

Facilities Headquarters



February 28, 2012

Mr. Tristan Tozer, State Historian
California State Parks
Office of Historic Preservation
1725 23rd Street, Suite 100
Sacramento, CA 95816-0001

Re: Request for Section 106 Consultation
United States Postal Service
Venice Main Post Office
1601 Main Street
Venice, CA 90291-9998

Dear Mr. Tozer:

The United States Postal Service (USPS) is currently performing due diligence to evaluate the transfer of the referenced property out of federal ownership. As part of this due diligence, the USPS is initiating the Section 106 process per Title 36 Code of Federal Regulations (CFR) Section 800.3.

Undertaking

Pursuant to §800.3(a), the USPS has determined that the referenced property is excess property no longer required for USPS ownership. The property is rectangular in shape and approximately 0.70 acres in size. It was built in 1940 as the City of Venice Main Post Office. According to the Los Angeles County Assessor's Office website, the subject property is comprised of one parcel of land with a parcel identification number of 4238-014-99. The subject property is improved with one building with an area of approximately 24,000 square feet.

Identification of Historic Properties Affected

To meet additional requirements of §800.4, the USPS conducted a file search on the property, which included the National Register of Historic Places (NRHP) and the California State Historic Preservation Office (SHPO) files. The results of the records search are provided below.

Determination of Eligibility

The structure was built in 1939 by the Works Project Administration. The building also contains a mural by Edward Biberman titled *Story of Venice* installed August 11, 1941. The mural will remain the property of the United States Postal Service and placed on loan with the new property owner.

Determination of Effect

Although a buyer of the property has not been identified, it is anticipated that the sale of the building will have an adverse effect on the historic resource. Pursuant to 36 CFR 800.5(a)(2)(vii), 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*" may result in an adverse effect.

Traditionally, the USPS has mitigated adverse effects for similar undertakings with historic preservation covenants that would require the buyer to maintain the property in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 68; NPS 1992). This would therefore result in a "conditional" no adverse effect for the undertaking per 36 CFR 800.5(b) as the USPS "may propose a finding of no adverse effect when...the undertaking is modified or conditions are imposed...to avoid adverse effects." The USPS would like to discuss the proposed covenant in order to complete the consultation and transfer the building out of Federal ownership. The USPS requests your concurrence with this finding.

Consulting Parties

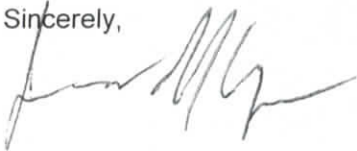
As per 36 CFR 800.2(a)(4), USPS has identified additional consulting parties who may wish to participate in the consultation discussions concerning the Venice Main Post Office. The identified consulting parties are:

- California SHPO;
- City of Los Angeles;
- Venice Stakeholders Association.

USPS will notify these organizations and invite them to take part in this consultation and shall also inform the Advisory Council on Historic Preservation (ACHP) of the proposed undertaking.

Thank you for your assistance in this matter. I can be reached by telephone at (202) 628-4471, or by eMail at james.w.coyne@usps.gov.

Sincerely,



James W. Coyne
Real Estate Specialist

cc: Dallan C Wordekemper, FPO

Consulting Parties

Dist: Venice Stakeholders Association
Mr. Mark Ryavec, President
453 Rialto Avenue
Venice, CA 90291

Mayor Antonio Villaraigosa, City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012

Councilman Bill Rosendahl, City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012

DRAFT

PRESERVATION COVENANT LANGUAGE

In consideration of the conveyance of certain real property, _____ in the city of _____, of the County _____, State of California and legally defined as in the attached survey.

- (1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all time to restore, maintain and preserve this property in accordance with the recommended approaches of the “Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” (National Park Service, 1989) in order to preserve those qualities that make this property eligible for listing on the National Register of Historic Places.
- (2) No Construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken that would affect the historic features of the property without consultation with and the express permission of the California Historic Preservation Agency (MI SHPO) or a fully authorized representative thereof; provided, however, in the event a written request is not approved by SHPO within 30 days after written submission, such construction, alteration or rehabilitation may be undertaken in accordance with the recommended approaches of the “Secretary of the Interior’s Standards for the Treatment of Historic Properties and Guidelines for Rehabilitating Historic Buildings” (National Park Service, 1992; 1995).
- (3) The CA SHPO shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being met.
- (4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the CA SHPO may, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the property.
- (5) 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.
- (6) The failure of the CA SHPO 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.
- (7) This covenant shall be a binding servitude upon the property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.
- (8) The CA SHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors or assigns.