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14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 CITY OF BERKELEY; MAYOR AND
18 MEMBERS OF THE CITY COUNCIL
19 OF THE CITY OF BERKELEY,
20 Plaintiffs,

21 v.

22 UNITED STATES POSTAL SERVICE;
PATRICK R. DONOHOE AS POSTMASTER
23 GENERAL OF THE UNITED STATES
POSTAL SERVICE; TOM A. SAMRA,
24 VICE PRESIDENT-FACILITIES
OF THE UNITED STATES POSTAL
25 SERVICE; DIANA ALVARADO,
26 DIRECTOR, REAL ESTATE, USPS PACIFIC
REGION,
27 Defendants.

) Case No.: 3:14-cv-04916-WHA
)
) DECLARATION OF JOSEPH D. LOWE IN
) SUPPORT OF FEDERAL DEFENDANTS'
) SUPPLEMENTAL BRIEF

) Date: Thursday, December 11, 2014
) Time: 8:00 am
) Judge: Hon. William Alsup

Declaration of Joseph D. Lowe

JOSEPH D. LOWE, pursuant to the provisions of 28 U.S.C. § 1746, declares as follows:

1. I am Joseph D. Lowe, Facilities Real Estate Specialist with the Facilities Department of the United States Postal Service (Postal Service). I have held this position for six (6) years. My duties and responsibilities in this position are to manage acquisition, disposal, and leasing projects across the country. I also have contracting officer responsibilities.

2. In my position, I manage the project to sell the Postal Service's property at 2000 Allston Way, known as the Berkeley Main Post Office (MPO), Berkeley, CA (Berkeley MPO).

3. After entering into an "Agreement to Sell and Purchase" (the "Agreement") the Berkeley Main Post Office with Hudson McDonald LLC ("Buyer"), I was designated as the Postal Service's point of contact and I have received notices, from the Buyer, under the Agreement.

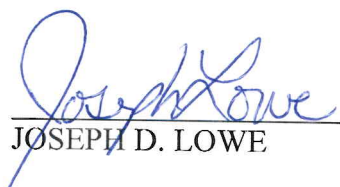
4. On December 3, 2014, I received a letter from Buyer, dated December 1, 2014, terminating the Agreement. A true and correct copy of the December 1, 2014 letter from the Buyer is attached as Exhibit

A.

5. As a result of the Buyer's termination, the Postal Service will not be closing on the sale that is subject to the lawsuit in *City of Berkeley, et al. v. U.S. Postal Serv.*, Civ. No. 3:14-cv-04916 (filed Nov. 5, 2014).

I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 4, 2014



JOSEPH D. LOWE