

February 19, 2016

Julianne Polanco  
State Historic Preservation Officer (SHPO)  
Office of Historic Preservation  
California State Department of Parks and Recreation  
1725 23<sup>rd</sup> Street, Suite 100  
Sacramento, CA 95816-7100

Re: Section (§) 106 Consultation  
Napa Franklin Station  
1351 Second Street  
Napa, Napa County, CA 94559-9991 (the "Property")  
National Register Information System #85000133  
OHP Ref. USPS\_2015\_0629\_001

Dear Ms. Polanco:

Thank you for your October 14, 2015 letter providing comment on the United States Postal Service's (USPS) adverse effect finding regarding proposed demolition of the Property (the "undertaking"). Please note that the USPS has not changed its determination of adverse effect nor has it changed the undertaking, which remains the demolition of the Property. Rather, the USPS has continued to consult to resolve the adverse effect pursuant to 36 CFR § 800.6.

As a means of resolving the adverse effect, USPS has offered the Property for sale, subject to a preservation covenant recorded with the deed at the time of transfer. Napa County Landmarks, Inc., a non-profit corporation organized and operating under the laws of the State of California, has agreed to hold and enforce the proposed covenant attached hereto. A sale subject to such a covenant is the USPS' proposal to avoid the adverse effect of the undertaking. Consequently, the USPS proposes the development of a Memorandum of Agreement (MOA) as a possible means of resolving adverse effects. Specifically, the MOA, attached hereto as Exhibit A for your review and comment, requires the use of a preservation covenant with adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the significant historic features of the Property if the Property is sold. Thus, the USPS proposes that implementation of the MOA and completion of its terms is acceptable as avoidance of the adverse effect of the undertaking.

Below is a list of your expressed concerns regarding the consultation and the proposed covenant form and our response, in order of the numbered comments in your October 14<sup>th</sup> letter:

Comment 1-- You state that the USPS commissioned a cost of restoration analysis and released this report to the public through the media. You have asked for a copy of the analysis.

**Response:** The USPS did hire a firm to analyze the cost of restoration; however, that report was not released to the public. As stated in our letter of September 9<sup>th</sup>, the USPS provided general cost information to the public by responding to questions from Jennifer Huffman, a member of the media.

Comment 2--The covenant should clarify what exactly constitutes the initiation of construction.

**Response:** Paragraph 1 of the preservation covenant was amended to define a call for inspection as initiation of construction.

Comment 3 -- Lines 2 and 14 of the covenant allude to the financial resources required to monitor and enforce the covenant. Typically, preservation organizations require funding for monitoring in advance of agreeing to hold covenants. Has the USPS considered providing sufficient funds to cover this cost upfront?

**Response:** The USPS and Napa County Landmarks, Inc. have reached an agreement regarding covenant enforcement. The USPS does not typically provide funds upfront to cover the costs of monitoring or enforcing covenants. The USPS relies on the covenant holder to assess its financial capabilities as part of the decision as to whether or not to take on the obligations of covenant holder.

Comment 4-- In regards to the list of Character Defining Features, you recommended referencing the updated National Register nomination instead of the 1985 nomination and define "qualified personnel" by referencing the Secretary of the Interior's Professional Qualifications Standards.

**Response:** The list of Character Defining Features (located in Paragraph 4) has been revised to reference the 2015 National Register of Historic Places nomination update. Furthermore, "qualified personnel" has been defined in Paragraph 3 as "personnel meeting the Secretary of the Interior's Professional Qualification Standards."

Comment 5—You recommended adding language to the covenant noting that any additions to the property must conform to Items 9 and 10 of the *Secretary of the Interior Standards for Rehabilitation*.

**Response:** The preservation covenant requires the review and approval of rehabilitation, alteration, or modification plans to the Property by the covenant holder to ensure consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68), which is inclusive of preservation, rehabilitation, restoration and reconstruction, and in accordance with the recommended approaches of the Secretary of the Interior's Standards and Guidelines.

Comment 6—You asked whether the USPS is consulting on the demolition or the sale of Napa Franklin Station?

**Response:** The USPS has not changed its determination of adverse effect nor has it changed the undertaking, which remains the demolition of the Property. Rather, the USPS has continued to consult to resolve the adverse effect pursuant to 36 CFR § 800.6.

Comment 7 – You recommended that the USPS set forth a plan to secure the property against the elements as soon as possible. .

**Response:** The USPS has taken appropriate steps to secure the Property.

Comment 8: -- You recommended that the USPS hold a public meeting to address its proposal directly with consulting parties.

**Response:** The USPS prefers to conduct consultation to resolve the adverse effects in writing. The USPS has considered your comments and recommendations, as well as those of other consulting parties and the public, to the extent any were received.

Please review the attached MOA along with the exhibit thereto and provide me with your comments or concerns within fifteen (15) days of receipt of this letter, if possible, so that we may move expeditiously to resolve adverse effects of the undertaking.

A copy of this letter and attachments will be provided to all consulting parties and posted for public review and comment.

Thank you for your assistance in this matter. Should you have any comments on the undertaking please contact me care of Julia Mates, Tetra Tech, (510) 302-6300, by email at [julia.mates@tetratech.com](mailto:julia.mates@tetratech.com), or by letter at Tetra Tech, 1999 Harrison Street, Suite 500, Oakland, CA 94612.

