

1344 U.S. POSTAL SERVICE  
SHORT FORM LEASE

THE UNDERSIGNED, hereinafter called the Lessor, hereby leases to the United States Postal Service, hereinafter called the Postal Service, the premises hereinafter described, pursuant to the terms and Conditions described herein and contained in General Conditions to Short Form Lease, Form 7417-A, attached hereto.

1. LOCATION. The premises are located at:

(Address)	(City)	(County)	(State and ZIP Code)
	Harpersville	Shelby	AL 35078

upon which is or will be located a one story masonry building and which property contains or will contain areas and spaces, improvements and appurtenances as follows:

AREA	DIMENSIONS	NET SQ. FT.	AREA	DIMENSIONS	NET SQ. FT.
FIRST FLOOR	32' x 25'	800	DRIVEWAY	Irregular	
PLATFORM	3' x 4'	12	PARKING & MANEUVERING	Irregular	7500
STORAGE OF VEHICLES (No. of Units)			OTHER (Describe)		

2. TERMS—(in each case two (2) of the following paragraphs, "A", "B" and "C" must be deleted)

A Month-to-Month. This is a month-to-month tenancy for an indefinite period beginning \_\_\_\_\_, 19\_\_\_\_, and may be terminated at any time by either party giving to the other a thirty days' written notice, any such notice given by Lessor to be directed to the Contracting Officer.

B Fixed Term. To have and to hold said premises with their appurtenances for a term of Sixty (60) months beginning June 1, 1986, and ending May 31, 1991.  
(1) The Postal Service may terminate this agreement at any time by giving thirty days' written notice to the Lessor.  
(2) ~~This agreement may be renewed, at the option of the Postal Service, providing that 30 days' written notice is given before the end of the fixed term, for the following separate and consecutive terms and at the following monthly rentals:~~

NO. MONTHS	AT (PER MONTH RENTAL)	NO. MONTHS	AT (PER MONTH RENTAL)	NO. MONTHS	AT (PER MONTH RENTAL)
(a) _____	\$ _____	(b) _____	\$ _____	(c) _____	\$ _____

C Automatic Renewal. To have and to hold the said premises with their appurtenances for a term of one year beginning \_\_\_\_\_, 19\_\_\_\_. Thereafter this agreement shall renew itself from year to year unless thirty days before the end of any annual term the Lessor gives written notice of termination, delivered to the Contracting Officer. The Postal Service may terminate this agreement at any time by giving thirty days' written notice to the Lessor.

3. RENTAL. The Postal Service shall pay the Lessor monthly rental of \$ 115.00 payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to:  
Bill Baker Harpersville, AL Route 1 Box 28

4. Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: Heating, lighting electrical, plumbing and air conditioning system as presently installed; and sewerage service.

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

Attachment A added prior to execution of this instrument

6. The undersigned has completed and attached hereto Forms 7319-B, Representations and Certifications & 7319-C, Representations and Certifications (Business Data)

EXECUTED BY LESSOR 3-4-, 1985

By: Helen J. Baker  
(Signature)  
Bill Baker  
(Print Name & Title)

Identifying No.: SSN : [REDACTED]

Address: Rt. 1 Box 28  
Harpersville, AL 35078  
(City, State and ZIP Code)

(Telephone)

ACCEPTANCE BY POSTAL SERVICE

March 9, 1985  
By: Hugh B. Hicks  
Hugh B. Hicks, Mgr. Real Estate Branch  
Title: Field Real Estate Buildings Office  
(Contracting Officer)

Address: 2245 Perimeter Park Drive  
Atlanta, GA 30341-1391 (404) 221-5243

ATTACHMENT A  
To  
Short Form Lease  
Harpersville, Shelby County, Alabama

Paragraph 5, Other Provisions, continued:

Attachment A, Other Provisions, PS 7417, added  
Attachment B, Reimbursement of Paid taxes PS Form 7419-C, added  
Attachment C, Maintenance Rider, PS Form 7449-F, added

USPS will pay the following metered utility charges:  
Electric, natural gas and water.

If a public sewerage system becomes available, the undersigned agrees to pay all fees and costs involved in connecting the building systems to the public system. The USPS agrees to pay metered utility charges thereafter.

Paragraphs 2A, 2B(inpart) and 2C, PS 7417, deleted.  
Paragraph 3, PS 7417-A, deleted.

