

**DRAFT**



Temporary **Lease**

BRONX GPO - TEMPORARY SPACE (350929-901)  
558 Grand Concourse, BRONX, NY 10451-9998



Facility Name/Location  
BRONX GPO - TEMPORARY SPACE (350929-901)  
558 Grand Concourse, BRONX, NY 10451-9998

County:Bronx  
Lease:Q90000428999

This Lease made and entered into by and between TBD hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a brick/block building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET
Gross Total USPS Leased SF	170,560

The USPS is leasingback the entire Property for a term of twelve (12) months to allow time for the USPS to prepare its new space (whether that be a reconfigured space within the bilding or a relocation).

**Total Site Area:** 54,879.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:  
FIXED TERM: ~~The term becomes effective July 01, 2014 with an expiration date of June 30, 2015, for a total of 1 Year.~~  
SEE ADDENDUM ITEM #8

3. RENTAL: ~~The Postal Service will pay the Landlord an annual rental of: \$0.00 (Zero and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.~~  
SEE ADDENDUM ITEM #9

Rent checks shall be payable to:

4. RENEWAL OPTIONS: ~~None~~ SEE ADDENDUM ITEM #8

5. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

~~Utilities Services & Equipment Rider~~, Reimbursement of Paid Taxes Rider. Mortgagee's Agreement

SEE ADDENDUM ITEM #10

6. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 30 days written notice to the Landlord.

SEE ADDENDUM ITEM #11

7. LEGAL DESCRIPTION:

SEE EXHIBIT A

Facility Name/Location  
BRONX GPO - TEMPORARY SPACE (350929-901)  
558 Grand Concourse, BRONX, NY 10451-9998

County: Bronx  
Lease: Q90000428999

This Addendum is annexed to and made a part of that certain Lease between the United States Postal Service and \_\_\_\_\_ (the "Lease"). Terms used in this Addendum and not defined herein have the meaning given to them in the Lease, or in the Agreement of Purchase and Sale ("the "Agreement"), dated \_\_\_\_\_, 2014. If there is any conflict or ambiguity between any terms of the Lease, Agreement or Addendum, the terms of this Addendum shall control.

(8) Page 1, Paragraph 2 of the Lease is amended as follows:

This is a twelve (12) month lease term (the "Term") effective at the time of Closing of the sale of the Property to Landlord pursuant to that certain Agreement of Purchase and Sale between the United States Postal Service and \_\_\_\_\_, which Term is to allow time for the Postal Service to prepare its new space (whether that be a reconfigured space within the building or a relocation, the "New Space").

Should the New Space not be ready for occupancy at the end of the Term, the Postal Service shall have the right to extend the term for a period of three (3) calendar months provided written notice of such extension is received by the Landlord on or before the first (1st) day of the eleventh (11th) calendar month of the Term of this Lease. Notwithstanding any provision herein to the contrary, the Postal Service may terminate this Lease at any time with thirty (30) days prior written notice to the Landlord.

(9) Page 1, Paragraph 3 of the Lease is amended as follows:

The Postal Service will pay one dollar (\$1.00) in rent for the Temporary Lease.

(10) Page 2, Paragraph 5 of the Lease is amended by the addition of the following:

The Postal Service is responsible for the following: utility expenses and operating costs; real estate taxes per the attached Tax Rider - Reimbursement of Paid Taxes; maintaining the Property in its "AS IS" condition as of the Closing Date, ordinary wear and tear excepted. The Postal Service accepts the Property in its "AS IS" and "WHERE IS" condition and agrees that the Landlord shall have no obligation to undertake any repairs, renovations, improvements or remediation fo conditions existing prior to the commencement of this Lease, or replacements of all or any part of the Property.

There is no Maintenance Rider with this Lease. The Postal Service shall be responsible for the maintenance of the Property and such maintenance shall be at the sole discretion of the Postal Service as to what repairs/maintenance are necessary and the extent of any such repairs/maintenance.

(11) Page 2, Paragraph 6 of the Lease is deleted in its entirety and replaced with the following:

The Postal Service shall have the right to terminate this Lease at any time with thirty (30) days prior written notice to the Landlord.

(12) Page 1, Paragraph 4c of the General Conditions to USPS Lease is deleted in its entirety and replaced with the following:

Notwithstanding any provision herein to the contrary, the Postal Service may not assign or sublet any part of the Property.

(13) Page 1, Paragraph 6 of the General Conditions to USPS Lease is deleted in its entirety.

Facility Name/Location  
BRONX GPO - TEMPORARY SPACE (350929-901)  
558 Grand Concourse, BRONX, NY 10451-9998

County: Bronx  
Lease: Q90000428999

(14) Page 1, Paragraph 7.a. and Paragraph 7.b. of the General Conditions to USPS Lease are deleted in their entirety and replaced with the following:

If Landlord provides written notice within thirty (30) days of the expiration or termination of this Lease, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost of such restoration. The Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease. At the end of the Term the Postal Service shall remove all of its equipment, furniture, and trade fixtures, unless agreed upon otherwise in writing, and leave the Property in "broom clean" condition, excepting the following: reasonable and ordinary wear and tear, and damages by the elements or by circumstances over which the Postal Service has no control.

Any damage to the Property, beyond ordinary wear and tear or any damage to any portion of the Property protected or preserved by the Protective Covenants attached hereto as Exhibit B, caused by the Postal Service after the Closing date will be repaired, or replaced as necessary, by the Postal Service to its original condition immediately prior to such damage.

(15) Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured". Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. Section 409(c), with specific provisions being set forth at 28 U.S.C. Sections 1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. Section 1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. Sections 8801 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the demised premises in accordance with the terms of this Lease to a non-governmental entity, Landlord may impose its standard insurance requirements on the assignee and/or subtenant.



# General Conditions to USPS Lease

## 1. CHOICE OF LAW

This Lease shall be governed by federal law.

## 2. RECORDING

Not Required

## 3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

## 4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

~~c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.~~ **SEE ADDENDUM ITEM #12**

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

## 5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

## 6. SUBLEASE

~~The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.~~ **SEE ADDENDUM ITEM #13**

## 7. RESTORATION AND ALTERATIONS

~~a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.~~

~~b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.~~

**SEE ADDENDUM ITEM #14**

**8. CLAIMS AND DISPUTES**

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
  1. the date the contracting officer receives the claim (properly certified if required); or
  2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

**9. HAZARDOUS/TOXIC CONDITIONS CLAUSE**

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

## 10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

## 11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at [www.usps.com/publications](http://www.usps.com/publications).

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)<sup>1</sup>

Clause 9-7, *Equal Opportunity* (March 2006)<sup>2</sup>

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)<sup>3</sup>

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)<sup>4</sup>

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.





DRAFT

Tax Rider  
Reimbursement of Paid Taxes

Facility Name/Location

BRONX GPO - TEMPORARY SPACE (350929-901)  
558 Grand Concourse, BRONX, NY 10451-9998

County: Bronx

Lease: Q90000428999

Assessor's Parcel Number: Block 2443 Lot 400

a. Definitions

Ad Valorem means according to the value of the property.

Property Tax Rate is an amount expressed as dollars and cents per \$100.00 or per \$1,000.00 of assessed value or as mills per \$1.00 of assessed value as set by authorities for tax jurisdictions.

Real Property Taxes, as used in this clause, shall mean those taxes, including Ad Valorem taxes, special assessments, fees and charges, that are assessed against any or all taxable real property appearing on the assessment roll or list in a taxing authority's jurisdiction and that are identified by a taxing authority for the support of government activities within its jurisdiction, whether such activities are general or specific. Real Property Taxes also include administrative charges or fees imposed by a taxing authority for the support of its tax assessment and collection activities.