Sincerely,

Daniel Delahaye  
Federal Preservation Officer  
USPS

enc: as stated

cc (w/enc.): Advisory Council on Historic Preservation (EL 110999346 US)  
City of Napa Planning Department (EL 110999350 US)  
City of Napa (EL 111004575 US)  
Napa County Landmarks (EL 111004567 US)  
National Trust for Historic Preservation (EL 111004584 US)  
Local Manager, Napa Post Office, for public posting

**EXHIBIT A**  
**MEMORANDUM OF AGREEMENT**

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**MEMORANDUM OF AGREEMENT  
BETWEEN THE UNITED STATES POSTAL SERVICE  
AND THE  
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE PROPERTY AT  
1351 SECOND STREET, NAPA, CALIFORNIA 94559**

**WHEREAS**, the United States Postal Service (USPS) owns the improvements and underlying land at 1351 Second Street, Napa, California (the "Property"), and seeks to demolish the building (the "Undertaking"); and

**WHEREAS**, this Undertaking has the potential to cause effects on historic properties and is therefore subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 C.F.R. Part 800; and,

**WHEREAS**, the USPS has defined the Undertaking's direct area of potential effect (APE) as the building footprint, and the indirect APE as the geographic area in which the undertaking has the potential to alter the characteristics of a historic property that qualify the property for inclusion in the National Register of Historic Places (NRHP) in a manner that would diminish the historic integrity of the property, which includes two buildings determined eligible for listing in the NRHP; and

**WHEREAS**, the Property is individually listed in the NRHP, the USPS has determined that the Undertaking will have an adverse effect on the Property, and has consulted with the California State Historic Preservation Officer (SHPO), Napa County Landmarks, Inc., the City of Napa and the National Trust for Historic Preservation, and has considered the views of the public on resolving the adverse effect of the Undertaking pursuant to 36 C.F.R. Part 800; and

**WHEREAS**, the transfer, lease or sale of an historic property out of Federal ownership or control with adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the Property's historic significance would avoid adverse effect; and

**WHEREAS**, the USPS has invited the consulting parties to sign this MOA as concurring parties; and

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), the USPS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and provided the specified documentation to ACHP, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii);

**NOW, THEREFORE**, the USPS and the SHPO agree that if the USPS were to sell the property in accordance with the following stipulation, adverse effects would be avoided.

## **STIPULATIONS**

To avoid the adverse effects of the Undertaking, the USPS proposes the following:

### **I. SALE OF THE PROPERTY**

In the event that the USPS decides to transfer the Property out of Federal ownership or control, it will do so subject to a Preservation Covenant which provides adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the Property's historic significance. Such Preservation Covenant shall be recorded with the deed at property transfer. A sample of such covenant is attached as Exhibit A.

### **II. DURATION**

This MOA will expire on the earlier of the following dates: the date the Property is transferred subject to a Preservation Covenant which provides adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the Property's historic significance or the five (5) year anniversary of the USPS execution of this MOA. Prior to the expiration of the MOA, USPS may consult with the other signatory to reconsider the terms of the MOA with a view toward amending it in accordance with Stipulation VI below.

In the event that the Property is not transferred subject to a Preservation Covenant which provides adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the Property's historic significance within five (5) years from the execution date of this MOA, then USPS shall either (a) amend this MOA pursuant to Section VI below, (b) execute a new MOA pursuant to 36 C.F.R. § 800.6, or (c) terminate consultation and request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. USPS shall notify the other signatory as to the course of action it will pursue.

### **III. POST-REVIEW DISCOVERIES**

As the use of the Preservation Covenant is expected to result in no adverse effects on historic properties, if for some reason, unanticipated effects on the identified historic properties within the direct and indirect APE are found prior to the expiration of this MOA, USPS shall immediately notify the SHPO and concurring party(ies). In such event, USPS agrees to stop all activities in the vicinity of the discovery and to avoid or minimize harm to the property until it is determined the transfer of the Property subject to a preservation covenant which provides adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the Property's historic significance may proceed.

### **IV. MONITORING AND REPORTING**

At the completion of each year following the date of execution of this MOA until it expires or is terminated, USPS shall provide all parties to this MOA a summary report detailing work carried out pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in USPS's efforts to carry out the terms of this MOA. At such time as the USPS determines that the documentation and actions described in Section I above are complete, USPS shall notify the SHPO and concurring party(ies) of the completion.

## **V. DISPUTE RESOLUTION**

Should any signatory or concurring party to this MOA object at any time during the pendency of this MOA to any actions proposed or the manner in which the terms of this MOA are implemented, the USPS shall consult with such party to resolve the objection. If USPS determines that such objection cannot be resolved, USPS will:

- A. Forward all documentation relevant to the dispute, including the USPS's proposed resolution, to the ACHP. The ACHP shall provide USPS with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatory and concurring party(ies), and provide them with a copy of this written response. USPS will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, USPS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USPS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. It shall be the USPS's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

## **VI. AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

## **VII. TERMINATION**

If either signatory to this MOA reasonably determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatory to attempt to develop an amendment per Stipulation VI, above. If within ninety (90) days after commencement of such consultation, an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other signatory. If this MOA is terminated, then the signatories shall take such actions as are necessary to comply with all requirements of 36 C.F.R. Part 800.

EXECUTION of this MOA by the USPS and SHPO and the implementation of its terms evidence compliance with Section 106 of the NHPA and its implementing regulations.

**SIGNATORY:**

**UNITED STATES POSTAL SERVICE**

\_\_\_\_\_  
**By: David Rouse**  
**Contracting Officer**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Approved: Daniel Delahaye**  
**Federal Preservation Officer**

\_\_\_\_\_  
Date

Washington, DC

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (name of representative)

as \_\_\_\_\_ of \_\_\_\_\_  
(title of representative) (name of entity or person represented)

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

**SIGNATORY:**

**STATE HISTORIC PRESERVATION OFFICER**

\_\_\_\_\_  
**Julianne Polanco**  
**State Historical Preservation Officer**

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Napa

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

**CONCURRING PARTY:**

**Napa County Landmarks, Inc.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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- Other \_\_\_\_\_

**CONCURRING PARTY:**

**City of Napa**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

**CONCURRING PARTY:**

**National Trust for Historic Preservation**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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- Other \_\_\_\_\_

**EXHIBIT A**  
**PRESERVATION COVENANT**

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## PRESERVATION COVENANT

In consideration of the conveyance by Quitclaim Deed from the United States Postal Service (the "Grantor") to \_\_\_\_\_, a \_\_\_\_\_ (the "Grantee") of certain real property located at 1351 Second Street in the City of Napa, County of Napa, State of California (the "Property"), the legal description of which is

Lots Numbers One (1) and Three (3) in Block Number Twenty-seven (27), as the same are laid down and delineated upon a certain map entitled "Plan of Napa City", recorded November 28, 1853 in Volume B of Deeds, at page 433, in the Recorder's Office of said Napa County (APN: 003-208-001),

