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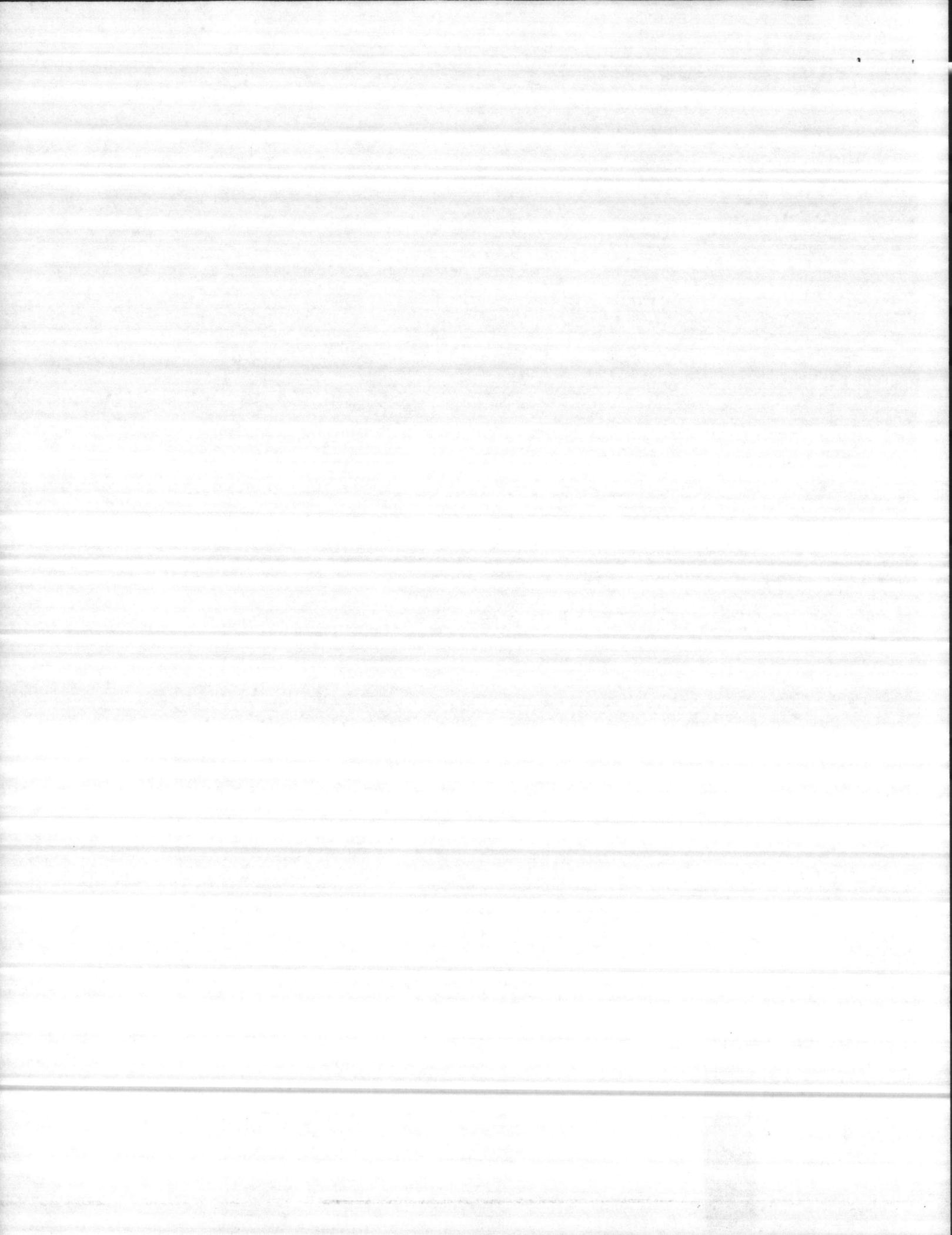
void

LEASE AGREEMENT

between
UNITED STATES POST OFFICE

and

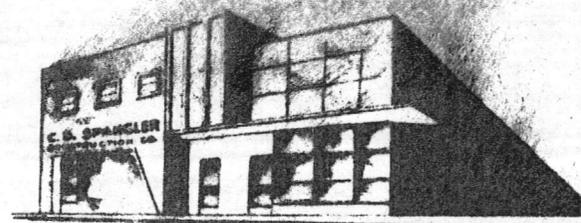
TARAWA TERRACE, INC.



