



**PUBLIC HEARING**

**Agenda Item # 12**

**AGENDA REPORT SUMMARY**

**Meeting Date:** April 23, 2019

**Subject:** Resolution No. 2019-12: 980 Covington Road Historic Landmark Designation and Historic Preservation Agreement

**Prepared by:** Sean K. Gallegos, Associate Planner

**Reviewed by:** Jon Biggs, Community Development Director

**Approved by:** Chris Jordan, City Manager

**Attachments:**

1. Resolution No. 2019-12
2. Historical and Architectural Evaluation Report and Updated Primary Record (DPR Form)
3. Draft Historic Preservation Agreement

**Initiated by:**

Hiep Nguyen, Property Owner

**Previous Council Consideration:**

None

**Fiscal Impact:**

An executed Historic Preservation Agreement will make the property eligible for a property tax reduction under the Mills Act and it is estimated that the City would see a reduction of approximately \$1,700 in annual property tax revenue. The current assessed value of the house is \$2.272 million, with annual property taxes of \$26,038, the City's share is approximately \$2,850. If the Mills Act is approved, the property tax assessment will likely decrease to approximately \$10,400 annually, with the City's share at approximately \$1,150.

**Environmental Review:**

The project has been determined exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15331.

**Policy Questions for Council Consideration:**

- Does the property meet the criteria to be designated as a Historic Landmark?

**Summary:**

- The Historical Commission recommending that the property at 980 Covington Road be designated as a Historic Landmark
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**Reviewed By:**

City Manager

CJ

City Attorney

CD

Finance Director

SE

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**Subject:** Resolution No. 2019-12: 980 Covington Road Historic Landmark Designation and Historic Preservation Agreement

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- The property owner of 980 Covington Road is seeking to enter into a Historic Preservation (Mills Act) Agreement with the City

**Recommendation:**

Move to adopt Resolution No. 2019-12 designating 980 Covington Road a Historic Landmark and authorizing the City Manager to execute a Historic Preservation agreement with the property owner(s)



**Subject:** Resolution No. 2019-12: 980 Covington Road Historic Landmark Designation and Historic Preservation Agreement

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### **Purpose**

Consideration of a Historic Landmark designation for the property at 980 Covington Road and allowing the City to enter into a Historic Preservation Agreement with the property owners.

### **Background**

The City of Los Altos currently has Historic Preservation (Mills Act) agreements with 13 historic properties. A property owner must enter into a Mills Act agreement with the City in order to receive a reduced property tax rate from the County Assessor in exchange for the preservation, and in some cases, restoration and rehabilitation, of a historic property. Under Section 439 of the California Revenue and Taxation Code, the method used to calculate the assessed value under the Mills Act program is an income capitalization approach. The assessed property values are based upon the fair rent values, and the fair rent income less certain expenses that are divided by a capitalization rate. The assessment value may be reviewed by the Santa Clara County Assessor on an annual basis to reflect changes in market rents and interest rates.

The Historical Commission held a public hearing on February 25, 2019 to consider the application for a Mills Act agreement for the Historic Landmark at 980 Covington Road. The Commission discussed the merits of the application, noting the physical integrity of the house, the unique and rare architectural style. Following the discussion, the Commission voted unanimously to recommend that the City Council approve designating the property as a Historic Landmark and authorize the City Manager to execute a Mills Act agreement with the property owners for 980 Covington Road.

### **Discussion/Analysis**

Bonnie Bamburg of Urban Programmers evaluated the residence in February 2019 for its suitability as a City Landmark. The report found that although aspects of architectural integrity are slightly diminished, overall, the house continues to maintain a high degree of integrity due to the house reflecting the key characteristics, workmanship and materials of the Shingle style architecture. Therefore, the structure qualifies for landmark status and is also eligible for listing in the California Register of Historic Resources under Criterion 3: Design/Construction. The property's historic evaluation report and updated property evaluation (DPR form) are included in Attachment 2.

The standard term of a Mills Act agreement is a ten-year period with an automatic renewal clause each year. However, both the City and the owner have a revocation clause in a Mills Act agreement. Either party would have the option to exercise their right to revoke the agreement. The agreement also includes a requirement that all money saved on property taxes be invested into the preservation, restoration, and/or enhancement of the historic structure. A schedule of improvements to the structure and property has been included as Exhibit B in the Draft Historic Preservation Agreement (Attachment 3).



**Subject:** Resolution No. 2019-12: 980 Covington Road Historic Landmark Designation and Historic Preservation Agreement

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### Options

- 1) Adopt the resolution and approve the designation of the property at 980 Covington Road as a Historic Landmark; and authorize the City Manager to execute a Historic Preservation (Mills Act) agreement with the owners of 980 Covington Road

**Advantages:** The designation of the property as a Historic Landmark will safeguard the heritage of the City by providing for the protection of irreplaceable historic resources representing significant elements of its history

**Disadvantages:** Execution of a Historic Preservation Agreement on the property will likely result in the City receiving slightly less annual property tax revenue (approximately \$1,700)

- 2) Do not adopt the resolution and do not approve the designation of the property at 980 Covington Road as a Historic Landmark; do not authorize the City Manager to execute a Historic Preservation (Mills Act) agreement with the owners of 980 Covington Road

**Advantages:** The City will not see any reduction in annual property tax revenue due to the Historic Preservation Agreement

**Disadvantages:** The structure will maintain its Historic Resource designation, and the City will maintain an advisory role with the property owner to preserve, maintain, and rehabilitate the historic structure

### Recommendation

The Historical Commission recommends Option 1.

**RESOLUTION NO. 2019-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS  
DESIGNATING 980 COVINGTON ROAD A HISTORIC LANDMARK AND  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A HISTORIC  
PRESERVATION AGREEMENT WITH THE PROPERTY OWNER(S)**

**WHEREAS**, the City of Los Altos is a community that celebrates its history, the rich past that is incorporated into the fabric of the City and provides a link to the community's heritage and the remaining sites and structures of architectural and/or historic significance that enhance the community's unique character and contribute to a sense of place; and

**WHEREAS**, by virtue of its adoption of the Historic Preservation Ordinance (LAMC Chapter 12.44), the City Council of the City of Los Altos did establish a procedure for the designation and preservation of historic landmarks within the City of Los Altos; and

**WHEREAS**, Government Code Sections 50280 et seq. authorizes a city to enter into a historical property contract with the owner of any qualified historical property to restrict the use of such property so that it retains its historically significant characteristics in return for which the property owner obtains property tax relief; and

**WHEREAS**, by virtue of its adoption of the Historic Preservation Ordinance (LAMC Chapter 12.44), the City Council of the City of Los Altos provides that designated historic resource and landmark structures of merit shall be considered qualified historical properties eligible to enter into a historic preservation (Mills Act) agreement with the City; and

**WHEREAS**, the house at 980 Covington Road is more than fifty years old, and the granting of the Historic Landmark status is consistent with the objective to have special historical, architectural and aesthetic interest or value as part of the heritage or history of the city due to the Eastern Shingle Style of the house having a high degree of integrity due to the reflecting the key characteristics, workmanship and materials of the Shingle style architecture and the house representing a rare example in the City of Los Altos.

**WHEREAS**, the house on the property at 980 Covington Road represents a lasting tie to the turn-of-the-century era and the Emerson family ties to the east coast who migrated to the area and became fruit ranchers during the "Valley of Heart's Delight" period when orchards covered the Silicon Valley.