The Grantee, on behalf of itself, its successors and assigns, in respect of the improvements constituting part of the Property that are commonly known as the Napa Franklin Post Office Station (the "Property"), hereby agrees with and covenants to NAPA COUNTY LANDMARKS, INC., a non-profit corporation organized and operating under the laws of the State of California, having an office at 1754 Second Street, Suite E, Napa, California, 94559, (the "Covenant Holder") as follows:

1. Grantee shall apply for and receive a building permit from the City of Napa, and shall initiate construction, defined, at a minimum, as a call for inspection, to return the Property to as good or better than its condition prior to the earthquake damage that occurred on August 24, 2014, within a period of eighteen (18) months after transfer of title to the Property to Grantee from Grantor. Grantee shall complete rehabilitation of the Property within a period of twenty-four (24) months after the start of construction, or under a schedule as modified under the terms of paragraph 16 of this Preservation Covenant. The foregoing periods shall be extended by the period of any delay caused by "force majeure," meaning an event such as, but not limited to, fire, earthquake, flood, explosion or other casualty; labor disturbance; unavoidable accident; riot, insurrection, civil disturbance, act of public enemy, embargo or war; inclement weather or other act of God; inability to obtain labor, materials or supplies; governmental regulations, restriction or prohibition or other action or inaction by any governmental authority; or any other cause beyond the reasonable control of Grantee.

2. Grantee shall at all times preserve, maintain, rehabilitate and/or restore the significant historic features of the Property specified in paragraph 4 (the "Significant Historic Features") consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68), as may be modified from time to time, and in accordance with the recommended approaches of the Secretary of the Interior's Standards and Guidelines, in order to preserve the physical integrity of those characteristics of the Property that qualify it for inclusion in the National Register of Historic Places.

3. Covenant Holder, which has the willingness, expertise and financial resources to monitor and enforce these preservation conditions, and will use qualified personnel meeting the Secretary of the Interior's Professional Qualifications Standards for oversight to provide consistent application of the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68) and the Secretary of the Interior's Standards and Guidelines, has accepted the responsibility of this Preservation Covenant as its enforcement entity as indicated by its signature below.

4. No construction, alteration, or rehabilitation shall be undertaken or permitted to be undertaken that would affect the Significant Historic Features of the Property without consultation with, and the express permission of, Covenant Holder or a fully authorized representative thereof. No demolition of

the Property may be done without the express approval of the Covenant Holder and the City of Napa, a California Certified Local Government.

In order to document the relevant external and internal nature of the Property, reference is made to Exhibit A, which is the 2015 NRHP nomination amendment #85000133 that documents the Significant Historic Features of the exterior and interior of the Property and its site.

a. The Significant Historic Features of the exterior of the Property specified in Exhibit A are as follows:

- Projected central area flanked by two recessed wings
- Simple geometry of the building's massing
- Seven piers topped by a terracotta "capital" in a stylized floral motif
- Cornice extending from the roofline formed of terracotta rams and cows heads
- Ornament that consists of decorative brickwork and terracotta panels in a geometric motif
- Bronze and milk glass urn-shaped light fixtures adjacent to the entryways
- Large terracotta panel containing an Art Deco eagle above each door
- Monolithic windows on the main façade

b. The Significant Historic Features of the interior of the Property located in the main lobby of the Property specified in Exhibit A are as follows:

- Original cast bronze drop lights and raised-plaster ceiling
- Decorative terrazzo floor
- Marble wainscoting
- Raised bas relief gilt and painted plaster walls and ceiling
- Terracotta panel with geometricized floral pattern at each end of the central frieze
- Carved Art Deco wood ornaments over the service counter
- Original hanging lobby lamps
- Original brass-framed bulletin boards

5. Authorized representatives of Covenant Holder shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being met. The entity requesting the inspection shall provide advance written notification to Grantee of the date and time that such entity wishes to inspect the Property.

6. In the event of a violation of this Covenant, and in addition to any remedy now or hereafter provided by law, Covenant Holder may, following reasonable notice to Grantee, institute suit to enjoin the violation or to require the restoration of the Significant Historic Features of the Property.

7. This covenant is binding on Grantee, its heirs, successors and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by Grantee verbatim or by express reference in any deed or other legal instrument by which Grantee divests itself of any interest in the Property or any part thereof.

8. The failure of any person or entity permitted by the terms hereof to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.

9. This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land.

10. Execution of this Preservation Covenant by Grantee shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth. This Preservation Covenant shall be self-executing and thus the failure by Covenant Holder to execute this Preservation Covenant shall not impair its effectiveness or impeded its enforcement against Grantee.

11. This Preservation Covenant permits the Grantee to respond to an emergency as required by law, or as directed by governmental authorities, or as necessary to protect persons and property, without violation of the Preservation Covenant. In the event Grantee proposes an emergency action as an essential and immediate response to a disaster, emergency or other immediate threat to life or property, Grantee shall notify Covenant Holder of such actions as promptly as is reasonably feasible.

12. If Grantee or Covenant Holder determines that the terms of this Preservation Covenant cannot or will not be carried out for reasons of disaster, emergency or casualty loss through no fault of the Grantee, that party shall immediately consult to develop an amendment per Paragraph 16, or to extinguish the Preservation Covenant by mutual consent or as a result of a judicial proceeding in a court of competent jurisdiction. Notice of extinguishment shall be publicized within thirty (30) calendar days to the public by publication in a media of general circulation and availability. The amendment or extinguishment will be effective on the date a copy signed by Grantee and Covenant Holder is filed in the appropriate land records against title to the Property.

13. The unenforceability of any term or provision in the Preservation Covenant shall not affect the validity of the remaining sections or portions of the Preservation Covenant.

14. This Preservation Covenant shall take effect at the time and date that the Property is conveyed by Grantor to Grantee no matter when executed.

15. This Preservation Covenant is not subject to expiration under any Marketable Title Act or similar law. Covenant Holder may re-record this Preservation Covenant, at Covenant Holder's expense, from time to time to perpetuate Covenant Holder's rights. The parties expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of the Preservation Covenant.

