

U.S. Postal Service
Facilities Department
Lease



Unit/Post Office Name & Address: MAIN OFFICE -
CALERA, AL 35040-9998

SHELBY COUNTY

Inst # 1997-20987

This LEASE, made and entered into by and between

DB DEVELOPMENTS

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
areas, spaces, improvements, and appurtenances as follows:

and which property contains

AREA	SQ. FEET
Net Floor Space	4,630
Platform / ramp	340
Parking & Maneuvering	25,885
Other:	
Driveway	
Landscaping	16,184
Sidewalks	1,450

AREA
Joint/Common Use Areas:

SQ. FEET

Total Site Area 48,787

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$ 36,695.00
THIRTY SIX THOUSAND SIX HUNDRED NINETY FIVE & NO/100THS

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:

Andrew Brown

P.O. Box 18791

Monteagle, AL 35804

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 12/14/95 and ending 12/13/2015
for a total of 20 years.

(See Paragraph 3 of the Construction Rider).

07/07/1997-20987
08:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

006 HCU

21.00

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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	\$ <u>60,468.00</u> - REVISED 3/20/95
Second	5	\$ <u>68,510.00</u> REVISED 3/20/95

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.

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, Purchase Option Rider,
USPS shall be responsible for payment of separately metered utility bills.

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

9. LEGAL DESCRIPTION:

Commence at the southwesterly corner of Lot 13, Block 27, Dunstan's Map of Calera, said point being the point of beginning; thence run N 3 deg. 58' 28"E and along the Easterly right of way line of 13th St. a distance of 150.0 feet to the Southerly right-of-way of 10th Avenue; thence run S 89 deg. 42'E and along the Southerly right-of-way line of 10th Avenue a distance of 304.26 feet to the Westerly right-of-way line of US Highway 31; thence run S 3 deg 21'56"W and along the Westerly right-of-way line of US Highway 31 a distance of 175.90 feet; thence run N 87 deg 16'36"W for a distance of 149.99 feet; thence run N 1 deg 54'30"E for a distance of 24.63 feet; thence run S 88 deg 27'09"W for a distance of 155.38 feet to the point of beginning. Containing 1.12 acres, more or less. Less and except any easements or rights of way of record.

U.S. Postal Service

Option to Purchase Rider



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:

The purchase price shall be:

	20 yr. base term:	
(1) At the end of each 5-yr period of the	\$	
(2) At the end of the basic lease term	\$	DELETED
(3) At the end of the first renewal option term	\$	503,000.00
(4) At the end of the second renewal option term	\$	538,000.00
(5) At the end of the third renewal option term	\$	DELETED
(6) At the end of the fourth renewal option term	\$	DELETED
(7) At the end of the fifth renewal option term	\$	DELETED
(8) At the end of the sixth renewal option term	\$	DELETED
(9)	\$	DELETED

1st 5yr PERIOD: 4385,000.00
 10yr PERIOD: 408,600.00
 15yr PERIOD: 438,000.00
 20yr PERIOD: 468,000.00

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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Facilities Department
Lease



Unit/Post Office Name & Address: MAIN OFFICE -
CALERA, AL 35040-9998

SHELBY COUNTY

EXECUTED BY LESSOR/OFFEROR this 10th day of March, 1995.

ALL INDIVIDUAL LESSORS/OFFERORS AND SPOUSE MUST SIGN

By Andrew Brown
Name (Print or Type)

By [Signature]
Signature of Lessor/Offeror

By _____
Name (Print or Type)

By _____
Signature of Spouse

By _____
Name (Print or Type)

By _____
Signature of Lessor/Offeror

By _____
Name (Print or Type)

By _____
Signature of Spouse

By _____
Name (Print or Type)

By _____
Signature of Lessor/Offeror

By _____
Name (Print or Type)

By _____
Signature of Spouse

By _____
Name (Print or Type)

By _____
Signature of Lessor/Offeror

By _____
Name (Print or Type)

By _____
Signature of Spouse

Lessor: Address: P.O. Box 18791 Huntsville, AL 35804

Telephone No.: 205-539-4755

Taxpayer Identification No.: [REDACTED]

ACCEPTANCE BY THE POSTAL SERVICE

Date: 3/27/95

By [Signature]
Contracting Officer

Name: Kerry G. Pfrimmer

Title: Real Estate Specialist

Address: 4000 DeKalb Tech. Pkwy., Suite 300, Atlanta, GA 30340-2799

Witness _____

Witness _____

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 #300

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 27th day of March, 1995.

NOTARIAL
SEAL

Carol E. Gleaton

CAROL E. GLEATON

Notary Public

My commission expires 2/10/99

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



STATE OF Alabama

SS:

COUNTY OF MADISON

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

ANDREW BROWN

(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)

(Identify individual party to the lease)

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07/07/1997-20987
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006 MCD 21.00

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 2 day of July, 1997.

NOTARIAL
SEAL

Betty D. Garing
Notary Public

My commission expires My Commission Expires 10-20-99