C. D. SPANGLER

Construction Company

CHARLOTTE • NORTH CAROLINA



1028 S. BOULEVARD
PHONE 5-3736
P O BOX 3007

January 20, 1954

THE POSTMASTER GENERAL,
WASHINGTON 25, D. C.

Reference is made to our proposal, dated March 2, 1953, to provide quarters for the proposed TARAWA TERRACE BRANCH of the Jacksonville, North Carolina post office for a term of ten years from the date of occupancy, but not later than 90 days after acceptance of the proposal, at a rental of \$3,600 per annum, including satisfactory water and sewerage service.

The proposal described above was amended under date of October 2, 1953 by reducing the amount of rental from \$3,600 to \$3,000 per annum, including water and sewerage service, with all other terms and conditions of the original proposal remaining the same.

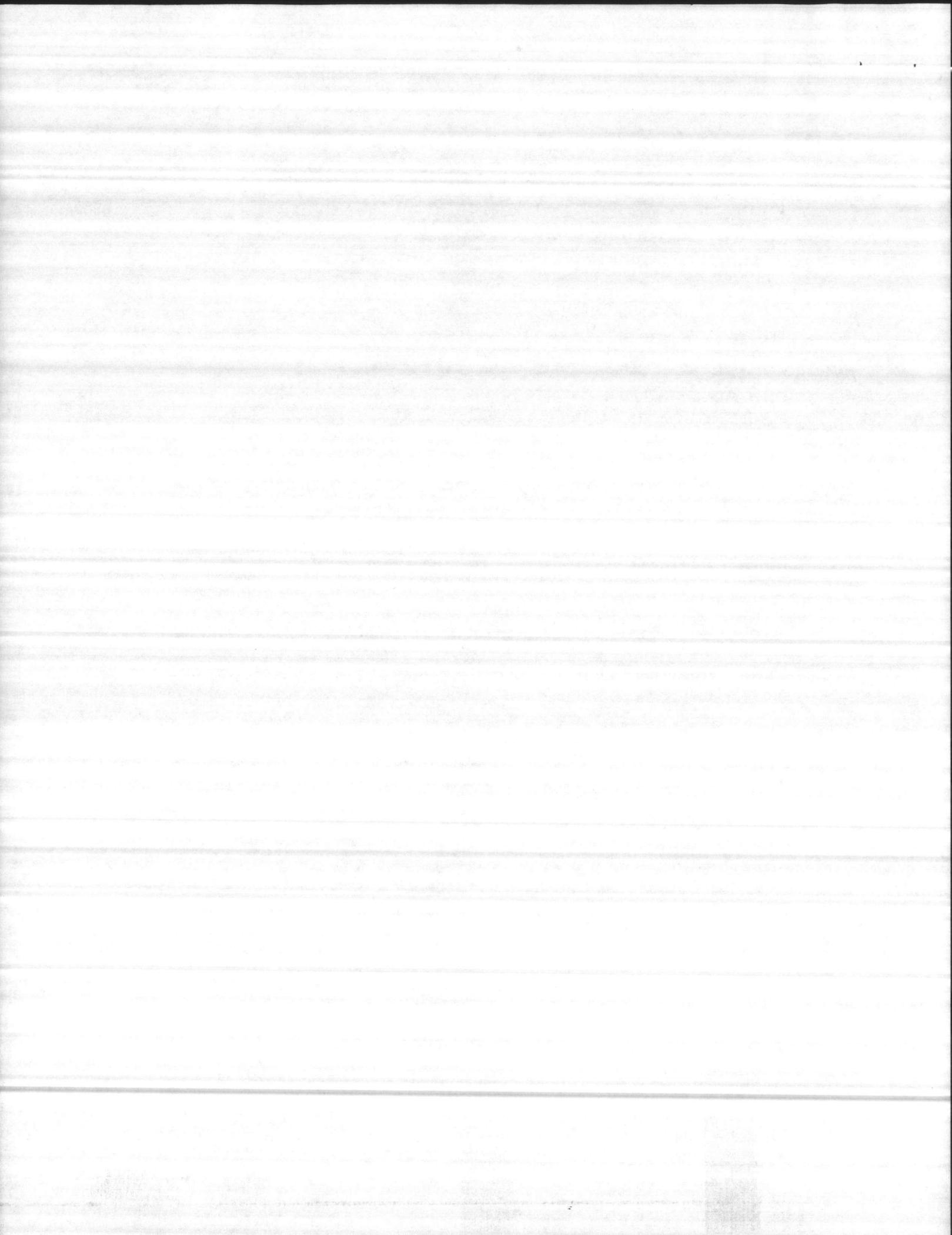
After giving this matter further careful consideration, we hereby agree to amend our proposal further by reducing the amount of rental to \$2,750 per annum, including water and sewerage service, and with all other terms and conditions of original proposal remaining the same, providing the proposal is accepted by the Post Office Department not later than February 10, 1954. It is understood that our proposal as amended by this and previous agreements will expire on February 10, 1954 if not accepted by the Post Office Department by that time, and the property involved will be used for other purposes.