16. If circumstances arise under which an amendment to, or modification of this Covenant would be appropriate, Grantee and Covenant Holder may by mutual written agreement jointly amend this Covenant, provided that Covenant Holder will not agree to any amendment that will adversely affect the qualification of this Covenant or the status of Covenant Holder under any applicable laws of the State of California. Any such amendment shall be consistent with the protection of the preservation values of the Property and the purpose of this Covenant to preserve the Significant Historic Features of the Property; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity, other than Grantee its successors and assigns; and shall not adversely impact the preservation and conservation values protected by this Covenant. Any such amendment shall be recorded in the land records of the City of Napa, Napa County, California. Nothing in this paragraph shall require Grantee or Covenant Holder to agree to any amendment.

In Witness Whereof, Grantee and Covenant Holder have set their hands to this Preservation Covenant on the dates shown opposite each signature.

GRANTEE:

[NAME OF ENTITY]

By \_\_\_\_\_ (Date) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

COVENANT HOLDER:

NAPA COUNTY LANDMARKS, INC. (Date) \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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State of California

County of Napa

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
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- Other \_\_\_\_\_

**EXHIBIT A**  
**NATIONAL REGISTER OF HISTORIC PLACES NOMINATION AMENDMENT**

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3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this  nomination  request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property  meets  does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

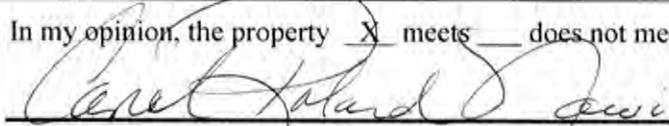
national  statewide  local

Applicable National Register Criteria:

A  B  C  D

	20 May 2015
Signature of certifying official/Title:	Date
UNITED STATES POSTAL SERVICE	
State or Federal agency/bureau or Tribal Government	

In my opinion, the property  meets  does not meet the National Register criteria.

	5-4-15
Signature of commenting official: Carol Roland-Nawi, Ph.D.	Date
State Historic Preservation Officer	California State Office of Historic Preservation
Title	State or Federal agency/bureau or Tribal Government

4. National Park Service Certification

I hereby certify that this property is:

- entered in the National Register
- determined eligible for the National Register
- determined not eligible for the National Register
- removed from the National Register
- other (explain:)

Signature of the Keeper

Date of Action

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**NRHP Nomination Amendment**

This update has been prepared by the United States Postal Service in order to assess its continued eligibility for listing in the NRHP after being damaged by an earthquake.

The Napa Franklin Station was originally listed on the NRHP in 1985, in part for its strong identification with the use of the Art Deco movement in the WPA Post Offices of the 1930s. It was determined to be significant at the state and local levels under Criterion C. Figure 1 is a historic photograph of the building, presumably shortly after its construction.

Exterior alterations since 1985

A site visit conducted on January 27, 2015, confirmed that the property has undergone few exterior alterations since the building was listed. United States Postal Service (USPS) maintenance records indicate that the roof was replaced in 2013. The new roof appears to be in-kind and in similar style to the original roof; gates were added to the outside staircases that lead to the basement in 2014. Neither of these alterations compromised the historic character of the property.

Summary of 1985 Nomination's Historic Character Defining Features

The 1985 nomination details the historic character defining details that the building possesses that render it eligible for listing on the NHRP.

The nomination stated that the Napa Franklin Station was considered "unusually well preserved." It retained integrity of location, design, setting, materials, workmanship, feeling, and association. It was described as "an important example of the transition to the Starved Classicism characteristic of federal design in the mid-to-late thirties, and makes plain the debt Starved Classicism owed to Art Deco stylistic concepts." In addition to this broader significance, it was found to possess "considerable aesthetic value in its own right."

Significant exterior features specified in the 1985 nomination include:

- Projected central area flanked by two recessed wings
- Simple geometry of the building's massing
- Seven piers topped by a terracotta "capital" in a stylized floral motif
- Cornice extending from the roofline formed of terracotta rams' and cows' heads
- Ornament that consists of decorative brickwork and terracotta panels in a geometric motif
- Bronze and milk glass urn-shaped light fixtures adjacent to the entryways
- Large terracotta panel containing an Art Deco eagle above each door

Significant interior features specified in the 1985 nomination include:

- Decorative post office lobby
- Original cast bronze drop lights and raised-plaster ceiling
- Decorative terrazzo floor in lobby
- Raised bas relief gilt and painted plaster on the ceiling
- Terracotta panel with geometricized floral pattern at each end of the central frieze

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Current Assessment of Historic Character Defining Features

A 6.0 earthquake early in the morning on August 24, 2014 caused both interior and exterior damage to the building. The earthquake damaged some of the building’s significant decorative features, while leaving others undamaged.

Elements of the property that were seriously damaged in the earthquake include:

- Brickwork
- Plaster walls and ceiling
- Tongue-in-groove wood workroom floor
- Decorative exterior terracotta
- Interior plaster and brickwork, especially at north interior wall of lobby and east and west vestibules
- Windows and damaged sashes including many on the main façade
- Marble wainscoting in the lobby

Some condition problems with terracotta on other portions of the building, (for example the beltcourse on the rear façade), are consistent with weathering rather than earthquake damage.

Elements of the overall design that sustained visibly minor or no damage include:

- Strong identification with Art Deco movement
- Symmetrical façade with projected central area flanked by two recessed wings
- Simple geometry of the building’s massing
- Terracotta panels in geometric motifs
- Terracotta cornice with decorative rams’ and cows’ heads and oval shields
- Terracotta “capitals” and window moldings
- Terracotta eagle panels above doors
- Recessed, rectangular fenestration pattern separated by fluted pilasters
- Bas relief quilt plaster lobby ceiling over retail counter space
- Original hanging lobby lamps
- Original brass-framed bulletin boards
- Original interior layout
- Carved Art Deco wood ornaments over the service counter
- Terrazzo flooring in lobby

The basement level has no public spaces and no historic character defining features.

In addition to elements of the building that are clearly damaged or undamaged, some elements are not visible due to stabilization work on the east and west sides of the lobby’s interior, or building materials have fallen away or been removed. Photographs of these areas taken before and during the stabilization work have been included in this amendment. These areas include:

- Bronze and milk glass urn-shaped light fixtures adjacent to entryways. Two are undamaged or lightly damaged, but two are covered with plastic sheeting at the time of the field visit and therefore were not visible for inspection.
- Decorative terrazzo floor in much of the lobby appears undamaged, although some sections are not visible due to pallets and building materials that cover them.
- Damaged plaster ceiling on east and west sides of lobby.