- b. The Landlord agrees to pay all taxes of any kind, including Real Property Taxes, and charges and fees of every kind and nature levied on the demised premises.
- c. The Postal Service will reimburse Landlord for paid Real Property Taxes, as defined above, only under the following terms:
1. Landlord may submit not more than one request for reimbursement in any calendar year, irrespective of the number of taxing authorities included; and reimbursement will be made **not more than one time annually by the Postal Service**.
  2. No reimbursement will be made for fines, penalties, interest or costs imposed for late payment.
  3. Reimbursement will be made only for paid taxes, less the maximum discount allowed by the taxing authority for prompt or early payment, regardless of whether Landlord actually received any such discount.
  4. Reimbursement will be made only for taxes levied for periods of time within the term of this Lease.
  5. In order to qualify for reimbursement, the tax bill as issued by the taxing authority must pertain only to the demised premises, and to no other real property.
  6. **Landlord must provide copies of the front and back of the complete tax bill issued by the taxing authority**, along with satisfactory proof of payment. Satisfactory proof of payment shall be (i) a receipt for payment shown on the face of the tax bill, (ii) a copy of the front and back of the canceled payment check, (iii) a statement from a lender verifying payment of the tax, or (iv) other documentation satisfactory to the Postal Service.
  7. Incomplete or improper requests for reimbursement will be returned to Landlord without payment.
  8. **Landlord agrees to submit a request for reimbursement of taxes within 18 months after the close of the tax year. In the event Landlord fails to submit its request for reimbursement within that time period, the USPS is not required to reimburse paid taxes.**
- d. The Landlord must promptly furnish to the Postal Service copies of all notices that may affect the valuation of the demised premises for Real Property Tax purposes or that may affect the levy or assessment of Real Property Taxes thereon. If Landlord does not timely furnish such notices relating to valuation changes or the levy or assessment of taxes or fails to meet any legal prerequisite for appeal and the Postal Service loses the right to contest the validity or the amount of the taxes, then the Postal Service shall be responsible to reimburse Landlord for only 75% of the reimbursable taxes due for the year involved.

All notices required under this paragraph must be delivered or mailed, using certified mail with a return receipt or other verified method of delivery, within ten (10) days from the receipt thereof by the Landlord to:

CONTRACTING OFFICER

or to such other office as the Postal Service may later direct in writing.

- e. The Postal Service may contest the validity of any valuation for Real Property Tax purposes or of any levy or assessment of any Real Property Taxes by appropriate proceedings either in the name of the Postal Service or of the Landlord or in the names of both. Notwithstanding any contest of valuation, levy, assessment, or Property Tax Rate, Landlord must pay under protest the Real Property Taxes involved when requested to do so by the Postal Service. The Landlord, upon reasonable notice and request by the Postal Service, must join in any proceedings, must cooperate with the Postal Service, and must execute and file any documents or pleadings as the Postal Service may require for such proceeding, provided the Landlord is reasonably satisfied that the facts and data contained therein are accurate. Landlord will not be responsible for the payment of penalties, costs, or legal expenses in connection with any protest or appeal proceedings brought by the Postal Service, and the Postal Service will indemnify and save harmless the Landlord from any such penalties, costs, or expenses. Landlord hereby authorizes the Postal Service as its agent to represent its interest in any appeal or protest proceeding authorized under this paragraph.
- f. Landlord shall promptly notify the Postal Service of any appeal or other action it takes or initiates to adjust any valuation of the property, Property Tax Rate, or levy or assessment of Real Property Taxes. The Postal Service is entitled to any and all monies obtained through such actions or any other refunds or remissions of Real Property Taxes paid in any year subsequent to the commencement of the lease. If any such refunded or remitted monies are paid or delivered to Landlord, Landlord must immediately forward them to the Postal Service. If Landlord is informed that he is entitled to a refund or remission of monies paid as Real Property Taxes upon the submission of an application, Landlord will promptly make and file such application, and upon receipt of such refund or remission, immediately forward it to the Postal Service. The Postal Service reserves the right to offset refund and remission payments not so obtained or forwarded, against rental or other payments due the Landlord.
- g. The Postal Service is entitled to the benefits of all tax exemptions or abatements authorized by law or regulation that may be available with respect to the demised premises. Landlord shall take all necessary steps to obtain such exemptions or abatements. The Postal Service reserves the right to offset against rental or other payments due the Landlord the amount or value of any abatement or exemption that would have been available if Landlord had properly applied for it, and any amount for which the Postal Service is not to be responsible under paragraph (d), above.
- h. Nothing herein contained shall operate to waive or deprive the Postal Service of any rights, privileges or immunities it enjoys under law.



**DRAFT**

**Mortgagee's Agreement**  
(To be executed and attached to lease)

Facility Name/Location  
BRONX GPO - TEMPORARY SPACE (350929-901)  
558 Grand Concourse, BRONX, NY 10451-9998

County: Bronx  
Lease: Q90000428999

The undersigned, Holder(s) of a mortgage (or similar encumbrance, such as a Deed of Trust), in the sum of \_\_\_\_\_ on the property situated at: \_\_\_\_\_

hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to:

- a) foreclose said mortgage or similar encumbrance, the Mortgagee will cause the sale of said premises to be made subject to said lease; or,
- b) take any other action terminating the mortgage or transferring title, the Mortgagee will cause such action to be made subject to said lease.

**MORTGAGEE**

\_\_\_\_\_  
Name of Mortgage Company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature of Mortgagee's Officer

Its: \_\_\_\_\_  
Title of Mortgagee's Officer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and ZIP+4

Subscribed and Sworn to before me, a notary public, in and for \_\_\_\_\_ County, State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

CERTIFICATE OF TITLE ISSUED BY

# STEWART TITLE INSURANCE COMPANY

TITLE NO. TA#12(02)365

Certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy in favor of the proposed insured, covering premises described in Schedule A, in the amounts hereinafter set forth, insuring the fee and / or mortgage and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

This Certificate shall be null and void (1) if the fees therefor are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

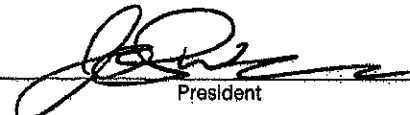
**STEWART TITLE**  
INSURANCE COMPANY

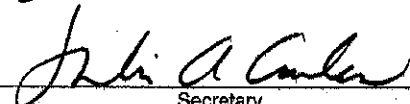


Countersigned by:

  
Deborah M. Voytovich, Esq.

Company: Title Associates  
Address: 825 Third Avenue, 30th Floor  
New York, New York 10022  
City, State: Tel: (212) 758-0050  
Agent No.:

  
President

  
Secretary

**FINAL**

TITLE NO. TA#12(02)365

STEWART TITLE INSURANCE COMPANY

SCHEDULE A

- I. Effective Date: September 15, 2012
- II. Policy or Policies to be issued:
- [X] ALTA (6-17-06) Owner's Policy
- in the amount of: \$TO BE DETERMINED
- Proposed Insured: TO BE DETERMINED
- [ ] ALTA (6-17-06) Loan Policy
- in the amount of: \$
- Proposed Insured:
- III. Premises (For Information Only):
- SECTION: 9
- BLOCK: 2443 (formerly Old Block 2347)
- LOT: 400 (formerly Old Lots 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54)
- ADDRESS: 558 Grand Concourse  
Bronx, New York
- IV. The estate or interest in the land described in and covered by this certificate is a fee simple estate and title thereto at the Effective Date hereof is vested in:
- SEE CERTIFICATION PAGE
- V. The land covered by this certificate is described on the following description sheet(s):

**FINAL**

TITLE NO. TA#12(02)365

CERTIFICATION - SCHEDULE A

Title at the Effective Date hereof is vested in:

The United States of America

Title acquired by:

(A) (i) As to Old Lots 54, 39 and 40:

Deed dated May 3, 1910, recorded May 26, 1910 in Liber 82 page 333 Section 9 made by Henry Lewis Morris and Anna Rutherford Morris.

(ii) As to Old Lot 41:

Deed dated April 7, 1913, recorded October 13, 1913 in Liber 96 page 224 Section 9 made by Eleanor M. Kelly.

(iii) As to Old Lot 42:

Deed dated April 25, 1913, recorded October 31, 1913 in Liber 95 page 242 Section 9 made by Mary Randall, as Sole Surviving Executors (sic) and Trustees under the Last Will and Testament of George H. Rockwood.

(iv) As to Old Lot 43:

(a) Deed dated April 8, 1913, recorded October 31, 1913 in Liber 95 page 240 Section 9 made by Edward C. Kelly and Emma S. Kelly, as Executors and Trustees under the Last Will and Testament of Adeline G. Kelly. Conveys a  $\frac{1}{2}$  interest.

(b) Deed dated April 11, 1913, recorded November 17, 1913 in Liber 96 page 246 Section 9 made by Edward C. Kelly. Conveys a  $\frac{1}{2}$  interest.

(v) As to Old Lot 44:

Deed dated July 17, 1914, recorded July 17, 1914 in Liber 99 page 214 Section 9 made by Fanny S. Norton.

