COUNCIL AGENDA: 10-3-06
ITEM: 4.12 & 11.1 (a)

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Historic Landmarks Commission

SUBJECT: SEE BELOW

DATE: September 21, 2006

COUNCIL DISTRICT: 3

SUBJECT: MA06-002. HISTORICAL PROPERTY FOR THE CURTIS HOUSE, CITY LANDMARK NO. HL05-152, LOCATED AT 254 SOUTH SEVENTEENTH STREET.

RECOMMENDATION

The Historic Landmarks Commission recommends that the City Council approve (4-0-0) a Historical Property Contract for the Curtis House, City Landmark No. HL05-152.

OUTCOME

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

BACKGROUND

The owner, Gloria Sciara is requesting a Historical Property Contract to allow property tax relief to rehabilitate and maintain the Curtis House (Historic Landmark No. HL05-152) located at 254 South Seventeenth Street. The site is zoned R-1-8 Single Family Residence Zoning District and is designated Medium Low Density Residential (8.0 du/ac) on the adopted San Jose 2020 General Plan Land Use/Transportation Diagram. Surrounding uses include single family homes to the north, south, and west, and a vacant parcel adjacent to Coyote Creek to the east.
On September 27, 2005, the City Council adopted Resolution No. 72914, thereby declaring and designating the Curtis House as a Historic Landmark. The designation was based upon its embodiment of distinguishing characteristics of the Tudor Revival architectural type, its identification as the work of architect Ernest Curtis whose individual work for the firm of Binder and Curtis has influenced the development of the City of San Jose, and its embodiment of elements of architectural design, which represents a significant architectural innovation in its adaptation of traditional English countryside imagery in a modern residential design.

On September 20, 2006 the Historic Landmarks Commission held a public hearing. 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;

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 4-0-0 to recommend that the City Council approve the Historical Property Contract. The Commission recommended that the City Council make the following findings:

1. The proposed Contract is consistent with the General Plan because (1) the proposed single family residence is consistent with the Land Use/Transportation Diagram Designation of Medium Low Density Residential (8DU/AC), and (2) the proposal encourages the continuation and appropriate expansion of Federal and State programs which provide tax and other incentives for the rehabilitation of historically or architecturally significant structures.
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 standards for historic property, Exhibit "B" and the preservation plan, Exhibit "C".
3. The proposed Contract complies with the required provisions of Historical Property Contracts, which are listed above.

POLICY ALTERNATIVES

Not applicable

PUBLIC OUTREACH/INTEREST

- ☐ **Criteria 1**: Requires Council action on the use of public funds equal to $1 million or greater. **(Required: Website Posting)**
- ☐ **Criteria 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)**
- ☐ **Criteria 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)**

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 at the September 20, 2006 meeting. Public 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. MA06-002

Susan Walton
for JOSEPH HORWEDEL, SECRETARY
Historic Landmarks Commission

Attachments

For questions, please contact Sally Zarnowitz at 408-535-7834.

CITY OF SAN JOSÉ, CALIFORNIA
Department of Planning, Building and Code Enforcement
200 East Santa Clara Street
San José, California 95113

Hearing Date
H.L.C. 09/20/06
C.C. 10/03/06

Agenda Number
Item 3.b.

File Number
MA06-002

Application Type
Historical Property Contract

STAFF REPORT

Council District: 3
SNI: University

Planning Area
Central

Assessor's Parcel Number(s)
467-39-010

PROJECT DESCRIPTION — Completed by: S. Martina Davis

Location: Southeast corner of East San Antonio Street and South Seventeenth Street

Gross Acreage: 0.20 | Net Acreage: 0.20 | Net Density: 5 du/ac

Existing Zoning: R-1-8 Single Family Residence | Existing Use: Single Family Residence

Proposed Zoning: No change | Proposed Use: No change

GENERAL PLAN — Completed by: SMD

Land Use/Transportation Diagram Designation: Medium Low Density Residential (8.0 du/ac)

Project Conformance:
[x] Yes [ ] No
[ ] See Analysis and Recommendations

SURROUNDING LAND USES AND ZONING — Completed by: SMD

North: Single Family Residential	R-1-8 Single Family Residence
East: Vacant	R-2 Two Family Residence
South: Single Family Residential	R-1-8 Single Family Residence
West: Single Family Residential	R-1-8 Single Family Residence

ENVIRONMENTAL STATUS — Completed by: SMD

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

x] Exempt
[ ] Environmental Review Incomplete

FILE HISTORY — Completed by: SMD

Annexation Title:

Date: 3/27/1850

PLANNING DEPARTMENT RECOMMENDATIONS AND ACTION

[x] Approval
[ ] Approval with Conditions
[ ] Denial
[ ] Uphold Director's Decision

Date September 8, 2006 Approved by: Susan Walton

APPLICANT/OWNER

Gloria Sciara
254 South 17th Street
San Jose, CA 95112

PUBLIC AGENCY COMMENTS RECEIVED Completed by: SMD

Department of Public Works

None

Other Departments and Agencies

See attached Department of Parks and Recreation Form

GENERAL CORRESPONDENCE

See attached

ANALYSIS AND RECOMMENDATIONS

BACKGROUND

The owner, Gloria Sciara, is requesting a Historical Property Contract to allow property tax relief to rehabilitate and maintain the Curtis House, City Landmark No. HL05-152, located on the Southeast corner of East San Antonio Street and South Seventeenth Street, at 254 South Seventeenth Street.