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Readily apparent damage to ceilings, wood floors, and walls is concentrated in the workroom and other non-public spaces. These features and areas of the building are not historic character defining.

Evaluation

Eligibility for listing on the NRHP rests on significance and architectural integrity. A property must have both factors to be considered eligible. The property was listed under Criterion C in 1985 and its most related aspects of integrity are design, workmanship, materials, and location.

This amendment assesses the historic character defining features of the building and whether or not they have been rendered damaged or destroyed enough to impact the property's retention of design, workmanship, materials, and location.

This amendment determines that the 2014 earthquake damage affected the property's interior architectural integrity with regard to the aspect of materials. The materials of the interior at the east and west sides of the lobby have been severely compromised. Materials such as terracotta, marble, and brick were damaged, broken, and dislodged at the interior ends of the building. The central areas of the lobby's interior have less damage to the historic character defining features as the east and west sides of the building. Overall, the amount of materials lost is insufficient to result in diminished integrity of the building's interior great enough to impact the building's historic status. This amendment determines that the 2014 earthquake damage did not significantly affect the property's exterior architectural integrity of design, workmanship, materials, and location. The property continues to meet Criterion C for listing in the National Register because the qualities which caused it to be originally listed are still conveyed.

**Form Prepared By**

name/title: Kara Brunzell & Julia Mates  
organization: Tetra Tech, Inc.  
street & number: 1999 Harrison Street, Suite 500, Oakland, CA 94612  
city or town: Oakland state: CA zip code: 94612  
e-mail: Kara.Brunzell@tetrattech.com, julia.mates@tetrattech.com  
telephone: 510.302.6300  
date: February 4, 2015

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**Figures**

Figure Log

Name of Property: Napa-Franklin Station  
 City or Vicinity: Napa  
 County: Napa County  
 State: CA  
 Name of Photographer: Unknown  
 Date of Photographs: Unknown, (circa 1933)  
 Location of Original Digital Files: USPS Headquarters, 475 L'Enfant Plaza W, SW  
 Rm. 6631, Washington DC 20260-1862  
 Number of Figures 1

Figure #1

Historic photo of Napa Franklin Station, north elevation, camera facing south (photographer unknown)

**Photographs**

Photo Log

Name of Property: Napa-Franklin Station  
 City or Vicinity: Napa  
 County: Napa County  
 State: CA  
 Name of Photographers: Northstar Group Services; ATI Architects + Engineers; Julia E. Mates, Tetra Tech, Inc.  
 Date of Photographs: September 16 & 22, 2014; November 18, 2014 and January 27, 2015  
 Location of Original Digital Files: 101 California Street, San Francisco, CA 94111  
 3860 Blackhawk Rd., #100, Danville, CA 94506  
 1999 Harrison St., Suite 500, Oakland, CA 94612  
 Number of Photographs: 26

Photograph #1

Main (north) façade on left, west elevation on right, camera facing southeast

Photograph #2

Rear (south) elevation on left, east elevation on right, camera facing northwest

Photograph #3

Rear (south) elevation cracked in wall, camera facing north

Photograph #4

Rear (south) elevation, large crack in wall (photograph taken prior to installed over damage), camera facing north

Photograph #5

Main (north) façade, east side, terracotta eagle, entrance and lanterns, camera facing south

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Photograph #6

Damaged northeast corner (photograph taken prior to tarp installed over damage), camera facing south

Photograph #7

Main (north) façade, west side, terracotta eagle, entrance, and lanterns, camera facing south

Photograph #8

Main (north) façade, west side column damage (photograph taken prior to stabilization), camera facing southwest

Photograph #9

Interior, northwest corner damage (photograph taken during stabilization process), camera facing west

Photograph #10

Interior, northwest corner and north wall damage (photograph taken during stabilization) camera facing north

Photograph #11

Interior, main (north) façade, lobby windows, camera facing north

Photograph #12

Interior, counters, windows above counter space, doors to box lobby (at left), camera facing southeast

Photograph #13

Interior, lobby ceiling, hanging lamps, camera facing north

Photograph #14

Interior, crack in west lobby decorative ceiling, camera facing west

Photograph #15

Interior, box lobby (foreground), retail lobby (background), camera facing west

Photograph #16

Interior, retail lobby, west vestibule (background), camera facing northwest

Photograph #17

Interior, lobby, original bulletin board case and damaged portion of north wall, camera facing north

Photograph #18

Interior, post office boxes in box lobby, camera facing south

Photograph #19

Interior, lobby terrazzo flooring, (damaged pieces stored on flats), camera facing southeast

Photograph #20

Interior, counter, camera facing south

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Photograph #21

Damaged portion of marble wainscot on counter, camera facing southwest

Photograph #22

Damaged wall in workroom, camera facing west

Photograph #23

Area behind counter, camera facing northwest

Photograph #24

Damaged floor of workspace due to open window after earthquake, camera facing north