C. D. SPANGLER CONSTRUCTION COMPANY

By:


W. D. Cornwell, Vice President


Lee Wallace, Secretary



QUADRUPLICATE
LEASE

STANDARD FORM NO. 2

APPROVED BY THE PRESIDENT MAY 26, 1923

1449

between

C. D. Spangler Construction Company, Inc.

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this *3rd* day of *September*, in the year one thousand nine hundred and *fifty-four* by and between C. D. Spangler Construction Company, Inc.,

whose address is Post Office Box 3007, Charlotte, North Carolina,

for itself, its ~~successors and assigns~~ successors and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA hereinafter called the Government:

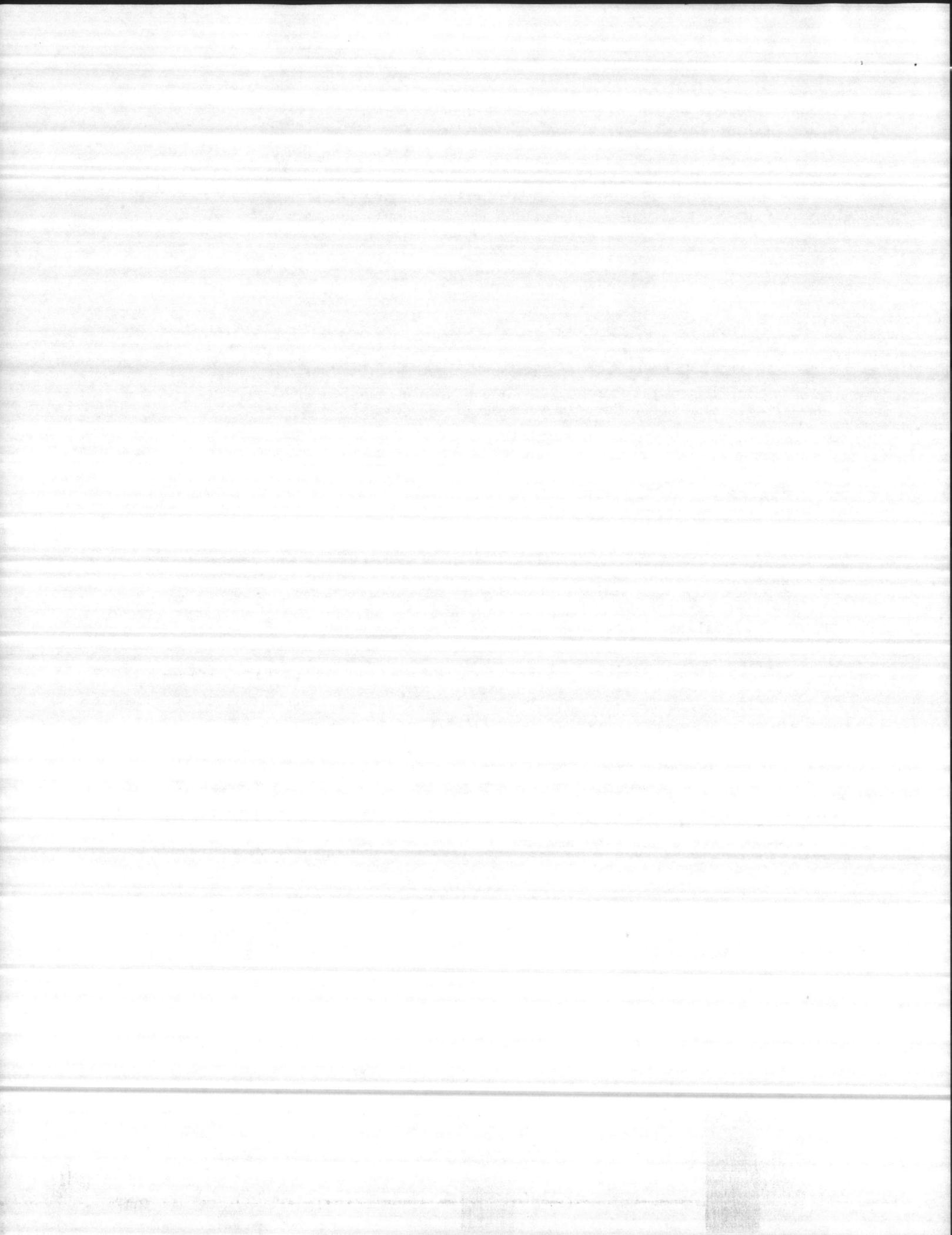
WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following-described premises, viz: All that certain room, 33' x 73', providing 2,439 sq. ft. of floor space, net, inside measurements, on the first floor, platform 8' x 34', providing 272 sq. ft. of space, and joint use of paved trucking and parking area at rear to provide satisfactory accessibility for mails at all times, of the one-story masonry premises, situated on the west side of Bee Jim Boulevard, between Tarawa Boulevard and Inchen street, in

