



BOOK

81 PAGE 153

Lease

4/1/99 JDB

Facility Name/Location

HERNANDO - MAIN OFFICE (273354-001) 12.W. Commerce
~~230 HOLLY SPRINGS ST~~ -HERNANDO, MS 38632-9998

DE SOTO COUNTY
Project: H88663

This LEASE, made and entered into by and between JOE D. BRESHEARS 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	4,856	Joint Use/Common Areas:	
Platform	750	Driveway area	6,640
Parking and Maneuvering	21,244		
Other:			
Driveway			
Landscaping	2,886		
Sidewalks			

STATE MS. - DESOTO CO. FILED

MAY 26 12 31 PM '99

BK 81 PG 153
W.E. DAVIS CH. CLK.

Total Site Area: 36,660

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$24,000.00

Twenty-Four Thousand and 00/100 Dollars

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:

HERNANDO SHP CENTER
~~M. TURNER~~ JOE D BRESHEARS
ET UX JESSIE H BRESHEARS*
C/O HERNANDO SHOPPING CNTR
P O BOX 56 423
HERNANDO MS 38632-0056 0423

4/1/99 JDB

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 Feb. 01, 2000 and ending Jan. 31, 2005 for a total of 5 years.

4. RENEWAL OPTIONS: None.

Exhibit A

Town of Hernando Lots 408, 409, 410, and 411 on Section 13, Township 3, Range 8 West, as shown by the official map of the Town of Hernando on file in the office of the Chancery Court Clerk of DeSoto County, Mississippi, and being conveyed to T.W. White by Warranty Deeds dated October 7, 1850 and April 28, 1863, recorded in Book L, page 454, and Book S, page 399, of the deed records of DeSoto County, Mississippi.

Town of Hernando Lots 46 and 57 on Section 18, Township 3, Range 7 West, as shown by the official map of the Town of Hernando on file in the office of the Chancery Court Clerk of DeSoto County, Mississippi, and being conveyed to T.W. White by deed dated January 1, 1851, recorded in Book L, page 122, of the deed records of DeSoto County, Mississippi.

That portion of the first street running east and west north of the Public Square from the west boundary line of the lots numbered on the map of the Town of Hernando as Lots 409 and 410 to the termination of the said street at the Range line on the east between Range 7 and 8 and enclosed by T.W. White, and being the same property conveyed by R. Temple, Mayor, to Thos. W. White by Warranty Deed dated February 12, 1872, recorded in Book Z, page 20, of the deed records of DeSoto County, Mississippi.

The hereinabove described land is that land conveyed to L.G. Turner and Joe Breshears by Warranty Deed of date May 26, 1965, and recorded in Book 62, page 178, of the deed records of DeSoto County, Mississippi.

LESS AND EXCEPT: Lands conveyed by Warranty Deed to Fred's Dollar Store of Hernando, Inc., A Mississippi Corporation, recorded in Book 123, page 211; Warranty Deed to Henry B. Koon, et ux, recorded in Book 128, page 629; Warranty Deed to Robert F. Canada, et al, recorded in Book 129, page 384; and Warranty Deed to Henry B. Koon, et ux, recorded in Book 136, page 105, of the Deed records of DeSoto County, Mississippi.



Lease

5. **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, USPS is responsible for the payment of separately metered utilities.
6. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:
Maintenance Rider - USPS (M-1), Percentage Reimbursement Tax Rider (T-1), The USPS releases from its control the 110' x 40' grassy area that is adjacent to the east wall of the Hernando Post Office.
7. The undersigned has completed the 'Representations and Certifications.' (See Section B).
8. **LEGAL DESCRIPTION:**



Lease

EXECUTED BY LESSOR this 1st day of April, 1999.

~~-PARTNERSHIP-~~

Hernando Shopping Center (a Mississippi Partnership)

JOE D. BRESHEARS

Print Name & Title

Joe D. Breshears
Signature

Jessie M. Breshears

Print Name & Title

Jessie M. Breshears
Signature

Print Name & Title

Signature

Lessor, Address: JOE D. BRESHEARS
C/O HERNANDO SHOPPING CNTR P.O. Box 423
~~P.O. BOX 56 HERNANDO MS 38632-0056~~ 0423
Telephone No: (601) 429-7561
Taxpayer ID: ~~64-0435253~~ 412-42-2618 4/1/99 JDB

Witness

Witness

Prepared by:

ACCEPTANCE BY THE POSTAL SERVICE

Date: 5/17/99

JODY SLOAN
Contracting Officer

J. Sloan
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 Miss.

COUNTY OF Desoto

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

[Signature]

(Identify individual party to the lease)

Jessie M. Breshears

(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 14 day of May, 1999

NOTARIAL SEAL

[Signature]
Notary Public **HERBERT V. HARTY**
NOTARY PUBLIC

My commission expires _____

MY COMMISSION EXPIRES 03/07/2003

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,

JODY B. SLOAN

(Identify individual party to the lease)

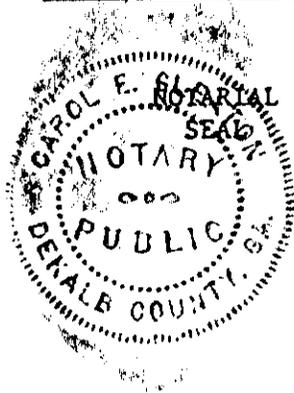
known to be the

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 17th day of May, 1999.



Carol E. Gleaton

Carol E. Gleaton
Notary Public

**My Appointment
Expires Feb 15, 2003**