MEMO

TO: CHAIR PAINTER, MEMBERS OF THE PLANNING COMMISSION
FROM: MICHAEL ALLEN, SENIOR PLANNER
DATE: JUNE 6, 2019
SUBJECT: ITEM 7.B – FRANKLIN STATION HOTEL PRELIMINARY REVIEW (PL19-0065) LATE COMMUNICATION

Attached is a letter received from the Napa County Landmarks including the Preservation Covenant governing the Developers obligations with regard to the historic resource (Franklin Station Post Office).
May 30, 2019

City of Napa, Planning Commission
1600 First St
Napa, CA 94559

RE: Franklin Station Project

Napa County Landmarks (NCL) is a California non-profit corporation located in Napa, CA and the holder of the attached Preservation Covenant (Covenant) for the Franklin Station Building located at 1351 Second Street, Napa.

Please be advised this Covenant was established in consideration of the conveyance by Quitclaim Deed from the USPS (Grantor) to William R and Dorothy C Keller, as Trustees of the Bill and Dottie Keller Revocable Trust dated October 10, 2000 (Grantee) of the real property located at 1351 Second St in Napa (Property).

As holders of the Covenant, NCL has certain legal responsibilities, including but limited to:

A. Jointly work with the Grantee in order to preserve, maintain, rehab and/or restore the significant Historic Character Defining Features of the Property, consistent with the Secretary of the Interior’s Standards for Rehabilitation. (Ref Para 2 of Covenant)

B. Effect oversight to provide consistent application of the Secretary of the Interior’s Standards and Guidelines as its enforcement entity. (Ref Para 3 of Covenant)

C. Effect that no construction, alteration, or rehabilitation be undertaken or permitted to be undertaken that would affect the significant Historic Character Defining Features of the exterior of the Property without consultation with and the express permission of the Covenant Holder (NCL). (Ref Para 4 of Covenant)

We submit this letter to express our concerns that as of this date, NCL has not been included as a participant, consultant or reviewer of any drafts of plans which have been presented to the City of Napa.

We believe that the current concept plan shows a new structure which covers too much of the sides, obscuring the geometry and massing of the existing building, and the relationship to the existing site. NCL does not believe that this latest proposal conforms to the Secretary of the Interior’s Standards and the intent of the protective covenant. NCL recommends further redesign.

NCL is eager and ready to provide support to the Grantee and any of their design representative in order to achieve a viable and compliant project which will benefit the citizens and City of Napa.

Sincerely,

Ernest Schlobohm
President of Napa County Landmarks, Inc
PRESERVATION COVENANT

In consideration of the conveyance by Quitclaim Deed from the United States Postal Service (the “Grantor”) to William R. Keller and Dorothy C. Keller, as Trustees of the Bill and Dottie Keller Revocable Trust dated October 10, 2000 (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 to the City of Napa for approval of a Design Review permit (and other approvals as Grantee deems necessary) (“City Approvals”) for the rehabilitation of the Property to as good or better than its condition prior to the earthquake damage that occurred on August 24, 2014, consistent with Secretary of the Interior’s Standards for the Treatment of Historic Properties (36 CFR Part 68) (the “Standards”), within nine (9) months after transfer of title to the Property to Grantee from Grantor. Grantee shall apply for buildings permits from the City of Napa for the Property consistent with the City Approvals within nine (9) months of receiving the City Approvals. Grantee shall initiate construction, defined, at a minimum, as a call for inspection, to return the Property to a condition consistent with the City Approvals, within a period of six (6) months after the City of Napa issues a building permit for the Property consistent with the City Approvals. 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 character defining features of the Property specified in paragraph 4 (the “significant Historic Character Defining Features”) consistent with the Standards, 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 significant Historic Character Defining Features of the Property. The Grantee and Covenant Holder understand and recognize that in order to preserve, maintain, rehabilitate and/or restore the significant Historic Character Defining Features of the Property, Grantee will develop an adaptive reuse of the Property which will include alterations and additions to Property, including but not limited to side, rear and rooftop additions as allowed by the City Approvals and consistent with the Standards for Rehabilitation.
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 Standards 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 Character Defining 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 interior and exterior significant historic Character Defining Features of the Property, reference is made to Exhibit A, which is the 2015 NRHP nomination amendment #85000133 that documents the significant Historic Character Defining Features of the exterior and interior of the Property and its site.

a. The significant Historic Character Defining 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

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

- Decorative 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

5. Authorized representatives of Covenant Holder shall be permitted at all reasonable times to inspect the Property in order to ascertain if the conditions specified in paragraphs 2 and 4 are being met. The entity requesting the inspection shall provide reasonable 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 Character Defining 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 preservation of the significant Historic Character Defining 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. 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.

[signature pages follow]
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  

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 FEBRUARY 23, 2017 before me, RUTH APPLEBY NOTARY PUBLIC,  
Date  

Here Insert Name and Title of the Officer  

personally appeared ERNEST SCHLOBHIM  
Name(s) of Signer(s)  

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.  

WITNESS my hand and official seal.  

Signature  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL  

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document  
Title or Type of Document: \textit{Evaluation Document}  
Document Date: 2-23-17  Number of Pages: 6  
Signer(s) Other Than Named Above: WILLIAM KELLER, NORTHERN KELLER, COURTNEY

Capacity(ies) Claimed by Signer(s)  
Signer’s Name:  
\checkmark Corporate Officer — Title(s): \textit{PRESIDENT}  
\hfill \checkmark Corporate Officer — Title(s):  
\square Partner — \square Limited \square General  
\hfill \square Partner — \square Limited \square General  
\square Individual \square Attorney in Fact  
\hfill \square Individual \square Attorney in Fact  
\square Trustee \square Guardian or Conservator  
\hfill \square Trustee \square Guardian or Conservator  
\square Other:  
\hfill \square Other:  
Signer Is Representing:  
\hfill Signer Is Representing:

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GRANTEE:

William R. Keller, as Trustee of the Bill and Dottie Keller Revocable Trust dated October 10, 2000

Dorothy C. Keller, as Trustees of the Bill and Dottie Keller Revocable Trust dated October 10, 2000

(Date) 3-1-17
COVENANT HOLDER:

NAPA COUNTY LANDMARKS, INC.  (Date)  FEB 23 2017

By:  

Printed Name: ERNEST J. HENRY

Its: BOARD PRESIDENT