William F. Baker Bill Baker March 4<sup>th</sup>, 1985  
Signature Date

ATTACHMENT B

Reimbursement of Paid Taxes Rider

1. The lessor agrees to pay all general real estate taxes levied on the land and buildings hereby demised. Upon final payment of the annual taxes due, the Postal Service will reimburse the lessor for all general real estate taxes applicable to any period of time within the term of this lease. The lessor must pay the general real estate taxes covered herein before any fine, penalty, interest or cost may be imposed for nonpayment, at such time and manner and amount as to obtain any discount allowed by the taxing authority. If the lessor fails to make timely payment, the Postal Service will reimburse the lessor only for the amount originally assessed. The lessor must submit satisfactory proof of payment and correctness of the tax bill with his claim for reimbursement. Presentation of receipted tax bills must be made to the office shown in paragraph 4 of this rider. General real estate taxes are those which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefit to the property, and for the purpose of funding general government services. The lessor must pay all assessments and fees of every kind and nature other than general real estate taxes without reimbursement by the Postal Service.

2. If a part of the general real estate taxes applies to any period prior to the commencement of this lease or subsequent to the expiration of the term of this lease and the remainder of the general real estate taxes applies to the period of time within the term of this lease, the Postal Service will be liable to reimburse the lessor in the aforesaid manner for only that portion of said taxes applying to the period of time within the term of the lease.

3. In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article will be

and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

4. The lessor must furnish the Postal Service copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such notices must be delivered or mailed immediately upon the receipt by the lessor to:

Field Real Estate & Buildings Office  
United States Postal Service  
2245 Perimeter Park Drive - Suite 17  
Atlanta, GA 30341-1391  
Phone: (404) 221-5243

or to such other office as the Postal Service may later direct in writing. The lessor must pay said general real estate taxes under protest when requested to do so by the Postal Service. The Postal Service may contest the validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Postal Service or the name of the lessor or in the names of both. The lessor, upon reasonable notice and request by the Postal Service, must join in any proceedings, but will not be subject for the payment of penalties, costs, or legal expenses in connection with any proceedings brought by the Postal Service, and the Postal Service hereby covenants to indemnify and save harmless the lessor from any such penalties, costs, or expenses. The lessor must cooperate with the Postal Service in any such proceeding and execute any documents or pleadings required for such purpose provided the lessor will be reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate.

## GENERAL CONDITIONS TO SHORT FORM LEASE

1. **Lessor's Successors.** The terms and provisions of this lease and the conditions herein shall bind the Lessor, and his heirs, executors, administrators, successors, and assigns.
2. **Applicable Codes and Ordinances.** The Lessor, 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, at his own expense, to obtain all necessary permits and related items.
3. **Officials Not to Benefit.** (July, 1971) No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
4. **Covenant Against Contingent Fees.** The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commissions, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)
5. **Alterations.** The Postal Service may make alterations, attach fixtures or signs and erect structures in or upon the premises, all of which shall be the property of the Postal Service and, if the Lessor requests, within 30 days before termination of the Lease, the Postal Service will repair promptly or provide the Lessor payment in lieu thereof for any damage caused by its removal of such property.
6. **Examination of Records** (Mar 1978)  
(This clause is applicable only if the total amount of this contract is in excess of \$10,000 and it was entered into by negotiation.)  
(a) The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of any specified time periods for particular records, whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this contract.  
(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of any specified time periods for particular records, whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes: (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
7. **Recording.** This agreement shall be recorded at the expense of the Lessor, upon the request of the Postal Service Contracting Officer, said expense shall include all required fees.
8. **Maintenance; Fitness for Use.** The Lessor shall, except as otherwise specified and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises in good repair and tenantable condition. If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the purposes for which leased. If he fails to make repairs or otherwise restore the premises to tenantable condition within a reasonable time after receipt of notice from the Contracting Officer, the Postal Service shall have the right to perform the work, in contract or otherwise, and withhold the cost thereof from payments due or to become due under this contract. In addition, for any period the premises or any part thereof are unfit for the purposes for which leased, the rental shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable by reason of such condition. Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.  
During the continuance of the lease, the interior of the building, including but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer.  
The Lessor shall designate on Form 7426 emergency maintenance repairmen for electrical, plumbing, heating, ventilating and air conditioning emergencies or other emergencies (window, doors, locks, etc.) that may be called in the event of an emergency situation involving maintenance of the property and/or equipment when the Lessor or his designated agent cannot be contacted within a reasonable time.
9. **Destruction of Premises.** Notwithstanding the provisions of Clause 8, if the premises be destroyed by fire or other casualty, this lease shall immediately terminate.
10. **Notice of Requirement for Certification of Nonsegregated Facilities.** The Lessor is cautioned as follows: By signing the offer, the Lessor will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" included in this solicitation. The certification provides that the Lessor does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a Lessor to agree to the Certification of Nonsegregated Facilities will render his offer ineligible for acceptance if the payments thereunder exceed \$10,000 and the contract is not otherwise exempt from the provisions of the Equal Opportunity clause.



