

Facility Name/Location  
**ALABASTER - MAIN OFFICE (010105-003)**  
 \*\*\* ALABASTER, AL 35007-9998

**SHELBY COUNTY**  
**Project: H03654**

This LEASE, made and entered into by and between Hampshire Investments, LLC hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 9, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

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

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	13,428	Joint Use/Common Areas:	
Platform	3,162		
Parking and Maneuvering	51,259		
Other:			
Driveway			
Landscaping	83,860		
Sidewalks			

Total Site Area: 152,331

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$ 218,952.15  
Two Hundred Eighteen Thousand Nine Hundred-Fifty-Two Dollars & Fifteen Cents  
 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 disbursed as follows:

payable to: See Novation Agreement  
Hampshire Investments, LLC  
5711 Old Harding Pike, Suite 8  
Nashville, Tennessee 37205  
Carbone Properties of Alabaster LLC  
5885 Landerbrook Dr., #100  
Cleveland, OH 44124-4031

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

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

FIXED TERM: The term beginning 01/27/2000 and ending 01/26/2020 for a total of 20 years. (Dates to be inserted by the Contracting Officer in accordance with the Construction Rider.)

**Inst # 2000-05197**

**02/18/2000-05197**  
**01:34 PM CERTIFIED**

**SHELBY COUNTY JUDGE OF PROBATE**

**007 HNS 24.50**

4. **RENEWAL OPTIONS:** 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:

RENEWAL OPTION	TERM NO. OF YEARS	PER ANNUM RENTAL
<u>1st</u>	<u>5 years</u>	<u>\$259,954.92</u>
<u>2nd</u>	<u>5 years</u>	<u>\$259,954.92</u>

provided that notice is sent, in writing, to the Lessor at least 30 days 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.

5. **TERMINATION:** None.

6. **UTILITIES, SERVICES, AND EQUIPMENT:** Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment (See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.) Heating System, Air Conditioning Equipment, Light Fixtures, Sewerage System, Electrical System, Water System, U. S. Postal Service shall be responsible for payment of separately metered utility bills.

7. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:  
Construction Rider (C-1), Maintenance Rider - USPS up to \$250 (M-1), Reimbursement Tax Rider (T-1), Purchase Option Rider (P-1).

8. The undersigned has completed the 'Representations and Certifications.' (See Section B).

9. **LEGAL DESCRIPTION:**

THIS MUST BE INCLUDED WITH YOUR PROPOSAL!!

Land located at the intersection of Keystone Drive and Alabama Highway 119.

No existing legal description is available but will be created when final lease documents are signed.

See attached preliminary site plan and plat.

In Consideration of the execution of the lease and of the mutual covenants and agreements set forth herein, the lessor of the property described in the lease, (hereinafter referred to as Seller) agrees to sell and convey to the U.S. Postal Service and its assigns, at the price and time set forth below, the fee simple title to the land described in the lease, with the buildings and improvements thereon, located in the city, county, and state described in the lease. Title will be transferred subject to the following rights outstanding in third parties:

OFFEROR MUST SUBMIT A FIXED PURCHASE PRICE FOR THE FOLLOWING INTERVALS.

The statement "Fair Market Value" is unacceptable.

The purchase price shall be:

1). At the end of the completion of construction:	\$ 2,675,935.00
2). At the end of the first full year of occupancy:	\$ 2,686,375.00
3). At the end of 3 years:	\$ 2,507,498.00
4). At the end of 10 years:	\$ 2,153,154.00
5). At the end of 15 years:	\$ 1,631,920.51
6). At the end of 20 years:	\$ 1,250,000.00
7). At the end of 25 years:	\$ -----
8). At the end of 30 years:	\$ -----

The Postal Service will give the Seller notice of election to purchase at least six months in advance of the respective times set forth above. Upon said notice by the Postal Service, this purchase agreement is effective and binding on the parties.

The terms and conditions of this agreements are as follows:

1. The purchase price set forth in this Option to Purchase Rider is payable after approval by the Postal Service of the Seller's title and execution and delivery by the Seller of a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States Postal Service and its assigns in fee simple. Conveyance of title must be free and clear from all liens and encumbrances, except those specifically excepted or reserved in the lease, together with all right, title, and interest of the Seller to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.
2. It is agreed that the Postal Service will pay the expenses incident to the preparation and recordation of the deed to the Postal Service and for procurement of the title evidence, deemed necessary by the Postal Service.
3. The Seller agrees that all taxes, assessments, and encumbrances, which are valid liens against the land at the time of conveyance to the Postal Service, must be satisfied of record by the Seller at or before the transfer of title. The Seller will, at the request of the Postal Service and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the Postal Service and obtain and record such curative evidence of title as may be required by the Postal Service. If the Seller fails to satisfy any such liens or to secure such curative evidence as required, the Postal Service may pay said liens and cure such defects and deduct from the purchase price any costs incurred. The Seller agrees to take all actions necessary, in a diligent manner, to effect transfer of title in accordance with the terms of this agreement.
4. The Seller agrees that loss or damage to the property by fire or acts of God are at the risk of the Seller until the title to the land and deed have been accepted by the Postal Service through its duly authorized representative. In the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of title, or the Postal Service may elect to accept conveyance of title to such property, in which case there must be an equitable adjustment of the purchase price.
5. The Seller's spouse, if any, agrees to join in any deed to the Postal Service and to execute any instrument necessary to convey any separate or community estate or interest in the subject property to the Postal Service. The spouse also agrees to relinquish and release any dower, curtesy, homestead, or other rights or interests therein.
6. The terms and conditions of this agreement apply to and bind the heirs, executors, administrators, successors, and assigns of the Seller.
7. All terms and conditions with respect to this agreement are expressly contained herein. The Seller agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this agreement not expressly contained herein.
8. The terms and conditions of the lease in effect at the time of the exercise of the option to purchase by the Postal Service will remain in effect until closing of the purchase, whether or not the original term of the lease or renewal option period has expired. If, for any reason, the sale cannot be consummated, the notice of election to purchase will, at the sole option of the Postal Service, be deemed a timely notice to renew within the terms of the lease.



