

1773

UNITED STATES POSTAL SERVICE

LEASE

(011970-002)

(HBHicks:ce)

FACILITY NAME: COLUMBIANA, SHELBY CO., AL - MAIN OFFICE 35051-9998

1. This LEASE, made and entered into 10/16/91, by and between WILLIAM L. CUNNINGHAM, JR., herein called the lessor, whose address is:

2233 2nd Ave., North
Birmingham, AL 35203-3832

for Lessor and Lessor's heirs, administrators, successors, and assigns and the United States Postal Service, hereinafter called the Postal Service:

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

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

SEE ATTACHMENT "A" - LEGAL DESCRIPTION

Upon which is a one-story masonry building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQUARE FEET
Net Interior	4,182 SF
Platform/Ramp Area	240 SF
Parking/Maneuvering Area	26,888 SF
Sidewalks	1,857 SF
Landscaped Area	39,916 SF
TOTAL SITE	73,181 SF

Alabama Title Co. Inc.
2233 2nd Ave. No.
Birmingham, AL

3. TO HAVE AND TO HOLD the said premises with their appurtenances:

The term beginning SEPTEMBER 1, 1991 and ending AUGUST 31, 2001, for a total of Ten (10) years.

4. RENTAL. The Postal Service will pay the lessor an annual rental of:

*TWENTY SEVEN THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS & NO/100ths (\$27,155.00)
payable in equal installments at the END of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be made payable to:
(This amount DOES NOT include modifications - see Paragraph 10.

WILLIAM L. CUNNINGHAM, JR.
2233 2ND AVE., NORTH
BIRMINGHAM, AL 35203-3832

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

<u>Renewal Option Term</u>	<u>No. of Years</u>	<u>Per Annum Rental</u>
FIRST	Five (5)	\$29,000.00
SECOND	Five (5)	\$29,000.00
THIRD	Five (5)	FAIR MARKET RENT

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provided that notice be given in writing to the lessor SIXTY (60) days before the end of the original lease term or any renewal term. All other terms and conditions of this lease will remain the same during any renewal term unless stated otherwise herein.

6. The Lessor shall furnish to the Postal Service under the terms of this lease, as part of the rental consideration, the following: Electrical, lighting, heating, air conditioning, ventilating, and plumbing systems, water and sewerage service.

7. U. S. Postal Service to pay all separately metered utility bills, and pay all real estate taxes in accordance with Reimbursement of Paid Taxes Clause.

8. U. S. Postal Service is responsible for maintenance, with the exception of roof and structural maintenance.

9. The undersigned has completed the "Representations and Certifications".

10. Modification of Agreement to Lease, dated 10/16/91, for landscaping and planting as per plans (minus \$2,000 allowance), drainage pipe along Depot St. right-of-way (not shown on plans), and oval dropbox island (3'X5") and a speed bump for \$5,008.29, payable: Equal monthly installments of \$66.18 for 120 months, calculated at 10% per annum.

It is expressly understood between the parties hereto that the terms and conditions the Agreement to Lease executed by WILLIAM L. CUNNINGHAM, JR., and accepted by the Postal Service on DECEMBER 31, 1990, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein.

EXECUTED BY LESSOR this 2nd day of October, 1991.

By: *William L. Cunningham, Jr.* (Signature) _____ (Signature)

Name of Individual(s): WILLIAM L. CUNNINGHAM, JR.

Street Address: 2233 2ND AVE., NORTH

City, State, and ZIP + 4: BIRMINGHAM, AL 35203-3832

Telephone No.: (205) 322-1821

Taxpayer Identification No. or Social Security No.: [REDACTED]

WITNESSES: *Paula A. Slife*
Christy S. Banks

ACCEPTANCE BY THE POSTAL SERVICE

Date: 10/16/91 By: *Robert W. Clark*
(Signature)

Name: Robert W. Clark
Title: Manager, Real Estate Branch, Contracting Officer
Address: FACILITIES SERVICE OFFICE
4000 DEKALB TECHNOLOGY PARKWAY BUILDING 500, SUITE 550
ATLANTA, GA 30340-2799
Telephone: (404) 454-0619

COLUMBIANA, AL - MAIN OFFICE

LEGAL DESCRIPTION

ATTACHMENT "A"

