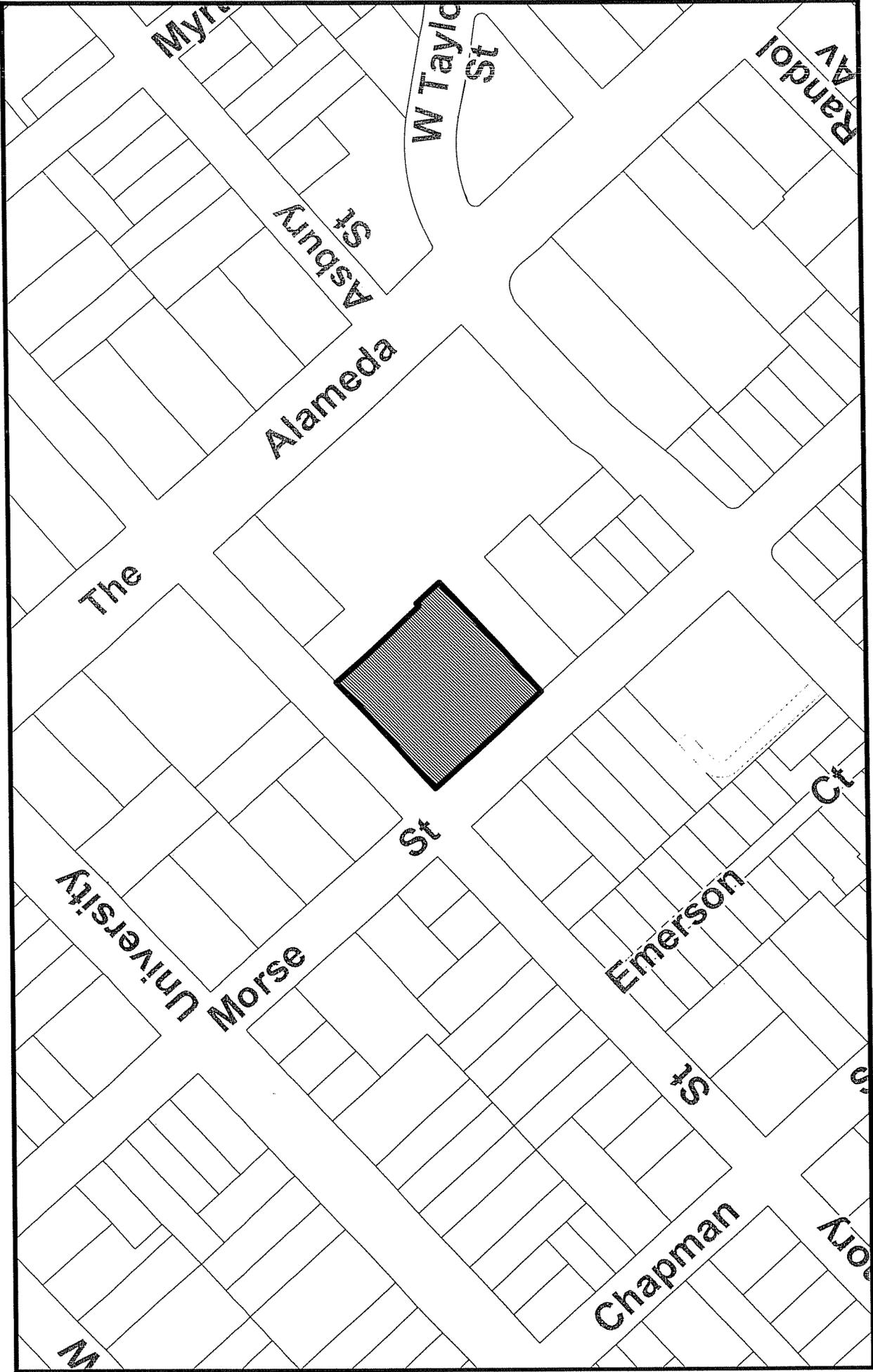
Exempt, file no. MA07-001

  
JOSEPH HORWEDEL, SECRETARY  
Historic Landmarks Commission

For questions, please contact Sally Zarnowitz at 535-7834.

#### Attachments:

- Location map
- Photos



File No: MA07-001

District: 6

Quad No: 82

Scale: 1"= 200'  
Noticing Radius: 500 feet



03/09/2007

PRIMARY RECORD

Primary #

HRI #

Trinomial

NRHP Status Code

Other Listings

Review Code

Reviewer

Date

Page 1 of 9 \*Resource Name or # (Assigned by recorder): SJC03022

P1. Other identifier: Wilder-Hait House

\*P2. Location: [ ] Not for Publication [X] Unrestricted

\*a. County Santa Clara County

and (P2b and P2c or P2d. Attach a location map as necessary.)

\*b. USGS 7.5 Quad San Jose West

Date 1980 (photorevised) T 7S ; R 1W ; Mount Diablo B.M.

c. Address: 1190 Emory Street

City San Jose

Zip 95126

d. UTM:(give more than one for large and/or linear resources)

Zone 10S ; 595428

mE/ 4132993

mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

Southeast corner of Emory and Morse Streets

APN# 261-13-032

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

Located on a 1.12 acre urban lot just off The Alameda in the Rose Garden area of San Jose, this large, two-story single family residence is situated in a neighborhood of distinguished homes built during the inter-war period as San Jose expanded its urban boundaries to encompass the unincorporated areas between the downtown and nearby Santa Clara. The house was custom designed by the local firm of Binder & Curtis, and the historical record indicates that the grounds at that time were also professionally designed by a nationally known landscape designer, although the name of this person as well as the original design has been lost in time. The house is Tudor in design, reflecting a modernistic implementation of the English Tudor revival style that gained popularity in the United States shortly after World War I. It is one of the more distinctive examples of the style locally, the work of architects who had established themselves as San Jose's most prominent firm by the 1920s. (Continued on page 4, DPR523L)

\*P3b. Resource Attributes: (List attributes and codes) HP2. Single family property

\*P4. Resources Present [X] Building [ ] Structure [ ] Object [ ] Site [ ] District [ ] Element of District [ ] Other (Isolates, etc.)



P5b. Description of Photo: (View, date, accession#)

View from the north, 1/04

\*P6. Date Constructed/Age and Source:

[X] Historic [ ] Prehistoric [ ] Both

1923 (San Jose Mercury Herald, 12/19/1923)

\*P7. Owner and Address:

Neil and Monica MacKinnon  
1190 Emory St.  
San Jose, CA 95112

\*P8. Recorded By: (Name, affiliation, and address)

B. Montgomery & F. Maggi  
Archives & Architecture  
1901 S. Bascom Ave. #1530  
Campbell, CA 95008

\*P9. Date Recorded: 1/7/04

\*P10. Survey Type: (Describe)

Intensive

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

None

\*Attachments:

- [ ] None [X] Continuation Sheet [ ] District Record [ ] Rock Art Record [ ] Other (List):
- [X] Location Map [X] Building, Structure, and Object Record [ ] Linear Feature Record [ ] Artifact Record
- [ ] Sketch Map [ ] Archaeological Record [ ] Milling Station Record [ ] Photograph Record

BUILDING, STRUCTURE, AND OBJECT RECORD

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\*NRHP/CRHR Status Code 4S

Resource Name (Assigned by recorder)

SJC03022

B1. Historic Name: Wilder-Hait House

B2. Common Name: None

B3. Original Use: Single-family residential

B4. Present Use: Single-family residential

\*B5. Architectural Style: Tudor Revival

\*B6. Construction History: (Construction date, alterations, and date of alterations)

Built 1923; building used as local YMCA administrative offices, 1966-2000; reverted to single-family residence, 2000

\*B7. Moved? [X] No [ ] Yes [ ] Unknown Date: n/a

Original Location: n/a

\*B8. Related Features:

Three of detached garage. Swimming pool and cabana constructed 1954.

B9a. Architect: Binder & Curtis

b. Builder: Unknown

\*B10. Significance: Theme Architecture / Industry

Area: Rose Garden, San Jose

Period of Significance: 1923-1953

Property Type: Residential

Applicable Criteria: B, C

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

The residential building at 1190 Emory St. is initially associated with Francis Alfred Wilder, who was born on October 6, 1873, in Vallejo, California, the second of four children born to A. J. and Emma Wilder. His father was a superintendent of the Southern Pacific's Western Division. Frank graduated from the University of California at Berkeley in 1896. He played quarterback for the football team and was coxswain on the rowing team. He was an enthusiastic Cal alumni supporter until his death.

Wilder started in his business career with the California Fruit Cannery Association (known later as Calpak, then Del Monte). By April 1905, he had left the company along with George Pratt and Fred Low to found the Pratt-Low Preserving Company. The three men built the cannery on 22 acres acquired from the Pacific Manufacturing Company at Bellomy St. and The Alameda near the Santa Clara railroad depot. The cannery would go on to become one of Santa Clara County's leading employers: a permanent work force of several hundred swelling to over 1000 employees during pack season.