Photograph #25

Conference room in basement, camera facing west

Photograph #26

Hallway to offices in basement, camera facing west

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Figure #1

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Photograph #2

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Photograph #3

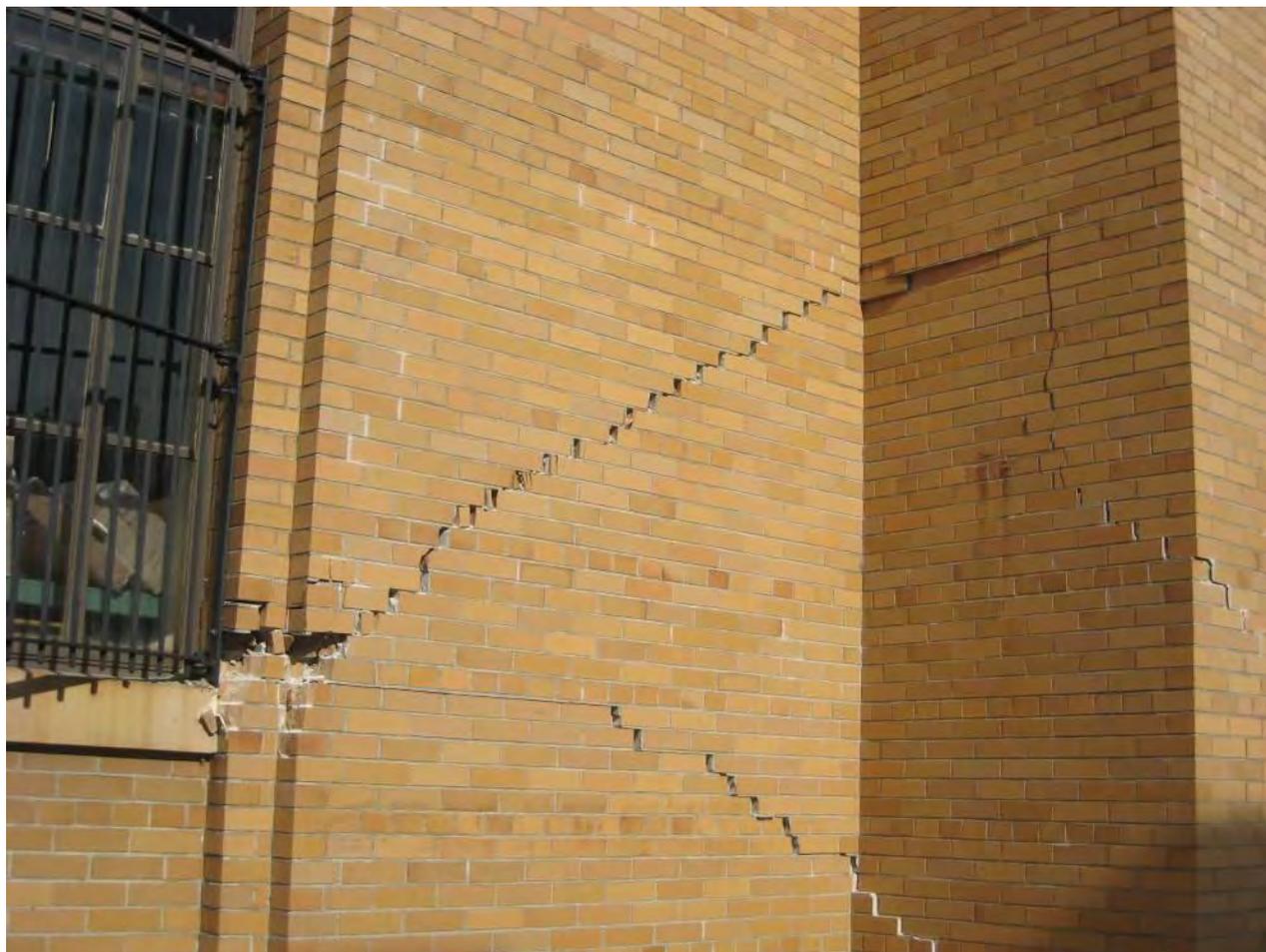
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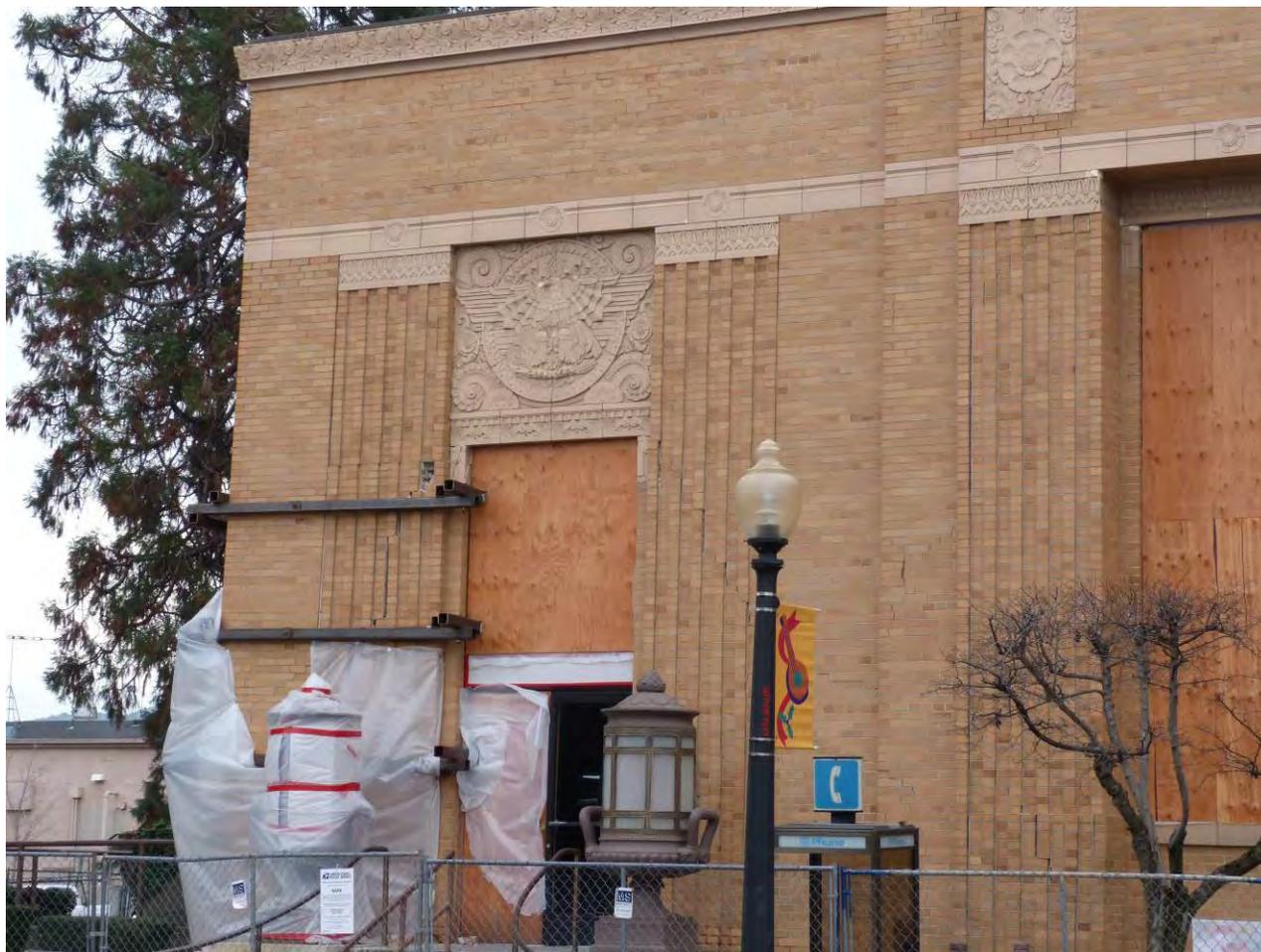
Photograph #4