(vi) As to Old Lots 45 and 46:

Deed dated April 3, 1913, recorded October 31, 1913 in Liber 96 page 225 Section 9 made by Charles Wiener and Anna C. Wiener, his wife.

(vii) As to Old Lot 47:

Deed April 3, 1913, recorded October 31, 1913 in Liber 95 page 239 Section 9 made by Anna C. Wiener.

TITLE NO. TA#12(02)365

CERTIFICATION - SCHEDULE A  
(CONTINUED)

(viii) As to Old Lots 48, 49, 50, 51, 52 and 53:

Deed dated March 21, 1913, recorded October 13, 1913 in  
Liber 95 page 244 Section 9 made by Richard G. Wiener and  
Fannie Wiener, his wife.

(B) In the matter of the Condemnation and Acquisition by the United  
States of America of land for a site for a United States Post  
Office in the Borough of Bronx, New York:

(i) Agreement made by the District Court of the United States of  
America for the Southern District of New York, dated  
November 21, 1912, recorded October 31, 1913 in Liber 95  
page 247 Section 9; and

(ii) Final Order made by the District Court of the United States  
for the Southern District of New York, dated October 29,  
1913, recorded October 31, 1913 in Liber 95 page 248 Section  
9.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A

AS TO OLD LOTS 54, 39 AND 40

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Spencer Place with the northerly side of 149<sup>th</sup> Street;

RUNNING THENCE westerly along said northerly side of 149<sup>th</sup> Street 196.20 feet to the corner formed by the intersection of the said northerly side of 149<sup>th</sup> Street with the easterly side of Mott Avenue;

THENCE northerly along said easterly side of Mott Avenue 29.81 feet;

THENCE easterly on a line at right angles with said side of Mott Avenue and for a portion of the distance through a party wall 95.73 feet;

THENCE northerly 50.20 feet to a point distant 94.87 feet easterly from the easterly side of Mott Avenue (measured at right angles to said Avenue);

THENCE westerly on a line drawn at right angles to the said easterly side of Mott Avenue 2.46 feet;

THENCE again northerly 199.72 feet to the southerly line of 150<sup>th</sup> Street at a point thereon distant 100.38 feet westerly measured along the same from the corner formed by the intersection of the said southerly side of 150<sup>th</sup> Street with the westerly side of Spencer Place;

THENCE easterly along the southerly side of 150<sup>th</sup> Street 100.38 feet to the corner last mentioned; and

THENCE southerly along the westerly side of Spencer Place 276.37 feet to the point or place of BEGINNING.

**NOTE:**

- (i) Spencer Place, now known as Anthony J. Griffin Place.
- (ii) Mott Avenue, now known as Grand Boulevard and Concourse.

**FINAL**



TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 41

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 50 feet north of the northwesterly corner of Mott Avenue and 149<sup>th</sup> Street, as said 149<sup>th</sup> Street formerly existed;

RUNNING THENCE easterly on a line at right angles to said side of Mott Avenue and for a portion of the distance through the centre of a party wall 105.73 feet;

THENCE northerly 16.67 feet;

THENCE westerly on a line at right angles to said side of Mott Avenue and for a portion of the distance through the centre of a party wall 105.44 feet to said easterly side of Mott Avenue; and

THENCE southerly along the same 16.67 feet to the point or place of BEGINNING.

EXCEPTING THEREFROM so much of said premises as was taken by the City of New York for the widening of Mott Avenue.

NOTE:

- (i) Mott Avenue, now known as Grant Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 42

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 63.16 feet northerly from the corner formed by the intersection of the said easterly side of Mott Avenue and the northerly side of East 149<sup>th</sup> Street, as said Avenue and Street are now legally opened;

RUNNING THENCE easterly on a line at right angles to said easterly side of Mott Avenue and part of the distance through a party wall 95.17 feet;

THENCE northerly 16.67 feet;

THENCE westerly on a line at right angles to said easterly side of Mott Avenue 94.88 feet to said easterly side of Mott Avenue; and

THENCE southerly along said easterly side of Mott Avenue 16.67 feet to the point or place of BEGINNING.

EXCEPT so much thereof has been taken by the City of New York for the opening and widening of Mott Avenue.

NOTE:

(i) Mott Avenue, now known as Grant Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 43

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 66.67 feet north of the northeasterly corner of Mott Avenue and 149<sup>th</sup> Street;

RUNNING THENCE easterly on a line at right angles to said side of Mott Avenue and for a portion of the distance through the centre of a party wall 105.44 feet;

THENCE northerly 16.67 feet;

THENCE westerly on a line at right angles to said side of Mott Avenue and for a portion of the distance through the centre of a party wall 105.16 feet to said side of Mott Avenue; and

THENCE southerly along the same 16.67 feet to the point or place of BEGINNING.

EXCEPT so much of the said premises as has been taken by the City of New York for the opening and widening of Mott Avenue.

NOTE:

(i) Mott Avenue, known as Grand Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 44

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 100 feet northeasterly from the proposed northeasterly corner of said Avenue and 149<sup>th</sup> Street as laid down on the "Map of the Town of Morrisania made by the Commissioners appointed by Chapter 841 of the Laws of 1868"; and

RUNNING THENCE northeastwardly and along said easterly side of Mott Avenue, 25 feet;

THENCE southeastwardly and in a line at right angles to the easterly side of or line of Mott Avenue 102.16 feet to the centre line of the block;

THENCE southwestwardly and along the centre line of the block, 25 feet; and

THENCE northwestwardly and in a line at right angles to the easterly side or line of Mott Avenue 102.41 feet to said easterly side of Mott Avenue, the point or place of BEGINNING.

The wall on the northeasterly side of said premises being a party wall.

EXCEPTING THEREFROM so much thereof as has been taken by the City of New York for the opening or widening of Mott Avenue.

NOTE:

(i) Mott Avenue, now known as Grant Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOTS 45 AND 46

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 125 feet southerly from the southeasterly corner of Mott Avenue and 150<sup>th</sup> Street;

RUNNING THENCE eastwardly on a line at right angles to said side of Mott Avenue and part of the way through a party wall, 101.69 feet;

THENCE southerly and parallel with Mott Avenue, or nearly so, 50 feet;

THENCE westwardly on a line at right angles to the said side of Mott Avenue and part of the way through the centre of a party wall, 102.17 feet to the easterly line of Mott Avenue; and

THENCE northerly along the easterly side of Mott Avenue, 50 feet to the point or place of BEGINNING.

Being the said several distances and dimensions, more or less.

EXCEPTING THEREFROM such portion thereof as has been taken by and conveyed to the City of New York for the widening of Mott Avenue.

NOTE:

(i) Mott Avenue, now known as Grand Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 47

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 100 feet southerly from the southeasterly corner of Mott Avenue and 150<sup>th</sup> Street;

RUNNING THENCE southerly along said side of Mott Avenue 25 feet;

THENCE easterly on a line at right angles to said Mott Avenue and for a portion of the distance through the centre of a party wall 101.69 feet to the centre line of the block;

THENCE northerly along said centre line 25 feet;

THENCE westerly on a line at right angles to Mott Avenue 101.45 feet to the point or place of BEGINNING.

Being the said distances and directions, more or less.

EXCEPTED FROM the above described premises so much of the land as was heretofore taken by the City of New York.

NOTE:

(i) Mott Avenue, now known as Grand Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 48

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue, as located on October 15, 1884, distant southerly 83 feet 4 inches from the corner formed by the intersection of the southerly line of 150<sup>th</sup> Street with the easterly line of Mott Avenue, located as aforesaid;

THENCE RUNNING easterly and parallel with 150<sup>th</sup> Street 101.25 feet or thereabouts;

THENCE southerly in a line drawn parallel to Mott Avenue, or nearly so, 16 feet 8 inches;

THENCE westerly in a line parallel with 150<sup>th</sup> Street 101.45 feet or thereabouts to the easterly line of Mott Avenue; and

THENCE northerly along the easterly line of Mott Avenue 16 feet 8 inches to the point or place of BEGINNING.

Be the said several distances and dimensions, more or less.

EXCEPTING HEREFROM however such portion of said premises as have been taken by the City of New York for the widening of Mott Avenue on the easterly side thereof.