(Continued on page 4, DPR523L)

B11. Additional Resource Attributes: (list attributes and codes) None

\*B12. References:

(See ref 6, DPR523L)

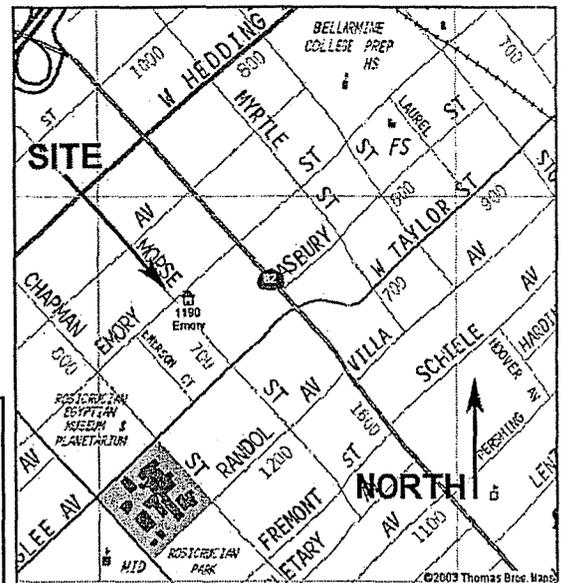
Remarks: Proposed San Jose city landmark nomination

Evaluator: Franklin Maggi

Evaluation: January 7, 2004

(This space reserved for official comments.)

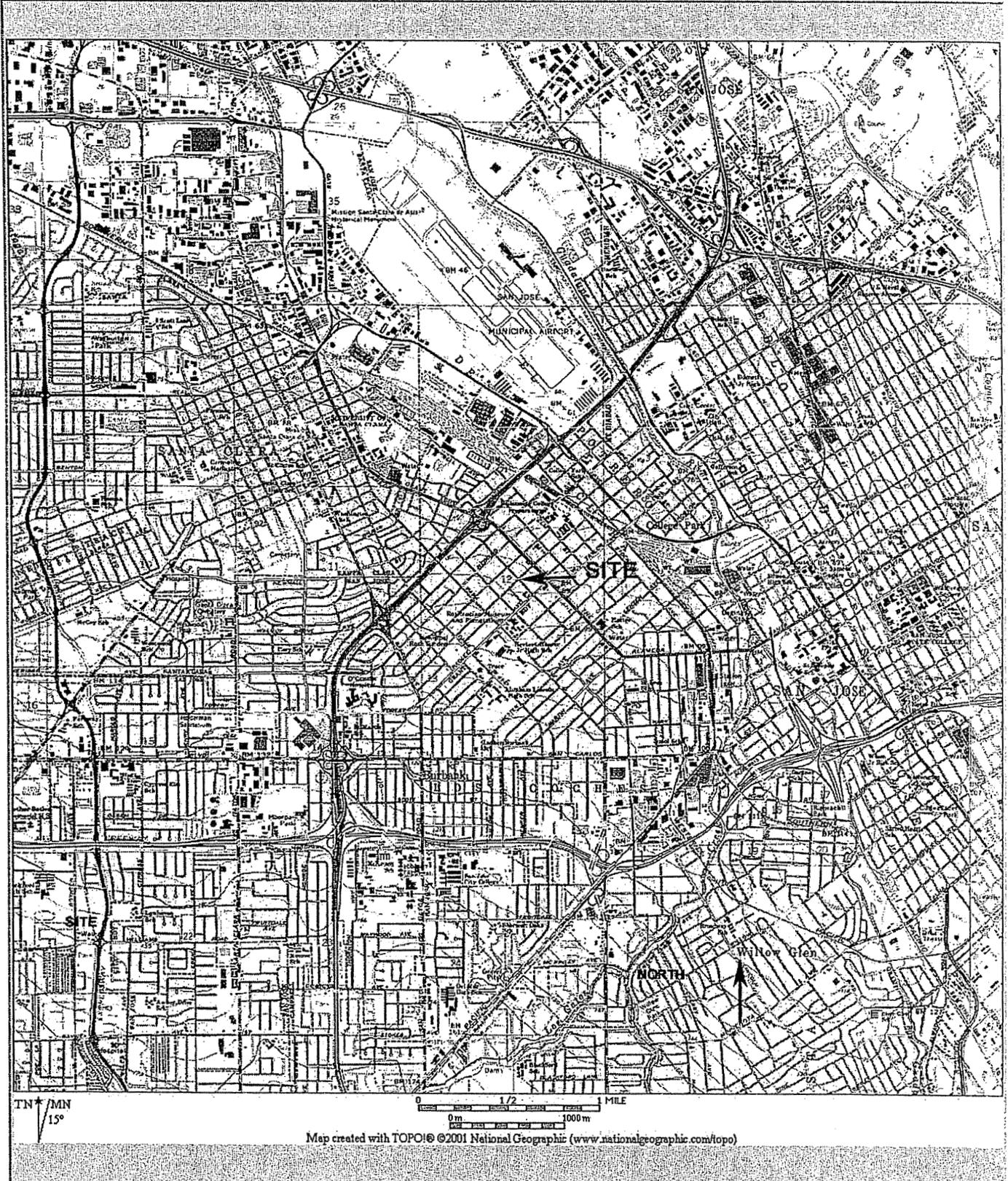
(Sketch Map with north arrow required.)



\* Map Name: USGS San Jose West and East

\* Scale: not to scale

\* Date of Map: 1980 (photorevised)



## CONTINUATION SHEET

Page 4 of 9 \*Resource Name or # (Assigned by recorder) SJC03022

\* Recorded By B. Montgomery & F. Maggi \* Date 1/7/2004  Continuation  Update

(Continued from page 1, DPR523a, P3a)

The house is configured an an L in plan, a rear one-story wing extending from the primary two-story volume to the southeast. A small rear yard is nestled within the L, and on the east property line is a detached three-car garage separated from the house by the driveway. To the rear of the garage is a cabana and pool, which shares the rear of the lot with a grove of redwood trees located near the Morse Street setback. The cabana is vernacular in design, characteristic of a mid-1950s constructed ancillary building. The house faces Emory Street behind an expansive lawn area.

The house is of wood frame construction over a concrete footing, and is clad with stucco. The two-story portion of the building has a large, steeply pitched, cross-gable roof, the eaves placed at mid-height of the second story to emphasis the dominant roof form in the composition. Centrally placed gables are front and rear. The front gable protrudes and rises above the facade, and contains an oriel window above an alcoved entry. Entry to the alcove is through a depressed arch trimmed with drip molding. The front door is original to the building: a custom slab with leaded glass insert and side-lites fitted to an arched form.

The symmetry of the front facade is a counterpoint to the rich interplay of shapes found on the sides and rear of the building. On the Morse Street facade a junior gable mimics the main side gable to the rear. On the east facade, a two-story wing that connects the one-story L is layered below the main gable, this smaller gable cantilevered over a large window area. A small shed roof, basement ceiling, and the hipped one-story wing provide a juxtaposition of forms that contrast with the dominant forms of the main part of the house.

Although modern in its overall appearance, the building contains a wealth of details the architects articulated to associate it with its English roots. These include extensive use of multi-lite casement windows with large external metal hinges, stucco fencing designed to be integral to the house form and topped at the corners with stone balls, diamond pane leaded glass windows, and ornate scuppers under the eaves. Stucco fencing is located between the house and garage that is designed to be integral to the house form. Additional ornate concrete fencing is located along the front patios that is classical in design, common to estate homes built in Santa Clara Valley during the early parts of the twentieth century.

(Continued from page 2, DPR523b, B10)

In 1920, Wilder was one of several local businessmen who organized a \$500,000 corporation for construction and initial operation of the Security Warehouse and Cold Storage Company on the former site of the Knox-Goodrich mansion in San Jose at North Second Street near Julian Street. The location was chosen for its proximity to the Southern Pacific railroad line and for its access to First and Second streets. The plant was designed for cold storage of fresh fruit, brine storage of eggs, and freezing of fruit and meat. Its first president was Elmer E. Chase, previously president of the nearby Golden Gate Packing Company, a cannery which had been adjacent to the railroad line since 1877. Frank A. Wilder would hold dual vice presidencies at Pratt-Low and with the Security Warehouse and Cold Storage Company until his retirement in 1939.

Frank Wilder joined San Jose's Sainte Claire Club in 1907 and was an early member of the San Jose Country Club. The Wilders' frequent travels abroad were regularly reported in the society page of the San Jose newspapers.

Wilder purchased the land on which this house would be built in a number of separate transactions. It is not known from whom and when he bought the first lot (a portion of lot 6, block 1 of the 1877 Chapman and Davis subdivision), but he purchased an adjacent piece of land, to deepen the lot, on February 6, 1922, from J.B. and Gertrude Roberts. The undeveloped property was in the College Park precinct, then an unincorporated area of Santa Clara County near The Alameda between the cities of San Jose and Santa Clara.

