

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
JOSE APPROVING A HISTORICAL PROPERTY
CONTRACT FOR 605 NORTH 6TH STREET (KOW KEE
SIXPLEX)**

**FILE NO. MA26-003
APN: 249-39-024**

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, Richard Kogura, Cindy Kogura and Carolyn Kogura possess fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 605 North 6th Street; and

WHEREAS, the City of San José and Richard Kogura, Cindy Kogura and Carolyn Kogura 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 605 North 6th 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 605 North 6th 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 Richard Kogura, Cindy Kogura and Carolyn Kogura, owners of 605 North 6th Street, and makes the following findings:

- A. The Agreement is consistent with the General Plan, in that the preservation of specific structures is a part of the Envision San José 2040 General Plan Historic Preservation Goal 13, and Historic Preservation Policies LU-13.6, LU-13.13, and LU-13.15.
 - 1) The Agreement advances Historic Preservation Goal 13 by establishing long-term preservation, maintenance, and rehabilitation commitments for the landmark property. The contract would preserve the building’s historic character and ensure that its associations with the development and evolution of Japantown remain visible to the community.

- 2) The Agreement implements Historic Preservation Policy LU-13.6 because it requires the property owner to commit to a ten-year work plan to invest in the maintenance and rehabilitation of the building and to conduct the work in conformance with the Historic Preservation Ordinance and the Secretary of the Interior's Standards for the Treatment of Historic Properties. These requirements would support Historic Preservation Policy LU-13.6.
 - 3) The Agreement implements Historic Preservation Policy LU-13.13 by utilizing a property tax incentive to foster the preservation and rehabilitation of the building, which is the neighborhood's oldest commercial building and exemplifies San José's Asian American cultural, economic, and social heritage.
 - 4) The Agreement advances Historic Preservation Policy LU-13.15 by providing a financial incentive for continued maintenance and rehabilitation through property tax relief in exchange for the owner's commitment to a ten-year schedule of preservation, maintenance, and improvement work in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties to ensure protection of 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 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.

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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
605 NORTH 6TH STREET (KOW KEE SIXPLEX)
FILE NO. MA26-003
APN: 249-39-024**

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 Richard Kogura, Cindy Kogura and Carolyn Kogura (hereinafter referred to as the “OWNERS”).

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, OWNERS possess fee title in and to that certain real property, together with associated structures and improvements thereon, located at 605 North 6th 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 OWNERS 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 OWNERS, 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 5, 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 OWNERS desire in any year to not renew the Agreement, OWNERS 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 OWNERS 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 OWNERS serve 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. OWNERS shall preserve and maintain the characteristics of historical significance of the Historical Landmark in no less than equal condition to the condition of the Historical Landmark Property as of November 10, 2026. OWNERS of the Historical Landmark Property shall allow CITY to inspect the interior and exterior of the Historical Landmark Property to determine with OWNERS 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 OWNERS shall comply fully throughout the term of this Agreement.

b. OWNERS 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, OWNERS 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. OWNERS 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 OWNERS' 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. OWNERS 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. OWNERS 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. OWNERS hereby agree 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. OWNERS 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 OWNERS 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 OWNERS have breached any of the provisions or conditions of this Agreement, have allowed the Historical Landmark Property to deteriorate to the point that it no longer meets the standards for a qualified historical property, or have 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, OWNERS 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 OWNERS, and OWNERS 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 OWNERS. A successor in interest shall have the same rights and obligations under this Agreement as OWNERS.

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

OWNERS: Richard Kogura, Cindy Kogura and Carolyn
Kogura
865 North 6th Street
San José, CA 95112

9. General Provisions.

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

b. OWNERS agree 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 OWNERS or those of OWNERS' contractor, subcontractor, agent, employee or other person acting on OWNERS' behalf which relate to the use, operation, and maintenance of the Historical Landmark. OWNERS hereby agree 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 OWNERS' activities in connection with the Historical Landmark. This holds 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.

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APPROVED AS TO FORM:

DANIEL ZAZUETA
Senior Deputy City Attorney

“CITY”

CITY OF SAN JOSE, a municipal
corporation

By _____
TONI J. TABER, MMC
City Clerk

“OWNERS”

By _____
RICHARD KOGURA
Property Owner

By _____
CINDY KOGURA
Property Owner

By _____
CAROLYN KOGURA
Property Owner

EXHIBIT "1"

**LEGAL DESCRIPTION
FOR
605 NORTH 6TH STREET (KOW KEE SIXPLEX)
SAN JOSE, CA 95112
FILE NO. MA26-003
APN: 249-39-024**

All that certain real property located in the City of San Jose, County of Santa Clara, State of California, and more particularly described as follows: to-wit:

BEGINNING at the point of intersection of the Northerly line of Jackson Street with the Westerly line of Sixth Street; thence running Northerly and along said Westerly line of Sixth Street, ninety-five (95) feet thence Westerly and parallel with said line of Jackson Street 35.75 feet to the Easterly line of that certain parcel of land conveyed by A. E. Lennon to Shiro Akizuki by Deed dated October 18, 1928, and recorded October 18, 1928 in Book 433 of Official Records, page 53, Santa Clara County Records; thence running at right angles Southerly and along the Easterly line of lands so conveyed to Shiro Akizuki, ninety-five (95) feet to a point on the Northerly line of Jackson Street; thence running at right angles Easterly and along said Northerly line of Jackson Street, thirty-five and 75/100 (35.75) feet to the point of beginning, being a part of Lot 199 in Block 19 of White's Addition to the City of San Jose.

**Assessor's Parcel No. 249-39-024
Commonly known as 605 North Sixth Street, San Jose**

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 elements 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”

**PRESERVATION PLAN
FOR
605 NORTH 6TH STREET (KOW KEE SIXPLEX)
SAN JOSE, CA 95112**

FILE NO. MA26-003

APN: 249-39-024

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	<ul style="list-style-type: none">• Remove north damaged wall and salvage bricks, seismic retrofit, stabilize and provide weather protection (completed Spring 2026)• Submit plans for renovation of structural Jan – Dec 2026• Weather protection of North Wall September 28, 2026 (completed)• West wall repairs to underside of roof framing Oct – Dec 2026 using salvaged bricks from the north wall• Remove personal belongings from building Oct – Dec 2026
2	<ul style="list-style-type: none">• January 2027 to May 2027 Encroachment, Building, and other permit approvals• March 2027 brace West Wall• Install construction barricade after Encroachment Permit• May 2027 – June 2027 Assuming permits are approved, remove crickets and roof protection, and extend parapet wall for fire rating• June 2027-August 2027 Deconstruction of east and south walls; salvage of bricks that are not damaged.• Sept. to Dec. 2027 Waterproof west wall, parapet caps, etc.

3 & 4 2028	<ul style="list-style-type: none">• January to December: Building Shell, PGE electrical, PGE Gas, sewer line, etc.
5 to 10 2029- 2034	<ul style="list-style-type: none">• Actively pursuing tenants• Tenant improvements for multiple spaces• Install a historic bronze plaque to display in front of the building.