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Photograph #5

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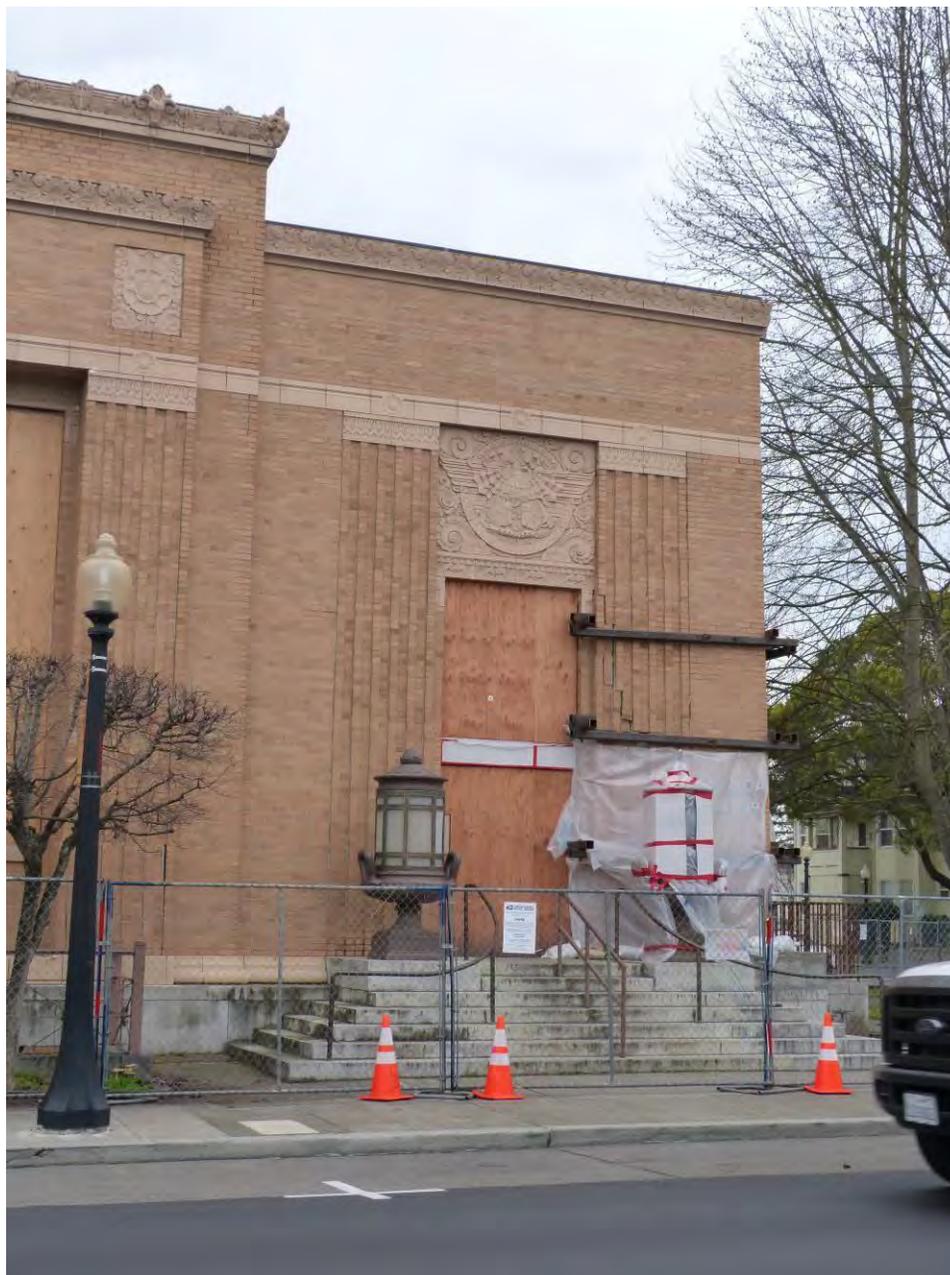
Photograph #6

