

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
JOSE APPROVING A HISTORICAL PROPERTY
CONTRACT FOR 495-497 NORTH 13TH STREET AND 580-
584 EAST EMPIRE STREET**

**FILE NO. MA26-005
APN: 249-53-075**

WHEREAS, California Government Code Section 50280, et seq. and Chapter 13.48 of Title 13 of the San José Municipal Code authorize the City of San José to enter into agreements with owners of qualified historical property to provide for the use, maintenance, and restoration of such historical property to retain its characteristics as a property of historical significance; and

WHEREAS, Lawrence M. Camuso Trust possesses fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 495-497 North 13th Street and 580-584 East Empire Street; and

WHEREAS, the City of San José and Lawrence M. Camuso Trust, for their mutual benefit, now desire to enter into an agreement both to protect and preserve the characteristics of the historical significance of the building and to qualify 495-497 North 13th Street and 580-584 East Empire Street 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; and

WHEREAS, in accordance with Section 13.48.530 of the San José Municipal Code, on October 7, 2026, the Historic Landmarks Commission conducted a public hearing on a Historical Property Contract for 495-497 North 13th Street and 580-584 East Empire Street, attached and incorporated as Exhibit “A” (the “Agreement”), and recommended approval of the Agreement; and

WHEREAS, a copy of the Agreement upon which such recommendation was made is on file in the Office of the City Clerk of the City of San José; and

WHEREAS, in accordance with Section 13.48.530 of the San José Municipal Code, the Director of Planning, Building and Code Enforcement duly noticed a public hearing on said Agreement before the City Council for November 10, 2026, or as soon thereafter as said matter could be heard, where the City Council provided all persons a full opportunity to be heard and considered all evidence and testimony presented regarding the Agreement;

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

SECTION 1. The foregoing recitals are incorporated into this Resolution.

SECTION 2. In accordance with the provisions of Section 13.48.540 of Title 13 of the San José Municipal Code, this Council does hereby approve the Historical Property Contract (the “Agreement”) with Lawrence M. Camuso Trust, owner of 495-497 North 13th Street and 580-584 East Empire Street, and makes the following findings:

- A. The preservation and rehabilitation of City Landmarks advance the Envision San José 2040 General Plan, specifically Historic Preservation Goal LU-13 and Policies LU-13.6, LU-13.13, and LU-13.15. The Agreement, in conjunction with the City Landmark designation, would support these policies by providing for the long-term preservation and rehabilitation of a property that documents important aspects of San José’s early twentieth-century history. The property is significant under Historic Preservation Ordinance Criteria 1, 3, and 6 for its associations with San José’s horticultural and commercial development, its connection to

Portuguese American businessman William F. Serpa and his long-standing plumbing business, and its Mission Revival architecture. The property's historical documentation identifies the two North 13th Street buildings as rare examples of the early twentieth-century Mission Revival style in greater Santa Clara County, while the property as a whole reflects the continuity of commercial and service uses associated with San José's Northside neighborhoods.

The Agreement includes a preservation plan for maintenance and rehabilitation, with work required to conform to the Historic Preservation Ordinance, the Secretary of the Interior's Standards for the Treatment of Historic Properties, and Your Old House Guide for Preserving San José Homes. These requirements support Policy LU-13.6 by protecting the property's historic character and architectural features. The property tax incentive provided through the Mills Act would implement Policy LU-13.13 by fostering its preservation and rehabilitation. The City Landmark designation and Mills Act Contract would also advance Policy LU-13.15 by implementing Parts 2 and 4 of the Historic Preservation Ordinance and requiring ongoing investment in the historic resource.

- B. The Agreement provides greater protection for the property than is otherwise provided by the provisions of San José Municipal Code Chapter 13.48 in that the owner, in partnership with the City, must use a portion of the property tax relief to rehabilitate and maintain the property in accordance with the preservation plan, attached as Exhibit "3" of the Agreement (Exhibit "A").
- C. The Agreement complies with the requirements of Section 13.48.520 of the San José Municipal Code, which requires contracts to incorporate the Municipal Code's required provisions for Historical Property Contracts, including the following:

- 1) A description of the landmark property subject to the Agreement;
- 2) A provision that the term of the Agreement is a minimum period of ten (10) years;
- 3) Specific conditions requiring preservation of the landmark;
- 4) A provision for the periodic examination of property; and
- 5) A requirement that the property owner annually expend an amount equal to a minimum of ten (10) percent of the tax savings resulting from the Agreement, and a provision that the Agreement is binding upon, and shall inure to the benefit of, all successors in the interest of the owners in the property.

