

**U.S. Postal Service
Facilities Department
Lease**



Unit/Post Office Name & Address: MAIN OFFICE -
HARPERSVILLE, AL 35078-9998 SHELBY COUNTY

This LEASE, made and entered into by and between McDaniel Investments, Inc.
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.

Inst # 1994-09785

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

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	2,343	Joint/Common Use Areas:	
Platform	240	_____	
Parking & Maneuvering	12,804	_____	
Other:			
Driveway			
Landscaping	33,374.05		
Sidewalks	1,083		

Total Site Area	50,061.05		

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: * ~~\$ 27,773.00~~
SEE PARAGRAPH 10 FOR CORRECT RENTAL RATES.
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 McDaniel Investments, Inc.
P. O. Box 730
Jonesboro, AR 72403

unless the Contracting Officer is notified, in writing, of any change in payee or addressee 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 02/23/94 ^{Inst # 1994-09785} and ending 02/22/2009
for a total of 15 years.

(See Para. 3 of the Construction Rider).

03/25/1994-09785
10:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

0061 MCD 284.00

U.S. Postal Service
Facilities Department
Lease



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HARPERSVILLE, AL 35078-9998

SHELBY COUNTY

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
First	5	*\$ 36,808.00 *SEE PARAGRAPH 10 FOR
Second	5	*\$ 41,408.00 CORRECT RENTAL RATES.
Third	5	*\$ 47,618.00

provided that notice is sent, in writing, to the Lessor at least 60 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.

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, Maintenance Rider - Lessor,
U.S. Postal Service shall be responsible for payment of separately metered utilities.

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

9. LEGAL DESCRIPTION:
See Attachment "A" - Legal Description.

10. Acceptance of this Lease is based on offeror's letter dated July 20, 1993, wherein he changes his rental as follows;

Basic 15 year term:	\$27,079.00
1st 5-yr renewal:	\$35,906.00
2nd 5-yr renewal:	\$40,376.00
3rd 5-yr renewal:	\$46,428.00

The abovementioned letter dated July 20, 1993 is incorporated and made a part of this lease agreement.

ATTACHMENT 'A' - LEGAL DESCRIPTION

I, Joseph E. Conn, Jr., a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my Boundary and Topographical Survey as shown hereon, that there are no visible encroachments upon the subject properties except as shown and that all structural improvements within the subject parcels are as plotted, and shown hereon. I further certify that steel pins corners have been set or found at all parcel corners as shown hereon designated be small open circles and that I have consulted the Federal Insurance Administration's Flood Hazard Map for the area and have determined that no part of the subject parcels are in a flood prone area, the correct legal description for each of three (3) parcels being as follows:

PARCEL AC: Commence at the southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 East, Harpersville, Shelby County, Alabama, and run thence North 50°15' East along the west line of said quarter-quarter section 234.00' to a point on the northerly margin of the KYMULGA ROAD, Thence run North 89°00'00" East 215.00' to the point of beginning of the property, Parcel AC, being described. Thence run South 88°32'15" East along the said northerly margin of the said KYMULGA ROAD 227.94' to a point, thence run North 15°57'01" East 265.23' to a point on the southerly margin of U.S. Highway No. 280, Thence run North 64°04'59" West along said margin of said Highway No. 280 42.30' to a point, Thence run South 15°57'01" West 96.60' to a point, Thence run South 84°14'29" West 167.61' to a point, Thence run South 12°26'08" East 22.42' to a point, Thence run South 77°19'12" West 97.11' to a point, Thence run South 10°07'50" East 116.61' to the point of beginning, containing 1.039 acres.

PARCEL C: Commence at the southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 East, Harpersville, Shelby County, Alabama, and run thence North 50°15' East along the west line of said quarter-quarter section 234.00' to a point on the northerly margin of the KYMULGA ROAD, Thence run North 89°00'00" East 215.00' to a point, Thence run South 88°32'15" East 227.94' to a point, Thence run North 15°57'01" East 265.23' to a point on the southerly margin of U.S. Highway No. 280, Thence run North 64°04'59" West along said margin of said Highway No. 280 22.30' to the point of beginning of the property, Parcel C, being described, Thence continue last described course 20.00' to a point, Thence run South 15°57'01" West 76.60' to a point, Thence run North 84°39'21" East 23.91' to a point, Thence run North 13°39'30" East 64.51' to the point of beginning, containing 1,482.91 square feet or 0.034 of an acre.