11. **Equal Opportunity.** (The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (4) CFR, ch. 60).)

During the performance of this contract, the Lessor agrees as follows:

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation; or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States

to enter into such litigation to protect the interests of the United States.

12. **Overtime.** (a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensable at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

13. **Health and Safety Standards.** (a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1518).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

14. **Subcontract Provisions.** The Lessor agrees to insert the Overtime clause, the Health and Safety Clause and this Subcontract Provisions clause in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

15. **Assignment of Contract and Claims (May 1972)**

(a) Except as otherwise provided below, neither this contract nor any interest in or claims for moneys due or to become due under this contract, may be transferred or assigned by the Lessor to any other party.

(b) If this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this contract 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 such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. 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: (i) the Contracting Officer; (ii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; and (iii) the disbursing officer, if any, designated in this contract to make payment, and the Contracting Officer has acknowledged the assignment in writing.

(c) The Postal Service may at its discretion recognize a transfer of this contract incidental to the transfer of all of the Lessor's assets or all that part of the Lessor's assets involved in the performance of this contract.

(d) Assignment of this contract or any interest in or claims for moneys due or to become due under this contract other than in accordance with the provisions of this clause shall be grounds for annulment of this contract at the option of the Postal Service. The rights and remedies of the Postal Service under this clause are not exclusive and shall be in addition to any other rights and remedies provided at law or under this contract.

**Mortgagee's Agreement.** If there is now, or will be, a mortgage on the premises, the Lessor shall, if requested to do so, furnish a mortgagee's subordination agreement on Form 7450.

17. **Equipment, Utilities and Services.** Unless otherwise specified herein, the Lessor shall furnish suitable flag staff, proper post office sign and a ten-pound multi-purpose fire extinguisher for all class fires, as well as other equipment as may be specified. He shall keep all such furnished items in good condition, except that the Postal Service shall be responsible for recharging and shell pressure testing the fire extinguisher with the Lessor remaining responsible for repair and replacement.

18. **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.

19. **Lessor Obligations.** The Lessor's obligations in regard to the services provided in the Short Form Lease are further defined as follows:

(a) If fuel is furnished—Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lease.

(b) If heat is furnished—Lessor agrees to maintain uniform heating temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform heating temperature of 65 degrees F. shall be provided in all portions of the demised premises during the continuance of the lease.

(c) If neither fuel nor heat is furnished—Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease.

(d) If light is furnished—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and during the continuance of the lease shall provide and install all needed replacement parts including, but not limited to, necessary fluorescent tubes and incandescent lamps, as well as paying all lighting bills.

(e) If light is not furnished and fluorescent lights are used—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed.

(f) If power is furnished—Lessor agrees to furnish and pay for all power during continuance of the lease.

(g) If water is furnished—Lessor agrees to furnish and pay for all water during continuance of the lease.

(h) If sewerage service is furnished—Lessor agrees to furnish and pay for sewage service during continuance of the lease.

(i) If air conditioning equipment is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.

(j) If air conditioning is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment, together with power, water and other services for its operation.

20. **Payment for Labor and Material.** If the Lessor is required to furnish a Labor and Material Payment Bond, Form 7414-E, in connection with this Lease, he agrees to post at the job site in a prominent place, a photostat or certified copy of Form 7414-E, where it can easily be seen by all persons who have furnished, or have been requested to furnish labor, material, or both, used or reasonably required for use in the performance of this Lease.

21. **Clean Air and Water (July 1975)** (Applicable only if (i) offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)

The Contractor agrees as follows:

(a) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, and all regulations and guidelines issued thereunder.

(b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded, unless and until the EPA removes the name of such facility from such listing.

(c) To notify promptly the Contracting Officer of receipt of any communication from the EPA indicating that any facility proposed for or in use under this contract is under consideration to be listed on the EPA *List of Violating Facilities*.