SECTION 3. Pursuant to the San José Municipal Code, Chapter 13.48, the City Clerk is hereby directed to provide the Agreement to the owner of the historical landmark for their signature and directed to record the Agreement in the Office of the Recorder of the County of Santa Clara.

ADOPTED this _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

MATT MAHAN
Mayor

ATTEST:

TONI J. TABER, MMC
City Clerk

EXHIBIT “A”
HISTORICAL PROPERTY CONTRACT
FOR
495-497 NORTH 13TH STREET AND 580-584 EAST EMPIRE STREET
FILE NO. MA26-005
APN: 249-53-075

THIS AGREEMENT (“Agreement”) is made and entered into this 10th day of November, 2026, by and between the City of San José, a municipal corporation (hereinafter referred to as the “CITY”), and Lawrence M. Camuso Trust (hereinafter referred to as the “OWNER”).

R E C I T A L S

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

WHEREAS, OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 495-497 North 13th Street and 580-584 East Empire Street (hereinafter such property and structures shall be referred to as the “Historical Landmark” or the “Historical Landmark Property”), and a legal description of the Historical Landmark Property is attached hereto as Exhibit “1” and incorporated herein by this reference; and

WHEREAS, 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 Historical Landmark and to qualify the Historical 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 January 1, 2027 (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, subject to cancellation as provided in Section 6 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 OWNER desires in any year to not renew the Agreement, OWNER shall serve written notice of nonrenewal of this Agreement on CITY in advance of the annual Renewal Date of this Agreement. Unless such notice is served by OWNER to CITY at least ninety (90) days prior to the annual Renewal Date, one (1) year shall automatically be added to the term of the Agreement as provided herein. If OWNER serves notice to CITY of nonrenewal in any year, the Agreement shall remain in effect, and the Historical Landmark Property shall remain 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 Historical Landmark shall be subject to the following conditions, requirements and restrictions:

- a. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Landmark in no less than equal to the condition of the Historical Landmark Property as of January 1, 2027. OWNER of the Historical Landmark Property shall allow CITY to inspect the interior and exterior of the Historical Landmark Property to determine with OWNER the specific conditions of the Historical Landmark Property requiring preservation, restoration, and/or rehabilitation to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation, the California State Historical Building Code, and the requirements of CITY as of the Effective Date. Attached hereto as Exhibit "2", and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use, and preservation of the Historical Landmark, which shall apply to such Historical Landmark Property and with which OWNER shall comply fully throughout the term of this Agreement.
- b. OWNER shall, where necessary or required, restore and rehabilitate the Historical Landmark Property in full accordance with the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation, the California State Historical Building Code, and the

requirements of CITY, including any permits or approvals granted pursuant to Chapter 13.48 of the San José Municipal Code. Without limiting the foregoing, OWNER shall perform all of the restoration and rehabilitation activities of the Historical Landmark Property set forth on Exhibit “3,” attached hereto and incorporated herein by this reference, within any timelines that may be set forth in said Exhibit 3.

- c. OWNER shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Historical Landmark Property by CITY and the County of Santa Clara as may be necessary to determine OWNER's compliance with this Agreement, which periodic examinations shall occur at least five (5) years after the Effective Date of this original Agreement and then at least every five (5) years thereafter.
 - d. OWNER shall annually expend an amount equal to a minimum of ten percent (10%) of the tax savings attributed to this Agreement to the preservation and maintenance of the Historical Landmark Property and make this documentation available to the CITY at the time of the respective periodic examination described above.
- 4. Force Majeure.** OWNER shall not be held responsible for repair or replacement of the Historical 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 Historical Landmark or OWNER compliance with the terms and provisions of this Agreement.