The site is zoned R-1-8 Single Family Residence Zoning District and is designated Medium Low Density Residential (8.0 du/ac) on the adopted San Jose 2020 General Plan Land Use/Transportation Diagram. Surrounding uses include single family homes to the north, south, and west, and a vacant parcel adjacent to Coyote Creek to the east. The stucco-clad house is an example of a stylized Cotswold Cottage of the American Tudor Revival architectural style with divided-light, wood-framed windows. On September 27, 2005, he City Council adopted Resolution No. 72914, thereby declaring and designating the Curtis House as a Historical Landmark. The designation was based upon its embodiment of distinguishing characteristics of the Tudor Revival architectural type, its identification as the work of architect Ernest Curtis whose individual work for the firm of Binder and Curtis has influenced the development of the City of San Jose, and its embodiment of elements of architectural design, which represents a significant architectural innovation in its adaptation of traditional English countryside imagery in a modern residential design.

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.

ANALYSIS

The Historical Property Contract is an incentive for ownership of City Landmarks, enabled by State legislation under the Mills Act. It is a contract between the local jurisdiction and the owner of a historical property 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 historical property. The purpose of the Contract is to provide greater protection for a historic property than is otherwise provided by the local ordinances. Historical Property Contracts are available for both income producing and owner occupied properties. Generally, the income, or projected income, is divided by a capitalization rate to determine the revised assessed value of the property (see attached newspaper article).

In accordance with Municipal Code Chapter 13.48, the City Council may approve a Historical Property Contract only if findings can be made that: the proposed Contract is consistent with the General Plan; the proposed Contract would provide greater protection for the Landmark property than is otherwise provided by the provisions of the Municipal Code; and the proposed Contract complies with the required provisions of Historical Property Contracts.

1. General Plan Conformance

The Historical Property Contract process is consistent with the General Plan in that the preservation of specific structures or special areas is a part of the San Jose 2020 General Plan Urban Conservation/Preservation Major Strategy. The 2005 City Landmark designation of this property implemented the General Plan Historical, Archeological and Cultural Resources Policy No. 2, which states that the City should use the Landmark designation process to enhance the preservation of architecturally significant structures. Approval of the proposed Contract will implement Policy No. 6, which states that the City should utilize tax relief for designated Landmarks and/or Districts along with a variety of techniques and measures, including: the Discretionary Alternate Use Policy, transfer of development rights from designated Historical sites, alternative building code provisions, and grants or loans; to serve as incentives toward fostering the rehabilitation of individual buildings and districts of historical significance.

2. Historical Landmark Protection

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". While other sections of the Code provide for designation of City Landmarks and Districts, only the Historical Property Contract provisions provide an incentive for protection by making available financial resources for rehabilitation.

3. 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 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 Historical 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.

Planning Staff has confirmed that the Draft Contract (attached) includes the required provisions listed above. In addition to the Municipal Code provisions above, State legislation requires the City Clerk to record a Historical Property Contract with the County Recorder by December 31 of any calendar year in order to be effective during the following calendar year.

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. 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 Historical Property Contracts.

Attachments

- Draft Contract
- Historic Landmark Resolution
- DPR
- Site Plan
- Article

Reducing Property Taxes with the Mills Act

By Ken Fowler

Anyone who owns an older home would love to have more money available to maintain and restore it. The good news is that the state Mills Act can help free up those funds by reducing your real estate taxes. If you promise to use those tax savings to preserve your property's historic character, your recalculated property taxes using the special Mills Act assessment method can be reduced 50% or more!

What Property Is Eligible and How It Works

The City of San Jose has adopted the Mills Act and will enter into contracts only with property owners of designated city landmarks. The landmarking process must be completed before a Mills Act contract is initiated. See the accompanying story for how PAC*SJ member Rusty Lutz just obtained city landmark status for his North Second Street apartment building. (If you outside San Jose, check with your local planning office for what they have deemed a qualified historic property. Property owners in unincorporated Santa Clara County should contact the County Historical Heritage Commission.)

A Mills Act contract runs for 10 years and renews itself automatically. If the city or property owner chooses not to renew, the contract will terminate at the end of the current 10-year term. The city or property owner may also cancel the contract, but a penalty may be assessed.

How the Reduced Property Tax Is Computed

Mills Act contracts are available for income property and for owner-occupied property. Property valuation is determined by the "income" method. Generally, the income, or projected income, less certain expenses, is divided by a capitalization rate to determine the assessed value of the property. When a property is owner occupied, the determination of "income" is based on what a property could reasonably be expected to yield in rental income. In the case of income-producing property, the income amount is based on rent actually received and on typical rents received for similar property in similar use.