**WHEREAS**, pursuant to LAMC Chapter 12.44, relative to designation of a historic landmark, the Historical Commission held a public hearing on February 25, 2019 and made positive findings pursuant to Section 12.44.070(c), (attached hereto as Exhibit "A" incorporated herein by reference) that the proposed historic landmark structure is more than 50 years in age, retains sufficient historic integrity, is historically significant, and has special

historical, cultural, architectural and aesthetic value as part of the heritage and history of the City; and

**WHEREAS**, the Historical Commission reviewed the owner’s application at its February 25, 2019 meeting and directed staff to forward a recommendation to the City Council to authorize the City Manager to enter into a Mills Act agreement; and

**WHEREAS**, this designation is classified as an historic landmark restoration/rehabilitation/preservation project and is categorically exempt from environmental review under Section 15331 of the California Environmental Quality Act; and

**WHEREAS**, the City Council of the City of Los Altos concurs with the recommendation of the Historical Commission that the structures on the property at 980 Covington Road meet the criteria to merit designation as a Historic Landmark.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Los Altos hereby designates 980 Covington Road as a Historic Landmark subject to the terms and conditions outlined in Chapter 12.44 and authorizes the City Manager to enter into a Historic Preservation Agreement subject to the terms and conditions outlined in the City’s standard agreement subject to the findings attached hereto as “Exhibit A,” and incorporated by this reference.

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the 23<sup>rd</sup> day of April 2019 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Lynette Lee Eng, MAYOR

Attest:

\_\_\_\_\_  
Jon Maginot, CMC, CITY CLERK

## **EXHIBIT “A”**

### **FINDINGS**

With regard to designating the property at 980 Covington Road as a Historic Landmark, the City Council makes the following findings in accordance with Section 12.44.070(c.) of the Municipal Code:

- A. Age. The structure is more than fifty (50) years in age.
- B. Determination of Integrity. The structure retains sufficient historic integrity in the following areas:
  - 1. Design: The combination of elements that create the form, plan, space, structure and style of a property. The Eastern Shingle style architecture exhibited in the Emerson House is an artistic variation of the style which is very rare in the Los Altos area. The house exhibits distinctive characteristics of the Style, type and period, as well as the methods of construction.
  - 2. Setting: The physical environment of the property was originally surrounding by orchards. Although the orchard setting no longer exists, the house, tank house and mature redwood trees create a setting that is evidence of the history of the rural house.
  - 3. Materials: The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. This is evidenced by the fact that the wood frame house retains the character-defining shingles and a majority of the exterior siding.
  - 3. Workmanship: The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. The workmanship of David Morey is well retained in in the architecture of the building and the exterior wood and shingle construction of the house.
  - 4. Feeling: A property's expression of the aesthetic or historic sense of a particular period of time. Given the design and character of the house, it creates a feeling of the early twentieth century when the house was built.
- C. Historic Significance. The structure is clearly associated with at least one of the following areas of significance:
  - 1. Architecture/Design: The structure embodies the distinctive characteristics of a design-type, period, region or method of construction, or represents the work of a master or possesses high artistic value. The Eastern Shingle style architecture exhibited in the house is artistic variation of the style, which is very rare in the Los Altos area. The house exhibits the characteristics of the style, type, and period, as well as method of construction.
- D. Historic Landmark Designation. The property has special historical, cultural, archeological, scientific, architectural or aesthetic interest or value as part of the heritage or history of the city, the county, the state or the nation. The house is part of Los Altos’

early period of agricultural and orchard development (Agricultural Context) and is a rare example of a Shingle style house.



Historical Background and Historical and Architectural Evaluation  
of the Property at  
980 Covington Road  
After the 2018 Rehabilitation  
Los Altos, Santa Clara County California



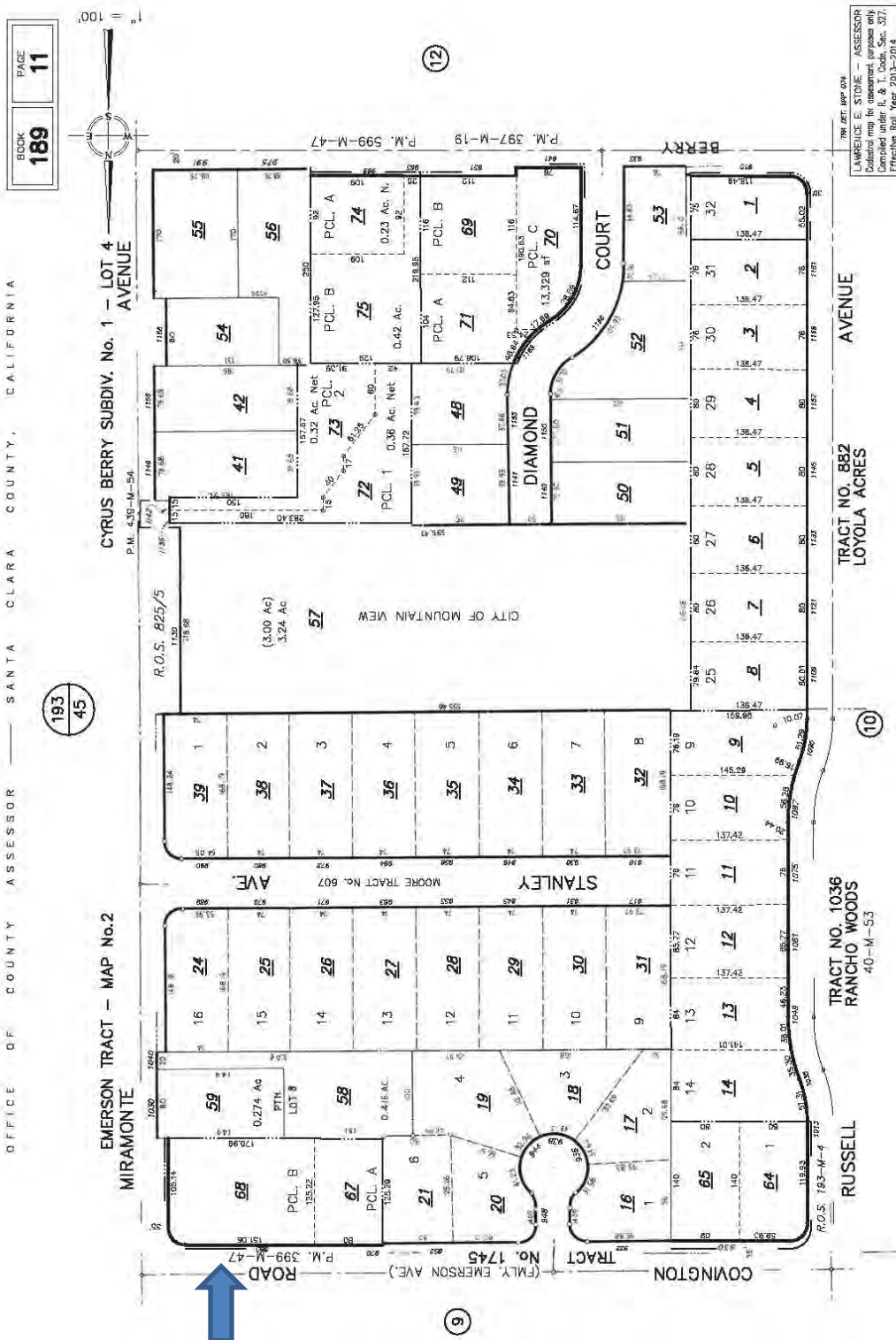
Report requested by: 980 Covington LLC  
980 Covington Road  
Los Altos CA

Prepared by: Urban Programmers  
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Date: February 19, 2019

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Figure 1 Santa Clara County Assessor's Map showing 980 Covington Road, Los Altos -APN: 189-11-068



## 1. Introduction:

This report updates the previous report Historical Background and Historical and Architectural Evaluation for the Property at 980 Covington Road, Los Altos prepared by Urban Programmers dated December 8, 2013.