The following month, Howard Clarke Wilder, the second child of Frank A. Wilder and Ethel Clarke Wilder, was born in San Francisco. Their oldest child, Anne, had been born two years earlier. The family, along with two domestic employees, was able to move into their new home early in November 1923.

(Continued on next page)

CONTINUATION SHEET

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\* Recorded By B. Montgomery & F. Maggi

\* Date 1/7/2004

Continuation  Update

(Continued from previous page)

The house was one of the grander residences among the many constructed during the building boom of 1923 and 1924 in the Santa Clara Valley. The San Jose Mercury Herald, following the editorial example of the Los Angeles Times, made a conscious decision to promote new construction by publishing one article in each issue highlighting a newly built residential or commercial building in the San Jose area. A John C. Gordon photograph of the Wilder home accompanied an article published in the Mercury Herald on December 19, 1923. The home, designed by the architectural firm of Binder & Curtis, was described as "modern English, with a touch of Tudor influence." The original floor plan was described in detail, a layout that remains intact today. The article announced that "a reproduction of the lovely, well-kept grounds of an English manor" had been designed by a nationally famous landscape artist, and that planting would begin in the spring. It is unknown who that landscape architect might have been, but it appears that most of the original plantings no longer exist.

Although the College Park area was not annexed into the city of San Jose until December 1925, the movement toward annexation began in earnest during the period in which this house was constructed. A devastating fire in Berkeley on September 17, 1923, alerted residents in surrounding unincorporated areas of San Jose that they would be without fire protection if a similar conflagration should hit their homes.

In the 1930s, Frank Wilder was appointed to a federal committee that heard trade practices complaints for California. He was a director of the California Cannery League and was a committee chairman for the National Cannery League. He helped establish many of the standards adopted for canned fruits and vegetables nationwide. After Frank Wilder's retirement in 1939, the family moved to Washington, D.C., where Mr. Wilder served as a senior government advisor for the allocation of food containers during World War II. Their daughter Anne attended medical school in the Washington area during that time and remained a practicing psychiatrist there for many years.

David Low resigned as president of Pratt-Low in 1940. The cannery passed out of the hands of the original owners in May 1945, when Harry A. Irving of the Carmel Canning Company purchased a controlling interest of shares. In July 1945, just a few weeks later, Frank Wilder sold 1190 Emory St. to James M. and Ruth Hait. The Wilders moved into a new home near the San Jose Country Club.

In 1956, Pratt-Low Preserving Company merged with the Los Angeles food chain Fitzsimmons Stores. In 1960, the plant was sold to Duffy-Mott, an East Coast food manufacturer operating under the Mott's brand label. The plant was in full operation until 1971, when it cut back to canning only prune and tomato juices. The cannery was finally closed in April 1978, and the site sold to Santa Clara University.

James M. Hait was born in Brooklyn on April 19, 1906. He graduated from Rensselaer Polytechnic Institute in 1928 and started his career with Peerless Pump in Los Angeles. Hait soon became Chief Engineer and the inventor of significant improvements in the efficiency of deep well turbine pumps. In 1932, San Jose's Food Machinery Corporation (FMC) acquired Peerless, beginning Hait's 44-year career with FMC.

During World War II James Hait led FMC's efforts to develop and manufacture 30,000 of Water Buffalo amphibious vehicles for the Navy and Marines. In 1946, just after he moved into 1190 Emory St., he was appointed FMC's Corporate Director of Engineering and established FMC's Central Engineering Laboratory in San Jose, which was responsible for developing technology and products for FMC's non-defense Machinery Divisions.

With the onset of the Korean War, Hait was instrumental in founding FMC's Ordnance Division, which over the years developed and manufactured thousands of armored amphibious vehicles and other military equipment for the armed forces. Hait became executive vice president of FMC in 1956, president in 1960, and chairman in 1966. In 1971 he retired as chairman, but continued to serve as a senior consultant and chairman of the corporate technical committee. In 1975 he retired from the board of directors. In 1983, Hait was inducted into the Ordnance Hall of Fame, one of the few civilians to be so honored. In 1999, he was inducted into the Silicon Valley Engineering Hall of Fame. James M. Hait died at the age of 94 on January 16, 2001.

(Continued on next page)

**CONTINUATION SHEET**

Page 6 of 9 \*Resource Name or # (Assigned by recorder) SJC03022

\* Recorded By B. Montgomery &amp; F. Maggi

\* Date 1/7/2004

 Continuation  Update

(Continued from previous page)

In late 1953, the Haits sold 1190 Emory St. to Barney and Helen Levy. The Levy family's one addition was the extant backyard swimming pool and cabana, which was built for \$4000 (San Jose building permit no. 18347, 2/10/1954). Barney Levy was the owner of Stratford's clothing store on South First Street. Members of the Levy family had been clothiers in San Jose since at least 1915.

In 1966, the Levys sold the house to the YMCA, which used it as their central San Jose administrative offices until 2000. Some minor alterations were made to convert living space to offices, but the interior has maintained a fairly high level of integrity. On October 11, 2000, the house was sold to Neil and Monica McKinnon, returning it again to single-family use.

The property was identified in the 1970s as a part of San Jose's first historic resources survey, and was also included within the Santa Clara County Heritage Resources Inventory at that time. In reviewing the local survey efforts, the State Historic Preservation Officer found that the property "May become eligible for the National Register." Although the house has been used for non-residential uses, it has retained a high level of integrity to its original design. The present owners have returned the property to its original use as a single-family residence, and have worked to return the interior building to its early residential character.

Because the property is associated with persons important to our past, and the residence is a distinctive implementation of 1920s Tudor Revival architecture by the prominent local firm of Binder and Curtis, the property appears eligible for the National Register under Criteria B and C.

(Continued from page 2, DPR523b, B12)

San Jose city directories, 1870-1979.

California Death Index, 1905-1997.

Santa Clara County Deeds 551:90, J.B. Roberts and Gertrude Roberts to Frank A. Wilder, 2/6/1922.

U.S. Federal census, 1880, 1920, 1930.

Sawyer, E. T. History of Santa Clara County, California. Los Angeles: Historic Record Co., 1922.

"San Jose Building Many Homes for Newcomers," San Jose Mercury Herald, 9/18/1923.

" 'Greater San Jose' May Be Reality Within Sixty Days," San Jose Mercury Herald, 10/7/1923.

"Unity of Purpose Needed in Building Greater City," San Jose Mercury Herald, 10/11/1923.

Untitled society notice, San Jose Mercury Herald, 11/4/1923, p. 37.

"English Style with Tudor Influence," San Jose Mercury Herald, 12/19/1923.

"Canning Company Reorganizes," San Jose Mercury Herald, 7/23/1941.

"Pratt-Low Canning Firm Sold," San Jose Mercury Herald, 5/19/1945.

Santa Clara County Official Records 1283:123, Frank A. Wilder and Ethel Clarke Wilder to James M. Hait and Ruth H. Hait, 7/14/1945.

"F. A. Wilder, Pioneer S.J. Canner, Dies," San Jose Mercury Herald, 3/30/1949.

"Funeral Services Conducted for Francis A. Wilder," San Jose Mercury Herald, 4/2/1949.

"Share It with Barrett," San Jose Mercury News, 8/21/1955.

"Pratt-Low Preserving, Store Firm in Merger," San Jose Mercury News, 6/26/1956.

"Pratt-Low Purchase Confirmed," San Jose Mercury News, 6/25/1960.

"73-year-old Duffy-Mott Cannery Closes," San Jose Mercury News, 4/30/1978.

Howard Wilder obituary, Los Gatos Weekly Times, 5/24/2000.

Santa Clara County Official Records, Corporation Grant Deed No. 15418988, Trustees of the Young Men's Christian Association to Neil and Monica MacKinnon, 10/11/2000.

"James M. Hait, 94, Led Development of FMC's 'Water Buffalo' Vehicle," San Jose Mercury News, 1/16/2001, p. 5B.

Oral interview with Marilyn Wilder by Bonnie Montgomery, 7/29/2003.

"Biographies," <http://www.fmc.com/Corporate/V2/GeneralDetail/0,1478,597,00.html>, site last accessed 1/5/2004."Ordnance Hall of Fame 1983 Inductees," <http://www.goordnance.apg.army.mil/HallofFame/fame83.doc>, site last accessed 1/5/2004."1999 SVEC Hall of Fame," <http://www.svec.org/hof/1999.html#hait>, site last accessed 1/5/2004.

