

4365

Exception to SF-2  
Approved by Bureau of the Budget  
April 1, 1959

POST OFFICE DEPARTMENT

LEASE

1. This LEASE, made and entered into this 19<sup>th</sup> day of May, 1962 by and between **N. K. Waites and Elsie Waites, his wife**

whose address is **Harpersville, Alabama**

for **themselves and their** heirs, executors, administrators, successors, and assigns, hereafter called the Lessor, and the UNITED STATES of America hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

**A brick and cement block building providing about 1,500 square feet of inside space; a mailing platform of about 144 square feet; exclusive use of paved driveway of about 668 square feet and also exclusive use of paved maneuvering area of about 3,446 square feet on a lot described as follows: Lot 20, Block 10, Glasgow and Israel Survey with dimensions of 50' x 160' in the Town of**

**MOLOA, JEFFERSON COUNTY, ALABAMA**

STATE OF ALABAMA  
SHELBY COUNTY

ACT NO. 769

I hereby certify that no Dead Tax has been collected on this instrument.

*Conrad H. Fowler*

Judge of Probate

**"TAX EXEMPT"**

to be used for postal purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning February 8, 1962 and ending with February 7, 1972.

4. The government shall pay the Lessor an annual rental of: Two Thousand One Hundred Dollars (\$) 2,100.00 payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

5. This lease may be renewed, at the option of the Government, for the following separate and consecutive terms and at the following annual rentals:

<u>Five</u>	years at	\$ <u>2,100.00</u>	per annum
<u>Five</u>	years at	\$ <u>2,100.00</u>	per annum
<u>----</u>	years at	\$ <u>-----</u>	per annum
<u>----</u>	years at	\$ <u>-----</u>	per annum
<u>----</u>	years at	\$ <u>-----</u>	per annum
<u>----</u>	years at	\$ <u>-----</u>	per annum
<u>----</u>	years at	\$ <u>-----</u>	per annum

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

6. The Lessor shall furnish to the Government, under the terms of this lease, as part of the rental consideration, the following:

**The lesser shall pay all taxes and shall properly protect all doors and windows according to requirements. The lesser shall furnish lighting fixtures, plumbing and toilet facilities, including septic tank and field, and gas, water and electric meters, all as now installed in the demised premises; heating system of sufficient size and capacity to maintain temperature of 70°F. in all areas based on the design temperature commonly in use in the locality; air conditioning equipment according**

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to requirements, including necessary refrigerant and filter replacements.

and the Lessor shall at Lessor's expense record this lease in the proper recording office.

7. The Lessor shall, unless herein specified to the contrary maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the Lessor under this lease in good repair and tenable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto.

8. The Government 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 such subletting or assignment.

9. The Government 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 Government and may be removed or otherwise disposed of by the Government. Prior to expiration or termination of this lease the Government shall if required by the Lessor by notice in writing sixty days in advance of such expiration or termination, restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

10. (a) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever the Post Office Department shall decide to move the office into a Government-owned building which shall have been provided for it.

(b) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever, in the judgment of the Post Office Department, the growth of the service at that office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Department.

(c) If any building or any part of it on the leased property becomes unfit for use for the purposes leased, the lessor shall put the same in a satisfactory condition, as determined by the Post Office Department, for the purposes leased. If the lessor does not do so with reasonable diligence, the Post Office Department in its discretion may cancel the lease. For any period said building or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the Post Office Department to have been rendered unavailable to the Post Office Department by reason of such condition.

11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The following paragraphs were deleted before execution:

**Clauses (a) and (b) of Paragraph 10.**

13. The following paragraphs were added before execution:

14. It is expressly understood between the parties hereto that the terms and conditions of the certain agreement to lease dated November 18, 1960, and any amendment or modification thereto, furnished by lessor herein and accepted by the Government on December 8, 1960, are made a part of this lease and are to be complied with as though fully set forth herein.



MULGA, JEFFERSON COUNTY, ALABAMA

In connection with the performance of work under this contract, the Lessor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the non-discrimination clause. The Lessor further agrees to insert the foregoing provision in all subcontracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF the parties hereto have signed and sealed these presents as of the date first written above.

SEAL

(Corporate Name)

(A) \_\_\_\_\_ Corporation)  
(State)

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

WITNESSES:

Witnesses:

*Martha B. Janner*

*N. K. Waites*  
N. K. Waites

*Elaine Waites*  
Elaine Waites

WITNESSES:

*Lidney L. Boone*

THE UNITED STATES OF AMERICA

By *H. W. Overton*  
H. W. Overton

Title *Chief, Real Estate Branch*

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of Alabama

County of Jefferson Shelby

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Personally appeared before me, a Notary Public in and for the County and State aforesaid,

H. E. Waites and Elsie Waites, his wife

who are known to me to be the same person who executed the foregoing lease, and who acknowledged that she signed, sealed, and delivered the same as their free and voluntary act for the uses and purposes therein set forth.

And on the same day also voluntarily appeared before me

Elsie Waites, wife

of the said H. E. Waites

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT  
WAS FILED ON 2/13

RECORDED & \$ 6/5 INTG. TAX  
& \$ 162 DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad G. Fowler  
JUDGE OF PROBATE

to me well known as the person signing said lease, and in the absence of

H. E. Waites

husband

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 he had full knowledge, without compulsion or undue influence of H. E. Waites

said husband

Done at Columbiana, in the County and State aforesaid, this

19<sup>th</sup> day of May, 1962

Martha B. Jainer  
Notary Public

My commission expires

8/65