(d) To insert the substance (i) of any Clean Air and Water Certification contained in this solicitation and (ii) of the provisions of this clause into every nonexempt subcontract, including this paragraph, and to take such steps as the Postal Service may direct as a means of enforcing these provisions.

(e) That in the event the Contractor fails to comply with all the above requirements, his right to perform may be canceled, terminated for default, or suspended for such failure, in whole or in part.

*(Environmental Protection Agency regulations implementing the provisions for listing prescribed by the referenced statutes may be found at 40 CFR Part 15.)*

22. The attached Maintenance Rider is incorporated in and made a part hereof to the conditions. The provisions of this rider supersede and take precedence over all other references to maintenance in the General Conditions.

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ATTACHMENT C

MAINTENANCE RIDER



(a) The term "demised premises" as used in this section includes the premises themselves, the improvements and appurtenances to such premises, all equipment and fixtures furnished or to be furnished by the lessor under this lease, and all common or joint use areas that are part of this lease.

(b) The Postal Service shall be responsible for ordinary repairs to and maintenance of the demised premises except for those repairs that are specifically made the responsibility of the lessor in this lease. The Postal Service's responsibilities as stated herein shall be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

(c) The lessor shall be responsible for:

(1) repairs to all common or joint use areas that may be included as part of this lease agreement;

(2) all structural repairs to the demised premises: Structural repairs as used in this subsection shall be limited to the foundation, bearing walls, floors (*not including floor covering*), column supports and all parts of the roof system (*including, but not limited to, roof covering, flashing and insulation*);

(3) repairs resulting from Acts of God or of a public enemy;

(4) repairs resulting from defects in building construction or installation of equipment, fixtures or appurtenances furnished by the lessor;

(5) repairs resulting from fire or other casualties unless such casualties were caused by the acts or negligence of employees or agents of the Postal Service;

(6) any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the lessor is responsible;

(d) When the need arises for repairs which are the responsibility of the lessor, the Postal Service shall (*except in emergencies*) give the lessor written notice of the needed repair and shall specify a reasonable deadline for completion of the work. A copy of such notice shall also be sent by certified or registered mail to Lessor's mortgagee and assignee of monies due or to become due pursuant to this lease. These names will have been furnished to the Postal Service by the lessor. If none of these parties (*lessor, mortgagee or assignee*) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (*or any extension thereof granted at the sole discretion of the Postal Service*) or actually fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost of such work from payments due under this lease. Alternatively, the Postal Service may at its sole discretion, 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.

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STATE OF GEORGIA )  
 )  
COUNTY OF DEKALB )

Personally appeared before me, Hugh B. Hicks, who being by  
me first duly sworn, states that he is the Manager, Real  
Estate Branch, Field Real Estate and Buildings Office of the  
United States Postal Service, Atlanta, Georgia, and that he  
executed the foregoing and attached instrument and that said  
instrument was signed by him on behalf of the United States  
Postal Service by its authority duly given. The said Hugh  
B. Hicks acknowledged said writing to be the act and deed  
of the United States Postal Service.

WITNESS my hand and Notarial Seal, in the County and State  
aforesaid, this 9<sup>th</sup> day of March, 19 85.



J. Orsborn  
Notary Public  
State of Georgia at Large

My Commission Expires: 01-03-88

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# FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of Alabama }  
 County of Shelby } SS:

Personally appeared before me, a Notary Public in and for the County and State aforesaid, Helen  
J. Baker and Bill Baker who is known to me to be  
 the same person who executed the foregoing lease, and who acknowledged that he signed, sealed, and delivered  
 the same as his free and voluntary act for the uses and purposes therein set forth.

And on the same day also voluntarily appeared before me Helen Baker,  
 wife of the said Bill Baker to me well known as the person

signing said lease, and in the absence of \_\_\_\_\_,  
 said \_\_\_\_\_ declared that she had of her own free will signed and sealed  
 the foregoing lease for the purposes therein contained and set forth, including the release of homestead and dower  
 therein, of which she had full knowledge, without compulsion or undue influence of her said husband.

Witness my hand and notarial seal, in the County and State aforesaid, this 4th day of

March, 1985.

Wilma S. Finn  
 Notary Public



My commission expires Dec 1, 1987

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED

1985 MAR 27 AM 9:37

Thomas A. Anderson, Jr.  
 JUDGE OF PROBATE

Rec'd tax - 700  
Rec. 2000  
Ad. 100  
2800

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