Here's an example of how much money would be saved on a historic residence assessed at $800,000. At a 1% property tax rate, current taxes would be $8,000. Let's say the property does or could generate a $5,000 monthly income, or a $60,000 annual gross. Let's say expenses (things like insurance, repairs, and utilities) run $10,000 a year. That would be a net income of $50,000. To determine the

capitalization rate, we add up four components:

1. Your mortgage rate (for this example, let's say 4%)
2. A historical property risk component (4% for owner-occupied single-family residences, 2% for other cases)
3. Amortization (for this example, let's say 5%)
4. Your property tax rate (for this example, 1%)

These four components add up to 14%. Divide $50,000 by 0.14, and you get the new assessed value of the residence, $357,143. Instead of the original $8,000 in property taxes, the new taxes would be $3,571. That's a yearly savings of $4,429.

N

Map Created On:
7/12/2006

Scale 1 in = 300 ft 1:3600
Noticing Radius: 500 ft

0 200 400
feet

File No: MA06-002
District: 03
Quad No: 083

HISTORIC LANDMARK PRESERVATION AGREEMENT
DRAFT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter referred to as the "CITY") and Gloria Sciara. (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 Curtis House (City Landmark Number HL05-152), and generally located at the street address 254 South 17th Street, San Jose, California (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 September 27, 2005 the City Council of the City of San Jose adopted its Resolution Number 72914 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 _____, 2006 (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 12, 1998, 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 pubic 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:	Gloria Sciara 254 South Seventeenth Street San Jose, CA 95112

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

By _____
LEE PRICE, CMC
City Clerk

APPROVED AS TO FORM:

_____
RENÉE A. GURZA
Senior Deputy City Attorney

"OWNER"

By _____
Gloria Sciara

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
254 South Seventeenth 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 10th anniversary of the Effective Date of this Agreement, and such rehabilitation shall include:

	Year	Description
One	2007	Install English style garden in back yard; or Patch stucco damage and paint back elevation.
Two	2008	Retile upstairs non historic bathroom and install new period fixtures in same place – toilet, sink and new valves to historic plumbing. Re-glaze historic built in tub.
Three	2009	Strip and re-stain all interior wood moldings – casement windows, bay window, staircase balusters, newel posts, railing and stairs, and stained glass window casings along staircase.
Four	2010	Paint exterior of house including stripping of front door.
Five	2011	Replace asphalt driveway with brick in herringbone pattern to match the face of garage.
Six	2012	Replace non historic picture windows in den and kitchen with historic replica casement windows.
Seven	2013	Restore historic garage doors (Abatron filler or equivalent) and new hinge hardware to replace broken hardware.
Eight	2014	Replace roof with cedar shingles or fire resistant replica shingles.
Nine	2015	Paint all interior of home and add period wallpaper as appropriate.
Ten	2016	Upgrade plumbing or electrical and insulate under den floor in basement and install security system.

After the 10th 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

RD:RG:JA

Painting

Repairs

Pbce002/Historic/Hist Prop Contracts/MA06-002 Contract

Doc#: 18616571
10/07/2005 1:32 PM

ENDORSED COPY

CONFORMED COPY: This document has not been compared with the original. SANTA CLARA COUNTY RECORDER

RESOLUTION NO. 72914

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE DESIGNATING, PURSUANT TO THE PROVISIONS OF CHAPTER 13.48 OF TITLE 13 OF THE SAN JOSE MUNICIPAL CODE, THE CURTIS HOUSE, LOCATED AT 254 SOUTH SEVENTEENTH STREET, AS A LANDMARK OF SPECIAL HISTORICAL, ARCHITECTURAL, CULTURAL, AESTHETIC OR ENGINEERING INTEREST OR VALUE OF A HISTORIC NATURE.

HL05-152

WHEREAS, Chapter 13.48 of Title 13 of the San José Municipal Code provides for the designation of structures and/or sites of special historical, architectural, cultural, aesthetic or engineering interest or value of a historical nature as landmarks by the City Council of the City of San Jose; and

WHEREAS, said Chapter 13.48 of Title 13 provides that any historic property can be nominated for designation as a City Landmark by the City Council, the Historic Landmarks Commission, or by application of the owner or the authorized agent of the owner of the property for which designation is requested; and

WHEREAS, the City Council, upon nomination by the Historic Landmarks Commission, adopted Resolution No. 72853 on August 16, 2005, initiating proceedings pursuant to said Chapter 13.48 of Title 13 for consideration of such landmark designation; and

WHEREAS, said Chapter 13.48 of Title 13 provides that before this Council may designate any building as a landmark, it shall hold at least one public hearing on such proposed designation, and that before it holds said public hearing, the Council shall refer said proposed designation to the Historic Landmarks Commission of the City of San Jose for its consideration at a public hearing and for its report and recommendation thereon; and