Page 7 of 9 \*Resource Name or # (Assigned by recorder) SJC03022

\* Recorded By B. Montgomery & F. Maggi

\* Date 1/7/2004

Continuation  Update



# CONTINUATION SHEET

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\* Recorded By B. Montgomery & F. Maggi

\* Date 1/7/2004

Continuation  Update

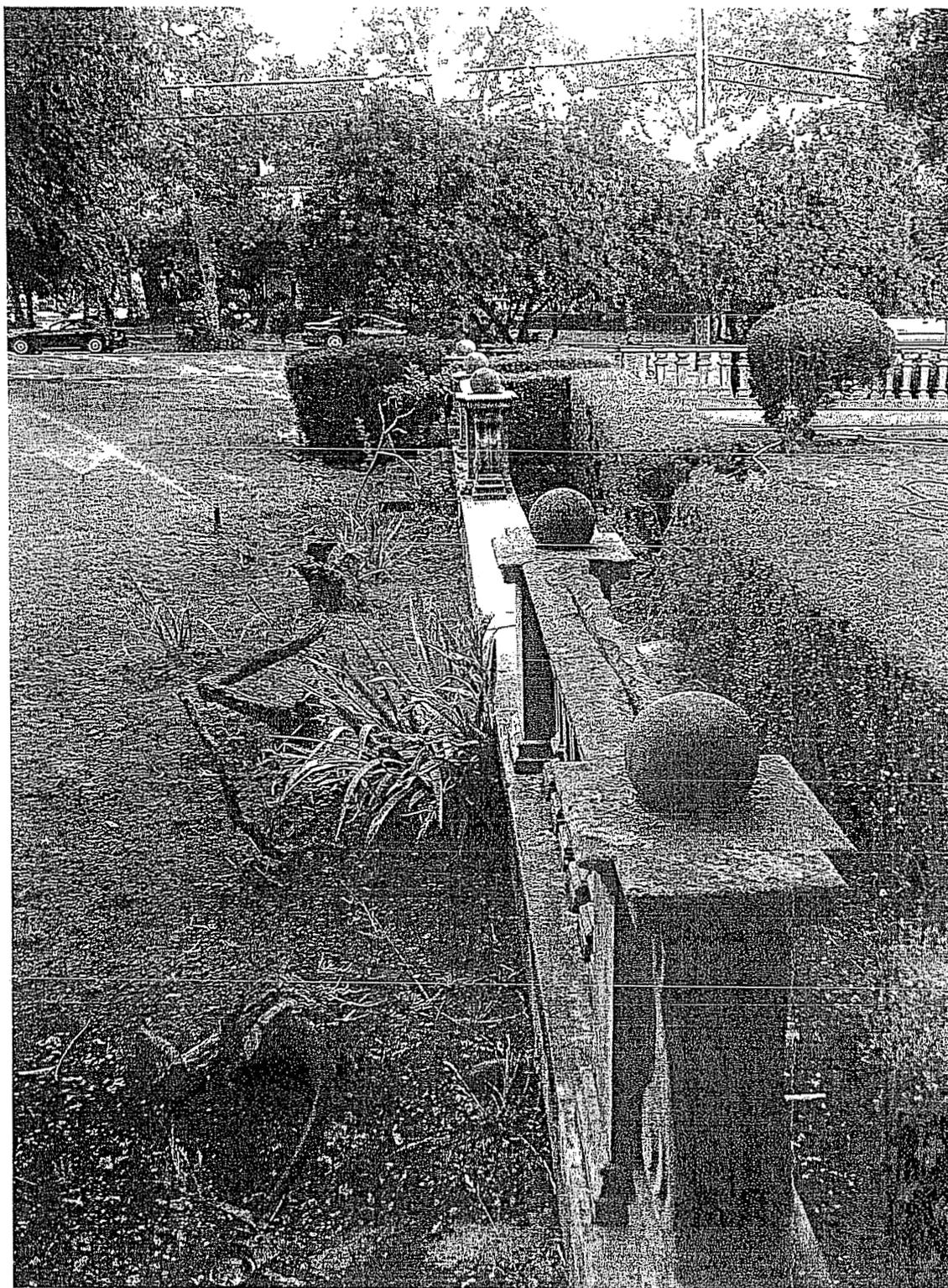


# CONTINUATION SHEET

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\* Recorded By B. Montgomery & F. Maggi

\* Date 1/7/2004  Continuation  Update



**CONTINUATION SHEET**

Page 10 of 10 \*Resource Name or # (Assigned by recorder) SJC03022

\* Recorded By B. Montgomery & F. Maggi

\* Date 3/1/2004

Continuation  Update

Update to page 2, DPR523b, B10:

In October 1931, *The Architect & Engineer* journal published a photograph and a design plan of the gardens of F. A. Wilder of San Jose. The architects of the house were identified as Binder & Curtis, and the landscape architect was identified as Neal Townley Childs. According the Environmental Design Archives at the University of California, Berkeley, Neal Townley Childs, born around 1887, was educated in landscape architecture and forestry at Yale and Berkeley. He worked for the U.S. Forest Service and was an assistant professor of forestry at the University of Nebraska before heading his own landscape architecture and consulting forestry firm in San Francisco from 1915 to 1920. He returned to forestry for a few years before returning to landscape design in 1923. He worked out of his home Oakholme in Atherton and completed numerous residential projects in the Palo Alto area. His professional, office, and project records from 1916 to 1935 are in the Environmental Design Archives of the University of California, Berkeley.

Update to page 2, DPR523b, B12:

*The Architect & Engineer*, October 1931, pp. 43-44.  
Environmental Design Archives, University of California, Berkeley. Online profile and finding aid for Neal Townley Childs collection at <http://www.ced.berkeley.edu/cedarchives/profiles/childs.htm>

COUNCIL AGENDA: 06-19-07

ITEM: 4.10



## Memorandum

**TO:** HONORABLE MAYOR AND  
CITY COUNCIL

**FROM:** Joseph Horwedel

**SUBJECT:** SEE BELOW

**DATE:** May 31, 2007

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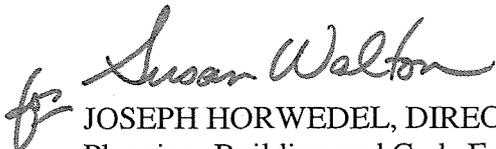
### TRANSMITTAL MEMO

**COUNCIL DISTRICT:** 3

**SNI:** N/A

**SUBJECT:** MA07-001. LOCATED ON 1190 EMORY STREET.

The Historic Landmarks Commission will hear this project on June 6, 2007. The memorandum with Historic Landmarks Commission recommendations will be submitted under different cover. We hope the submittal of this staff report is of assistance in your review of this project.

  
JOSEPH HORWEDEL, DIRECTOR  
Planning, Building and Code Enforcement

For questions please contact Sally Zarnowitz at (408) 535-7800.

CITY OF SAN JOSÉ, CALIFORNIA  
Department of Planning, Building and Code Enforcement  
801 North First Street, Room 400  
San José, California 95110-1795

Hearing Date/Agenda Number  
H.L.C. 6/6/07 Item 3.b

File Number  
MA07-001

Application Type  
Mills Act historical property contract

Council District SNI  
3 N/A

Planning Area  
Central

Assessor's Parcel Number(s)  
261-13-032

## STAFF REPORT

### PROJECT DESCRIPTION

Completed by: Darren McBain

Location: 1190 Emory Street

Gross Acreage: 1.1

Net Acreage: 1.1

Net Density:

Existing Zoning: R-1-8 Residence

Existing Use: Single-family residence

Proposed Zoning: No change

Proposed Use: No change

### GENERAL PLAN

Completed by: DM

Land Use/Transportation Diagram Designation  
Public Quasi Public PQP

Project Conformance:  
 Yes  No  
 See Analysis and Recommendations

### SURROUNDING LAND USES AND ZONING

Completed by: DM

North: Institutional

A( PD) YMCA

East: Residential

A(PD) Planned Development

South: Residential

A(PD) Planned Development

West: Residential

R-1-8 Residential

### ENVIRONMENTAL STATUS

Completed by: DM

Environmental Impact Report found complete  
 Negative Declaration circulated on  
 Negative Declaration adopted on

Exempt  
 Environmental Review Incomplete

### FILE HISTORY

Completed by: DM

Annexation Title: College Park/Burbank Sur

Date: 12/08/1925

### PLANNING DEPARTMENT RECOMMENDATIONS AND ACTION

Recommend Approval  
 Recommend Approval with Conditions  
 Recommend Denial

Date May 30, 2007

Approved by:

*Susan Walton*

### OWNER/APPLICANT

Alex Clerk and Cynthia Clerk  
1190 Emory Street  
San Jose, CA 95126

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**PUBLIC AGENCY COMMENTS RECEIVED**

Completed by: DM

Department of Public Works

None

Other Departments and Agencies

None

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**GENERAL CORRESPONDENCE**

See attached DPR

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**ANALYSIS AND RECOMMENDATIONS****BACKGROUND**

The property owners, Alex and Cynthia Clerk, are requesting a Historic Property Contract to allow partial property tax relief to rehabilitate and maintain the Wilder-Hait House, City Landmark No. HL04-150. The project location at 1190 Emory Street is a 1.1-acre parcel in the R-1-8 single-family residence zoning district. Surrounding land uses include single-family houses and the Central YMCA site.