NOTE:

(i) Mott Avenue, now known as Grant Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 49

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 66 feet 8 inches southerly from the corner formed by the intersection of the southerly side of 150<sup>th</sup> Street with the easterly line of Mott Avenue;

THENCE RUNNING easterly and parallel with 150<sup>th</sup> Street 101.12 feet or thereabouts;

THENCE southerly in a line drawn parallel to Mott Avenue, or nearly so, 16 feet 8 inches;

THENCE westerly in a line parallel with 150<sup>th</sup> Street 101.29 feet or thereabouts to the easterly line of Mott Avenue; and

THENCE northerly along said line of said Avenue 16 feet 8 inches to the point or place of BEGINNING.

Be the said several distances and dimensions, more or less.

EXCEPTING however so much of above described premises as have been taken and acquired by the City of New York for widening and improvement of Mott Avenue.

NOTE:

- (i) Mott Avenue, now known as Grant Boulevard and Concourse.

**FINAL**



TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOTS 50 AND 51

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 33.32 feet southerly from the southeasterly corner of Mott Avenue and 150<sup>th</sup> Street;

RUNNING THENCE eastwardly on a line at right angles to said Mott Avenue and part of the way through a party wall 100.81 feet;

THENCE southwardly and parallel with Mott Avenue or nearly so 33.32 feet;

THENCE westwardly on a line at right angles to said side of Mott Avenue and part of the way through a party wall 100.13 feet to the easterly line of Mott Avenue; and

THENCE northwardly along the easterly line of Mott Avenue 33.32 feet to the point or place of BEGINNING.

Be the said several distances and dimensions, more or less.

EXCEPT so much taken by the City of New York for the widening of Mott Avenue.

NOTE:

(i) Mott Avenue, now known as Grant Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 52

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Mott Avenue distant 16.66 feet southerly from the southeasterly corner of Mott Avenue and 150<sup>th</sup> Street;

RUNNING THENCE easterly on a line at right angles to said Mott Avenue and for a portion of the distance through a party wall 100.65 feet;

THENCE southerly and parallel with said side of Mott Avenue or nearly so 16.66 feet;

THENCE westerly on a line at right angles to said side of Mott Avenue and for a portion of the distance through a party wall 100.81 feet to the said side of Mott Avenue; and

THENCE northerly along the same 16.61 feet to the point or place of BEGINNING.

Be the said several distances and dimensions, more or less.

EXCEPT so much taken by the City of New York for the widening of Mott Avenue.

NOTE:

(i) Mott Avenue, now known as Grant Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

AS TO OLD LOT 53

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, bounded and described as follows:

BEGINNING at the southeasterly corner of Mott Avenue and 150<sup>th</sup> Street;

RUNNING THENCE southwardly along the easterly side of Mott Avenue 16.66 feet;

THENCE eastwardly on a line at right angles to said side of Mott Avenue and part of the way through a party wall 100.65 feet;

THENCE northwardly parallel with Mott Avenue or nearly so 16.68 feet to the southerly line of 150<sup>th</sup> Street; and

THENCE westwardly along the southerly line of 150<sup>th</sup> Street 100.49 feet to the point or place of BEGINNING.

Be the said several distances and dimensions, more or less.

EXCEPT so much thereof as has been taken by the City of New York for the widening of Mott Avenue.

NOTE:

(i) Mott Avenue, now known as Grant Boulevard and Concourse.

**FINAL**

TITLE NO. TA#12(02)365

DESCRIPTION - SCHEDULE A  
(CONTINUED)

PERIMETER DESCRIPTION

A perimeter description will be provided upon receipt of a guaranteed survey encompassing the old lots set forth herein.

**FINAL**

EXHIBIT B

**Memorandum of Agreement  
Regarding the USPS's Sale of  
558 Grand Concourse  
Bronx, New York**

For one dollar (\$1.00) and other valuable consideration, under the requirements of Section 106 of the National Historic Preservation Act of 1966, as amended, 16 USC Sec. 470 et seq., the parties signing below approve the following Preservation Covenant as to form, and agree to the following supplemental terms and conditions:

- (1) The United States Postal Service (USPS), Proposed Grantor under the Deed to the prospective Grantee, described below, acknowledges that it is the strong preference of the New York City Landmarks Preservation Commission (NYC LPC) and the New York Landmarks Conservancy (Conservancy) that the Murals described in the Preservation Covenant, below, remain on the Property. The USPS will provide prior notice and opportunity to comment to the NYC LPC, New York State Historic Preservation Office, and the Conservancy before removing any of the Murals and that no removal by the USPS of the Murals shall be done except in accordance with Section 106 of the National Historic Preservation Act and the implementing regulations.
- (2) Upon its grant and transfer of the Property, described below, the USPS will require, as a condition of closing, that the buyer ("Grantee" under the Preservation Covenant) execute the Preservation Covenant substantially in the form, below. Any modifications to the Preservation Covenant, below, must be approved by the NYC LPC and the Conservancy, which approval may be withheld. The NYC LPC and the Conservancy shall be provided copies of the recorded Preservation Covenant.
- (3) These supplemental terms and conditions may be enforced in law or in equity by the NYC LPC and the Conservancy, individually or jointly, and by the Commissioner, New York Office of Parks, Recreation and Historic Preservation in accordance with Section 106 of the National Historic Preservation Act and the implementing regulations.

**Signatory Party:**

\_\_\_\_\_ (Date) \_\_\_\_\_

Robert B. Tierney  
Chair, New York City Landmarks Preservation Commission

**Memorandum of Agreement  
Regarding the USPS's Sale of  
558 Grand Concourse  
Bronx, New York**

**Signatory Party:**

\_\_\_\_\_ (Date) \_\_\_\_\_

Peg Breen  
President, New York Landmarks Conservancy

**Memorandum of Agreement  
Regarding the USPS's Sale of  
558 Grand Concourse  
Bronx, New York**

**Signatory Party:**

\_\_\_\_\_ (Date) \_\_\_\_\_  
Ruth Pierpont  
Deputy State Historic Preservation Officer

**Memorandum of Agreement  
Regarding the USPS's Sale of  
558 Grand Concourse  
Bronx, New York**

**Signatory Party:**

\_\_\_\_\_ (Date) \_\_\_\_\_  
Dallan Wordekemper  
Federal Preservation Officer, United States Postal Service



# **PRESERVATION COVENANT**

## **558 Grand Concourse Bronx, New York**

In consideration of the conveyance by Deed dated \_\_\_\_\_ from the United States Postal Service (the “Grantor”) to \_\_\_\_\_ [buyer] (the “Grantee”) of certain real property located at 558 Grand Concourse in the Borough of Bronx, in the City and County of Bronx, State of New York as such property is more particularly described in the legal description attached to the Deed at Exhibit \_\_\_, which legal description is also attached to this Preservation Covenant at Exhibit A and incorporated herein (the “Property”), the Grantee hereby agrees with and covenants to the Grantor, the New York City Landmarks Preservation Commission, a bureau of the government of the City of New York, New York, having an office at 1 Centre Street, 9<sup>th</sup> Floor North, New York, New York 10007 and the New York Landmarks Conservancy, a New York not-for-profit organization having an office at One Whitehall Street, New York, New York 10004 (the “Covenantees”), as follows:

- (1) In accordance with and under the authority of N.Y. Env. Cons. Law §§ 49-0301 to 49-0311, the Grantee hereby grants to the Covenantees in perpetuity on behalf of itself, its heirs, successors and assigns, the covenant and servitude at all times to maintain and preserve the Property’s Historic Features (as depicted in the photographs, measured drawings and site plan attached hereto and incorporated herein at Exhibit B and as further defined in paragraph 3 of this Preservation Covenant) in accordance with the “Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” (National Park Service, 1997, 36 CFR Sec. 67), as these may be amended from time to time (“Secretary’s Standards”) in order to preserve those qualities that make this Property eligible for listing on the National Register of Historic Places and in order to preserve the Murals hereinafter described. Grantee shall at all times maintain the Historic Features (hereinafter defined) in the same or better condition as that existing on the Effective Date (hereinafter defined) of this Preservation Covenant. Grantee’s obligation to maintain shall require Grantee to replace, repair, and/or reconstruct the Historic Features in the same or better condition, state of repair, and appearance as that existing on the Effective Date of this Preservation Covenant, as such condition and state of repair is depicted in the photographs, measured drawings and site plan at Exhibit B. Grantee’s obligation to maintain the Historic Features shall be performed in accordance with the Secretary’s Standards and shall include, without limitation, the use by Grantor of in kind materials and colors, applied with workmanship comparable to that which was used in the original construction or application of those materials being repaired or maintained. Notwithstanding the foregoing, if because of circumstances beyond its control the Grantee believes it is necessary for Grantee to make changes in appearance, materials, colors, and original workmanship to all or any portion of the Historic Features, or if there has been significant deterioration or damage to all or any portion of the Historic Features which is determined by an appropriate governmental agency having jurisdiction over the Property to be a danger to human health or the environment, then Grantee may make changes to the appearance, materials, colors and original workmanship of the Historic Features but only with the prior written approval of both the New York City Landmarks Preservation Commission (NYC LPC) and the New York Landmarks Conservancy

(Conservancy), which approval in the sole discretion of either the NYC LPC or the Conservancy may be withheld or conditioned except and to the extent that an applicable governmental entity has determined that there exists an imminent threat to human health or the environment and Grantee reasonably believes that Grantee is likely to be subject to fines or penalties or other governmental enforcement action should Grantee fail to make such changes.