WHEREAS, within the time and in the manner provided by Chapter 13.48 of Title 13, the Historic Landmarks Commission did on September 7, 2005, at the hour of 6:30 p.m., conduct a public hearing on said landmark designation and recommend approval of the designation of The Curtis House, located at 254 South Seventeenth Street and described hereinafter in and as a part of this Resolution, as a landmark of special historical, architectural, cultural, aesthetic or

engineering interest or value of a historic nature, and made certain findings with respect thereto; and

WHEREAS, a copy of the City of San Jose Historic Landmark Nomination Form No. HL05-152 upon which such recommendation was made is on file in the Planning Division of the City of San Jose and available for review; and

WHEREAS, within the time and in the manner provided by said Chapter 13.48 of Title 13, the Council did give notice that on September 27, 2005 at the hour of 1:30 p.m. of said day, or as soon thereafter as said matter could be heard, this Council would, in the City Hall of the City of San Jose, 200 East Santa Clara Street, San Jose, California, hold a public hearing on said landmark designation at which hearing any and all persons interested in said proposed designation could appear and avail themselves of an opportunity to be heard and to present their views with respect to said proposed designation; and

WHEREAS, the subject property is all that real property described in Exhibit "A," attached hereto and made a part hereof by this reference as if fully set forth herein; and

WHEREAS, at the aforesaid time and place set for hearing, or to which the hearing was continued, this Council duly met, convened, and gave all persons full opportunity to be heard to present their views with respect to said proposed landmark designation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN JOSE AS FOLLOWS:

SECTION 1. In accordance with the provisions of Chapter 13.48 of Title 13 of the San Jose Municipal Code, the Historic Preservation Ordinance, this Council does hereby designate the Curtis House, located at 254 South Seventeenth Street and more fully described in Exhibit "A" attached hereto and incorporated herein by this reference, as a landmark of special historic, architectural, cultural, aesthetic or engineering interest or value of a historic nature.

SECTION 2. Said designation is based on the following criteria of the Historic Preservation Ordinance:

6. Its embodiment of distinguishing characteristics of the Tudor Revival architectural type or specimen; and

7. Its identification as the work of architect Ernest Curtis whose individual work for the firm of Binder and Curtis has influenced the development of the City of San Jose; and
8. Its embodiment of elements of architectural design, which represents a significant architectural innovation in its adaptation of traditional English countryside imagery in a modern residential design.

SECTION 3. The City Clerk is hereby directed to notify those persons designated in San Jose Municipal Code Section 13.48.110, Subsection L, in the manner specified by said Section and to direct the recordation of a Notice of Granting of this resolution in the Office of the Recorder of the County of Santa Clara.

ADOPTED this 27th day of September, 2005 by the following vote:

AYES:	CHIRCO, CORTESE, LeZOTTE, NGUYEN, PYLE, REED, YEAGER, CHAVEZ
NOES:	NONE
ABSENT:	CAMPOS, WILLIAMS; GONZALES
DISQUALIFIED:	NONE

CINDY CHAVEZ
Vice Mayor

ATTEST:

LEE PRICE, CMC
City Clerk

PBCE002/Historic/HL Nominations/HL05-152 final reso

Exhibit "A" attached:

325598.doc

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

PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____

Other Listings _____
Review Code _____ Reviewer _____ Date _____

 *Resource Name or #: (Assigned by recorder) Curtis, Ernest and Lottie House

P1. Other Identifier: None

*P2. Location: ☐ Not for Publication ☒ Unrestricted *a. County Santa Clara
and (P2b and P2c or P2d. Attach a Location Map as necessary.)
*b. USGS 7.5' Quad San José East Date 1980 photo-revised T7S; R1E; Mount Diablo B.M.
c. Address 254 South 17th St. City San José Zip 95112
d. UTM: (Give more than one for large and/or linear resources) Zone 10S; 599998 mE/ 4133198 mN
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
Assessor's Parcel Number: 467-39-010,
southeasterly corner of South 17th St. & East San Antonio St.

