

LEASE ABSTRACT

USPS Lease — Purdy's Main Post Office

3 Main St, Purdys, NY 10578-9998 • Lease No. QU0000770709 • County: Westchester, NY

PARTIES

Landlord	Joshua Barrow and Johna Barrow 10 David Drive, North Salem, NY 10560-3605 Tel: (914) 202-4351 Email: josh@hudsonvalleypropertybuyers.com
Tenant	United States Postal Service (USPS) Contracting Officer: Sara Adams USPS Facilities Leasing East, PO Box 27497, Greensboro, NC 27498-1103
Landlord Signed	June 8, 2023 (Joshua Barrow and Johna Barrow)
USPS Signed	July 31, 2023 (Sara J. Adams, Contracting Officer)

PREMISES

Property Address	3 Main St, Purdys, NY 10578-9998
Assessor Parcel Number	28.-1681-3
Building Type	Portion of a wood frame building (Multi-Tenant Form)
Rentable SF (USPS)	800 sq ft net interior space (per Exhibit A and Exhibit C)
Total Property Site SF	2,950 sq ft
Exterior Parking (USPS)	2,025 sq ft (per Exhibit B)
Rear Concrete Slab	125 sq ft
Common Areas	USPS has non-exclusive right to use all common areas, stairways, halls, restrooms, parking, driveways, sidewalks, and access lanes
Landlord-Supplied Systems	Heating, A/C, electrical distribution, light fixtures, water distribution (incl. hot water), sewer/septic system

TERM & RENEWAL OPTIONS

Lease Term	5 years
Commencement Date	January 1, 2025
Expiration Date	December 31, 2029
Renewal Option	One (1) five-year renewal option: January 1, 2030 – December 31, 2034 at \$41,250/year USPS must provide written notice at least 60 days before end of initial term
Early Termination	No early termination rights, except as otherwise provided in the Lease

RENT

Annual Rent (Initial Term)	\$37,500.00/year
Monthly Rent (Initial Term)	\$3,125.00/month
Annual Rent (Renewal Option)	\$41,250.00/year (January 1, 2030 – December 31, 2034)
Monthly Rent (Renewal)	\$3,437.50/month
Payment Timing	Equal monthly installments paid at the end of each calendar month; partial months prorated
Rent Paid To	Joshua Barrow and Johna Barrow 10 David Drive, North Salem, NY 10560-3605
Late Payment	Prompt Payment Act (31 U.S.C. §3901) applies; USPS pays interest on late payments
Payment Offsets	Rent payments subject to Treasury offset for Landlord's delinquent federal debts (31 U.S.C. §3716)

UTILITIES & SERVICES

Heat	USPS pays all recurring fuel charges if separately metered by Landlord-installed sub-meter
Electricity	USPS pays all recurring electric bills if separately metered by Landlord-installed sub-meter
Water	Premises on public water. USPS pays recurring charges if separately metered. Landlord must ensure potable water at all times.
Sewer	Premises on public sewer. USPS pays recurring charges if separately metered.
Trash	USPS responsible for all trash removal and provides its own receptacles
Snow Removal	Landlord: common areas, roof, driveways, non-exclusive areas. USPS: exclusive-use sidewalks, driveways, entrances, and areas directly in front of the Premises
Custodial	USPS: interior and exclusive-use exterior areas. Landlord: all other common/shared areas
Landscaping	Landlord responsible for all landscaping, grass cutting, and shrub trimming at its cost

MAINTENANCE & REPAIRS — LANDLORD RESPONSIBILITIES

General Obligation	Landlord maintains entire premises, building, systems, equipment, fixtures, common facilities, parking lots, driveways, and sidewalks in good repair and tenantable condition
Pest Control	Landlord responsible for inspection, prevention, and eradication of vermin, birds, insects (including termites) and repairs of resulting damage

Casualty	Landlord repairs damage from Acts of God, riots, insurrection, fire, vandalism, and other casualties (except damage caused by USPS negligence)
HVAC	Landlord maintains and replaces all HVAC. Must provide min. 68°F heat and max. 78°F cooling in all enclosed areas at all times during appropriate seasons
Plumbing / Hot Water	Landlord maintains boilers and pressure vessels per ASME and NFPA standards; provides required safety certificates
Electrical	Landlord maintains and replaces all electrical/power systems in good working order
Water & Sewer	Landlord maintains all water and sewer systems and replaces as necessary
Paint	Landlord paints all interior/exterior surfaces within 6 months of lease start, then at least every 5 years during the term
Wiring	Landlord maintains all building wiring (CCTV, security, etc.) but may not interfere with USPS telecom or POS equipment
Underground Storage Tanks	Landlord responsible for all UST maintenance, registration, testing, regulatory compliance, remediation, and investigation costs (except negligence of USPS)
Repair Timeframe	Landlord must complete repairs within time period in USPS notice. Failure entitles USPS to perform the work, deduct cost from rent, or terminate the Lease.