Purpose of the Report. The owner of the property located at 980 Covington Road, Los Altos (APN 189-11-068) may apply to the City of Los Altos for Historical Landmark designation and a Mills Act Contract for the continued maintenance and preservation of the Edwin Emerson House.

Project Background: In 2008, the City contracted with Circa Historic Property Development to provide an updated survey of historically important properties within the City. The property at 980 Covington Road was determined to be eligible for the Los Altos Historic Resources Inventory based upon the Shingle Style architecture. It concluded by stating the designation could benefit from additional historical research and information. In 2013, Urban Programmers was asked by the owner at that time, Mr. John Walker, to provide additional research to complete a nomination for designation as a Los Altos Historic Landmark. The report described the condition of the main house and tank-house as deteriorating and needing extensive repair, including a new foundation. Mr. Walker had already divided the lot to two parcels when he commissioned Walter Chapman, Chapman Design Associates to create rehabilitation plans including new foundations for the Edwin Emerson House and the ancillary tank-house and to locate the foundations to the east on the larger of the two parcels. The rehabilitation plans, including an addition to the rear of the historic house were approved by the City of Los Altos, and found to be in conformance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings. In 2017 the property was sold to 980 Covington LLC, under the leadership of Hiep Nguyen who undertook the rehabilitation. This report provides the history of the Edwin Emerson House, the property and its owners. It concludes with a description that includes relocation, and rehabilitation of the house and tank-house and how the rehabilitation of the historic house conforms with the Secretary of the Interior's Standards for Rehabilitating Historic Buildings.

## 2. Executive Summary:

The history of the property describes the early settlement and agricultural period, prior to establishing the City of Los Altos. It also describes the Emerson family that purchased acreage and constructed the existing house. The property was originally owned by Silas Emerson, who came from Main and constructed a farm house on the property. Unfortunately, that house was destroyed by fire in 1902. The existing house was developed by his nephew Edwin Emerson who came from Boston and completed the existing house early in 1906. The address was known as the corner of Emerson and Mira Monte Roads (Emerson Road was changed to Covington Road; Mira Monte is now spelled Miramonte Road). Edwin Emerson was part of an extended family that typified the western migration of established eastern families who brought their energy, wealth, experience in farming, social, and civic life to the Santa Clara Valley. The house represents a lasting tie to the turn-of-the-century era and the family that embraced architectural trends from the East Coast as shown by the Eastern Shingle Style they selected for their house, a rare example in Santa Clara Valley. This is also a glimpse into the early lifestyle in what became Los Altos.

Research did not uncover a connection, there is a striking similarity between the Emerson House and the

country homes designed by architect William Ralph Emerson on the East Coast. Letters of inquiry sent to scholars of William Ralph Emerson may yet return information showing a link to this master architect.

Although the fruit ranch is gone and the house is surrounded by residential subdivisions the architectural style of the house, Eastern Shingle, is very rare in the area and unusual in the west for the period when it was constructed. The rehabilitation including a rear addition (formerly the rear and side had been altered) does not significantly reduce the integrity of the design and the house retains original design, materials, craftsmanship and association. The structure of the tank-house moved once prior to the current relocation was attached to a new garage and adds to the setting of the property but has lost integrity.

Edwin L Emerson House, was found eligible for listing in the California Register of Historic Resources and meets the criteria for landmark status under the Historic Preservation Element in the General Plan adopted by the City of Los Altos.

### **3. Report Preparation:**

The report was prepared by Urban Programmers and compiled by Bonnie Bamburg. Ms Bamburg has over 35 years' experience in preparing historic surveys and evaluation reports for cities, counties and the federal government. She has prepared numerous National Register Nominations for individual sites and historic districts. In addition, she has advised owners and architects on compliance with the Secretary of the Interior's Standards for Rehabilitating Historic Buildings and has prepared certification applications for historic properties in several states. She is a former instructor in Historic Preservation at SJSU, a lecturer in historic preservation and a former San Jose Historical Landmark Commissioner (1974-1980). Ms. Bamburg is an advisor to Preservation Action Council San Jose and is a former board member of the Western Region of the Association for Preservation Technology.

Associates working with the firm include; William Zavlaris, B.A, MUP, who received his education in art and architectural history at UCB and received his master's degree in Urban Planning, City Design, from San Jose State University. Mr. Zavlaris has over 30 years' experience in evaluating architecture for local historical surveys and National Register Nominations. Douglas Aaron Bright, received graduated from CSU-East Bay, and received his master's degree in Historic Preservation, from Savannah College of Art and Design (emphasis in Architectural History). Rachel Sims, B.A. English/History Lewis & Clark College provides editing and research. Walt Nagle, is a title researcher and documents specialist. Marvin Bamburg AIA, (Historic Architect) reviews existing conditions and provides consultation regarding the Secretary of the Interior's Standards. He has over 50 years of experience in historic preservation architecture for residential and commercial properties and is listed with the Office of Historic Preservation as expert in historic preservation architecture. Mr. Bamburg visited the property as part of the site investigation. His comments are included in the report under the architectural description and existing condition of the building.

The preparation of the report followed standard methodology for research and site investigation. The information contained in the report was derived from a combination of interviews with people knowledgeable about certain aspects of the property or associations in history, city directories, historic maps, public records, and special collection materials at local repositories. When applicable the internet was used as a repository for research.

## 4. Historical Background

**4.1 Historical Context:** The Historical Context Statement adopted by the City of Los Altos designates the era at the turn of the century as the Age of Subdivision and Mass Transit reflecting the train service and Los Altos train station of 1913.<sup>1</sup> However, it is important to note that in the early 1900s the area was still very rural and producing crops such as hay, apricots, strawberries, and prunes. Like much of the Lower Peninsula, the good weather and pleasant surrounding encouraged population growth and development. Beginning in 1907, Paul Shoup and the Los Altos Land Company began expanding commercial development along Main Street. By 1913, the Los Altos train station was constructed providing local access to San Francisco, San Jose and the rest of the Nation. The improved access to transportation provided by the Southern Pacific Railroad encouraged the sale of the lots offered by the Altos Land Company. Both companies, the Southern Pacific and Altos Land Company, were led by Paul Shoup. He is the man credited as “The Father of Los Altos” for developing the 100-acre Winchester tract that became the heart of the City. With the sale of lots, the area took on the appearance of other residential communities that expanded during the first decades of the Twentieth Century. Homes are known to have been designed by leading architects from the Bay Area including Charles McKenzie and Ernest Coxhead as well as landscape architect Emerson Knight. Unfortunately, the exact locations of these works are not always known. The designs of the era included Late Victorian, Spanish Colonial, Neoclassical, Craftsman Bungalows of all sizes and the rare Colonial Revival, Tudor Revival and Eastern Shingle styles, which were trends from the East Coast.

Prior to 1907, the predominate land use in the Los Altos area (Mt. View or Fremont District) was agricultural. Vast orchards and farms for row crops filled the area. The early families were a mix of California families (second or third generation), European immigrants and those that came from the east, all seeking to gain or enhance their fortunes. Often the hospitable climate and ease of finding fine agricultural land were the drawing factors for experienced farmers to relocate. To these factors was the financial opportunity that drew a investors who saw the potential of the area first in agriculture and then land speculation for commercial and residential development that occurred after the turn of the century.