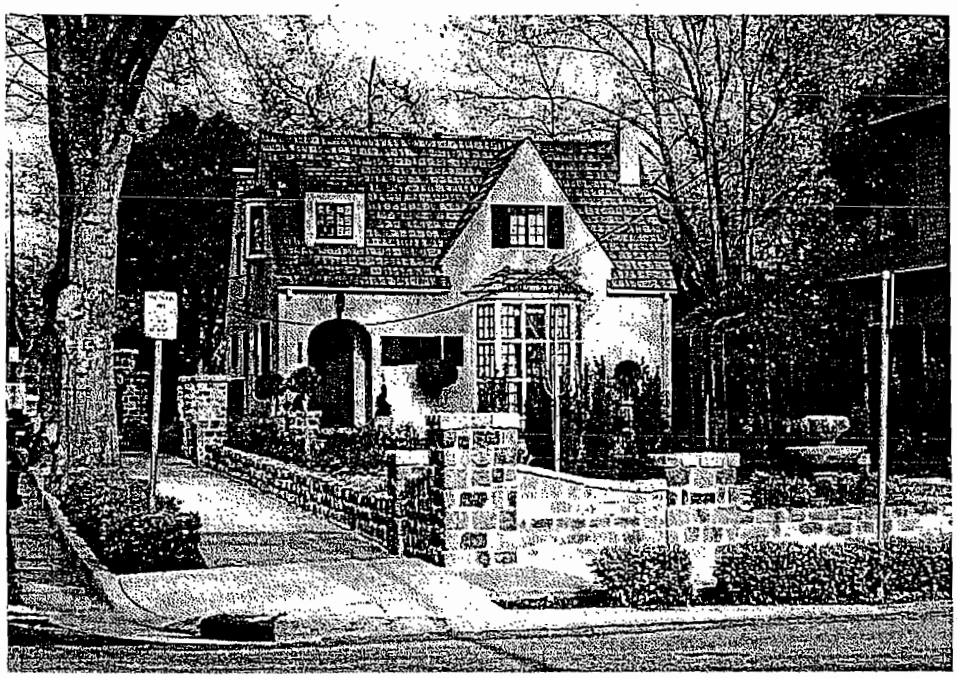
*P3a Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Located at the edge of the Naglee Park neighborhood on a site overlooking Coyote Creek at the San Antonio Street bridge located within the original city limits, this property contains a small, two-story stylized Cotswold Cottage of the American Tudor Revival style. The house is set back deep on a corner lot, establishing a dramatic picturesque, public setting when viewed from the intersection of South 17th and East San Antonio Streets. What portends to be a vernacular county residence with a spacious front yard - is in fact a highly articulated house design, created by the precise hand of one of San Jose's most significant and prolific architects. Designed for himself and his wife Lottie, architect Ernest Curtis built this house in the mid-1920s shortly after he had established himself as a partner of the firm of Binder and Curtis. The design of the house appears as a reflection of what one would find in the town of Gloucester located in the picturesque Cotswold Hills of Southern England - the town of his parents, who had immigrated to America in the 1880s.

(Continued on page 4, DPR523L)

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

*P4 Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)



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

View looking northeast, February 2005.

*P6. Date Constructed/Age and Sources: ☒ Historic ☐ Prehistoric ☐ Both

1924 (81 years) SJBP #676

*P7. Owner and Address:

Gloria M. Sciara
254 South 17th St.
San José CA 95112

*P8. Recorded by: (Name, affiliation, and address)
F.Maggi w/ G.Sciara
Archives & Architecture
PO Box 1332
San José CA 95109-1332

*P9. Date Recorded: 4/11/05

*P10. Survey Type: (Describe)
Intensive

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

None

*Attachments: ☐ NONE ☒ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling State Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List)

 * Required information

*NRHP Status Code 3S

*Resource Name or # (Assigned by recorder) Curtis, Ernest and Lottie House

B1. Historic Name: Curtis House
B2. Common Name: None
B3. Original use: Single family residential B4. Present Use: Single family residential
*B5. Architectural Style: English Tudor
*B6. Construction History: (Construction date, alterations, and date of alterations)
Constructed circa 1924/25.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: n/a Original Location: n/a
*B8. Related Features:

Garage; short granite retaining wall; Coyote Creek at back of driveway, partially terraced with stairs; natural vegetation remaining including a large Sycamore tree

B9a Architect: Ernest Curtis b. Builder: unknown
*B10. Significance: Theme Architecture and Shelter Area University SNI / Naglee Park
Period of Significance 1924-1956 Property Type Residential Applicable Criteria A (1), B (2), C (3)
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

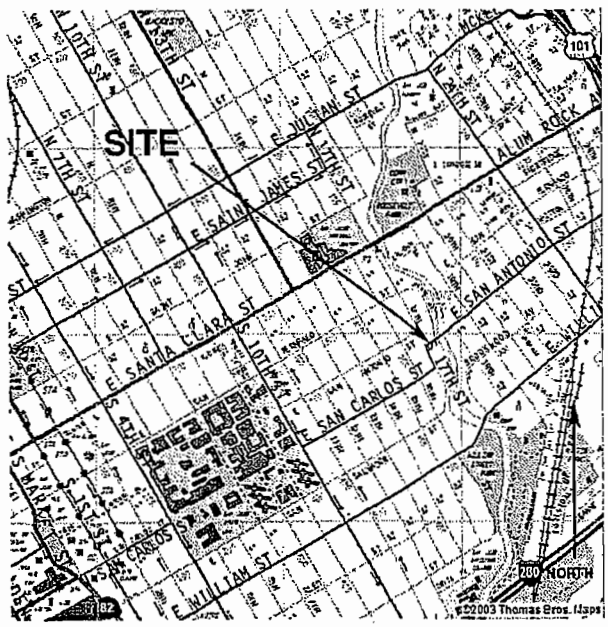
Ernest N. Curtis, architect and partner of the San José architectural firm of Binder and Curtis, designed this residence for himself and his wife Lottie in the mid-1920s, and resided at this address until his death in 1956. The building is a unique implementation of English Tudor Revival architecture, and a fitting residence for a designer who, by the time that this house was built, had established himself as a significant architect in the South Bay area - accepted as William Binders' junior partner about 1918 while in his late 30s. The building is part of the last phase of development within the Naglee Park subdivision, constructed on a vacant corner parcel adjacent to the new bridge over the Coyote Creek that connected Naglee Park with the previous incorporated community of East San José.