MAINTENANCE & ALTERATIONS — USPS RESPONSIBILITIES

USPS-Maintained Items	USPS maintains (if originally installed by USPS): flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, lobby and back-door locks
Alterations	USPS may make alterations, attach fixtures, install signs, and erect structures without Landlord consent, provided not detrimental to other tenants' rights. USPS property may be removed at any time.
Surrender Condition	At expiration, USPS returns premises to "broom clean" condition with USPS-maintained systems in working order; normal wear and tear and element damage excluded

INSURANCE

USPS Insurance	USPS is self-insured under federal law (Federal Tort Claims Act, 39 U.S.C. §409(c)). No commercial insurance required from USPS.
Landlord – Liability	Min. \$2,000,000 per occurrence / \$2,000,000 general aggregate; USPS named as additional insured; insurer must have Best's rating min. A- / financial performance rating 7
Landlord – Property	At least 90% of full replacement value (excluding excavation, footings, foundations); Special Form Causes of Loss

Landlord – Flood/Earthquake	In line with coverage carried by comparable property owners in the vicinity
Certificates	Landlord provides certificate of insurance and premium evidence upon USPS request

ASSIGNMENT & SUBLEASE

By USPS	USPS may sublease or assign with prior written consent of Landlord (not to be unreasonably withheld, conditioned, or delayed). Landlord failure to respond within 30 days = deemed consent.
By Landlord	Landlord may assign rent interest to a bank or financing institution. Any assignment requires written notice to USPS Contracting Officer with copy of instrument and W-9. Unauthorized assignment = grounds for USPS termination.
Sale of Property	Transfer of ownership subject to this Lease. Landlord must deliver notice and Certificate of Transfer of Title within 15 days of transfer. Successor landlord assumes all Landlord duties.

ENVIRONMENTAL / HAZARDOUS CONDITIONS

Landlord Certification	Landlord certifies property is free of environmental contamination, no undisclosed USTs, no ACMs, radon, lead-based paint, or lead piping, to the best of its knowledge as of the Effective Date
Remediation Obligation	If environmental contamination is identified after commencement, Landlord must remediate to extent required by Environmental Laws. USPS Contracting Officer must approve contractor and scope of work.
Landlord Indemnification	Landlord indemnifies USPS from all claims, losses, and damages arising from Environmental Contamination on the Property (except contamination directly caused by USPS negligence)
Disclosure Obligation	Landlord must disclose any newly discovered environmental conditions to USPS within 5 business days of becoming aware

QUIET ENJOYMENT & LANDLORD ACCESS

Quiet Enjoyment	Landlord covenants USPS shall quietly hold and enjoy the Premises for the full term. Material interference lasting more than 24 hours = equitable rent abatement; interference lasting more than 6 months = USPS right to terminate
Landlord Access	Landlord may enter only during normal business hours upon reasonable prior written notice. No inspections during USPS peak season (November 1 – January 31). Emergency after-hours access requires calling 1-877-876-2455 Option 2 first.
Exterior Restrictions	Landlord may not place advertising, murals, decorations, or additional landscaping on exterior walls or near USPS Premises during the Lease term

GOVERNING LAW & DISPUTES

Governing Law	Federal law, including the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109)
Dispute Resolution	All disputes resolved under the Contract Disputes Act. ADR available by mutual consent.
Landlord Claims	Claims over \$100,000 require written certification. USPS Contracting Officer must decide within 60 days.
No Consequential Damages	Neither party liable for consequential, punitive, or special damages under this Lease
Force Majeure	Performance excused for delays due to riots, war, terrorism, fire, flood, earthquake, or other causes beyond a party's control (financial inability does not qualify)
Amendments	Lease may only be modified in writing signed by both parties. USPS on-site employees have no authority to modify the Lease or waive USPS rights.
Waivers	No waiver is effective unless in writing, executed by authorized party

NOTICES

To Landlord	Joshua Barrow 10 David Drive, North Salem, NY 10560-3605 By certified U.S. mail (postage prepaid) or Priority Mail Express
To USPS	Contracting Officer, USPS Facilities Leasing East PO Box 27497, Greensboro, NC 27498-1103 With copy to: Postmaster / Installation Head, 3 Main St, Purdys, NY 10578-9998
Notice Deemed Given	3 days after certified mailing; 1 business day after Priority Mail Express deposit

ATTACHMENTS & RIDERS

Exhibit A	Legal Description — 800 sq ft USPS exclusive rented space at 3 Main St, Purdys, NY 10578
Exhibit B	Parking Area — 2,025 sq ft USPS exterior parking
Exhibit C	Premises Area Measurements: Rentable SF 800; Total Property Site 2,950; Rear Concrete Slab 125; Exterior Parking USPS 2,025
General Conditions	USPS standard General Conditions to USPS Lease (March 2021, 11 pages)
Utilities & Services Rider	Covers heat, electricity, water, sewer, trash, snow, custodial, and landscaping responsibilities
Maintenance Rider – Landlord	Detailed landlord maintenance obligations for all building systems (March 2021, 4 pages)
Maintenance Rider – UST	Underground Storage Tank landlord responsibilities (March 2021, 2 pages)

Statutory Clauses

Incorporates USPS Supplying Principles and Practices clauses: Equal Opportunity, Davis-Bacon, VEVRAA, and related provisions

This abstract is a summary only and is not a substitute for review of the full Lease and all attached Riders and Exhibits.