



Ground Lease Agreement

Facility Name/Location
WESTOVER - MPO MODULAR BLDG SITE (018730-004)
WESTOVER, AL 35185-9998

SHELBY COUNTY
Project: H38224

1. This AGREEMENT, made and entered into on Feb. 01, 1998 by and between KATIE W SEXTON hereinafter, whether one or more, called 'Owner', and the United States Postal Service, hereinafter called 'Postal Service', an independent establishment of the Executive Branch of the United States Government, its successors and assigns, in accordance with the terms and conditions described herein and contained in the General Conditions to the U.S. Postal Service Ground Lease, Section A, attached hereto and made a part hereof.

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

2. The Owner hereby demises and leases to the Postal Service those certain premises hereinafter referred to as the 'Demised Premises', and legally described as follows:
a 120 ft. wide by 150 ft. deep parcel located on the west side of County Road 55, north of US Hwy. 280 and starting at the southeast corner of the owner's overall property.

3. TO HAVE AND TO HOLD the Demised Premises, together with the tenements, hereditaments, appurtenances, and easements thereunto belonging, FIXED TERM: for the base period of 10 years, plus any renewal periods as set forth within this Agreement.

4. This Agreement and all rights and obligations thereunder shall become effective on Mar. 01, 1998.

5. The Postal Service shall pay the Owner an annual rental for the Demised Premises during the base period in the sum of: \$2,400.00

Two Thousand Four Hundred and 00/100 Dollars

one-twelfth of which shall be payable at the end of each calendar month. Rent for part of a month shall be prorated.

Rent checks shall be disbursed as follows:

payable to:
KATIE W SEXTON
PO BOX 14
WESTOVER AL 35185-0014

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

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SHELBY COUNTY JUDGE OF PROBATE
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6. The Postal Service shall have the right to renew this Agreement for the following consecutive and successive terms and annual rentals with the first of such renewal terms commencing on the day following the expiration of the base period and with all other terms and conditions of the Agreement to remain the same during said renewal terms, viz:

RENEWAL OPTION	TERM NO. OF YEARS	PER ANNUM RENTAL
1	5	\$3,000.00
2	5	\$3,300.00

The renewal option(s) shall be exercised by the Postal Service by giving written notice at least 30 days before the end of the base period or any renewal term thereof. Said notice shall be deemed as given at the time a registered, certified, or Express Mail letter is deposited in the mail to the Owner.

7. This Agreement may be terminated by the Postal Service at any time by giving 90 days written notice to the Owner.

8. Upon request of the USPS, Owner shall provide complete documentation of owner's legal authority to execute this Agreement.

9. The Owner hereby agrees that upon execution of this Agreement by the Owner, the agents, employees or representatives of the Postal Service shall have the right, subject to the use made of the premises by the Owner, to

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enter upon the said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the Postal Service's contemplated use of the premises and all other acts necessary or incidental thereto.

10. The Owner covenants and warrants that the Postal Service shall quietly have, hold and enjoy the Demised Premises for the base period and all renewals and extensions thereof, if exercised, subject to the terms, covenants, conditions, provisions, and mortgages or other liens against the Demised Premises which are prior in time and in right to this Agreement. Any encumbrances on title shall be disclosed in writing to the Postal Service prior to the execution of this Agreement. The Owner agrees to furnish, in a form acceptable to the Postal Service, an agreement from such lienors that if they should ever foreclose or otherwise enforce their lien against the property they will do so subject to this Agreement and the rights of the Postal Service hereunder.

11. To the extent applicable, the Owner agrees to cooperate and assist in obtaining any permits, licenses or authorizations necessary and incidental to the construction or placement of improvements on the Demised Premises. Failure of the Owner to so cooperate and assist may be grounds for termination of this Agreement by the Postal Service.

12. The Postal Service shall have the right during the base period and any renewal or extension thereof, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Demised Premises in accordance with local codes and ordinances.

13. Upon the request of the Postal Service, the Owner shall at its expense, record this Agreement in the proper recording office. Said expense shall include all required fees.

14. The Postal Service may sublet or assign all or any part of the Demised Premises, including any improvements thereon, but shall not be relieved from any obligation under this Agreement except as may be agreed to by the Owner and the Postal Service. Each subletting or assignment shall be executed in writing by the sublessee or assignee who shall agree to be bound by and to perform the terms, covenants, and conditions of this Agreement.

15. Improvements, additions and alterations made to the Demised Premises by the Postal Service, its subtenants, or assignees at any time during the base period or any renewal or extension thereof, shall not be construed as diminishing the value of the Demised Premises or as leaving the Demised Premises in as good condition as existed at the time this Agreement was entered, upon the expiration or termination of this Agreement. All improvements, additions and alterations shall remain the personal property of the Postal Service, consistent with the terms of this Agreement. The Postal Service shall not be required to demolish or remove such improvements but may do so at its option without any liability to the Owner, within 60 days after expiration or termination of this Agreement, during which period no rental obligations shall accrue.

Should the Postal Service elect to remove its improvements, additions and alterations from the Demised Premises, the Postal Service shall return the Demised Premises in a condition consistent with good engineering practices, damages by the elements or circumstances beyond the control of the Postal Service excepted. This provision shall not require the replacement of trees, shrubs, ornamental vegetation, or any other improvements that may have existed on the Demised Premises prior to this Agreement.