Ernest Curtis was the son of Frederick and Eleanor Curtis. With siblings William, Harry, and Ethel, he grew up in the Northside district of San José at 526 North 3rd St. in a small Queen Anne Victorian that is still extant at that address. His father Frederick had emigrated from England in 1881, and returned to marry Eleanor Trigg in their hometown Gloucester in 1885. Returning to America with his wife, Frederick engaged in the contracting business in Chicago specializing in brick in stone. The family relocated to San Jose in 1888, and in 1889 Earnest was born locally.
(Continued on page 5, DPR523L)

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

*B12. References:

Douglas, J., *Historical Footnotes of Santa Clara Valley*, 1993.
Guinn, J.M., *History of the State of California and Biographical Record of Coast Counties, Calif.*, 1906.
Sanborn Fire Insurance Maps.
San José Building Permit #676, 7/11/1924.
San Jose City Directories.
San Jose Mercury, obituary, 9/17/1956.



B13. Remarks: Proposed Historic Landmark Nomination

*B14. Evaluator: Franklin Maggi

*Date of Evaluation: April 11, 2005

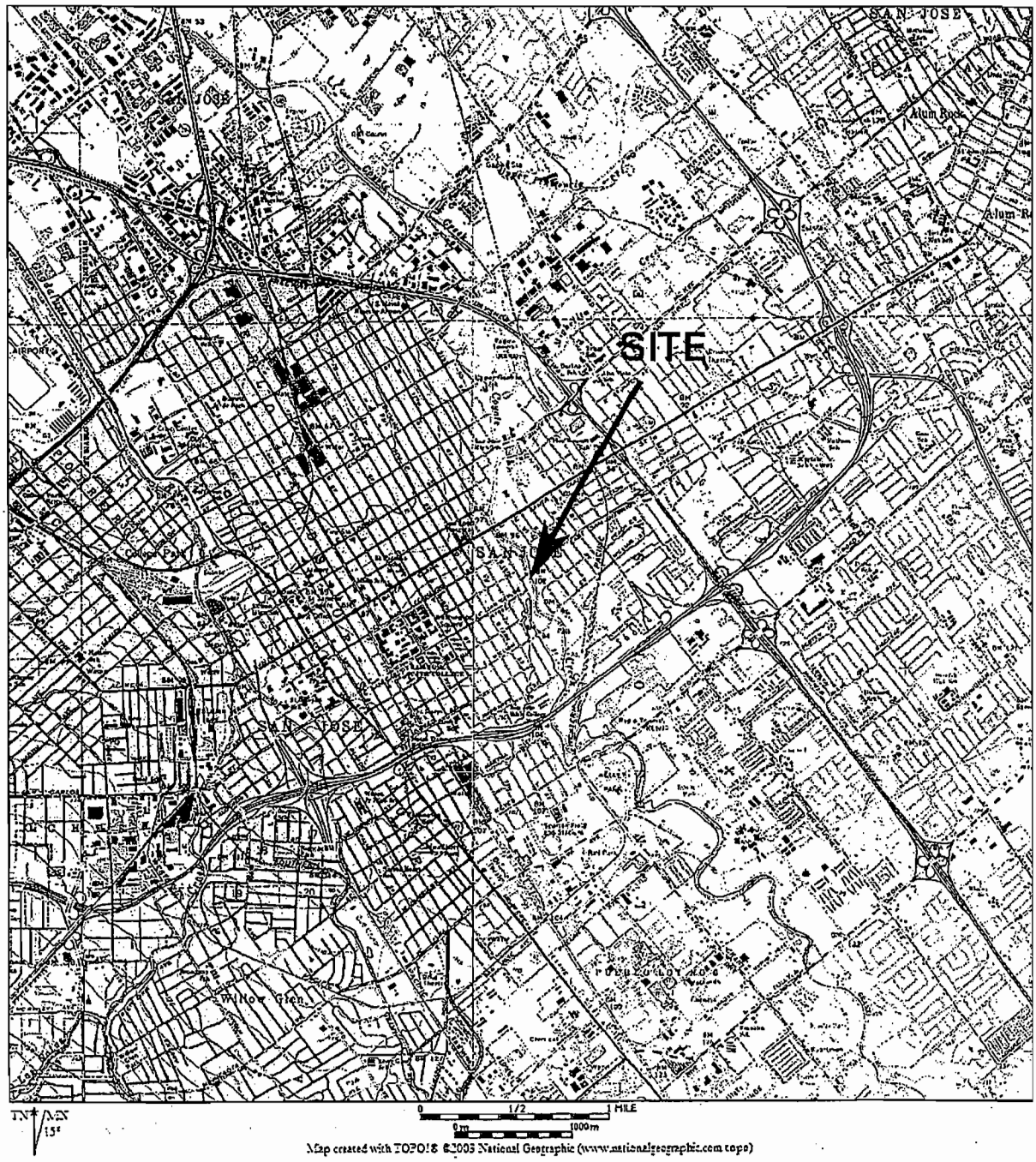
(This space reserved for official comments.)