### 4.2 History of the owners and occupants of 980 Covington Road, Los Altos

Just as Los Altos began resembling a city, the Eastern Shingle style house (c.1906) at 980 Covington Road (formerly Emerson Road) was constructed by Edwin Emerson amid 70 acres of orchards and farm crops.

The subject property was part of several hundred acres owned by Silas Blake Emerson in the 1880s. Silas Emerson came to California in 1849 when he was 29 years old and worked as a carpenter in San Francisco before settling in the Mountain View District in 1852. He acquired approximately 800 acres in the District and tracts of land elsewhere in California.<sup>2</sup> Silas Emerson died October 29, 1889 and is buried in Santa Clara Memorial Cemetery.<sup>3</sup> After his death the house he built on Permanente Creek was lived in by his brother and burned in 1902. Also, about the turn-of-the-century the acreage was subdivided into lots of approximately 80 acres (1/8 Section). The parcel that is the subject of this study was transferred to Silas B. Emerson’s nephew Edwin Emerson for his family home along with 80 acres of fruit trees.

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<sup>1</sup> City of Los Altos [Historic Resources Inventory](#)

<sup>2</sup> Letter from Edith Emerson to the Los Altos Times, 1955 (copy)

<sup>3</sup> cemetery records

#### 4.2.a Edwin and Annie Emerson; the original owners of the house at 980 Covington Road.

After fire destroyed the existing house, Edwin began building the house on Mira Monte Road (Covington Road) late in 1902.<sup>4</sup> It took longer to construct than Edwin anticipated. During this time Annie and their children Edith and Ralph lived with Annie's parents the Thomas Murphys in Knightsen outside Brentwood. During the three summers that the house was under construction, the family lived in the tank-house on the Los Altos property. It appears that Edwin had architectural plans for the house and had trouble finding a carpenter who could read them.<sup>5 6</sup> In spring of 1903, David Morey a ships carpenter, was hired to work on the house which was completed early in 1906, before the April 18<sup>th</sup> earthquake. It seems the construction was solid, and there was very little damage to the house. It was inspected by an engineer and approved on May 4, 1906.<sup>7</sup> Moving into the new house, the family began serious cultivation of; vegetables, flowers and the orchards. In 1918, the upstairs was remodeled, adding dormers to bring light and ventilation into the upper bedrooms and the spaces were rearranged to provide closets and the potential for a bathroom.

Accounts tell of the Emerson family having a very active social life with guests coming and staying overnight (no mention of who or from where they came). Edwin was managing a ranch in Oakley for his mother as well as the Los Altos property when he died in 1921. At the time his father died, son Ralph was attending the College of the Pacific in San Jose. The death of his father forced Ralph to balance the ranch work and studies until he graduated in 1924. It appears that the effort to manage two ranches was too much and the Los Altos ranch was sold in 1930. This was likely a forced sale by Bank of America, to California Lands Inc., recorded April 11, 1930. After losing the land, Annie and daughter Ethel moved to Palo Alto where Ethel was employed in the Hoover War Library (Hoover Institute for War and Peace). Ralph, it appears, continued to manage the ranch in Oakley and later went to work for P.G. & E. in San Francisco.

#### Subsequent owners of the house and property

California Lands Inc., sold the property to John Duzanica and his wife Katherine who were both natives of Dalmatia (Yugoslavia). John was born in 1894 and his wife about the same year. They immigrated in 1910 and spent some time in the Sacramento area before settling in the Santa Clara Valley in 1920, where they were part of an extended family. They had three children, Nicholas T, (1916), Anne K. (1918) and John P. (1929). It does not appear the Duzanicas lived on the subject property, their residence was on Portola Road in Woodside. Anthony Nicholas and his wife Stephanie appear to move onto the property and care for the orchards. Anthony was born in Yugoslavia in 1882 and immigrated to the United States in 1899. Stephanie was also from Yugoslavia born in 1893 and emigrated in 1912. The Nicholas family lived close to the Emerson's property in the Fremont District where Anthony worked on farms and owned a small farm prior to taking on the Duzanica property. The Nicholas family included daughter Pearl and son John Nicholas. In 1940, Stephanie's older brother, Andrew Mareovich also lived with them and worked on the ranch.<sup>8</sup>

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<sup>4</sup> Emerson, Ethel, The Emerson Home on Mira Monte, presented to the California History Section of the Los Altos-Mt. View AAUS, March 12, 1979

<sup>5</sup> Ibid page 2

<sup>6</sup> There is unconfirmed indication that the plans may have come from William Ralph Emerson, Bostonian architect. The house is very similar to his designs and the Edwin Emerson were from Boston. Further research would be warranted.

<sup>7</sup> Chimney and house inspection report, 1906

<sup>8</sup> U.S. Census 1940

After his death in 1965 the property was distributed to Katherine Duzamica, (her individual property) and Trustee Nick T. Duzanica and John N. Duzanica. In 1970, the property was sold by the Duzamica's to James Edward and Ruby Lee Pease, and Georgia Ann Nelson. During the time of the Pease/Nelson ownership the tank-house was moved to the side of the house. The next owner, David Torres Jr. purchased the property on February 16, 1977, and sold it a year and a half later on July 13, 1978 to John Charles and Sherrill K. Walker. During the time the Walkers owned the property it was divided into two lots. After Sherrill Walker passed away John C. Walker became the owner. The next and current owner is 980 Covington LLC who purchased the property June 9, 2017. During the past year the main house and the tank-house were moved to new foundations and the main house was turned to face Covington Road and rehabilitated.

## **5. Description of the Property and Buildings at 980 Covington Rd.**

Located in a residential area where most buildings are much newer and landscaping is tailored, the two-story house was constructed between 1902-1906 and sits on a parcel at the corner of Covington Road and Miramonte Avenue. The house faces Covington Road while the detached garage is accessed from Miramonte Avenue. The site is relatively flat. The orchards were sold resulting in a single large residential lot that has been divided into two residential parcels (A & B). The Edwin Emerson House is APN 189-11-077 (formerly APN 189-11-068).

### **5.1 Edwin and Annie Emerson House**

The house was designed in a variation of the Eastern Shingle style with the character-defining front facing gable (steep pitched roof) with hipped dormers on each side. The roof extends to a broad eave overhanging at the lower level. Boxed eaves and the base of each gable has a slight flare that is clad in diamond shaped shingles. Dentils decorate the cornice and triangular vents are set in each gable peak. The roof is clad with manufactured slate tiles. Giving the style its name the dominate gable and dormer surfaces are clad in wood shingles that are square cut on the larger fields and diamond pointed on the front bellowed extension (square cut on the sides). The lower level, recessed below the gable, is clad with horizontal lapped siding. The porch is set below and behind the upper overhang which is supported by square posts and open on the sides. Non-original concrete stairs with used brick low walls have been replaced with wood stairs and low side walls covered in lapped siding to match the house. The original porch extends around the corner and has a wood floor that was retained and painted. The side (south) facade had been remodeled to include side stairs and a landing on the porch. As part of the rehabilitation this was remodeled to extend the porch and constructed with brick veneer and concrete steps. Wood looking tile is the flooring material for this new part of the porch. Historic photographs show the porch enclosed with screen, this was not replicated. Fenestration includes a Palladian window above a decorative wood balconette in the center front gable (the balconette was severely deteriorated and had been removed. It was repaired and reinstalled in 2018). Other windows include one-over-one double-hung wood frame windows and several square fixed bay windows with fixed rectangular transoms. Windows have a molded lung sill and dentil-trimmed meeting rail. In the past an addition enclosed what appears to have been the former utility porch. A new 675 sq. ft. rear addition has been constructed to provide a larger kitchen. This new part of the house was approved and is compatible with the historic house in design with a pitched roof and wood siding. The addition is below the roof line of the historic building and does not extend to the corners of the rear facade. The rear addition does not detract from the historic character-defining features of the historic house.