- (2) The Grantee hereby acknowledges that (a) the Property is listed on the National Register of Historic Places and is a designated New York City landmark; (b) that the lobby of the building located on the Property has been designated as a New York City Interior Landmark; (c) that the lobby contains thirteen (13) fresco murals by noted Depression-era artist Ben Shahn as shown in the photographs attached hereto and incorporated herein at Exhibit C (the “Murals”); and therefore (d) the Grantee and its heirs, successors and assigns covenant and agree to maintain and preserve the Murals, individually and collectively, in such locations, and in the same or better condition and state of repair as depicted in the photographs at Exhibit C and in accordance with the terms and conditions of this Preservation Covenant while such Murals remain on the Property. While this obligation to maintain and preserve is reflected in a loan agreement between Grantee and the United States Postal Service (USPS), a copy of which is attached hereto and incorporated herein at Exhibit D (“Mural Loan Agreement”), in the absence or upon the termination of such Mural Loan Agreement or a successor loan agreement, this obligation to maintain and preserve the Murals is not waived, terminated or released. Grantee shall ensure that any restoration of the Murals shall conform to the American Institute for Conservation of Historic and Artistic Works (AIC) code of ethics and guidelines for practice and the National Park Service conservation guidelines, as these may be amended, replaced or superseded from time to time. Grantee shall maintain damage insurance covering the Murals to their full appraised value, as determined initially on or immediately preceding the Effective Date of this Preservation Covenant by an accredited art appraiser. Grantee shall have such appraised value updated by an accredited art dealer at least every five years measured from the Effective Date of this Preservation Covenant. The damage insurance shall be an “all risk”, wall-to-wall policy subject to only the following standard exclusions: wear and tear, gradual deterioration, terrorism, and war. To the extent these insurance requirements conflict with the terms of any mural loan agreement, including the Mural Loan Agreement attached at Exhibit D hereto, the requirements of this paragraph shall control, and the Grantee shall be bound by them.
- (3) 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 Conservancy and NYC LPC. The Historic Features are shown and described on Exhibit B hereof and are further defined as: (1) the exterior envelope of the building located on the Property and (2) the interior lobby area of the Property, as depicted in the attached site plan, photographs and measured drawings at Exhibit B.
- (4) No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken with respect to the aforementioned Historic Features without NYC LPC approval under the New York City Landmarks Law [Charter of the City of New York §§ 3020 et seq. and the Administrative Code of the City of New York §§25-301 et seq.] and compliance with all other laws applicable to Grantee. Grantee acknowledges that such compliance may include the requirement that the

Conservancy co-sign all applications to the LPC that affect the exterior or designated interior.

- (5) The Conservancy and NYC LPC, jointly and severally, shall be permitted at all reasonable times during Grantee's business hours 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 of the date and time that such entity wishes to inspect the Property to Grantee.
- (6) In the event of a violation of this covenant by Grantee, and in addition to any remedy now or hereafter provided by law, NYC LPC may, following delivery of reasonable notice to the Grantee ("Cure Notice"), with a copy to the Conservancy, and a reasonable opportunity to cure such violation in a manner reasonably satisfactory to the NYC LPC, institute suit to enjoin said violation or to require the restoration of the Historic Features of the Property which have been damaged, altered, modified or destroyed. Remedies shall include, but not be limited to, specific performance, permanent injunction and/or damages. In the event that NYC LPC fails to enforce the obligations of Grantee under this Preservation Covenant, the Conservancy shall have the right to issue a Cure Notice and institute a suit to enjoin said violation in the same manner as NYC LPC outlined above. In the event Grantee is found to have violated any of its obligations under this Preservation Covenant, Grantee shall reimburse the Conservancy and/or the NYC LPC, as applicable, for any reasonable costs or expenses incurred by the Conservancy and/or the NYC LPC in connection with their enforcement of the terms of this preservation covenant, including but not limited to all reasonable: court costs, and attorneys, architectural, engineering, and expert witness fees.
- (7) This Preservation Covenant is binding on the Grantee, its heirs, successors and assigns in perpetuity and shall run with the land. 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. Use of the term "Grantee" herein shall mean and include the original Grantee \_\_\_\_\_, and all of its heirs, successors and assigns in perpetuity.
- (8) The failure of the NYC LPC and/or the Conservancy 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) Execution of this Preservation 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. This Preservation Covenant shall be self-executing and thus, the failure of the Conservancy, NYC LPC, or USPS to execute this Preservation Covenant shall not impair its effectiveness or impede its enforcement against Grantee.
- (10) 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.
- (11) Subject to the conditions and requirements of the laws and regulations of the City of New York, the State of New York, and the United States of America (including, but not limited to, those City, State and federal laws and regulations governing the activities of governmental agencies and tax-exempt charitable organizations and governing preservation covenants and easements granted in perpetuity), the NYC







\_\_\_\_\_ (Date) \_\_\_\_\_

Dallan Wordekemper  
Federal Preservation Officer, United States Postal Service

District of Columbia

This instrument was acknowledged before me on \_\_\_\_\_ by Dallan C. Wordekemper as  
the Federal Preservation Officer of the United States Postal Service.

\_\_\_\_\_  
Signature of notarial officer  
(Seal, if any)

\_\_\_\_\_  
Title  
Commission expires: \_\_\_\_\_

**Exhibit B:**  
**The Historic Features (photographs, measured drawings and site plan)**

Historic features include the exterior envelope of the building located on the Property and the interior lobby area of the Property.

Excerpts from the Landmark Preservation Commission's Designation Report for the Bronx General Post Office Interiors (December 2013)

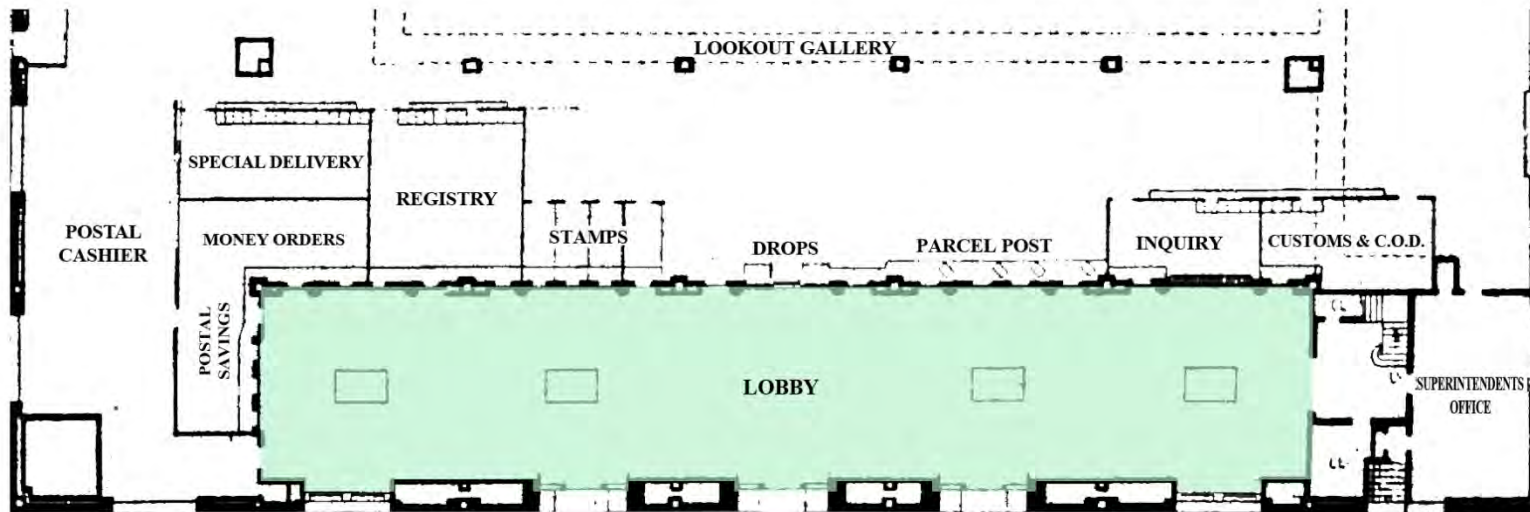
**BRONX GENERAL POST OFFICE LOBBY, FIRST FLOOR INTERIOR**, consisting of the lobby and the fixtures and components of this space, including but not limited to, the wall surfaces, murals, wainscoting, ceiling surfaces, floor surfaces, columns, plaque, metal gate and globe lighting fixtures.

