



September 30, 2015

VIA PRIORITY MAIL EXPRESS™ AND EMAIL

Jill Techel, Mayor  
City of Napa  
P.O. Box 660  
Napa, CA 94559-0660

Re: Section (§) 106 Consultation  
Napa Franklin Station  
1351 Second Street  
Napa, Napa County, CA 94559-9991 (the "Property")  
City File HP-15

Dear Mayor Techel:

Thank you for your July 13, 2015, letter providing your comments on the United States Postal Service's (USPS) adverse effect finding. In response to the USPS' review and consideration of the comments of all consulting parties and the public, the USPS is exploring, as a possible means of resolving the adverse effect, the sale of the Property subject to a preservation covenant. The USPS hereby requests that the City of Napa agree to hold and enforce the preservation covenant.

A revised draft preservation covenant is attached hereto for your review and consideration. The preservation covenant requires the return of the Property to as good or better than pre-earthquake condition, with construction to begin not later than eighteen (18) months after transfer from the USPS. It 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. It also requires compliance with all applicable state, county and local laws, rules, regulations and ordinances.

Please let the USPS know whether the City of Napa will agree to take all necessary steps to hold and enforce the covenant by returning a signed copy of this letter not later than October 19, 2015 to Ms. Julia Mates. She may be reached by letter at Tetra Tech, 1999 Harrison Street, Suite 500, Oakland, CA 94612, by phone at (510) 302-6300, or by email at [julia.mates@tetrattech.com](mailto:julia.mates@tetrattech.com).

Thank you for your consideration of this matter.

Sincerely,



Daniel Delahaye  
Federal Preservation Officer  
USPS

enc: as stated

cc (w/enc.): CA State Historic Preservation Officer (#70150640000340848822)  
Advisory Council on Historic Preservation (#70150640000340848839)  
City of Napa Planning (#70150640000340848846)  
City of Napa Community Development (#70150640000340848853)  
Napa County Landmarks (#70150640000340848860)  
National Trust for Historic Preservation (#70150640000340848877)  
Local Manager, Napa Post Office, for public posting

I, the authorized representative of the City of Napa, hereby agree that the City of Napa will take all steps necessary to hold and enforce a preservation covenant to be recorded against the property located at 1351 2<sup>nd</sup> Street in Napa, California.

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

Date: \_\_\_\_\_

Title: Mayor

## 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 initiate construction to return the property to as good or better than pre-earthquake condition within eighteen (18) months after transfer from Grantor.
- (2) Grantee shall at all times 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.
- (3) 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.
- (4) 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 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 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
- (5) 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.
- (6) 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.
- (7) 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.
- (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 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.
- (12) 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.

- (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 the Grantor to the Grantee no matter when executed.
- (15) 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.
- (16) The requirements of this Preservation Covenant are not in substitution for any requirements of state, county and local laws, rules, ordinances and regulations, all of which may affect the Property and/or the owner thereof from time to time.

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)