

September 9, 2015

Julianne Polanco
State Historic Preservation Officer (SHPO)
Office of Historic Preservation
California State Department of Parks and Recreation
1725 23rd Street
Sacramento, CA 95816

Re: Section (§) 106 Consultation
Napa Franklin Station
1351 Second Street
Napa, Napa County, CA 94559-9991 (the "Property")
National Register Information System # 85000133

Dear Ms. Polanco:

Thank you for your July 16, 2015, letter providing your comments on the United States Postal Service's (USPS) adverse effect finding. In response to the USPS initial consultation letter, the USPS received comments from other consulting parties and the public, which are summarized and attached hereto as Exhibit A. The USPS has reviewed and considered all opinions received, and is consulting further to resolve the adverse effect of the undertaking. The USPS is exploring, as a possible means of resolving the adverse effect, the sale of the Property.

Such a sale in and of itself is the type of activity that has the potential to cause effects on historic properties. The USPS has determined that the historic properties which may be affected include the Property, which is listed on the NRHP and is in the direct Area of Potential Effects, and two additional NRHP-eligible properties identified in the indirect APE.

36 CFR 800.5(a) (2) (vii) provides "the transfer, lease, or sale of property out of federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance" as an example of an adverse effect. If the USPS were to sell the property as part of its mitigation, the USPS would impose a preservation covenant upon the Property at the closing of any possible sale.

A draft preservation covenant is attached hereto as Exhibit B. The preservation covenant requires the review and approval of rehabilitation, alteration, or modification plans to the Property by the covenant enforcer to ensure consistency with 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 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. The preservation covenant would be recorded with the deed at the time of property transfer. Thus, assuming that the sale occurs subject to such a covenant, the USPS would propose that such a sale would not have an adverse effect on any historic properties and is acceptable as mitigation of the adverse effect of the previously identified undertaking.

The USPS is actively seeking a preservation covenant enforcer for this property. We would appreciate any suggestions for a covenant enforcer that you may propose.

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

Thank you for your assistance in this matter. Should you have any comments on the undertaking please contact Julia Mates, Tetra Tech, (510) 302-6300, by email at 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 (#70150640000340848761)
City of Napa Planning Department (#70150640000340848785)
City of Napa (#70150640000340848792)
Napa County Landmarks (#70150640000340848808)
National Trust for Historic Preservation (#70150640000340848815)
Local Manager, Napa Post Office, for public posting

EXHIBIT A

SUMMARY OF VIEWS PROVIDED BY CONSULTING PARTIES AND THE PUBLIC

City of Napa ("City") The City expressed its concern regarding the proposed demolition of the Property and requested additional documentation supporting the demolition as the appropriate undertaking, and the views of the public and consulting parties.

USPS Response: The USPS is working with the City to provide the City with additional information.

National Trust for Historic Preservation (NTHP) The NTHP suggested the USPS did not provide sufficient information upon which to make an informed response in its initial consultation letter of June 26, 2015. The NTHP requested (1) the USPS provide a consultation schedule indicating when consulting parties will be invited to provide comment and (2) provide data supporting the USPS's decision to propose demolition as the undertaking. The NTHP also urged the USPS to consider alternatives to the proposed undertaking.

USPS Response: The USPS has received comments from the consulting parties and has considered them. In response to the NTHP's urging that the USPS evaluate alternatives to the undertaking, the USPS is offering as mitigation the sale of the property with a preservation covenant.

The NTHP also sponsored a petition drive to urge the USPS to engage with the community and consider alternatives to the proposed undertaking.

USPS Response: See above.

California State Historic Preservation Officer (SHPO) The SHPO requested information to support USPS's decision to demolish the Property; recommended a public meeting be held as part of the USPS's plan to involve the public; and stated no further comment would be provided until USPS completed consideration of written responses to consultation.

USPS Response: The USPS hired a reputable California engineering firm to analyze the cost of restoration and has provided general cost information to the public through the news media. The USPS has considered the written responses to the initial consultation letter.

Public Members of the public, which include individuals and organized groups, most frequently requested the USPS not demolish the Property. Some members of the public stated the USPS should sell the building for reuse. A small number requested the USPS provide additional documentation supporting its decision to demolish the Property. Two members of the public requested a public meeting. One member of the public requested the preservation of individual items that contribute to the Property's historic significance.

USPS Response: The USPS is offering as mitigation the sale of the property with a preservation covenant. The USPS hired a reputable California engineering firm to analyze the cost of restoration and has provided general cost information to the public through the news media. The determination of the individual items that contribute to the Property's historic significance will be considered as part of the consultation with respect to the mitigation.

EXHIBIT B
DRAFT PRESERVATION COVENANT

PRESERVATION COVENANT

In consideration of the conveyance by the attached Deed dated _____ from the United States Postal Service (the "Grantor") to _____ [buyer] (the "Grantee") of certain real property located at 1351 Second Street in the City of Napa, State of California, as such property is more particularly described in the legal description attached to this Deed as Exhibit _____, which legal description is also attached to this Preservation Covenant and incorporated herein (the "Property"), the Grantee on behalf of itself, its successors and assigns hereby agrees with and covenants to the _____, a _____ having an office at _____ ("Covenant Holder") as follows:

- (1) Grantee shall at all times to preserve, rehabilitate and/or restore the significant historic features of this property consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68) 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.
- (2) The Covenant Holder, which has the willingness, expertise and financial resources to monitor and enforce these preservation conditions, and will use qualified personnel 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.
- (3) No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken that would affect the significant historic features of this Property without consultation with, and the express permission of, the Covenant Holder or a fully authorized representative thereof.
 - a. The significant historic exterior features of the Property specified in the 1985 nomination are the following:
 - 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
 - Windows on the main façade
 - b. The significant historic interior features of the Property specified in the 1985 nomination are the following located in the lobby:
 - 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
- (4) Authorized representatives of the 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.
- (5) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Covenant Holder and any resident of the City of Napa having an interest in the historic features of the Property may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of the significant historic features of the Property.
- (6) This covenant is binding on the Grantee, its heirs, successors and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the Property or any part thereof.
- (7) 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.
- (8) This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land.
- (9) 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.
- (10) 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 the Grantee proposes an emergency action as an essential and immediate response to a disaster, emergency or other immediate threat to life or property, the Grantee shall notify the Covenant Holder of such actions as reasonably feasible.
- (11) If the Grantee or Covenant Holder determines that the terms of this Protective 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 or to extinguish the Protective Covenant provided that thirty (30) calendar days prior notice is given 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 the Covenant Holder is filed in the appropriate land records against title to the Property.

- (12) 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.
- (13) This Preservation Covenant shall take effect at the time and date that the Property is conveyed by the Grantor to the Grantee no matter when executed.
- (14) This Preservation Covenant is not subject to expiration under any Marketable Title Act or similar law. The Covenant Holder may re-record this Preservation Covenant, at the Covenant Holder's expense, from time to time to perpetuate the 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.

DRAFT

In Witness Whereof, the Grantee and the 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: -----

State of _____)

) ss.

County _____)

On the ____ day of _____ in the year 2015 before me, the undersigned, personally

appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies) as _____ of Grantee, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Subscribed to and sworn before me this _____ day of _____(month), _____(year),

_____ (signature of notary) (seal of notary)

COVENANT HOLDER:

By: _____

Printed Name: _____

Its: _____

_____)

) ss.

County of _____)

On the ____ day of _____ in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies) as _____ of Covenant Holder, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Subscribed to and sworn before me this _____ day of _____(month),
_____(year),

_____(signature of notary) (seal of notary)