Description

The Bronx General Post Office Lobby is divided into five bays corresponding to the three central entrance openings and the flanking two window openings in the building's primary (west) facade; floor-to-ceiling marble Ionic columns support a plastered fascia; patterned floor consists of light-gray marble and dark-gray terrazzo; marble wainscot; plastered coffered ceiling with simplified ornamental rosettes; historic pendant globe light fixtures decorated with eagle figures centered above each bay. West wall: center three bays contain entrance openings; flanking bays contain recessed window openings, fitted with marble-and-bronze radiator covers; murals installed on walls between bays, above marble wainscoting punctured with bronze radiator grilles. East wall: each of the five bays divided into three sections by engaged columns; murals installed on walls between bays above marble wainscoting; left two bays contain service counters with non-historic security windows set above historic marble wainscot; center and right two bays contain recessed post office box nooks flanked by doorways. South wall divided into sections by marble pilasters; central section features a central doorway with a historic bronze gate set below a marble plaque memorializing the erection of the building; murals installed in flanking sections above marble wainscoting. North wall divided into three sections by marble pilasters; left section contains doorway with non-historic door and frame; middle and right section contain service counters with non-historic security windows set above historic marble wainscot; murals installed in upper portion of each section above door and customer service windows.

Alterations: Entrance vestibules removed and replaced with exterior door infill; east wall partially reconfigured with three recessed nooks; metal grille between lobby and work spaces, forming upper section of east wall, replaced or covered over; interior doors and customer service windows replaced; metal ductwork installed in front of fascia on west wall; historic square recessed light fixtures replaced with can light fixtures with exposed conduit; historic furniture—including writing desks centered in four flanking bays—removed and non-historic furniture installed, including post office box kiosk, self-service kiosk, information kiosks, and writing desks.





 Bronx General Post Office Lobby  
 \* Based on Lobby Plan Bronx Post Office, *Architectural Forum*, June 1938, Pg. 12

**BRONX GENERAL POST OFFICE LOBBY, FIRST FLOOR INTERIOR**, consisting of the lobby and the fixtures and components of this space, including but not limited to, the wall surfaces, murals, wainscoting, ceiling surfaces, floor surfaces, columns, plaque, metal gate and globe lighting fixtures, 560 Grand Concourse (aka 554-582 Grand Concourse), Bronx.



**Bronx General Post Office Lobby, First Floor Interior**

Draft mural cartoons installed for public inspection

*Photo: Gottscho-Schleisner, Inc. (December 5, 1938)*

Courtesy Museum of the City of New York



View looking southeast

*Photo: Christopher D. Brazee (December 12, 2013)*

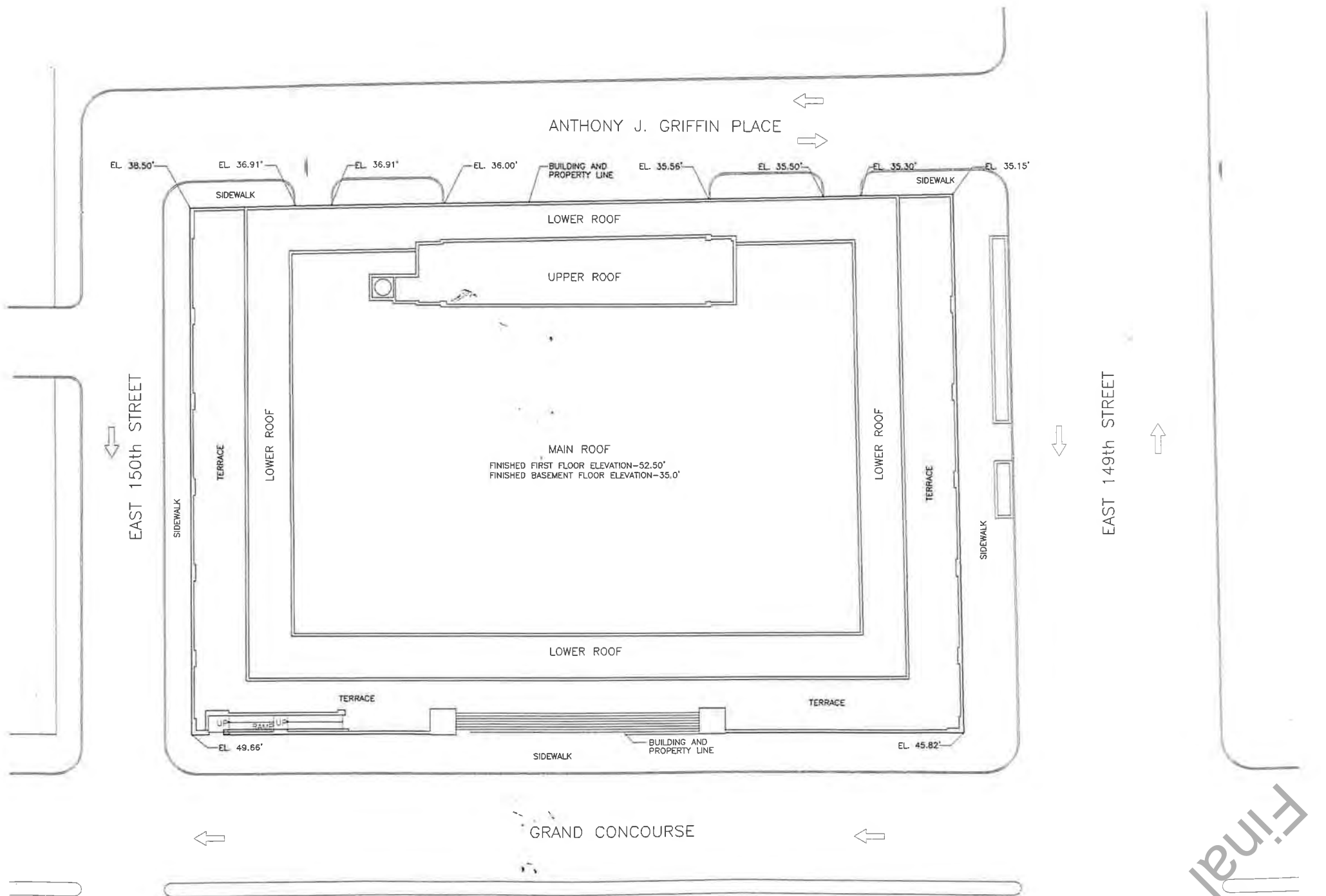
Photo taken with permission of the United States Postal Service



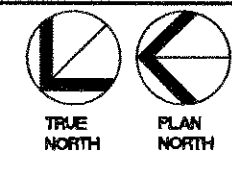
Shortly after 1970s alterations  
*Photo: Stephen L. Senigo (September 1979)*



View looking northeast  
*Photo: Christopher D. Brazee (December 12, 2013)*  
Photo taken with permission of the United States Postal Service



Final



VERTICAL ENGINEERING, INC.  
LUCAS LUTZ & ASSOCIATES, INC.  
ARCHITECTS  
200 WEST 10TH STREET  
NEW YORK, NY 10011  
TEL: (212) 693-0000  
FAX: (212) 693-0001