PARCEL B: Commence at the southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 East, Harpersville, Shelby County, Alabama, and run thence North 50°15' East along the west line of said quarter-quarter section 235.00' to a point on the northerly margin of the KYMULGA ROAD, Thence run North 89°00'00" East 215.00' to a point, Thence run North 10°07'50" West 116.61' to a point, Thence run North 77°19'12" East 97.11' to a point, Thence run North 12°26'08" West 22.42' to the point of beginning of the property, Parcel B, being described, Thence continue last described course 20.00' to a point, Thence run North 84°39'21" East 177.34' to a point, Thence run South 15°57'01" West 20.00' to a point, Thence run South 84°14'29" West 167.61' to the point of beginning, containing 3,319.30 square feet or 0.076 of an acre.

All of the parcels are subject to any and all agreements, easements, rights of way, restrictions and/or limitations of probated record or applicable law.

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U.S. Postal Service
Facilities Department
Lease



Unit/Post Office Name & Address: MAIN OFFICE - _____
HARPERSVILLE, AL 35078-9998

SHELBY COUNTY

EXECUTED BY LESSOR this 7th day of July, 1993.

CORPORATION

McDaniel Investments, Inc.

Corporate Name (Print or Type)

Affix Corporate Seal:

(a AR Corporation)
(State)

By Doswell H. McDaniel, President
Name & Title (Print or Type)

By *Doswell H. McDaniel*
Signature of Person Authorized to Sign

By _____
Name & Title (Print or Type)

By _____
Signature of Person Authorized to Sign

By _____
Name & Title (Print or Type)

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Signature of Person Authorized to Sign

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Name & Title (Print or Type)

By _____
Signature of Person Authorized to Sign

By _____
Name & Title (Print or Type)

By _____
Signature of Person Authorized to Sign

Lessor: Address: P. O. Box 730 - Jonesboro, AR 72403
Telephone No.: 501/932-7862
Taxpayer Identification No.: [REDACTED]

ACCEPTANCE BY THE POSTAL SERVICE

Date: JULY 28, 1993

Kerry G. Pfrimmer
By Kerry G. Pfrimmer
Contracting Officer

Name: Kerry G. Pfrimmer
Title: Real Estate Specialist (Contracting Officer)

Address: 4000 DeKalb Tech. Pkwy., Suite 550, Atlanta, GA 30340-2799

Witness

Witness

U.S. Postal Service
Facilities Department
Form of Acknowledgment for Corporations



STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

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

Doswell H. McDaniel and _____
(Name of authorized officer(s) signing lease)

who is/are known to me to be the President and _____
(Titles of Officer(s) signing lease)

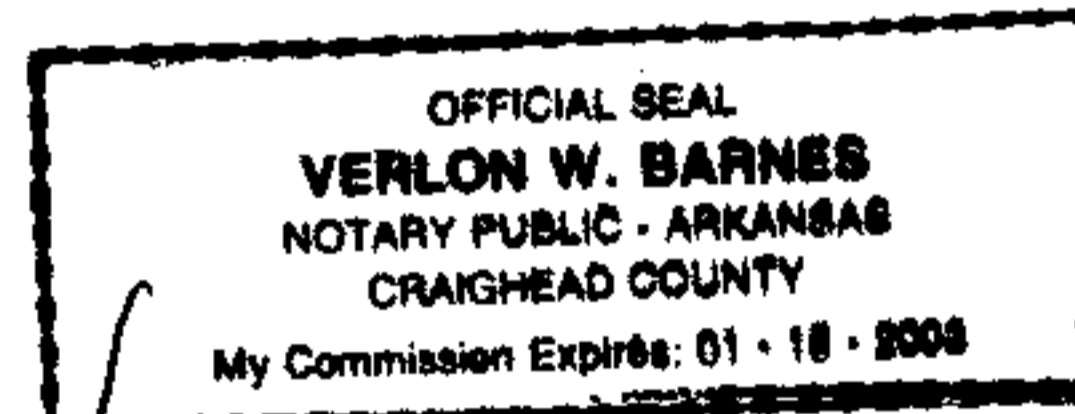
of the McDaniel Investments, Inc. and _____
(Name of Corporation)

to be the same person(s) who executed the foregoing lease, who depose(s) and say that said person(s) know(s) the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed, and that said person(s) signed this lease by the authority of the said corporation, for the purposes set forth, and as said person(s) own free and voluntary act.

Done at Jonesboro, in the County and State aforesaid;

this 2nd day of July, 1993.

NOTARIAL
SEAL



Verlon W. Barnes

Notary Public

My commission expires 01-16-2003

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."

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/Parish and State aforesaid,

KERRY G. PFRIMMER

(Identify individual party to the lease)

known to be the

Contracting Officer

Facilities Service Office, USPS

4000 DeKalb Tech. Pkwy., Suite 550

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 28th day of July, 1993.

NOTARIAL
SEAL

Carol A. Elder

Carol A. Elder

Notary Public

My commission expires 02/26/95

Inst # 1994-09785

03/25/1994-09785
10:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 WCD 284.00