Jacksonville, Onslow County, North Carolina

to be used exclusively for the following purpose: As and for postal purposes in

Jacksonville, Onslow County, North Carolina



3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning **May 10, 1954** and ending with **May 9, 1964 (Ten years in all)**

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

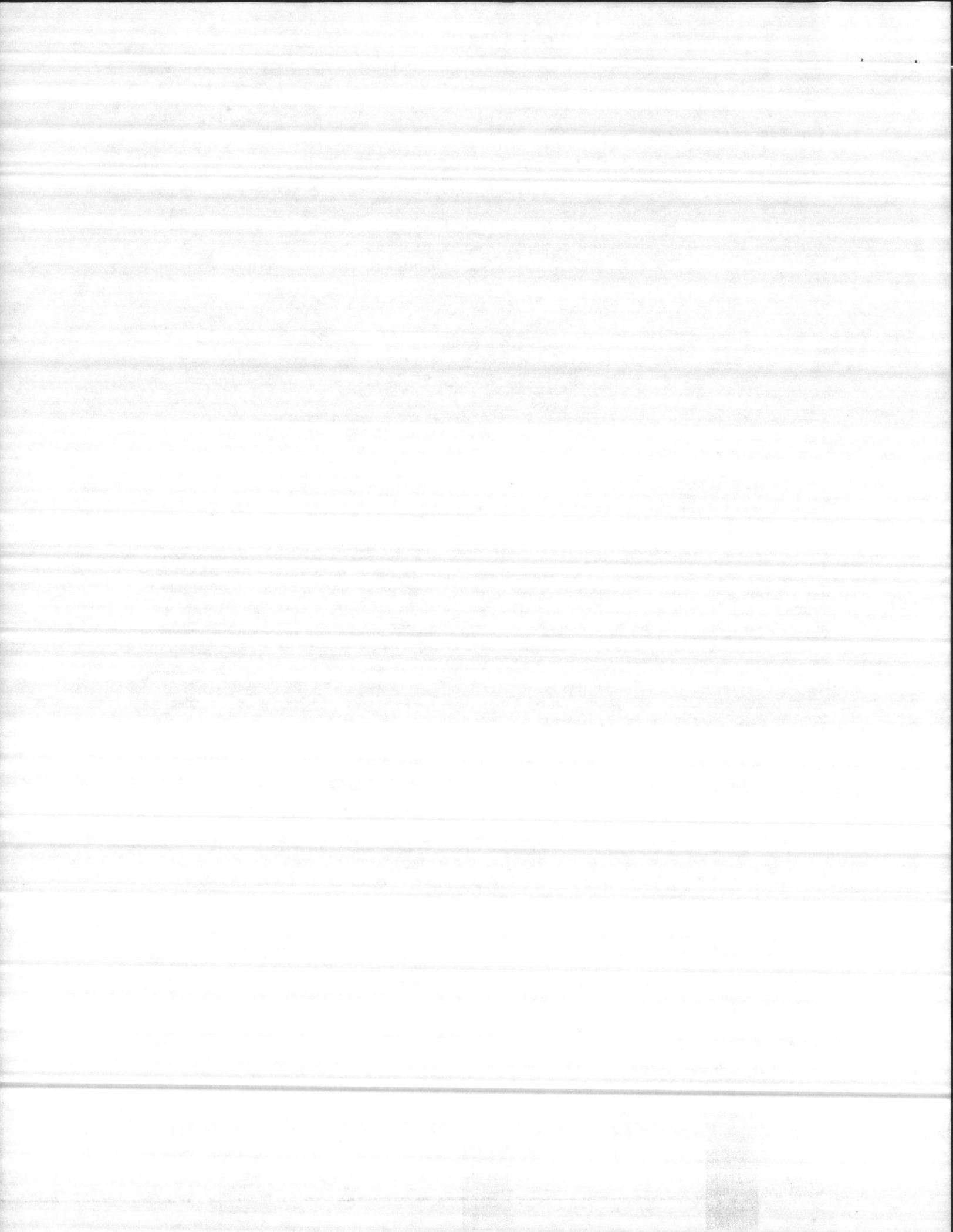
5. This lease may, at the option of the Government, be renewed at a rental of