STRUCTURAL:  
CEC, INC.  
200 WEST 10TH STREET  
NEW YORK, NY 10011  
TEL: (212) 693-0000  
FAX: (212) 693-0001

MERIT: MERIT CONSULTANTS, INC.  
200 WEST 10TH STREET  
NEW YORK, NY 10011  
TEL: (212) 693-0000  
FAX: (212) 693-0001

MECHANICAL:  
URS  
375 GRAND CONOURSE  
BRONX, NY 10451-5272  
TEL: (718) 512-2000  
FAX: (718) 512-2001

URS  
GROUP, INC.  
BRONX MAIN POST OFFICE  
375 GRAND CONOURSE  
BRONX, NY 10451-5272

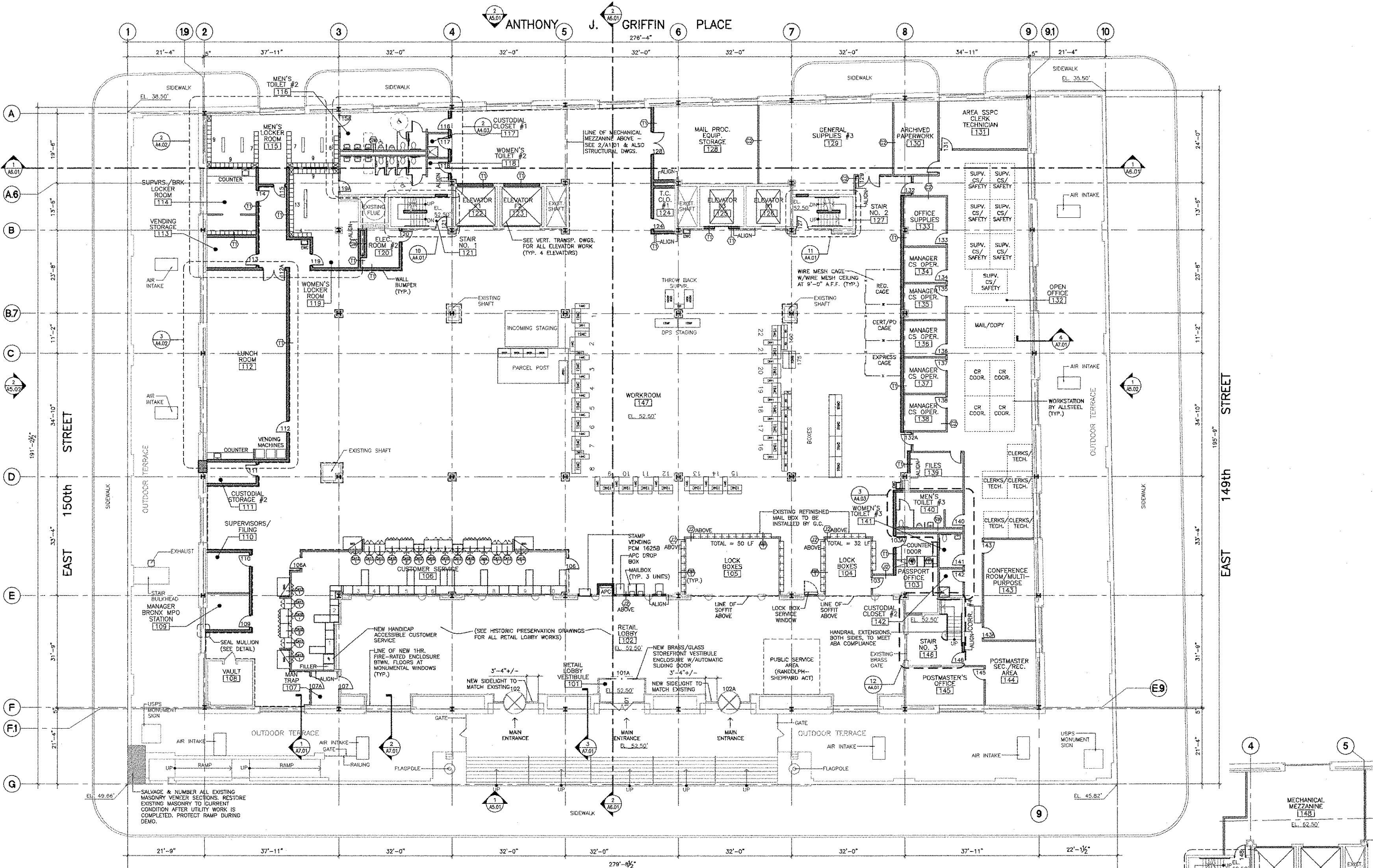


UNITED STATES  
POSTAL SERVICE

PROPOSED FIRST FLOOR PLAN  
Scale: 3/32" = 1'-0"  
Date: 12-05-05  
Revision: 1

PROPOSED FIRST FLOOR  
MECHANICAL MEZZANINE PLAN  
Scale: 3/32" = 1'-0"  
Date: 12-05-05  
Revision: 1

A1.01  
URS Project: BRONX MAIN POST OFFICE (REVISED)  
USPS File Number: 063266



1 PROPOSED FIRST FLOOR PLAN  
Scale: 3/32" = 1'-0"  
Date: 12-05-05

2 PROPOSED FIRST FLOOR  
MECHANICAL MEZZANINE PLAN  
Scale: 3/32" = 1'-0"  
Date: 12-05-05

Time: 6:32 P.M. Date: 12/14/2005 mdures0 Drawing File: C:\16297621-1025-BROXK (P.0) (REV) (A1.01) FIRST FL.dwg

**Exhibit C:  
The Murals (photographs)**









Ship at **USPS.com**  
& save up to 16%

EFFECTIVE  
IMMEDIATELY

CASHING  
CHECKS &  
MONEY  
ORDERS

**FREE BOXES**

<b>PRIORITY MAIL EXPRESS</b> <b>OVERNIGHT DELIVERY</b>	<b>PRIORITY MAIL</b> <b>1, 2 OR 3 DAY-SPECIFIC</b>
---	---

**SELF-SERVICE**  
SHIP PACKAGES  
MAIL LETTERS

**SELF-SERVICE**  
SHIP PACKAGES  
MAIL LETTERS

**SELF-SERVICE**  
SHIP PACKAGES  
MAIL LETTERS  
SCAN AND PAY  
HERE

Stacks of various USPS shipping supplies, including boxes and envelopes, are visible in the bottom left corner.







LEANDER







For we support all  
fuse all  
After the rest is done  
and gone we remain  
There is no final  
reliance but upon us  
Democracy rests finally  
upon us.  
(I, my brethren began  
And our visions  
sweep through eternity











**Exhibit D:**  
**The Mural Loan Agreement**

**AGREEMENT FOR LOAN OF ARTWORK FROM THE  
POSTAL FINE ARTS COLLECTION  
BETWEEN THE UNITED STATES POSTAL SERVICE  
AND**

---

**THIS AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between the United States Postal Service ("USPS") and \_\_\_\_\_ ("Borrower").

**RECITALS**

**WHEREAS:** In May 1938, the U.S. Treasury Department's Section of Fine Arts and Sculpture commissioned Ben Shahn and Bernarda Bryson Shahn to paint 13 large egg tempura murals entitled *Resources of America* (Mural), at the Bronx General Post Office, located at 558 Grand Concourse, Bronx, New York (the "Building") and is part of the Postal Fine Arts Collection owned by the USPS.

**WHEREAS:** The Borrower purchased the Bronx General Post Office from the USPS on \_\_\_\_\_, 2014, and the Mural will remain at the Building for display.