16. 'Friable asbestos material' means any material containing more than 1% asbestos by weight that hand pressure can crumble, pulverize, or reduce to powder when dry. Sites cannot have contaminated soil, water or undisclosed underground storage tanks.

Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law is subsequently identified on the premises, the Owner agrees to remove such materials or substances upon notification by the U.S. Postal Service at Owner's sole cost in accordance with EPA and/or State guidelines. If the Owner fails to remove the asbestos or hazardous/toxic materials or substances, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Owner by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may



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proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Owner certifies:

- (1) The property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances including friable asbestos, as defined by applicable State or Federal law.
- (2) There are no undisclosed underground storage tanks or associated piping on the property.

The Owner hereby indemnifies the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from, brought for, or on account of any violation of this clause.

Paragraph 17 is applicable when a modular unit or trailer will be placed on the Demised Premises.

17. It is mutually understood that the Postal Service desires to place a modular building or trailer on the Demised Premises. The modular building or trailer, all improvements incident thereto, and all fixtures, machinery, and equipment added to the building, shall remain the personal property of the Postal Service and may be removed from the Demised Premises only by the Postal Service, at any time consistent with the terms of this Agreement.

18. The terms and provisions of this Agreement and the conditions herein are binding on the Owner and all heirs, executors, administrators, successors, and assigns.

19. The following additional provisions, modifications, riders, layouts, exhibits, and/or forms were agreed upon prior to execution of this Agreement and are attached hereto and made a part hereof:

20. The following paragraphs were deleted prior to execution of this Agreement:

21. The undersigned has completed and attached hereto Representations and Certifications.



Ground Lease Agreement

EXECUTED BY LESSOR this 13th day of February, 1998.

ALL INDIVIDUAL OFFERORS MUST SIGN

Katie W. Sexton

Print Name & Title

Katie W. Sexton

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor: Address: KATIE W SEXTON
PO BOX 14 WESTOVER AL 35185-0014
Telephone No: (205) 678-6438
Taxpayer ID: XXXXXXXXXX

Mennie Riddle

Witness

[Signature]

Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 2/18/98

KERRY G PFRIMMER

Contracting Officer

Kerry G. Primmer

Signature of Contracting Officer

ATLANTA FSO
4000 DEKALB TECH PKWY 300 ATLANTA GA 30340-2799

Address of Contracting Officer



Form of Acknowledgment
for Individuals

STATE OF Alabama

COUNTY OF Shelby

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

Kate Rixen Sexton
(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)

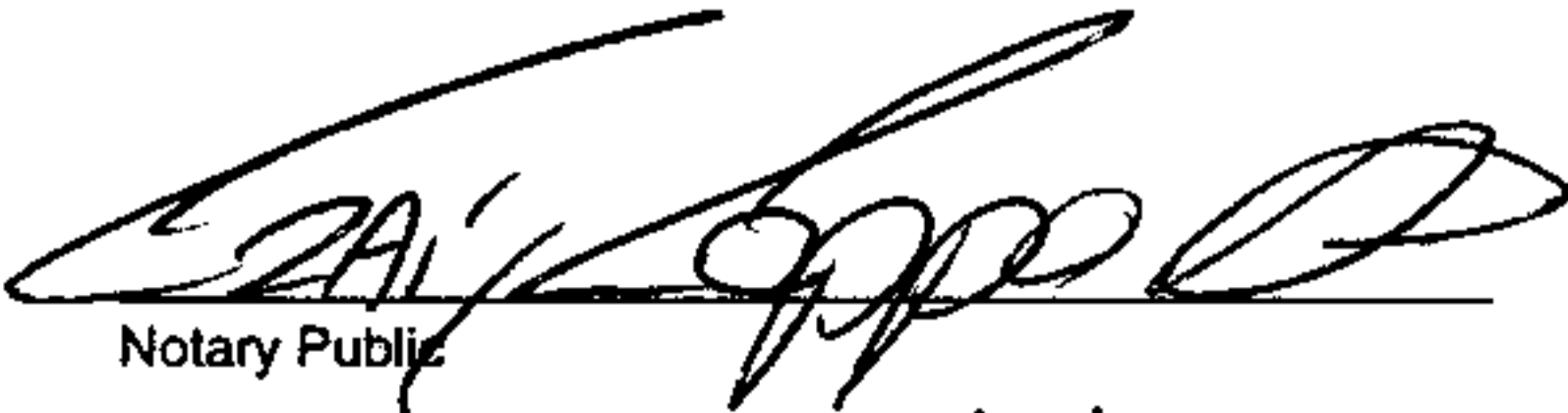
(Identify individual party to the lease)

(Identify individual party to the lease)

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 13th day of February, 1998.

NOTARIAL
SEAL


Notary Public

My commission expires Sept. 11, 2001

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,

KERRY G. PFRIMMER
(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 18th day of February, ¹⁹⁹⁸ 1997.

NOTARIAL
SEAL

Carol E. Gleaton
Notary Public

My commission expires February 16, 1999.

Inst # 1998-06003

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SHELBY COUNTY JUDGE OF PROBATE
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