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

Primary #
HRI #
Trinomial

*Resource Name or # (Assigned by recorder) Curtis, Ernest and Lottie House

*Map Name: USGS San Jose East *Scale: n.t.s. *Date of Map: 1908 photo-revised



* Required information

(Continued from page 1, DPR523a, P3a)

DETAILED DESCRIPTION

The stucco-clad Curtis House is characterized by an asymmetrical floor plan capped by what appears to be two, simple, one-and-one-half story gabled structures patched together by a roof-ridge oriented perpendicular to the front and rear cross-ridges. The front volume is offset laterally towards San Antonio Street to distinguish it from the rear volume, the stucco wall of the splice merging into the sidewall of the rear volume where the exterior wall of the stairwell is juxtaposed onto the steeply pitched, cedar shingle covered roof. The apparent I-shaped roof of the house is clipped at the right (or south) side elevation, the sidewalls rising up to a full two-story with roof pitches less inclined than what is visible on the two street elevations. This variation in wall and roof shapes between front and rear (public and private) clearly establishes the character of the house as a modernistic interpretation of a historic vernacular building type, the front is "quaint" and "picturesque", while the rear is an abstract composition that frames the small rear yard.

The front façade is enhanced with a full-story hipped bay window with heavy mullions encasing 15 stationary divided nine-lite wood framed windows. The size of the glass panes is carried throughout most of the house, with varying casement window sizes and adornments, ranging from custom sized false shutters, a second-story oriel window facing San Antonio Street, to an art-glass window with wavy mullions and decorative art glass with heraldic shields at the stair tower. Only the east (rear) elevation and the rear portions of the right elevation have single-pane sash, a detail that has not been determined as being original. The shed dormer on the rear elevation has these single-pane casements, and the kitchen window below is a fixed-window that appears to be a modification.

The interior floor plan consists of irregularly shaped rooms, and the upper rooms have sloping walls with dormers, all typical of this English Tudor sub-type.

A travertine patio leads to a brick stoop and arched-top entry alcove and door. The door, although full-height, visually appears to be a short old-style door, the distortion achieved by the juxtaposition of a matching arch in the wall to the front that is slightly larger creating a perspective effect to the eye. A wrought iron speakeasy and decorative gothic-style door escutcheon accents the channel-groove wood front door. The English-style front yard landscaping was completed in 2004 by the current owner and consists of English roses, English yew (taxus baccata auerea), delphinium, dwarf English boxwood and evergreen topiaries and various perennials. The property is surrounded by four very large American Elm trees which predate the house as documented in photographs from 1926. The property is surrounded by a low granite cobblestone wall, part of which is historic (flanking the East San Antonio elevation), with newer constructed sections along the front yard area and at the driveway. The walls are complimented by new European style wood gates with wrought iron strap hinges and pulls at the front entrance and at the driveway.

The garage has a side-facing gable over a two-car structure with v-groove joined roughhewn redwood garage doors with straps and iron bolts. The fascia treatment on the garage features decorative herringbone patterns bricks trimmed in wood. A small gabled potting shed is attached to the south side of the garage and both doors match the garage doors and feature redwood and medieval-style wood straps and decorative bolts.

It is likely that a semi-open courtyard area existed prior to the construction of a den/family room tucked into the right elevation. The enclosed area appears to have been constructed in the late 1940s or early 1950s by Ernest Curtis, as the design is of newer materials such as 1 x 10 plank siding, but done in a way that is complementary to the original design while at the same time linking the materials to what was probably a remodeling of the garage.

The character of the house is clearly reminiscent of the rural architecture of the pastoral Cotswold region of England, the house having storybook imagery, cozy corners, quirky angles, and charming vernacular appearing (but studied) details.

(Continued from page 2, DPR523b, B10)

The Frederick Curtis family moved to Naglee Park after the turn-of-the-century, first living at 86 South 14th Street, then 96 South 17th Street. Ernest himself lived in three other houses in the Naglee Park neighborhood before building the cottage: 130 South 16th, 480 South 12th, and then 256 South 17th Street (which included the vacant parcel that he would build his final house upon). The lot was apparently reconfigured to an L-shape to include the garage that was already at the rear of the house at 256 South 17th St.