and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least _____ months before this lease would expire. Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the day of

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following: **The Lessor shall pay all taxes and water rates, and shall have this lease duly recorded, and shall properly protect all windows by security sash and plate glass, and all doors by good locks, according to requirements. The Lessor shall furnish lighting fixtures, plumbing and toilet facilities, and gas, water and electric meters, all as now installed in the demised premises; heating fixtures of sufficient size and capacity to heat the premises to 70 degrees Fahrenheit under any weather conditions; satisfactory water and sewerage service. The Lessor shall keep all items furnished under this paragraph in good repair and proper condition to the satisfaction of the Government, except in case of damage arising from the act or the negligence of the Government's agents or employees.**

7. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, 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 the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, 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 or upon or attached to the said premises shall be and remain the property of the



Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same 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: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

9. The Government shall pay the Lessor for the premises rent at the following rate: ~~Twenty-seven hundred and fifty dollars (\$2,750)~~ **per month.**

Payment shall be made at the end of each ~~month.~~

10. Whenever any building or part of a building ^{under} lease becomes unfit for use as a post office, no rent shall be paid until the same shall be put in a satisfactory condition by the owner thereof for occupation as a post office, or the lease may be canceled, at the option of the Postmaster General.

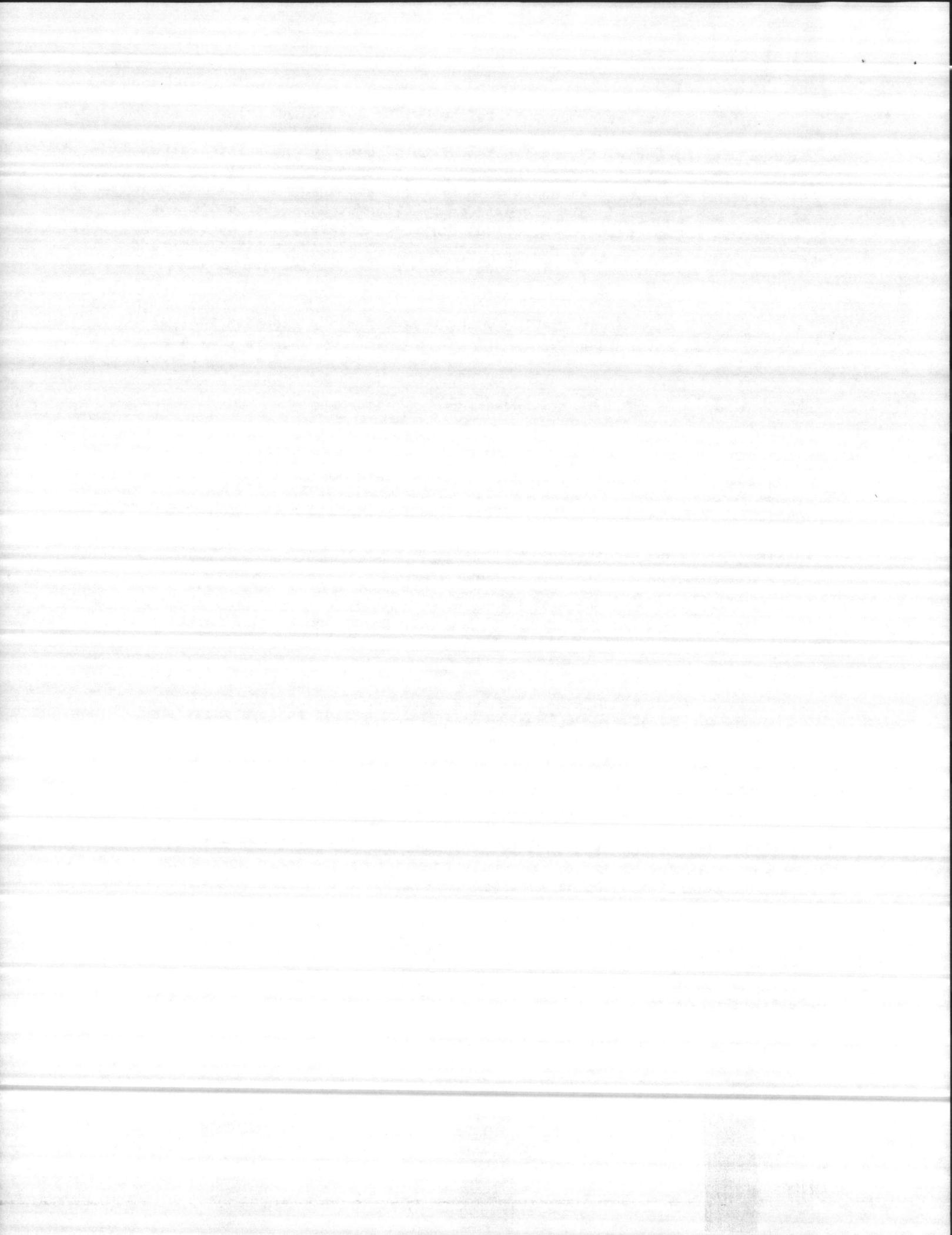
(a) This lease may be terminated upon ninety days' notice in writing to the Lessor ^{and the Post Office Department shall} decide to move the office into a Government-owned building which shall have been provided for it.

(b) This lease may be terminated upon ninety days' notice in writing to the Lessor ^{and the judgment of the 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.

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 contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall include in all subcontracts a provision imposing a like obligation on subcontractors.

(Paragraph 9 and clauses (a) and (b) of Paragraph 10 eliminated before signing)



IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

(Corporate Seal Here
If Corporation)

: C. D. Spangler Construction Co., Inc., (SEAL)

: *C. D. Spangler* (SEAL)

Lessor sign here

..... (SEAL)

..... President (SEAL)

: *W. L. ...* (SEAL)

..... Vice President (SEAL)

..... (SEAL)

Lessor.

(Two Witnesses required to signature of Lessor)

1. *...*

2. *...*

This space
is for the Post Office
Department Seal

(Annual Rental, \$ 2,750.00)