6. **Cancellation.** CITY, following a duly noticed public hearing, may cancel this Agreement or bring any action in court necessary to enforce this Agreement (including without limitation an action to enforce this Agreement by specific performance or injunction) if it has been determined by enforcement staff with CITY's Planning, Building, and Code Enforcement Department that OWNER has breached any of the provisions or conditions of this Agreement, has allowed the Historical Landmark Property to deteriorate to the point that it no longer meets the standards for a qualified historical property, or has otherwise failed to restore or rehabilitate the Historical Landmark Property or Historical Landmark in the manner specified in 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 the 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, 14th Floor Tower
San José, CA 95113

OWNER: Lawrence M. Camuso Trust
295 Sequoia Avenue
San José, CA 95126

9. General Provisions.

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.
- b. OWNER agrees to and shall hold CITY and its elected officials, officers, agents, and employees harmless from liability from damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct use or operations of OWNER or those of OWNER's contractor, subcontractor, agent, employee or other person acting on OWNER'S behalf which relate to the use, operation, and maintenance of the Historical 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 Historical 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 Historical 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”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

DANIEL ZAZUETA
Senior Deputy City Attorney

By _____
TONI J. TABER, MMC
City Clerk

“OWNER”

By _____
LAWRENCE M. CAMUSO TRUST
Property Owner

EXHIBIT "1"

**LEGAL DESCRIPTION
FOR
495-497 NORTH 13TH STREET AND
580-584 EAST EMPIRE STREET
SAN JOSE, CA 95112**

FILE NO. MA26-005

APN: 249-53-075

Portions of Lots 71 and 72, Map of the Marguerite Tract No. 2, recorded March 15, 1907 in Book L, Page 71 of Maps, Records of Santa Clara County, California, described as follows:

BEGINNING at the Northerly corner of said Lot 72; being the point of intersection of the Southeast line of Empire Street with the Southwest line of Thirteenth Street (formerly Twelfth Street); thence along said Southeast line of Empire Street, S. 59° 20' W., 120 feet to a point; thence parallel with said Southwest line of Thirteenth Street, S. 30° 42' 30" E., 61 feet; thence N. 59° 20' E. 4 feet; thence S. 30° 42' 30" E., 30.99 feet to a point on the Southeast line of said Lot 71; thence along said Southeast line N. 59° 20' E., 116 feet to the Easterly corner thereof on the Southwest line of Thirteenth Street; thence along said line N. 30° 42' 30" W., 91.99 feet to the point of beginning; as shown on the Record of Survey recorded December 26, 1967 in Book 231, Page 53 of Maps.

EXHIBIT “2”

HISTORIC PRESERVATION RULES AND REGULATIONS

OWNER shall, where necessary, restore and rehabilitate the Historical 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 Historical 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 “3”

**10-YEAR PRESERVATION PLAN
FOR
495-497 NORTH 13TH STREET AND
580-584 EAST EMPIRE STREET**

**FILE NO. MA26-005
APN: 249-53-075**

OWNER shall annually expend tax savings attributed to this Agreement for the preservation and maintenance of the City Landmark. The rehabilitation of the City Landmark shall be completed on or before the 10th anniversary of the Effective Date of this Agreement, and such rehabilitation shall include all the following tasks and shall comply with the Secretary of the Interior’s Standards for the Treatment of Historic Properties:

Scope of Work

Year	Work Plan Description
1	Rebuild four corner square wood piers (497 North 13th Street) and install city landmark designation plaque.
2	Restore raised roof glass by replacing broken panes, reglazing and removing old paint (495 North 13th Street and 580 East Empire Street)
3	Restore rosette window by replacing broken panes, wood mullions and removing old paint (495 North 13th Street)
4	Replace roofing with rolled roofing material and asphalt shingles (495 and 497 North 13th Street and 580 and 584 East Empire Street)
5	Repair and resurfacing exterior stucco finishes and repaint buildings (495 and 497 North 13th Street and 580 and 584 East Empire Street)
6	Create a reproduction formed plastic sign insert to replicate the original 1959 "Laundromat" sign as the original plastic has deteriorated and is cracked (497 North 13th Street)
7	Replace and update original plumbing, including main sewer lines (495 and 497 North 13th Street and 580 and 584 East Empire Street)
8	Perform termite remediation (495 and 497 North 13th Street and 580 and 584 East Empire Street)
9	Replace wiring and circuit panels (495 and 497 North 13th Street and 580 and 584 East Empire Street)
10	Replace gutters and roof drainage systems (495 and 497 North 13th Street and 580 and 584 East Empire Street)