In 2013 the description of the building included the need for substantial repairs.

The condition of the house is basically good; however, the foundation is failing and needs to be replaced. The building needs substantial maintenance to repair and care for the windows and siding. Extensive repairs are needed to bring all windows to operable condition and repair /replace the deteriorated wood pieces that have been painted but not properly repaired, including the balconette below the front



Palladian window. Water diversion systems (gutters and down spouts) are broken and have allowed water to collect along the building where they should drain away from the building. These should be repaired/repositioned and maintained to protect the building. The interior wood features, staircases door and moulding also need repair and refinishing.

During the rehabilitation the building was placed on a new reinforced concrete foundation and the house was leveled. As part of the rehabilitation areas of deteriorated wood have been repaired or replaced in kind. The windows were removed and replaced with wood frame systems that replicate the style of the original and faceted glass windows have been retained. The front porch was retained and new wood stairs and low side walls were installed that are very similar to the original wood stairs with low side walls. All new HVAC, plumbing and electrical systems were installed in the main house and the tank-house. After rehabilitation the house retains the historic design and association with the Edwin Emerson family. The manufactured slate tile roof was retained on the historic portions of the house and a similar product was used on the additions. All gutters and leaders have been repaired or replaced to divert water away from the building.

## **5.2. Other improvements on the subject site:**

The second building on the property is a tank-house that had been relocated from the rear of the house to the front - south side of the house, on the same parcel. The single-story storage building surrounding the tank structure had been enlarged to create a garage. In 2018, the tank-house structure (without the single-story section) was relocated to the a new foundation at the rear of the house and now faces Miramonte Avenue, The new garage section of the building has hinged double garage doors and beveled siding. A concrete turn-around apron and driveway are in front of the garage. The basic structure of the tank-house was in good condition and has been retained. . The new building does not have the architectural details that were stylistic, and similar to the house. Although not considered to be a historic building the tank-house/garage adds to the setting of the property.

### 5.3. Photographs of the property and house and tank-house at 980 Covington Road, Los Altos



**Photograph 1** 980 Covington Road, Los Altos – Main house

View: Historic photograph Front façade showing porch and screen enclosure (note the side dormer has not been added)  
Date: c. 1912 Source: John Walker



**Photograph 2** 980 Covington Road, Los Altos – Main house

View: Historic photograph front façade showing porch stair wall and screen enclosure  
Date: c. 1912 Source: John Walker



Photograph 3 980 Covington Road,  
Los Altos – Main house  
View: front facade of the main house.  
Date: August 2013  
Camera facing: west

Photograph: 3A (below)  
View: Front façade; Balcony replaced,  
concrete and brick stairs replaced with  
wood stairs and railings.  
Date: February 17, 2019  
Camera facing: south





Photograph 4 980 Covington Rd. Los Altos  
View: Rear facade showing the addition enclosing the former utility porch.  
Date August, 2013  
Camera facing: East

Photograph 4 A (Below)  
View: Rear façade showing new addition.  
Date: February 17, 2019





Photograph 5 980 Covington Rd.  
View: North side facade – enlarged  
dormer c.1918, new dormer in rear.  
Date August, 2013  
Camera Facing: SE



Photograph 6  
View: North façade; Looking from  
the rear of the house toward the  
front  
Date: January 4, 2013  
Camera facing: SW



Photograph 6A

Side Facade showing the 2018 rear addition in foreground and the historic house on left. Note the new foundation. There is a separation between the historic house and the rear addition at the first level.

Date: December 12, 2018

Camera facing north



Photograph 7  
 View: South facade showing the additional stair landing in used brick and the western cross-brace porch railings. Swimming pool is in the foreground.  
 Date: August, 2013  
 Camera facing North



Photograph 7A 980 Covington Rd- Main house  
 View: East façade (former south façade). Brick veneer of the extended porch and stairs reminiscent of the former addition. Vertical post railing that is code compliant height and is a style appropriate to the building.  
 Date: February 17, 2019  
 Camera facing NE



Photograph 8  
View: Tank-house with additions creating a garage  
Date: August 2013  
Camera Facing: East





Photograph 9

View: Tank-house with a storage room that was converted to a garage

Date: August 2013

Camera Facing: South



Photograph 9 A  
980 Covington Rd.- Tank-  
house Garage  
View East facade of 2018  
garage  
Date: February 17, 2019  
Camera facing: west



Photograph 9 B  
980 Covington Rd. -tank-  
house garage  
View: North façade  
Date: February 17, 2019  
Camera facing: South



Photograph 9 C  
980 Covington Rd. -tank-  
house garage  
View: Rear (West) façade  
Date: February 17, 2019  
Camera facing: East

## 6. Evaluation and Conclusion of Significance:

The building at 980 Covington Road is a rare turn-of-the-century Shingle Style farm house. It was constructed in 1902-1906 for Edwin and Annie Emerson and their two children Ethel and Ralph. The family were fruit ranchers in Los Altos and part of an extended family from Boston that settled in what became Los Altos. Fruit orchards and fruit products were the economic backbone of Santa Clara Valley from the 1870s through the late 1930s. The house, though altered with an addition on the rear, retains much of the c.1906 architecture and exhibits an uncommon style for Los Altos. The house was constructed prior to the development of a downtown, when the area was known as Santa Clara County's Fremont, or Mountain View District, and it was part of the "Valley of Heart's Delight," the period when orchards covered the Valley in spring with blossoms and the aroma of ripe or drying fruit filled the Valley in the late summer. This house represents an important element in the architectural history of residential design in Los Altos. Although their story is not unique in Santa Clara Valley, the Emerson family were pre-1900 settlers in Los Altos and their house is a monument to the story of families that came to the area and made it their home as well as their business, and through their collective efforts, created the physical history of Los Altos.

### Historic Landmark Designation in the City of Los Altos.

Properties on the Historic Resources Inventory are potentially eligible for designation as Historic Landmarks. The Emerson House, 980 Covington Road is listed in the Historic Resources Inventory under criterion 3 for its Eastern Shingle Style architecture that is very unusual in Los Altos. The building qualifies ination for Landmark designation.

### The California Register of Historic Resources:

The State Historical Resources Commission has designed this program for use by state and local agencies, private groups and citizens to identify, evaluate, register and protect California's historical resources. The Register is the authoritative guide to the state's significant historical and archeological resources.

The California Register program encourages public recognition and protection of resources of architectural, historical, archeological and cultural significance, identifies historical resources for state and local planning purposes, determines eligibility for state historic preservation grant funding and affords certain protections under the California Environmental Quality Act.

### Criteria for CRHR or Landmark Designation (shown in sepia color).

**Criterion 1** Associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.

The Edwin Emerson House is not directly associated with significant events that have made a contribution to the broad patters of local, regional or cultural heritage in California or the United States. The family were early settlers and were part of the larger trend of fruit ranchers.

