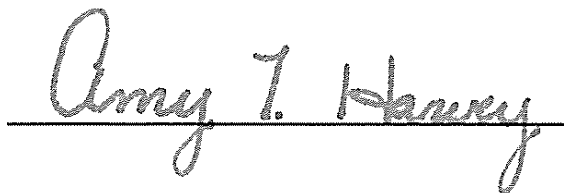


I, Amy T. Harvey, Deputy Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2021-04-07/R-7) adopted by the Chapel Hill Town Council on April 7, 2021.

This the 7th day of April, 2021.

A handwritten signature in cursive script that reads "Amy T. Harvey". The signature is written in black ink and is positioned above a solid horizontal line.

Amy T. Harvey
Deputy Town Clerk



A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXTEND AND AMEND A LEASE WITH THE UNITED STATES POSTAL SERVICE AT 179 EAST FRANKLIN STREET (2021-04-07/R-7)

WHEREAS, the Town wishes to proceed with a May closing on the Wallace Deck property; and

WHEREAS, during due-diligence the Town discovered lease restrictions related to the USPS lease on the Courthouse property adjacent to the Wallace Deck which would have impacted the future use of the Wallace Deck, and

WHEREAS, amending the lease is required to proceed with closing.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager to amend and extend the lease with the United States Postal Service at 179 East Franklin Street.

This the 7th day of April, 2021.



Lease Amendment

Facility Name/Location

FRANKLIN STREET STA (361376-003)
179 E FRANKLIN ST, CHAPEL HILL, NC 27514-3647

Amendment No: 001

Lease: Q90000430096

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/17/2014, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective

See Addendum

In all other respects, the Lease shall remain the same and is hereby confirmed.

Facility Name/Location
FRANKLIN STREET STA (361376-003)
179 E FRANKLIN ST, CHAPEL HILL, NC 27514-3647

County: ORANGE
Lease: Q90000430096

1. Page 2, Section 4: RENEWAL OPTIONS of the current Lease states the renewal option as follows:

Effective Date	Expiration Date	Per annum Rental
08/15/2019	08/14/2024	\$16,692.00

Both parties hereby agree to amend Page 2, Section 4: RENEWAL OPTIONS as follows:

Effective Date	Expiration Date	Per annum Rental
08/15/2019	08/14/2024	\$16,692.00
08/15/2024	08/14/2029	\$19,195.00

provided that notice is sent, in writing, to the Landlord at least 1 day before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

In all other respects, the Lease shall remain the same and is hereby confirmed.



Lease Amendment

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: THE TOWN OF CHAPEL HILL

_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title

Landlord's Address: THE TOWN OF CHAPEL HILL
ATTN JOHN NEWARK
405 MARTIN LUTHER KING JR BLVD

CHAPEL HILL, NC Zip+427514-5705

Landlord's Telephone Number(s): (919) 969 - 5120 (919) 969 - 2003

Federal Tax Identification No.: XX-XXX1199

Witness #1 Witness #2

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Paul S Frye _____
Contracting Officer Signature of Contracting Officer

FACILITIES REAL ESTATE PO Box 27497, GREENSBORO, NC 27498-1103
Address of Contracting Officer