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SURVCONN

PAGE 02

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Joseph E. Conn, Jr. Registered Land Surveyor, State of Alabama, hereby certify that this is a true and correct legal description of a 3.5 acre parcel of land on Alabama Highway No. 119 in Alabaster, Alabama. Property belongs to Mike Kent (Kent Farms. Douglas Kent) and was surveyed as a possible future Post Office Site for the City of Alabaster, Alabama. The correct legal description being as follows:

Commence at the southwest corner of Section 11, Township 21 south, Range 3 west, Alabaster, Shelby County, Alabama and run thence easterly along the south line of said Section 11 a distance of 1,600.69' to a point on the east side of Alabama Highway No. 119; Thence turn an angle of 65 degrees 48 minutes 59 seconds to the left and run northeasterly fifty feet east of and parallel with the future right of way of Alabama Highway 119 a distance of 803.19' to a steel pin corner and the POINT OF BEGINNING of the property being described; Thence continue along last described course 325.00' to a steel pin corner; Thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run southeasterly a distance of 469.11' to a steel pin corner; Thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run southwesterly a distance of 325.00' to a steel pin corner; Thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run a distance of 469.11' to the point of beginning, containing 3.50 acres

According to my survey of July 29, 1997

  
Joseph E. Conn, Jr. Alabama Registered PLS NO. # 9049

NOTE: Property is a rectangle 325.00' along and parallel with Highway 119 and is 469.11' deep. A fifty foot wide parallel access road is planned for the area between the future east right of way line of highway 119 and the west line of just described property. A future street is also planned for the area along the north side of just described property. Accordingly this property will have a paved and guttered street along it's north and west side. A traffic light is also planned for the intersection of highway 119 and the north street just mentioned. Attention should be given to the fact that this statement represents planning and is not a confirmed agreement between any of the interested parties.





Lease

EXECUTED BY LESSOR this 12th day of March, 1997

PARTNERSHIP

Kenneth D. Sheesley

Print Name & Title

Kenneth D. Sheesley  
Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: Hampshire Investments, LLC  
5711 Old Harding Pike, Suite 8  
Nashville, Tennessee 37205  
Telephone No: (615) 353-5099  
Taxpayer ID: 62-1646840

SEE NOVATION AGREEMENT:

Carbone Properties of Alabaster, LLC  
5885 Landerbrook Dr., #100  
Cleveland, OH 44124-4031  
PHONE: 440/339-6750  
TAX ID #34-1379012

Witness

Judy Haugler

Witness

Michael Pinner

ACCEPTANCE BY THE POSTAL SERVICE

Date: September 12, 1997

Robert T. Wilkes, Jr.

Manager, Real Estate

Contracting Officer

Robert T. Wilkes Jr.  
Signature of Contracting Officer

ATLANTA FSO

4000 DEKALB TECH PKWY 300

ATLANTA GA 30340-2799

Address of Contracting Officer



Form of Acknowledgment for  
Partnership

STATE OF Tennessee

COUNTY OF Davidson

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

Hampshire Investments, LLC

(Partnership Name)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

who is known to me to be the same person(s) who executed the foregoing lease, and who acknowledged that said person(s) signed, sealed and delivered the same as said person(s)'s free and voluntary act for the uses and purposes therein set forth.

Witness my hand and notarial seal, in the County and State aforesaid,  
this 12th day of March, 1997.

NOTARIAL  
SEAL

Judy Traugher  
Notary Public

My commission expires Nov 25, 2000

**U.S. POSTAL SERVICE**

**Facilities Department**

**Form of Acknowledgment for Contracting Officer**



STATE OF GEORGIA

SS:

COUNTY/PARISH OF DEKALB

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

ROBERT T. WILKES, JR.  
(Identify individual party to the lease)

known to be the

Contracting Officer  
Facilities Service Office, USPS  
Bldg 300 - Suite 300  
4000 DeKalb Technology Parkway  
Atlanta GA 30340-2799

and to be the same person who executed the foregoing Lease, who deposes and says that he signed his name thereto, by authority of said Postal Service, for the purposes set forth, and as his own free and voluntary act.

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

this 12th day of September, 1997.

NOTARIAL  
SEAL

*Carol E. Gleaton*

Carol E. Gleaton  
Notary Public

My commission expires February 16, 1999.

Inst # 2000-05197

02/18/2000-05197  
01:34 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

007 WMS 24.50