**Criterion 2** Associated with the lives of persons important to local, California or national history.

Research did not find the Emerson family contributed in an important way to the history of Los

Altos. The family were early settlers who had 80 acres planted in fruit

**Criterion 3 Embodies the distinctive characteristics of a type, period, region or method of construction or represents the work of a master or possesses high artistic values.**

Eastern Shingle style architecture is exhibited in the Emerson House, an artistic variation of the style which is very rare in the Los Altos area. The house exhibits distinctive characteristics of the Style, type and period, as well as the methods of construction. The Emerson House is eligible for listing under criterion 3.

**Criterion 4 Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation.**

The site has been disturbed by construction of various buildings and excavation for basements and a swimming pool. It is unlikely that information important in history or prehistory would be found.

The Emerson House qualifies for the California Register of Historic Resources under Criterion 3. The tank-house has been constructed to accommodate a double garage and does not retain the style of the original tank-house.

The Emerson House retains integrity and embodies the distinctive characteristics of the “Eastern Shingle” architectural style, one that is rare in the City of Los Altos. The house reflects a sophisticated design for a family with ties to the east coast who migrated to the area and became fruit ranchers at the turn of the century. The building shows a type, period and method of construction and also exhibits high artistic values.

The house retains integrity, as measured by the seven aspects defined by the National Register of Historic Places. The aspects are shown below.

**Location-**the place where the historic property was constructed or the place where the historic event occurred.

Although moved to a new foundation and rotated the house 90degrees the Emerson House is on the same parcel and very close to the original location.

**Design-** the combination of elements that create the form, plan, space, structure and style of a property (building).

The design is retained in the older section of the exterior of the house The distinctive Eastern Shingle Style has been slightly diminished by the additions and alterations.

**Setting-** the physical environment of a historic property

The corner lot was originally surrounded by orchards, this setting no longer exists. Located on the corner parcel the house and tank-house garage and mature redwood trees create a setting that is evidence of the history of the formerly rural house.

**Materials-** the physical elements that were combined or deposited during a particular period of time and in a particular pattern of configuration to form a historic property

The wood frame house retains the definitive shingles and much of the exterior siding. The loss of the original windows, front steps and rear porch diminishes this aspect of integrity.

**Workmanship-** the physical evidence of the crafts of a particular culture of people during any given period in history or prehistory

The workmanship of David Morey is retained in the structure of the building and the exterior wood and shingle construction of the house.

**Feeling-** a property's expression of the aesthetic or historic sense of a particular period of time.

The property conveys a feeling of the early twentieth century, the period when the house was constructed.

**Association-**the direct link between and important historic event or person and a historic property.

This aspect requires a significant event or significant person. The Emerson family members were not found to be individually significant in the history of Los Altos. The Emerson House retains integrity from five of the seven aspects.

## **7. Evaluation of the changes to the property and how they address the Secretary of the Interior's Standards for the Rehabilitation of Historic Property and Guidelines.<sup>9</sup>**

1. Relocation and New Foundation: The foundation under the Emerson House had failed. A new foundation was required to secure the building and preserve the house. The new foundation was constructed on the same parcel, a few feet to the east and rotated 90 degrees so the front entrance of the house faces to Covington Road instead of Miramonte Avenue.

Generally, it is not advised to relocate historic buildings, however the relocation is on the same parcel and close to the original location. The relocation on site maintains the association with the Emerson family. Rotating the axis of the house to face Covington Road did not alter the character-defining features of the house. When it was constructed, Miramonte was an unpaved rural road and Emerson Road, now Covington Road, more of a service road. Today Miramonte is a major thoroughfare and Covington Road is a residential street. The rotation retains an orientation to a residential street and does not change the architectural features of the building.

2. The parcel was divided creating a new residential parcel to the west. The result was to reduce the size of the parcel with the Emerson House and tank-house/garage. The farm house has been without its original orchard setting for many years. Without the orchards, the house continues to exhibit the architecture that immediately communicates this is an early twentieth-century house and with the tank-house/garage also visible, that it was a rural farm house. Maintaining the corner setting retains a connection with the original location on the corner of Emerson and Mira Monte Roads. The reduction in parcel size does not significantly diminish the current setting of the house and tank-house/garage.

3. Relocation of the Tank-house and construction of a new garage. The tank-house was moved in the 1970s and again to be placed on a new foundation in 2017. The tank-house, a two-story structure was removed from the original single-story store-house (adapted to other use several years ago). A new double car garage building was attached to the two-story tank structure to create a functional garage. The demolition of the original store room and changes to the architectural design are significant alterations. The tank-house garage is not a historic resource building.

Rear Addition. A single-story addition is attached to the rear of the house increasing the interior by 675 square feet. When it is necessary or desirable to add space to a historic building the preferred location is always away from the prime facades. The prime facade is the front and side where the least alteration had previously occurred. Thus, the rear with a previous addition becomes the preferred location for expanding the house. The addition continues the pitched roof and is an appropriate size that does not diminish the character-defining features of the house. The rear addition is compatible in materials and shape without copying the architectural features of the historic house. The philosophy of compatible but not a copy, and allowing a separation between the sections is promoted in the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings to inform the public of what areas are the historic building and what is the addition (Standard #9). Another, smaller addition is also on the rear but on the second story of the main house. This addition, like the larger one follows the basic design with a pitched roof.

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<sup>9</sup> The Secretary of the Interior's Standards for the Rehabilitating Historic Buildings, and Guidelines are found further in the report or at <https://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm> .

The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings are shown below;

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

The Emerson House remains a single-family residence

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

The historic character of the Emerson House was retained and preserved. Changes to the interior were required to accommodate the current lifestyles of a family that would otherwise preserve the character of the house. Windows were replaced with acceptable wood-frame assemblies that match the original shapes and styles.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

The rear addition and side extension of the front porch are compatible with the historic architecture but do not create a false sense of historic development.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

The changes that has occurred over time were not historically significant. Brick was used on the side porch and steps in recognition of a past alteration but these were not significant to the historic house.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

The distinctive elements of the Eastern Shingle Style were retained on the exterior. Interior finishes and craftsmanship had been altered prior to this rehabilitation.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

Several areas of deterioration were repaired with in-kind materials. The balcony on the front façade had been removed due to deterioration and was reconstructed following the remains of the original and reinstalled.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

No harsh chemicals or high-pressure cleaning was used on the historic house.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

No archeological resources were uncovered during the construction or excavation for the foundations.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

The rehabilitation plan prepared by Chapman Design was reviewed by the planning staff and Historic Resource Commission prior to construction and found to conform with the “Standards.” The rear addition is compatible in size, materials and features with the historic house, yet it is slightly different to show the change from the historic to the new construction.

10. New additions and adjacent or related new construction will be undertaken in a such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

An addition was constructed on the rear of the historic house prior to the 2018 rehabilitation. The new addition could be removed, and compatible horizontal wood siding returned to the building without damage the structure of the historic house.

Conclusion: The rehabilitation of the Emerson House complies with the intent of the Secretary of the Interior’s Standards for the Rehabilitation of Historic Buildings and Guidelines.

The demolition of the storage building attached to the tank-house created too great a loss of the historic design, material, and workmanship, to comply with Standards #4, #5, #6.

## 8. References Consulted:

Periodicals and Official Records are noted in the footnotes.