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Photograph #7

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Photograph #8

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Photograph #9

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Photograph #10

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Photograph #11

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Photograph #12

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Photograph #13

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Photograph #14

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Photograph #15

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Photograph #16

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Photograph #17

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Photograph #18

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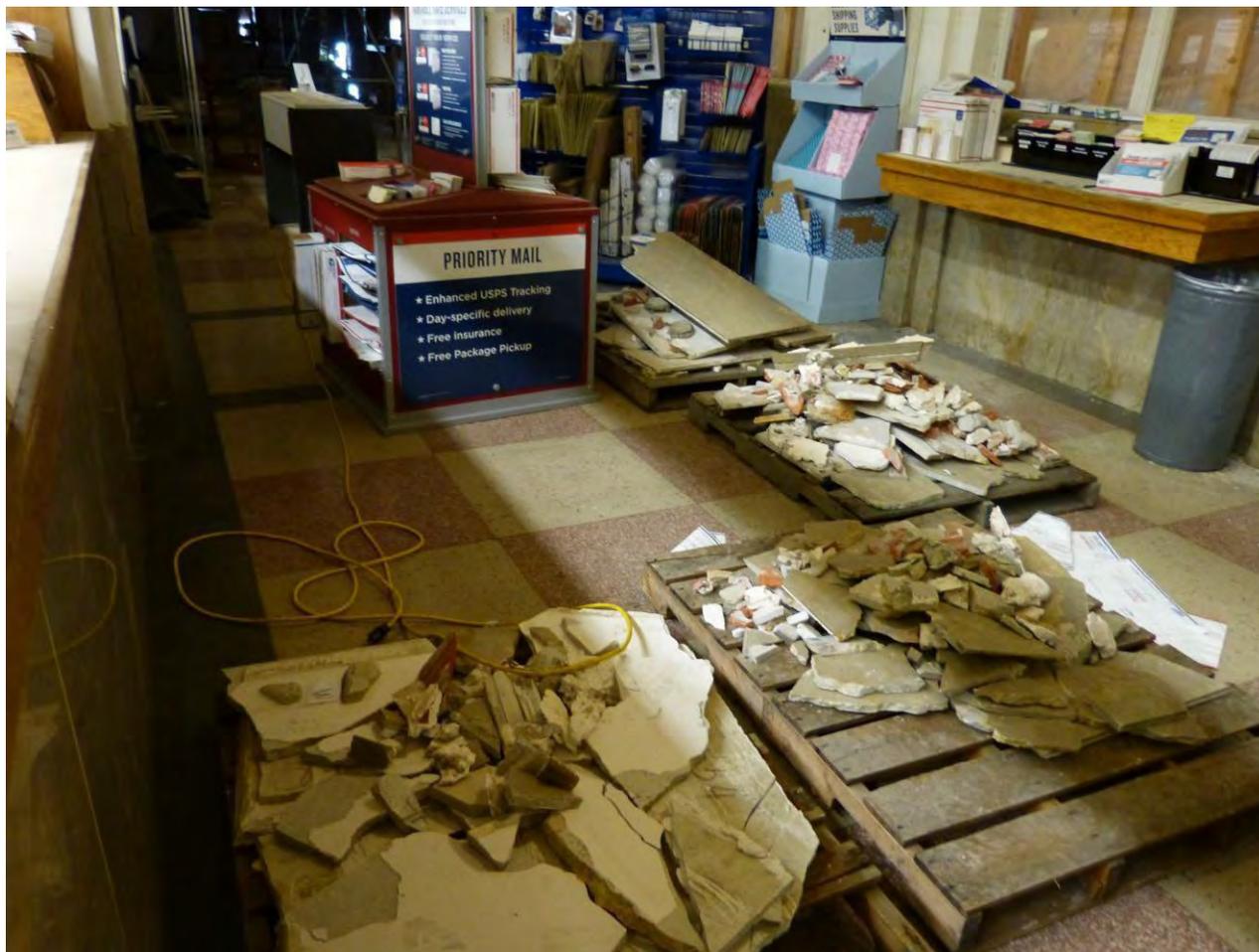
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Photograph #19

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Photograph #20

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Photograph #22

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Photograph #23

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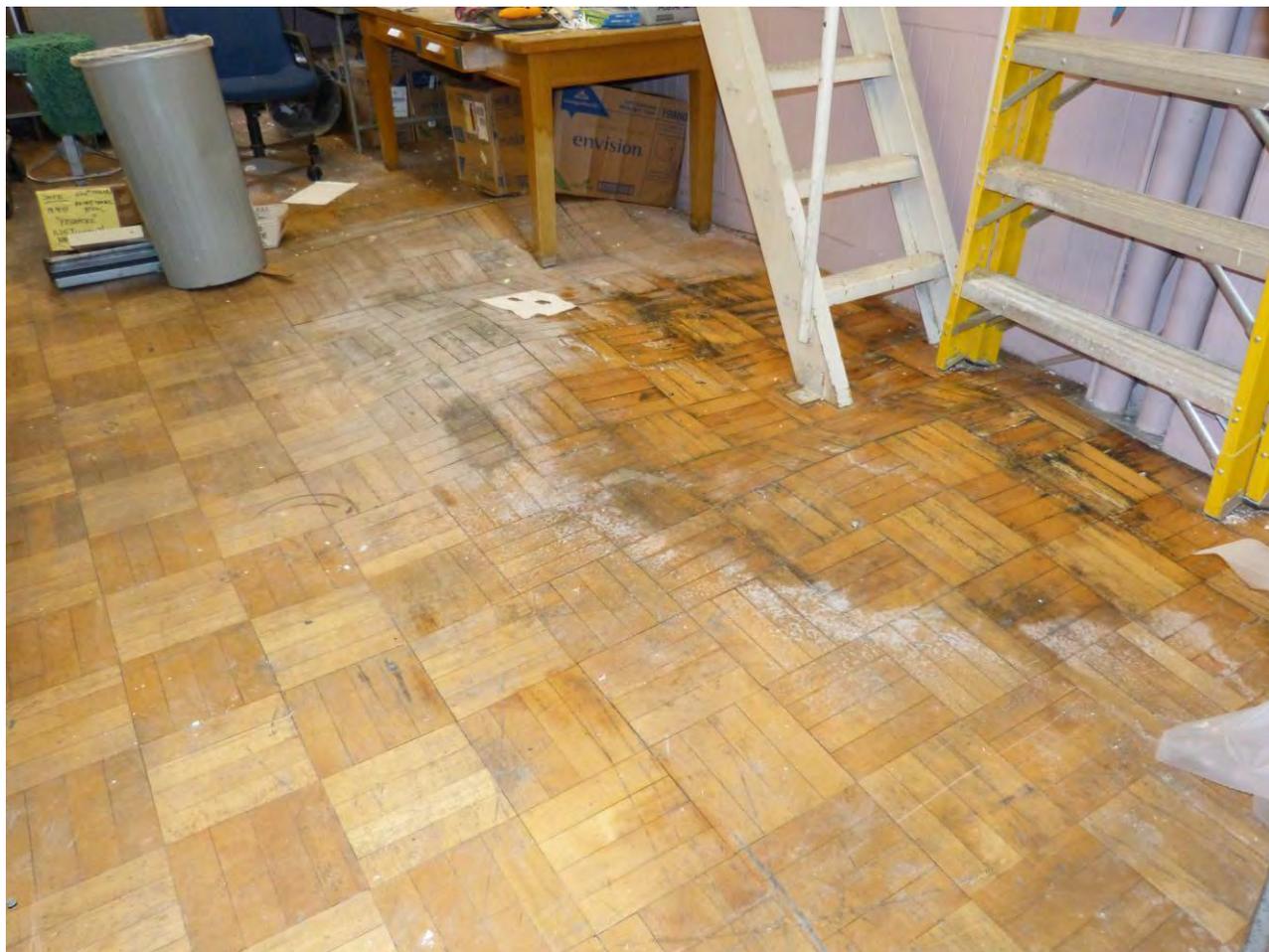
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Photograph #26