THE UNITED STATES OF AMERICA

By... *William ...*
Acting Assistant Postmaster General

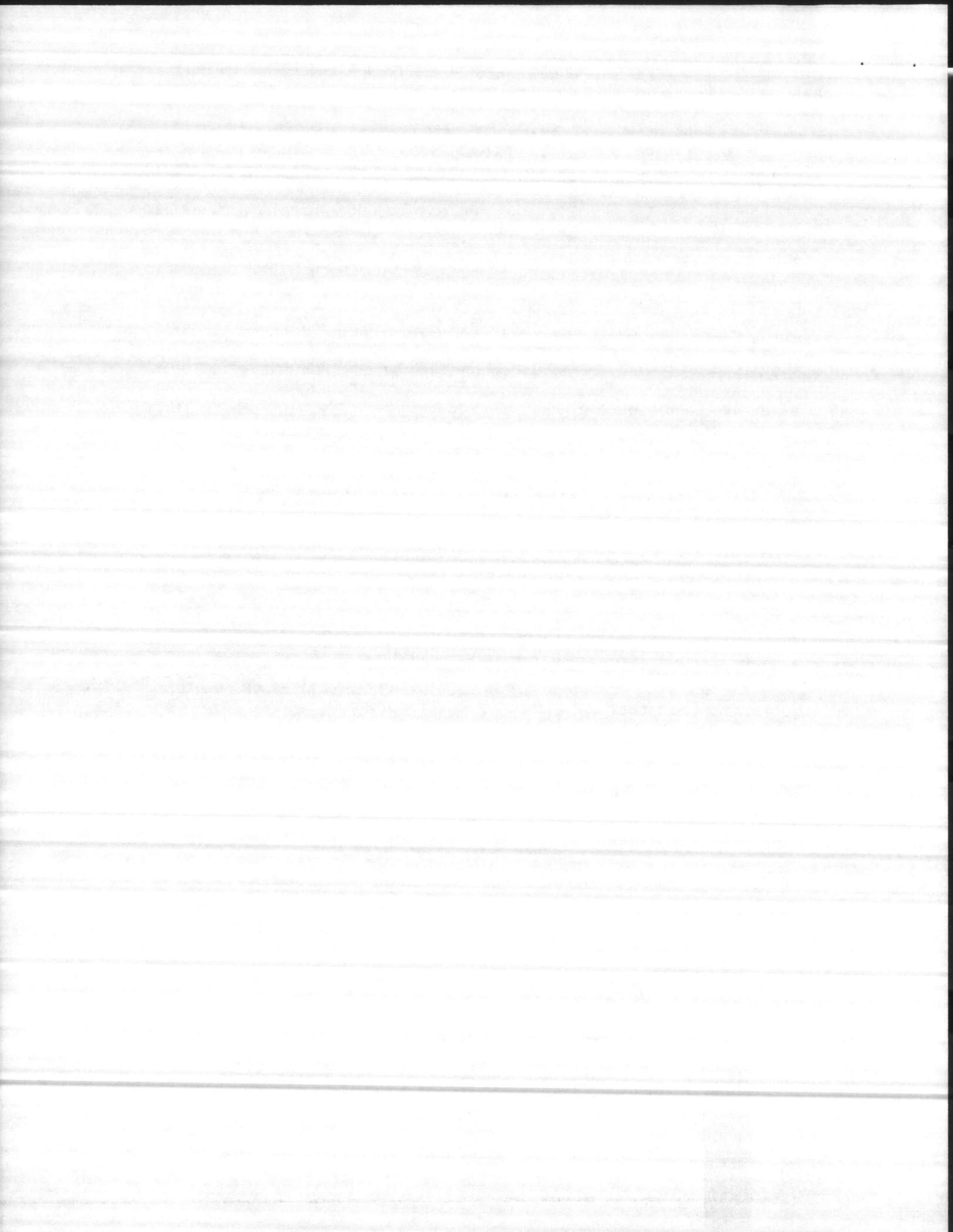
(Witness to signature of Assistant Postmaster General)

..... *W. E. Harrison*

Approved as to legality.

J. H. ...
Solicitor for the Post Office Department
WFL

Office Department



FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF North Carolina
COUNTY OF Mecklenburg ss:

Personally appeared before me, a notary public in and for the county and State aforesaid,

C. B. Spangler
and W. D. Carroll who are known to me to be the
President and Vice President of the C. B. Spangler
Construction Company, Inc. and

to be the same persons who executed the foregoing lease, who depose and say that they know
the seal of the said corporation, that the seal affixed to the above instrument is the seal of said cor-
poration, and that it was affixed, and that they signed their name thereto, by authority of
the said corporation, for the purposes set forth, and as their own free and voluntary act.