In January 2004, the Wilder-Hait House was evaluated in an updated Department of Parks and Recreation Form (DPR; see attached) and Historic Evaluation Sheet. The DPR stated that the building met the qualification thresholds for City Landmark status and appeared to be eligible for the National Register. The City Council designated the building as a City Landmark on June 1, 2004 (Resolution #72122).

A Planned Development rezoning (File No. PDC06-100) on an adjacent parcel to allow relocation and rehabilitation of one existing California Register eligible historic residence, two new single-family detached residences, and parking lot reconfiguration on the adjacent Central YMCA site, was considered by HLC in April 2007 and was approved by the City Council in May 2007.

**HISTORIC RESOURCE DESCRIPTION**

The Department of Parks and Recreation Form completed by Franklin Maggi and Bonnie Montgomery in January 2004 included the following information: The residential building at 1190 Emory St. is initially associated with Francis Alfred Wilder, who started in his business career with the California Fruit Cannery Association (known later as Calpak, then Del Monte). By April 1905, he had left the company along with George Pratt and David Low to found the Pratt-Low Preserving Company. The three men built the cannery on 22 acres acquired from the Pacific Manufacturing Company at Bellomy St. and The Alameda near the Santa Clara railroad depot. The cannery would go on to become one of Santa Clara County's leading employers with a permanent work force of several hundred swelling to over 1000 employees during packing season.

Wilder purchased the land on which this house would be built in separate transactions, purchasing the last piece of land in 1922. The house was one of the grander residences among the many constructed during the building boom of 1923 and 1924 in the Santa Clara Valley. A photograph of the Wilder home accompanied an article published in the Mercury Herald on December 19, 1923. In October 1931, The Architect & Engineer journal published a photograph and plan of the gardens.

Located on a 1.1-acre urban lot just off The Alameda in the Rose Garden area of San Jose, this large, two-story single-family residence is situated in a neighborhood of distinguished homes built during the inter-war period as San Jose expanded its urban boundaries to encompass the unincorporated areas between the downtown and nearby Santa Clara. The house is one of the more distinctive examples of the modernistic implementation of the English Tudor revival style locally, the work of the architectural firm of Binder & Curtis who had established themselves as San Jose's most prominent firm by the 1920s. The L-shaped wood frame house is clad in stucco and faces Emory Street behind an expansive lawn area. The two-story portion of the building has a large, steeply pitched, cross-gable roof, with the eaves placed at mid-height of the second story to emphasize the dominant roof form. Centrally placed gables are located front and rear. The front gable protrudes and rises above the facade, and contains an oriel window above an entry alcove. The front door is original to the building: a custom slab with leaded glass insert and side-lites fitted to an arched form. The symmetry of the front facade is a counterpoint to the rich interplay of shapes found on the sides and rear of the building.

Although modern in its overall appearance, the building contains a wealth of details the architects articulated to associate it with its English roots. These include extensive use of multi-lite casement windows with large external metal hinges, stucco fencing designed to be integral to the house form and topped at the corners with stone balls, diamond pane leaded glass windows, and ornate scuppers under the eaves. Integral stucco fencing is located between the house and garage. Additional ornate concrete fencing located along the front patios is classical in design, common to estate homes built in Santa Clara Valley during the early parts of the twentieth century.

## **GENERAL PLAN CONFORMANCE**

Preservation of specific structures or special areas is a part of the San Jose 2020 General Plan Urban Conservation/Preservation Major Strategy. The proposed Contract is consistent with General Plan Historic, Archeological and Cultural Resources Policies, which state that the City should utilize a variety of techniques and measures to serve as incentives toward fostering the rehabilitation of individual buildings and districts of historic significance.

## **ANALYSIS**

The Historic Landmark Preservation Agreement is an incentive for ownership of City Landmarks. It is a contract between the City of San Jose and the owner of a designated City Landmark which allows the owner to enjoy a reduced property tax rate from the County Assessor in exchange for the preservation, and in some cases restoration and rehabilitation, of the owner's historic property. The purpose of the agreement is to provide greater protection for the City Landmark property than is otherwise provided by the historic preservation regulations in the City Municipal Code. The County Assessor sets the property tax rate based on an appraisal of the market value of the land and improvements. A property under contract will receive a property tax reduction based on an appraisal of the rental value of the land and improvements.

### **1. Required Provisions of Historic Property Contracts**

Municipal Code Chapter 13.48 requires provisions of Historic Property Contracts as follows:

- A. A description of the Landmark Property subject to the Contract;
- B. A provision that the term of the Contract is a minimum period of ten years;

- C. Specific conditions requiring preservation of the Landmark Property and, where appropriate, restoration and rehabilitation of the Landmark Property to conform to the requirements of the City, and the rules and regulations of the Office of Historic Preservation of the State of California Department of Parks and Recreation;
- D. Provision for the periodic examination of the interior and exterior of the Landmark Property by the City of San Jose, Santa Clara County Assessor, and the State Board of Equalization as may be necessary to determine the owner's compliance with the Contract.
- E. A requirement that the property owner annually expend an amount equal to a minimum of 10% of the tax savings attributed to the Contract to the preservation and maintenance of the Landmark Property; and
- F. A provision that the Contract is binding upon and shall inure to the benefit of, all successors in interest of the owners; and that a successor in interest shall have the same rights and obligations under the Contract as the original owners who entered into the Contract.

In addition to the Municipal Code provisions above, State legislation requires the City Clerk to record a Historic Property Contract with the County Recorder by December 31<sup>st</sup> of any calendar year in order to be effective during the following calendar year.

## **2. Required Findings of Historic Property Contracts**

In accordance with Municipal Code Chapter 13.48, the City Council may approve a Historic Property Contract only if the following findings are made:

- A. The proposed Contract is consistent with the General Plan;
- B. The proposed Contract would provide greater protection for the Landmark Property than is otherwise provided by the provisions of Municipal Code Chapter 13.48; and
- C. The proposed Contract complies with the required provisions of Historic Property Contracts listed above.

## **ENVIRONMENTAL REVIEW**

Under the provisions of Section 15307 of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), this project is found to be exempt from environmental review, in that the project is limited to an action taken by a regulatory agency as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

## **RECOMMENDATION**

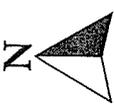
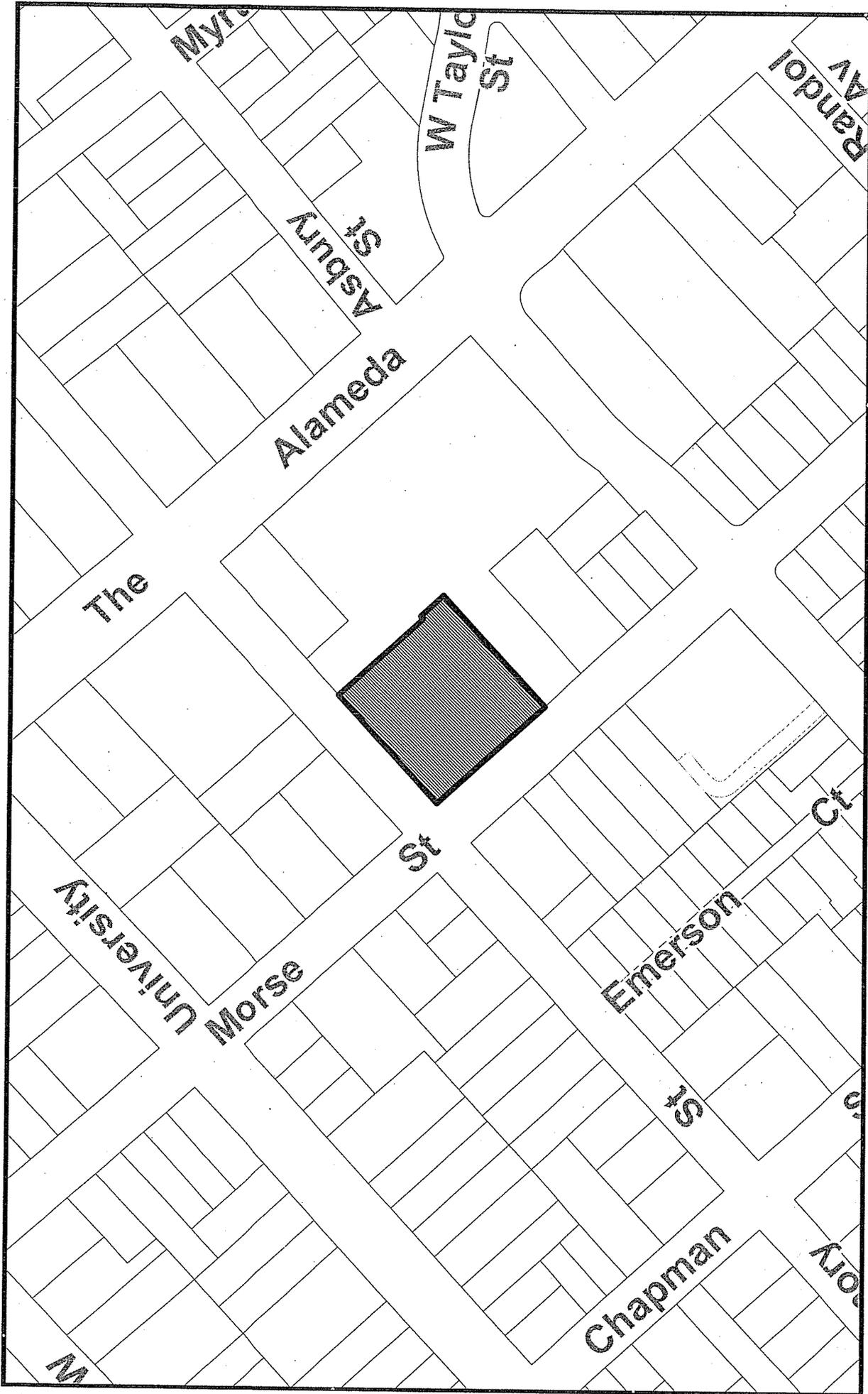
Planning staff recommends that the Historic Landmarks Commission recommend the City Council make the following findings and approve the proposed Historical Property Contract:

- A. Preservation of specific structures or special areas is a part of the San Jose 2020 General Plan Urban Conservation/Preservation Major Strategy. The proposed Contract is consistent with General Plan Historic, Archeological and Cultural Resources Policies, which state that the City should utilize a variety of techniques and measures to serve as incentives toward fostering the rehabilitation of individual buildings and districts of historic significance.

- B. The proposed Contract provides greater protection for the Landmark Property than is otherwise provided by the provisions of Municipal Code Chapter 13.48 because the owner, in partnership with the City, may use property tax relief to rehabilitate and maintain the property in accordance with the preservation plan, Exhibit "C".
- C. The proposed Contract complies with the required provisions of Historic Property Contracts, listed above.

Attachments:

- Location map
- Draft agreement
- Photos



File No: MA07-001

District: 6

Quad No: 82

Scale: 1"= 200'  
Noticing Radius: 500 feet

03/09/2007

## HISTORIC LANDMARK PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter referred to as the "CITY") and Alex and Cynthia Clerk (hereinafter referred to as the "OWNER").

### RECITALS

**WHEREAS**, California Government Code Section 50280, et seq. and Chapter 13.48 of the San Jose Municipal Code authorize CITY to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so to retain its characteristics as property of historical significance; and

**WHEREAS**, OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Wilder-Hait House (City Landmark Number HL04-150), located at 1190 Emory Street (hereinafter such property shall be referred to as the "Historic Landmark"). A legal description of the Historic Landmark is attached hereto as Exhibit "A" and incorporated herein by this reference; and

**WHEREAS**, on June 1, 2004 the City Council of the City of San Jose adopted its Resolution Number 72122 thereby declaring and designating the Historic Landmark as a historic landmark pursuant to the terms and provisions of Chapter 13.48 of the San Jose Municipal Code; and

**WHEREAS**, CITY and OWNER for the mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristic of historical significance of the Historic Landmark and to qualify the Historic Landmark for an assessment of valuation pursuant to the provisions of Chapter 3, of Part 2, of Division 1 of the California Revenue and Taxation Code.

## 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.** This Agreement shall be effective and commence on \_\_\_\_\_, 2007 (the "Effective Date"), and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the Effective Date, such initial term will automatically be extended as provided in Section 2, below.

**2. Renewal.** Each year on the anniversary of the Effective Date of this Agreement (hereinafter referred to as the "Renewal Date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either OWNER or CITY desires in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual Renewal Date 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 term of the Agreement as provided herein. Upon receipt by OWNER of a notice of nonrenewal from CITY, OWNER may make a written protest of the non-renewal. 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 and the property shall remain enforceably restricted for the balance of the term then remaining, either from its original execution or from the past renewal of the Agreement, whichever may apply. The Director of Planning, Building and Code Enforcement shall record the Notice of Nonrenewal and file a copy with the Assessor of Santa Clara County. Nonrenewal shall not be deemed a cancellation pursuant to Section 6 of this Agreement.

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

a. OWNER shall preserve and maintain the characteristic of historical significance of the Historic Landmark in no less than equal to the condition of the property as of June 7, 2006, the date on which OWNER acquired the property. OWNER shall document the existing condition of the Historic Landmark by providing to CITY on the Effective Date a minimum of four (4) current and clear photographs of each elevation of the Historic Landmark structure, of any character-defining or historically significant features of the Historic Landmark structure or property, and of any areas of the Historic Landmark for which improvements are planned or intended by OWNER. Attached hereto as Exhibit "B", and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Landmark, which shall apply to such property and with which OWNER shall comply throughout the term of this Agreement.

b. OWNER shall, where necessary or required, restore and rehabilitate the property in full accordance with the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and with the requirements of Chapter 13.48 of the San Jose Municipal Code, including any permits or approvals granted pursuant to that Chapter. Without limiting the forgoing, OWNER shall perform all of the restoration and rehabilitation activities of the Historic Landmark set forth on Exhibit "C," attached hereto and incorporated herein by this reference, within any timelines that may be set forth in Exhibit C.

c. OWNER shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Historic Landmark by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization and CITY as may be necessary to determine OWNER's compliance with the terms and provisions of this Agreement.

d. OWNER shall annually expend an amount equal to a minimum of 10% of the tax savings attributed to this Agreement for the preservation and maintenance of the Historic Landmark.

4. **Force Majeure.** OWNER shall not be held responsible for repair or replacement of the Historic Landmark if damaged or destroyed through "Acts of God," such as flood, tornado, lightning, earthquake or fire or other cause resulting therefrom; CITY shall, however, have the right to cancel this Agreement pursuant to terms of Section 6, Cancellation.

5. **Provisions of Information of Compliance.** OWNER hereby agrees to furnish CITY with any and all information requested by CITY that may be necessary or advisable to determine compliance with the terms and provisions of this Agreement. OWNER shall retain, store and preserve during the term of this Agreement all records that are related to or that evidence the eligibility of the Historic Landmark or OWNER's compliance with the terms and provisions of this Agreement.

6. **Cancellation.** CITY, following a duly noticed public hearing, may cancel this Agreement if it determines that OWNER breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic landmark. CITY also may cancel this Agreement if it determines that OWNER has failed to restore or rehabilitate the property or Historic Landmark in the manner specified in Subsection 3(b) of this Agreement. In the event of cancellation pursuant to this Section 6, OWNER may be subject to payment of those cancellation fees set forth in the California Government Code. Prior to any procedures set forth in this Section, CITY shall give notice of breach to OWNER and OWNER shall have one hundred and twenty (120) days to cure such breach to the reasonable satisfaction of CITY.

7. **Binding Effect of Agreement.** This Agreement shall be binding upon, and inure to the benefit of, all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as OWNER.

8. **Notice.** 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 Clerk  
City of San José  
200 East Santa Clara Street  
San José, CA 95113

OWNER: Alex Clerk and Cynthia Clerk  
1190 Emory Street  
San Jose, CA 95126

9. **General Provisions.**

a. 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.

b. OWNER agrees to and shall hold CITY and its elected officials, officers, agents and employees harmless from liability from damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct use or operations of OWNER or those of OWNER's contractor, subcontractor, agent, employee or other person acting on OWNER's behalf which relate to the use, operation and maintenance of the Historic Landmark. OWNER hereby agrees to and shall defend the CITY and its elected officials, officers, agents and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of OWNER's activities in connection with the Historic Landmark. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the CITY prepared, supplied or approved the plans, specifications or other documents for the Historic Landmark.

c. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent

preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

**“CITY”**

CITY OF SAN JOSE, a municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
RENÉE A. GURZA  
Senior Deputy City Attorney

By \_\_\_\_\_  
LEE PRICE, CMC  
City Clerk

**“OWNER”**

By \_\_\_\_\_  
Alex Clerk

By \_\_\_\_\_  
Cynthia Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
FOR  
1190 Emory Street  
(See attached)**

## EXHIBIT "B"

OWNER shall, where necessary, restore and rehabilitate the Historic Landmark and shall do so only in full accordance and compliance with the rules and regulations of the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, as the same may be amended from time to time.

A summary of the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (the "Standards") is provided below for convenient reference. OWNER shall comply with the Standards in effect when OWNER commences any rehabilitation or restoration work on the Historic Landmark.

The Standards (Department of the Interior Regulations, 36 CFR 67) pertain to historic buildings of all materials, construction, types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

- 1) A property shall be used for its historic purposes or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- 2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 3) Each property shall 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 architectural element from other buildings, shall not be undertaken.
- 4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- 6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.