Circa Historic Property Development, DPR 523 A& B for the property at 980 Covington Road, Los Altos, 2008

Circa Historical Property Development. City of Los Altos Historic Resources Inventory, 2011

Emerson, Ethel E., *The Emerson Home on Mira Monte*, March 12, 1979 (unpublished paper delivered to the California History Section, Los Altos-Mountain View AAUW)

Laffey, Glory Anne, DPR file for 980 Covington Road, 1997 (courtesy of Charlene Duval)

McAlester, Virginia & Lee; A Field Guide to American Houses, New York, Alfred A. Knopf, 2002

McDonald, Don & Los Altos History Museum, Images of America-Early Los Altos and Los Altos Hills, Arcadia Publishing, Charleston South Carolina, 2010

State of California, Office of Historic Preservation, Instructions for Nominating Historical Resources to the California Register of Historical Resources, 1997



United States Department of the Interior, National Register Bulletin – How to Apply the National Register Criteria for Evaluation, 1997

United States Department of the Interior, National Park Service, The Secretary of the Interior's Standards for the Treatment of Historic Buildings. U.S. Government Printing Office 1992

United States Department of the Interior, National Park Service, The Secretary of the Interior's Standards for the Rehabilitating and Rehabilitation of Historic Buildings. U.S. Government Printing Office 1995

Woodworth, Edwin B., The Birth of a Town-A Historic Resource Manuscript, History House Books, Los Altos History House Publication, 1988

### **Interviews:**

The Los Altos History Museum, Lisa Robinson assisted with the research.

Interview: Charlene Duval, provided information from the files of the 1997 Los Altos Survey  
Conducted by Glory Anne Laffey

Email and Personal Interview; John Walker, previous owner of the property

## **9 APPENDIX**

DPR 523- updated to include the rehabilitation of the property

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Los Altos  
1 North San Antonio Road  
Los Altos, CA 94022  
Attn: Community Development Director

RECORDING REQUESTED PURSUANT TO  
GOVERNMENT CODE SECTIONS 6103 and 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**HISTORIC PROPERTY PRESERVATION AGREEMENT**  
**980 Covington Road**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF LOS ALTOS, a municipal corporation (“City”) and 980 COVINGTON LLC (collectively, “Owner”).

**RECITALS**

A. California Government Code section 50280, et seq. authorizes cities 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;

B. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 980 COVINGTON ROAD, LOS ALTOS, CALIFORNIA (the “Historic Property”). A legal description of the Historic Property is attached hereto, marked as Exhibit “A” and is incorporated herein by this reference;

C. On \_\_\_\_\_, 2019 the City Council of the City of Los Altos (“City Council”) adopted its Resolution No. \_\_\_\_\_ thereby declaring and designating the Historic Property as a Historical Landmark, pursuant to Chapter 12.44 of the City’s Municipal Code. The Historic Property is a qualified historical property pursuant to California Government Code section 50280.1.

D. City and Owner, for their mutual benefit, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to 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 \_\_\_\_\_, 2019 (“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 paragraph 2, below.

2. **Renewal.** On each anniversary of the Effective Date (hereinafter referred to as the “Renewal Date”), an additional one year term shall automatically be added to the term of this Agreement unless a notice of nonrenewal (“Notice of Nonrenewal”) is served as provided herein. If either Owner or City desires in any year not to renew this Agreement for an additional one year term, Owner or City shall serve a written Notice of Nonrenewal upon the other party in advance of the Renewal Date. Such Notice of Nonrenewal shall be effective if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, such Notice of Nonrenewal shall be effective if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner timely serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal date of this Agreement, whichever may apply.

2.1 **Owner Protest of City Nonrenewal.** Within fifteen (15) days after receipt by Owner of a Notice of Nonrenewal from City, Owner may make and file a written protest of the Notice of Nonrenewal. Upon receipt of such protest the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which the Owner deems relevant, and within ten (10) days after demand shall furnish the City Council with any information the City Council may require. The City Council may, at any time prior to the Renewal Date of this Agreement, but without obligation to do so, withdraw its Notice of Nonrenewal.

3. **Assessment of Valuation.** The parties acknowledge that Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to apply for a reassessment evaluation of the Historic Property pursuant to the provisions of Sections 439 et. seq. of the California Revenue and Taxation Code. Owner acknowledges that tax relief afforded to the Owner pursuant to Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code may require negotiation with the Santa Clara County Assessor’s Office. All tax savings realized by Owner in connection with this Agreement shall be used to preserve, maintain, repair, restore and rehabilitate the Historic Property.

4. **Standards for Historical Property.** Owner shall preserve, repair and maintain the Historic Property and its Character Defining Features (defined below) as a qualified historic property, in no less than equal to the condition of the Historic Property

on the Effective Date. Owner shall, where necessary, restore and rehabilitate the property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation and Restoration, the State Historical Building Code, and the City's Historical Preservation Ordinance, as the same may be amended from time to time, and in accordance with the attached ten year schedule of home repair, maintenance and improvement measures prepared by Owner and approved by the City Council, attached hereto as Exhibit "B." Commencing on the fifth anniversary of the Effective Date, and continuing every five (5) years thereafter during the term of this Agreement, Owner shall submit to City an updated ten (10) year schedule of potential home repair, maintenance and improvement measures for the upcoming ten (10) year period, which schedule shall also document all repairs, maintenance, and improvements which have been completed since the Effective Date. Character Defining Features means all historic or other architecturally significant aspects of the Historic Property, including without limitation, the general architectural form, style, materials, design, scale, details, mass, roof line, porch, exterior vegetation and other aspects of the appearance of the exterior and interior of the Historic Property. The Secretary of Interior's Standards for Rehabilitation and Restoration currently in effect (attached hereto and marked as Exhibit "C") shall be incorporated herein by reference and constitute the minimum standards and conditions for the rehabilitation and restoration of the Historic Property. All standards referred to in this Section 4 shall apply to the Historic Property throughout the term of this Agreement. Owner shall not obstruct or obscure the public's ability to view the exterior of the Historic Property from the public right-of-way. Such prohibition shall include, without limitation, a prohibition against the placing of trees, bushes or fences in a location which substantially obscures or obstructs the view from the public right-of-way of the exterior of the Historic Property.

5. **Periodic Examinations.** Owner shall allow reasonable periodic examination, by prior appointment, of the exterior of the Historic Property by representatives of the Santa Clara County Assessor, State Department of Parks and Recreation, State Board of Equalization, and/or the City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

6. **Provision of Information of Compliance.** Within ten (10) days after request by City, Owner shall furnish City with any and all information requested by the City from time to time which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

7. **Cancellation.** City, following a duly noticed public hearing, as set forth in California Government Code Sections 50285, et seq., may cancel this Agreement if it determines that Owner breached any of the provisions of this Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property and such breach is not cured by Owner within thirty (30) days after City gives Owner notice that a breach has occurred. City may also cancel this Agreement if it determines that the Owner has failed to maintain, preserve, restore or rehabilitate the Historic Property in accordance with the terms of this Agreement and such breach is not cured by Owner within thirty (30) days after City gives Owner notice that a breach has occurred. If this Agreement is canceled because of failure of the Owner

to maintain, preserve, restore and rehabilitate the Historic Property as specified above, the Owner shall pay a cancellation fee to the State Controller as set forth in Government Code Section 50286 as the same may be amended or replaced from time to time.