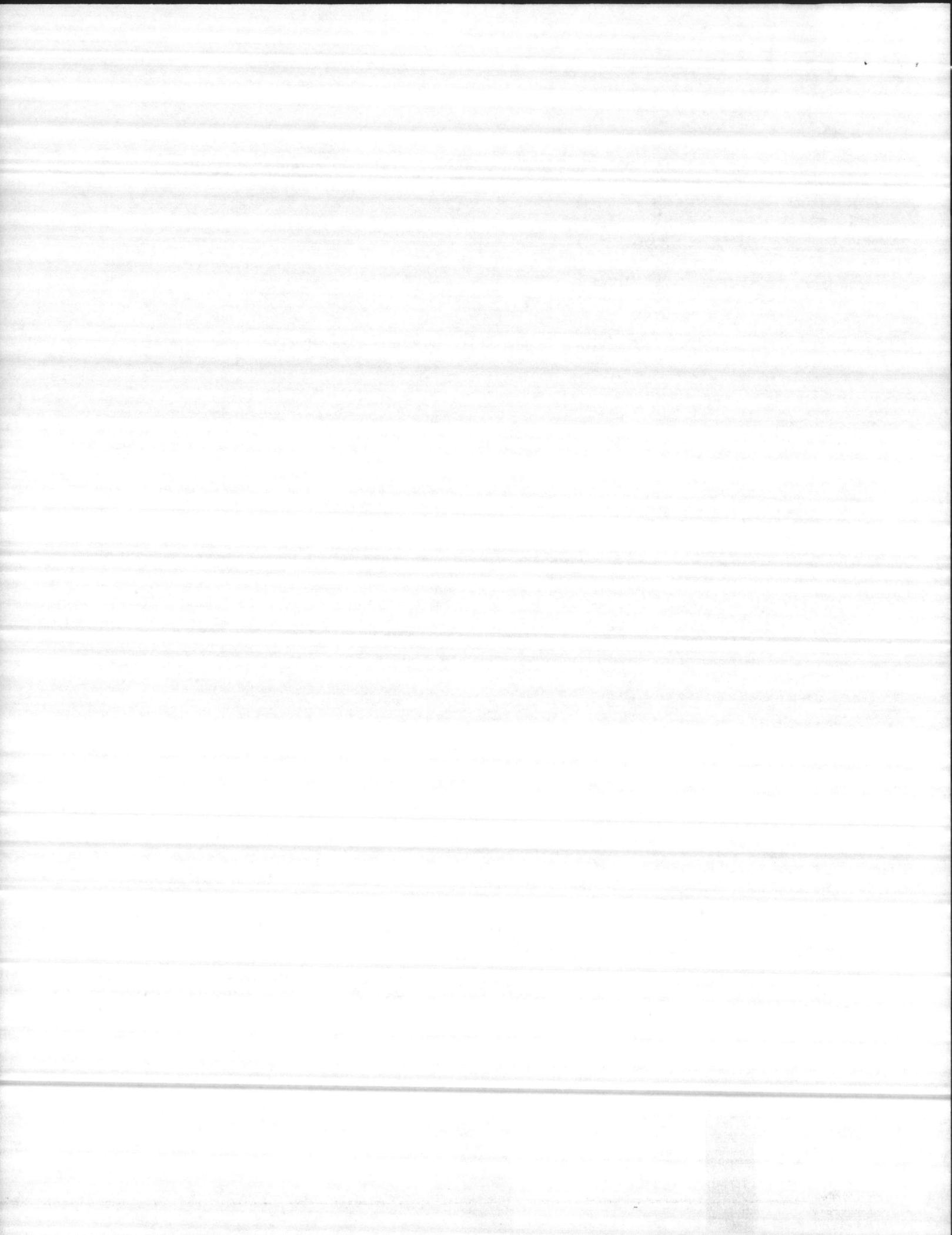
Done at Charlotte, NC, in the county and State aforesaid, this 3rd
day of September, 1954

[NOTARIAL
SEAL]

H. W. Byers, Jr.
Notary Public

My commission expires 11-4-55

NOTE.—If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."



Post Office Department

LEASE

FOR

POST OFFICE QUARTERS

Post Office Jacksonville, North Carolina

Terrace Terrace Street

Lessor Co. D. Spangler Construction Co., Inc.

Date 9-3-54

Term Ten years.

Beginning May 10, 1954

Rent: \$ 2,750.00 per annum.

Lease includes: Heating and lighting fixtures; plumbing and toilet facilities; water, water and sewerage service.

Filed for registration 11 o'clock
A.M. Sept. 30 19 54
and registered in the office of the Register
of Deeds for Onslow County, in Book 252
Page 99 Sept. 30 19 54
Mildred M. Thomas
Register of Deeds

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate of J.W. Byers, Jr.
Notary Public of Mendenhall County is adjudged
to be correct and sufficient. Let the instrument together
with certificate be registered.

Witness my hand and seal this 3 day of Sept 19 54

Wm. C. Phillips
Clerk Superior Court