- 7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials, shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8) Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9) New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10) New additions and adjacent or related new construction shall 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.

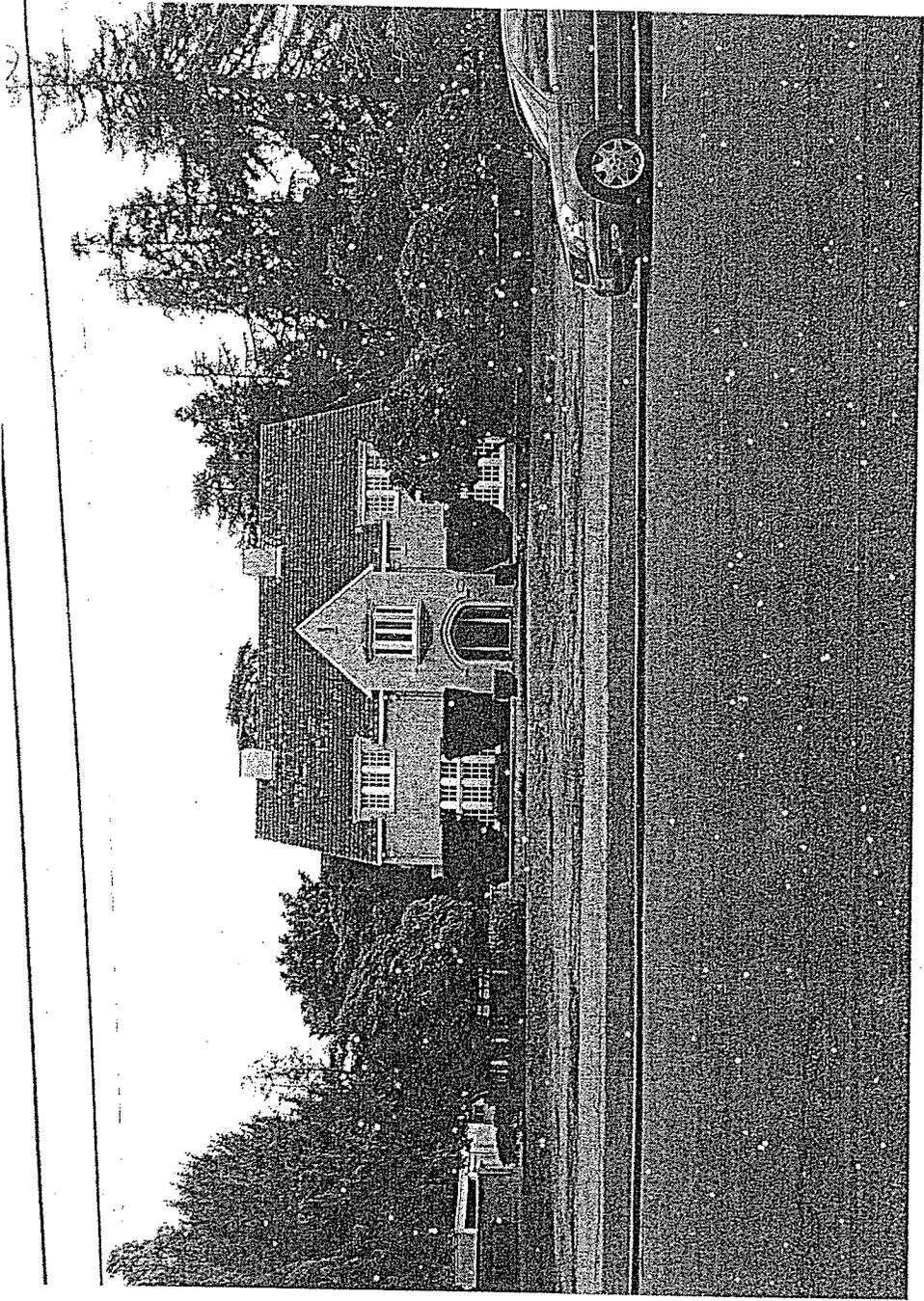
## EXHIBIT "C"

Owner shall annually expend an amount equal to a minimum of 10% of the tax savings attributed to this Agreement for the preservation and maintenance of the Historic Landmark in accordance with the terms and conditions set forth in this Agreement. The rehabilitation of the Historic Landmark shall be completed on or before the 10<sup>th</sup> anniversary of the Effective Date of this Agreement, and such rehabilitation shall include:

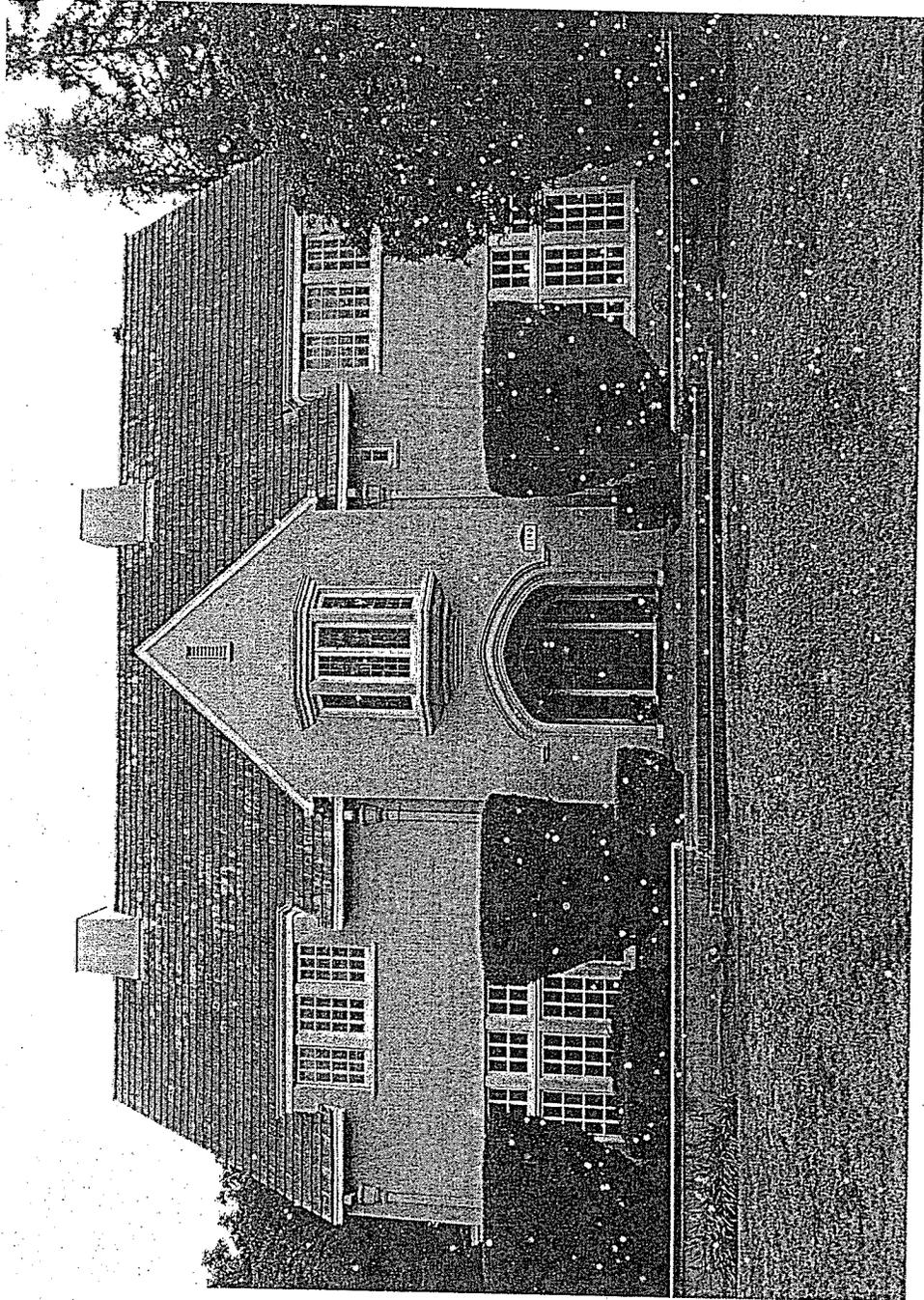
	<u>Year</u>	<u>Description</u>
One	2008	Plumbing upgrades
Two	2009	Basement waterproofing
Three	2010	Repaint exterior
Four	2011	Original door, window, and hardware restoration
Five	2012	Front iron fencing and exterior wall restoration
Six	2013	Foundation repair
Seven	2014	Repair exterior trim and siding
Eight	2015	Electrical upgrades
Nine	2016	Re-roofing and downspout restoration
Ten	2017	Repaint exterior

After the 10<sup>th</sup> anniversary of the effective date of this agreement, Owner shall expend an amount equal to a minimum of 10% of the tax savings attributed to this agreement for the continued preservation and maintenance of the Historic Landmark and more specifically shall perform and complete but without limitation the following tasks each year:

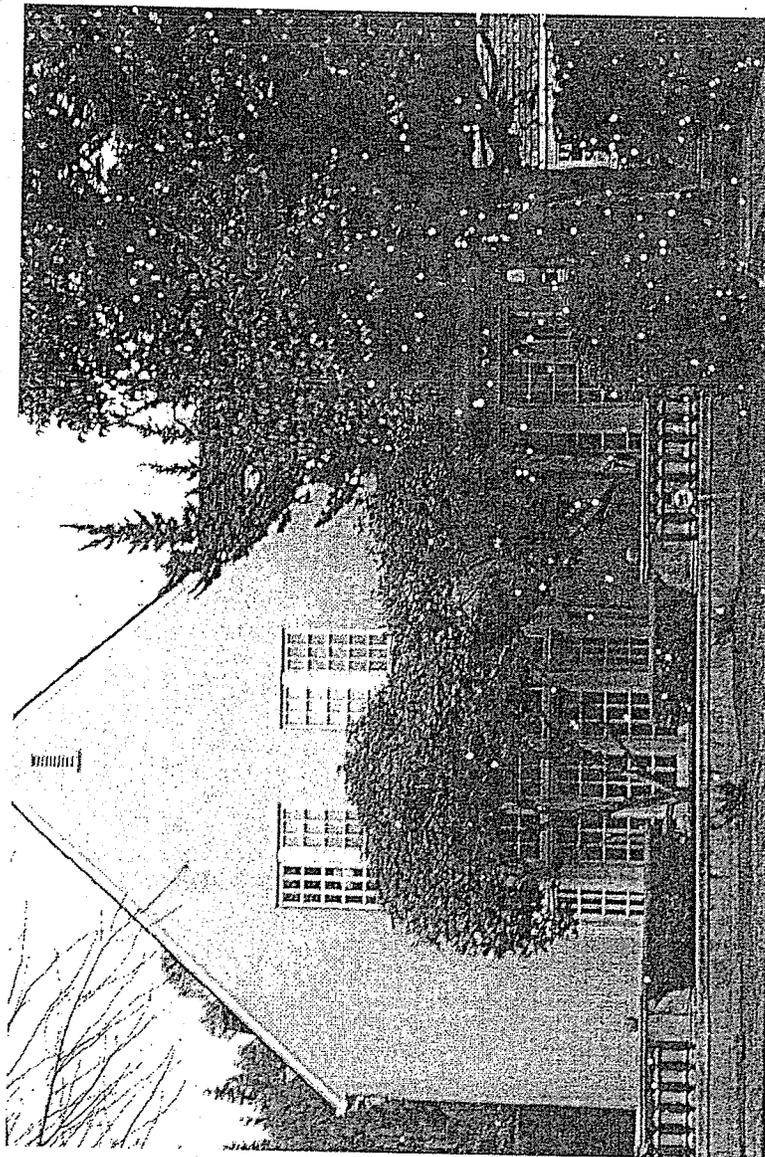
- Maintenance
- Painting
- Repairs



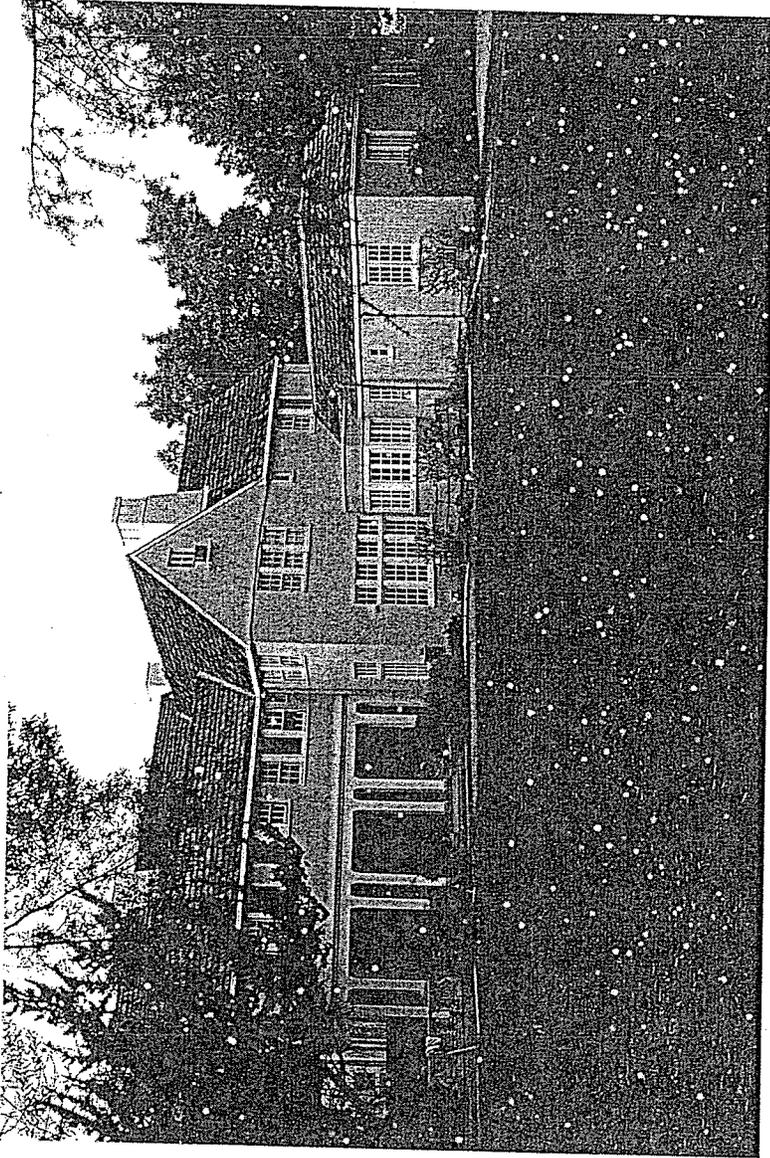
NORTH



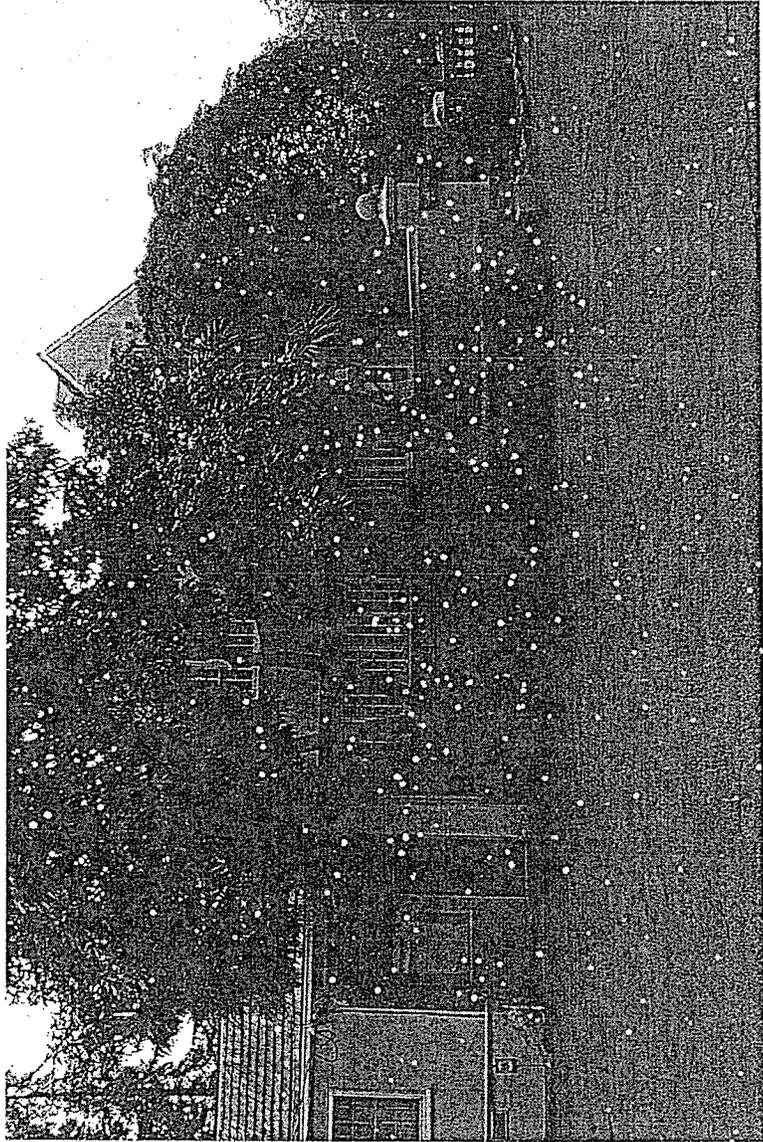
NORTH



WEST



South



EAST