8. **Destruction.** Notwithstanding any provision of this Agreement to the contrary, the Owner may cancel this Agreement without payment of the cancellation fee set forth in Section 7, if the existing single-family residence (the "Structure") on the Historic Property is damaged by fire, earthquake, or other Act of God or accidental cause to the extent (1) the then fair market value of said Structure is reduced by fifty-one percent (51%) or more; or (2) fifty-one percent (51%) or more of said Structure's floor area is destroyed or irreparably damaged; or (3) fifty-one percent (51%) or more of the Structure's Character Defining Features are destroyed or irreparably damaged; or (4) that the cost to the Owner (less any insurance proceeds payable in connection with such damage) to restore the Structure to its prior condition would exceed Ten Thousand Dollars (\$10,000). If the Owner desires to cancel this Agreement under this Section 8, written notice shall be given to the City within ninety (90) days after such damage or destruction occurs.

If the Owner desires to cancel this Agreement due to the circumstances outlined in this Section 8, either party may request a hearing before the City Council to determine (a) the extent of diminution of value, (b) the extent of the damage or destruction to the floor area of the Structure, and/or (c) extent of damage or destruction to the Character Defining Features of the Structure. The City Council may refer any matter relating to (c) to the City's Historical Commission for its findings and recommendations.

If Owner does not cancel this Agreement pursuant to this Section within ninety (90) days after damage or destruction occurs, or the damage or destruction does not exceed the thresholds set forth in the first paragraph of this Section, Owner shall have a reasonable time, not to exceed four (4) months, in which to restore the structure to not less than the condition existing prior to such damage or destruction.

9. **Enforcement of Agreement.** City may specifically enforce, or enjoin the breach of, the terms of this Agreement, if Owner fails to cure any default under this Agreement within thirty (30) days after City gives Owner notice that Owner has breached any of Owner's obligations under this Agreement. If Owner's breach is not corrected to the reasonable satisfaction of the City within thirty (30) days after the notice of breach is given to Owner, then City may, without further notice, declare a default under the terms of this Agreement and bring any action necessary to specifically enforce the obligations of Owner or enjoin any breach under this Agreement, including, but not limited to, bringing an action for injunctive relief against the Owner or such other relief as City may deem appropriate.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement upon a default by Owner. All other remedies at law or in equity which are not otherwise provided for in this Agreement shall be available to the City to pursue if there is a default of this Agreement by Owner. No waiver by City or any breach or default under this Agreement by Owner shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

10. **Binding Effect of Agreement; Covenants Running With the Land.** The Owner hereby subjects the Historic Property to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that the value of the Owner's legal interest in the Historic Property may be affected thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

11. **Sale or Transfer of Ownership.** Prior to the sale or transfer of ownership of the Historic Property, the Owner is bound by this Agreement to provide a report to the City which outlines how all tax savings realized by Owner in connection with this Agreement were used to preserve, maintain, repair, restore and rehabilitate the Historic Property. The City shall review and approve the report administratively within twenty-one (21) days. If the City takes no action within that time, the report is deemed adequate.

12. **Cost Reimbursement.** Owner shall, within ten (10) days after demand, reimburse City for all reasonable legal fees and costs and all staff time and costs incurred by City in connection with the preparation and review of this Agreement and the administration of the Agreement during the term of this Agreement.

13. **Notice.** Any notice required to be given by the terms of this Agreement shall be in writing and sent by personal delivery or by United States registered or certified mail, postage prepaid, return receipt requested, addressed as set forth in this Section 13 below at any other address as may be later specified by the parties hereto by notice given in the manner required by this Section 13.

To City:

City of Los Altos  
Attn: Historical Commission Liaison  
One North San Antonio Road  
Los Altos, CA 94022

To Owner:

980 Covington LLC  
496 First Street  
Los Altos, CA 94022

Mailed notices shall be deemed delivered three (3) days after the date of posting by the United States Post Office.

14. **Notice to Office of Historic Preservation.** Owner shall provide written notice of this Agreement and shall provide a copy of this Agreement to the Office of Historic Preservation to the Department of Parks and Recreation of the State of California within six (6) months following the Effective Date.

15. **Effect of Agreement.** None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto or any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint ventures or members of any joint enterprise.

16. **Indemnity of City.** Owner shall protect, defend, indemnify, and hold City and its elected officials, officers, agents and employees harmless from liability for claims, losses, proceedings, damages, causes of action, liabilities, costs or expense, including reasonable attorneys' fees, which may arise directly or indirectly from the negligence, willful misconduct or breach of this Agreement by Owner or Owner's contractors, subcontractors, agents, employees or other persons acting on Owner's behalf in connection with the Historic Property, or which arise directly or indirectly in connection with Owner's activities in connection with the Historic Property. This Section 16 applies, without limitation, to all damages and claims for damages suffered, or alleged to have been suffered regardless of whether or not the City prepared, supplied or approved any plans, specifications or other documents for the Historic Property.

17. **Binding Upon Successors.** All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties named herein, their heirs, successors, legal representatives, and assigns and all persons acquiring any part or portion of the Historic Property, whether voluntarily or involuntarily, by operation of law or in any manner whatsoever.

18. **Legal Costs.** If legal proceedings are brought by Owner or City to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

19. **Severability.** If 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.

20. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

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

22. **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by all of the parties hereto.

23. **Captions.** Section headings and captions of this Agreement are for convenience of reference only and shall not be considered in the interpretation of any of the provisions of this Agreement.

WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

**OWNERS:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Hiep Nguyen

**CITY OF LOS ALTOS:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Christopher Jordan, City Manager

Attest:

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jon Maginot, City Clerk

Approved as to Form:

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Christopher Diaz, City Attorney



**EXHIBIT "A"**

Property Legal Description

The land referred to herein below is situated in the City of Los Altos, County of Santa Clara, State of California as is described as follows:

Parcel B, as shown on map entitled, parcel map, filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 14, 2017 in Book 910 of Maps, Pages 7 and 8.

**EXHIBIT "B"**

SCHEDULE OF IMPROVEMENTS - \_\_\_\_\_ 2019 - \_\_\_\_\_ 2028

Year	Description	Annual Amortized Cost	Total Annual Amortized Cost
2019	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,330.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
2020	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
2021	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	

Year	Description	Annual Amortized Cost	Total Annual Amortized Cost
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
			\$ 39,989.00

2022	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
			\$ 39,989.00

2023	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	

Year	Description	Annual Amortized Cost	Total Annual Amortized Cost
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
			\$ 39,989.00

2024	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
			\$ 39,989.00

2025	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
			\$ 39,989.00

Year	Description	Annual Amortized Cost	Total Annual Amortized Cost
2026	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
			\$ 39,989.00

2027	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
			\$ 39,989.00

2028	Exterior shingles, waterproofing	\$ 1,520.00	
	Exterior trim, paneling	\$ 2,510.00	
	Stucco	\$ 130.00	
	Wooden windows (new, restored)	\$ 1,704.00	
	Wooden doors (new, restored)	\$ 1,670.00	
	Roof (composite shingles)	\$ 2,425.00	

Year	Description	Annual Amortized Cost	Total Annual Amortized Cost
	Painting (shingles, siding, windows, decorative tails)	\$ 13,300.00	
	Dryrot repairs (tails, beams, framing)	\$ 4,500.00	
	Foundation (slab, basement)	\$ 4,050.00	
	Framing	\$ 5,030.00	
	Masonry	\$ 600.00	
	Metal rails, stairs and fences	\$ 550.00	
	Wooden decking	\$ 1,600.00	
	Wooden trellis	\$ 400.00	
			\$ 39,989.00

## EXHIBIT “C”

### SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION AND RESTORATION

#### Rehabilitation:

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

## Restoration:

1. A property will be used as it was historically or be given a new use that interprets the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alterations of features, spaces and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.