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Commence at the SE corner of the NW 1/4 of NE 1/4, Section 26, Township 21 South, Range 1 West; thence run Westerly along the South boundary line of said NW 1/4 of NE 1/4, a distance of 105.47 feet to the point of intersection of the NE right-of-way line of State Hwy. 70 and centerline of Alabama Gas Corp. pipeline; thence turn an angle of 69°48'36" to the right and run Northwesterly along said pipeline centerline a distance of 36.39 feet to a point in the center of the Old Columbiana-Saginaw Rd.; thence turn an angle of 47°51'31" to the left and run Northwesterly along said road a distance of 53.93 feet to a point on the Southwest boundary line of said Alabama Gas Corp. pipeline; thence turn an angle of 47°51'31" to the right and run Northwesterly along said boundary line a distance of 273.00 feet to a point; thence turn an angle of 20°43'43" to the left and run Northwesterly a distance of 166.00 feet to a #5 rebar marking the point of beginning of the parcel of land herein described; thence continue along the same line of direction for a distance of 84.00 feet to an iron pin found in place; thence turn an angle of 94°50'20" to the right and run Northeasterly a distance of 92.00 feet to an iron pin found in place; thence turn an angle of 74°06'49" to the left and run Northwesterly a distance of 82.42 feet to an iron pipe found in place on the back of curblin of Depot Street; thence turn an angle of 33°48'44" to the left and run Northwesterly along said back of curblin a distance of 30.03 feet to an iron pipe found in place; thence turn an angle of 82°07'39" to the left and run Southwesterly a distance of 539.10 feet to a point on the NE right-of-way line of State Hwy. 70; thence turn an angle of 122°59'00" to the left and run Southeasterly along a curve to the right (concave Southwesterly and having a radius of 2011.23 feet and a central angle of 5°41'59") for an arc distance of 200.07 feet to a point; thence turn an angle of 62°59'48" to the left and run Northeasterly a distance of 308.54 feet to the point of beginning. Said parcel of land is lying in the NW 1/4 of NE 1/4, Section 26, Township 21 South, Range 1 West, Shelby Co., AL. According to the survey of Lewis H. King, Jr.

Also, a non-exclusive easement for ingress and egress described as follows:

Begin at a point on the SW boundary line of Depot Street in Columbiana, AL, being the NW corner of the U.S. Postal Service property, which is also the NE corner of Spartan Foods property and lying in the NW 1/4 of NE 1/4, Section 26, Township 21 South, Range 1 West; thence run Northwesterly along said Depot Street a distance of 25.0 feet to a point; thence turn an angle of 112°54'27" to the left and run in a Southerly direction a distance of 48.39 feet to a point on the common property line between the U.S. Postal Service and Spartan Foods; thence turn an angle of 149°13'12" to the left and run Northeasterly along said common property line a distance of 45.00 feet to the point of beginning.

The above property now known as Lot 3, Spartan Food System, Inc. Subdivision as recorded in Map Book 15, Page 30, in the Office of the Judge of Probate of Shelby Co., AL.

FORM OF ACKNOWLEDGMENT FOR INDIVIDUALS

State of Alabama)
County of Jefferson) SS:

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

William L. Cunningham Jr.
(Identify individual party to the lease)

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
(he)(she)

same as his free and voluntary act for
(his/her)

the uses and purposes therein set forth.

Witness my hand and notarial seal, in the County and State aforesaid, this

2nd day of October, 19 91.

Paula A. Slife
(Notary Public)

(Notarial Seal)

My commission expires 1-19-93

STATE OF GEORGIA
COUNTY OF DEKALB

Personally appeared before me, Robert W. Clark, who being by me first duly sworn, states that he is the Manager of the Real Estate Branch, Facilities Service Office, United States Postal Service, Atlanta, Georgia, and that he executed the foregoing and annexed instrument and that said writing was signed by him in behalf of the United States Postal Service by its authority duly given. The said Robert W. Clark 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 16th day of October 1991.

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Carol A. Elder
Carol A. Elder, Notary Public

My Commission expires: 02/26/95

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED
91 OCT 30 AM 11:54
JUDGE OF PROBATE

1. Deed Tax	\$
2. Mig. Tax	\$
3. Recording Fee	\$ 15.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$
Total	\$ 19.00