During Earnests' youth, his father Frederick became a successful masonry contractor in San José. Among his commissions were: the St. James Hotel, Carnegie Library at Washington Square, and the Jose Theater (all William Binder designs), and the Hayes Mansion (George W. Page's design). At age 17, Earnest began work as an apprentice for architect George W. Page who had returned to San José from Honolulu to rebuild the Hayes Mansion in 1905. During the last phase of Page's illustrious career, Ernest learned the trade as Page designed such buildings as the Robert's Temple and House (1909) and the Masonic Temple (1909). Page during this period was a polemic, espousing innovation in design and was an outspoken proponent of the new Craftsman style. However, it was also the end of his career as much of his late work was done in partnership with other architects such as Wolfe and McKenzie, and by 1911 Ernest had gone to work as a draftsman for architect William Binder, another Page protégé, who had become a prominent local designer in his own right. At the time that Curtis began employment with Binder, the firm had already established itself in commercial architecture in downtown San José; San Jose's first hi-rise, the Garden City Bank Building had been designed by Binder and in 1911 T. S. Montgomery built the Binder designed Montgomery Hotel. Binder had started his firm about 1898 after Page's partnership with M. M. Bruce had dissolved and Page relocated to Honolulu. During Ernest's work under Binder the firm designed numerous buildings in San Jose's downtown, including the Elks Building, the YMCA, the DeLuxe Theater, and the Burrell Building. In 1917, the firm prepared plans for the Twohy Building, a commission that presumably Curtis had played a significant role in, for by 1918 Binder had incorporated Ernest Curtis as his junior partner; the only such relationship Binder had in his 57 years in business. Together, Binder and Curtis would go on to create a large body of work over the next thirty-five years. Among their many commissions are the California Prune and Apricot Growers' Building (1918), the American Theater (1919), Petite Trianon (1921), St. John XXIII Center and the Wilder House (1923), Commercial Building (1926), San Jose's Hospital's first major expansion (1926), the Hester/Towne Theater (1928), Hale's Department Store (1931), County Courthouse reconstruction (1931/1932), the Willow Glen Theater (1933), and the Civic Auditorium and San Jose Water Company (1934). Following World War II, the firm embraced the Modern Movement, remaining for a decade the leading local firm in institutional design, with projects such as Fire Station #1 (1952), De Saisset Art Gallery and Museum (as well as the Law Library and Administration Building at Santa Clara University), along with a number of schools and other public buildings. Ernest continued the firm after Binders 1953 death until he died unexpectantly at age 67 on September 16, 1956. The firm of Binder and Curtis continued on after his death for about four more years until his son Norton established his own firm in San José under the name of Norton S. Curtis & Associates.

The firm of Binder and Curtis was prolific in San Jose with many designated historic landmarks bearing the signature of their firm. Early is his career as a partner in the firm Earnest Curtis was appointed to San Jose's nascent Planning Commission, a volunteer position in which he served the City of San José for 28 years (10 as chairman) until he stepped down for health reasons in 1948. He took part in the establishment of the local land planning process and San Jose's first Zoning Ordinance in 1929 while on the Planning Commission. In the last years of his life (in the early 1950s) he took on coordination for the development of San Jose's civic center site on North First Street, managing the implementation of a complex master plan between the City and County public agencies. He was released from this thankless job fraught with interagency squabbling by his untimely death in September 1956 at about the time that San José had finally began construction on its new City Hall.

His wife Lottie vacated the South 17th Street residence soon after, moving to the Hanchett Park neighborhood near Park Avenue. The house has had a number of tenants and owners since 1956 until purchased by the present owner in 1998.

(Continued on next page)

(Continued from previous page)

EVALUATION

The building is presently listed on the San Jose Historic Resources Inventory as IS (Identified Structure), originally listed on the Inventory as a part of the establishment of the Naglee Park Conservation Area in the early 1980s. Neighborhood streetscapes in the Naglee Park Conservation Area have remained virtually unchanged by new development for over eighty years. The City of San José considers the Naglee Park residential neighborhood within this locally designated conservation area as being eligible for listing on the National Register of Historic Places.

The Curtis House is consistent with the nature, scale, and character of the neighborhood and contributes to the uniqueness of this area as the architectural work of a prominent, local, twentieth century architect that has contributed greatly to the urban fabric of the cityscape through his work within the firm of Binder and Curtis. The house itself is a creative work that reflects residential design in the interwar period, when American architects sought European precedents in their domestic designs. Curtis has a large body of residential work that has yet to be catalogued. However, this particular house is special, a building design that clearly seeks the pastoral image of the Curtis family homeland, yet being modern in its thoughtful preciseness of detail and function.

The property appears to be eligible for the National Register on all three Criteria (A, B, and C), as a reflection of important patterns (contributing to the National Register eligible Naglee Park neighborhood), as an important representation of a person, Ernest Curtis who is important to our past, and as an architectural work that is distinctive for its time and style, a unique implementation of the Tudor Revival style that was popular in the United States in the 1920s and 1930s. In concert with this eligibility, the property would also therefore be eligible for the California Register of Historical Resources under similar criteria.

Evaluating the property within the City of San Jose's evaluation rating system resulting in a point score of 106, far above the 67-point threshold for landmark status. The point score reinforces the findings under the San José Historic Preservation Ordinance that the property is a significance historic resource within the greater San José.

*Resource Name or # (Assigned by recorder) Curtis, Ernest and Lottie House

*Recorded by Franklin Maggi and Gloria Sciara *Date 4/11/05 ☒ Continuation ☐ Update

View from San Antonio Street looking east

Photo below - view at rear looking west