**NOW, THEREFORE,** in consideration of the mutual promises and agreements contained in this Agreement, the parties agree as follows:

1. USPS agrees to loan the Mural to the Borrower, and the Borrower agrees to borrow the Mural from the USPS, for the purpose of exhibiting the Mural for a term of 25 years from the date hereof, with subsequent five year extensions of that term that may be exercised in writing by either party and accepted in writing by the non-exercising party not less than ninety 90 days prior to the expiration of the term then in effect. The Mural will at all times remain the property of the USPS, and this Agreement will be subject to the terms and conditions set forth below. Borrower agrees to provide the USPS and its duly authorized representatives with unlimited access during normal business hours for the purposes of inspection; appraisal; high-resolution, flash or professional grade reproduction; inventory, removal, as hereinafter provided, and other purposes consistent with the foregoing.
2. Borrower will furnish an engraved metal plaque, stating that the Mural is on loan from the USPS and providing the title of the Mural, artist's name, and date of commissioning. Borrower agrees to make no reproductions of the Mural without the written consent of the USPS. Borrower may, at his discretion, allow the visiting public to take impromptu, low resolution photographs of the Mural for personal usage, but shall not allow high-resolution, flash or professional grade photography. Borrower agrees to post a sign near the Mural stating that such photography is prohibited.
3. Should Borrower obtain high-resolution, flash or professional grade reproductions of the Mural (following the receipt of written consent from the USPS), all such reproductions become the property of the USPS. Borrower agrees to provide the USPS with the reproductions, whereupon, USPS will establish ownership of the reproductions under the federal Copyright Act.
4. Borrower shall insure the Mural at Borrower's expense, and the Postal Service shall be named as an additional insured and loss payee. The Mural shall be insured initially for **\$XXX,000 – Pending final review** under an "all risk", wall-to-wall policy subject to only the following standard exclusions: wear and tear, gradual deterioration, terrorism, and war. The Borrower shall obtain a written appraisal of the Mural from an accredited art appraiser at least every five (5) years; and in the event such appraiser determines that the value of the Mural exceeds **\$XXX,000 – Pending final review** Borrower shall within 30 days following receipt of such written appraisal, secure additional coverage in an amount not less than the appraised

value and provide evidence of insurance, in the form required herein, at such higher value to the USPS. If Borrower fails to secure and maintain the insurance required by this paragraph 3, Borrower will, nevertheless, be required to respond financially in case of loss or damage as if said insurance were in effect. Any inaction by the Postal Service regarding evidence of coverage shall not be deemed a waiver.

5. Borrower will provide normal maintenance and precautions to protect the Mural from fire, theft, mishandling, extremes of light, temperature, and humidity, dirt, insects, and vermin and other environmental hazards, while it is in Borrower's care and custody. The Mural must be handled only by experienced personnel and be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible means. Borrower shall inspect the Mural annually and document in writing the current condition. Borrower agrees to provide the USPS Federal Preservation Officer (FPO) with a condition report summarizing the current condition, any change in condition as noted in the inspections, as well as any treatment recommendations. The Borrower shall be responsible for restoration of the Mural at its sole cost and expense while the Mural is in the Borrower's care and custody. The Mural will be restored in the manner provided in Section 6 below.
6. If the Mural is damaged or deteriorates while in Borrower's care and custody, Borrower shall notify the Postal Service immediately, and shall have any repair or restoration performed at its expense. All repair and restoration work shall be performed by a Fellow of the American Institute for Conservation of Historic and Artistic Works who has been approved in advance by the USPS FPO, such approval not to be unreasonably withheld. Borrower shall send the notice of proposal to restore to the FPO for review and approval and after completion of any such restoration the Borrower shall forward the completion report to the FPO. Whenever there is a need for maintenance, repair or restoration which is the Borrower's obligation under this Agreement, the Postal Service will require the Borrower to maintain, repair or restore the Mural as provided herein and will provide written notice to Borrower stating a reasonable time period for completion of all necessary maintenance, repair or restoration. If Borrower fails to complete the maintenance, repair or restoration work within the time specified in the notice, the USPS shall have the right to perform the work at Borrower's sole expense and seek reimbursement from Borrower. Borrower will pay USPS the costs of the work performed within thirty days' of receipt of USPS' invoice.
7. The USPS reserves any rights that it may hold to the Mural and images of the Mural (Mural Images) and grants permission to Borrower's to use the Mural Images for non-profit uses only, or more specifically, any use that does not generate income or promote the generation of income. Non-profit uses do not include uses on annual reports, company brochures, company newsletters, company websites, business cards or other such items. On any non-profit use, Borrower must acknowledge the USPS as the owner of all rights to the Mural and Mural Images.
8. Items bearing the Mural Images cannot be resold for any reason without a license agreement between the USPS and Borrower. Borrower must obtain a license agreement from the USPS and pay royalties to the USPS to use a Mural Image on any item for resale. These uses include, but are not limited to, images on or in postcards, posters, fine art prints, books, periodicals, greeting cards, stationary, clothing or merchandising items such as mugs and magnets. The USPS has a standard license agreement for such purposes. Borrower must notify the following USPS representative by U.S. Mail, certified and postage prepaid, to apply for a license:

Manager Channel Marketing & Licensing  
475 L'Enfant Plaza, SW  
Room 6912  
Washington, DD 20260-50134

This notification requirement is in addition to the notifications requirement in paragraph 14.

9. Failure to obtain a license agreement from the USPS prior to any resale of items bearing a Mural Image constitutes a breach of this Agreement. Upon such breach, a reasonable royalty based on Borrower's resale of such unauthorized items bearing a Mural Image shall become immediately due and payable. USPS and its duly authorized representatives shall have the right at all reasonable business hours to examine the books and records of Borrower pertaining to the resale of unauthorized items bearing a Mural Image.
10. The Mural must be exhibited throughout the term of this Agreement, except for periods required for protection or maintenance of the Mural; provided, however, that if the Mural is taken off exhibit for maintenance or restoration, Borrower shall immediately notify the USPS FPO in writing via Express Mail® Service. Borrower agrees to provide public access to the Mural one day per month during every calendar month of the term of this Agreement, such access to be available during the hours of 9 a.m. to 5 p.m. Eastern Standard Time. In the event a security or safety risk exists at the Property, Borrower may temporarily suspend such public access.
11. In the event the Borrower enters into a contract for the sale of the Building, the Borrower shall provide written notice to USPS at least sixty (60) days prior to transfer of title and shall include the name and address and of the buyer. This Agreement shall terminate on the date title transfers to the new owner.
12. This Agreement shall be construed in accordance with federal law; and, if there is no relevant federal law, in accordance with the law of the State of New York.
13. (a) This Agreement shall terminate on the later of (i) 25 years after its Effective Date, or (ii) the end of any five-year extension term exercised in accordance with paragraph 1 unless earlier terminated as provided in this paragraph 11.  
  
(b) Notwithstanding anything to the contrary provided herein, the USPS may immediately terminate this Agreement, in the USPS sole and absolute discretion, if 30 days have passed after the USPS has provided written notice to the Borrower written notice that the Borrower has failed to meet any of its obligations hereunder and has failed to initiate and complete corrective action as required under the terms of the Agreement. In the event of such termination, USPS reserves the right to seek all rights and remedies available in law and equity.  
  
(c) Upon termination, the Borrower will be responsible for packing and transporting the Mural by qualified and insured handlers to USPS. The Borrower shall ship the Mural within 30 days of the effective date of termination. If termination occurs by expiration of the specified term of this Agreement, or any extensions thereof, the costs of such packing and transportation shall be borne equally by the USPS and by the Borrower. If termination occurs due to Borrower's breach of any of its obligations under the Agreement, or upon sale of the Building, the costs of such packing and transportation shall be borne by the Borrower. In all events, the Borrower shall reimburse the USPS for the cost of any repair or restoration work required upon delivery of the Mural to the location determined by the USPS; provided that the Borrower will not be responsible for the cost of repair or restoration work unless the USPS notifies the Borrower of the need for such work within 30 days of delivery.  
  
(d) If this Agreement is terminated or not renewed the New York State Historic Preservation Office (SHPO) must be notified as the murals are a Historic Character Defining Feature of this property and removal of the murals would constitute an adverse effect, requiring a Memorandum of Agreement (MOA) between the SHPO and USPS.

14. All notices must be in writing and are effective only when deposited in the U.S. Mail certified and postage prepaid, or when sent via overnight delivery as follows:

If to USPS: Federal Preservation Officer – USPS  
475 L’Enfant Plaza SW, Room 6631  
Washington, D.C. 20260-1862

If to the Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 15 This Agreement shall constitute the final, complete, and exclusive written expression of the intentions of the parties hereto. This Agreement shall supersede all previous communications, representations, agreements, promises, or statements either oral or written by or between either parties. This Agreement may be amended only in writing signed by each party. In the event of any conflict between this Agreement and any forms of Borrower, the terms of this Agreement shall be controlling.

16. Each party declares that it has the authority to enter into this Agreement and that the signatory hereto has been given the requisite authority to sign. This Agreement may be signed in counterparts, each of which shall be deemed to be an original.

This Agreement takes effect upon the date that representatives of all parties have signed, which date shall be inserted in the introductory paragraph of this Agreement as the “Effective Date.”

**(BORROWER)**

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

**FOR THE UNITED STATES POSTAL SERVICE, FACILITIES**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dallan C. Wordekemper  
USPS Federal Preservation Officer