



Amendment to Solicitation

Amendment No. 02	
Page 1	of 10

1. Solicitation Amendment Pursuant To

a. Solicitation No. 162640-08-A-0206	b. Date of Solicitation 7/9/2008	c. Contract No.	d. Begin Contract Term	e. End Contract Term
f. For Mail Service in or Between	City & State		City & State	
2. Bidder/Offor Name and Address (Print or Type)			3. Issued By Michael J. Loughnane 630.295.6288 phone Great Lakes FSO 62 Stratford Dr Bloomington , IL 60117-7000	
			4. Date Issued: 8/4/2008	

5. Description of Amendment Modification
No Change to Proposal Due Date of August 09, 2008

Attached:
Assignable Option to Purchase (7 pgs)
Revised Sketch 1 (1 pg)
Revised Sketch 4 (1 pg)

Except as provided herein, all terms and conditions of the document referenced in Block 1 remain unchanged and in full force and effect.

6. The above numbered solicitation is amended as set forth in Block 5.

NOTE: Offerors must acknowledge receipt of this amendment prior to the date and time specified in the solicitation by one of the following methods by:

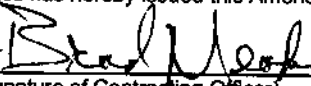
- a. Signing and returning one copy of the amendment;
- b. Acknowledging receipt of this amendment on each copy of the bid/proposal submitted; or
- c. Submitting separate letter or telegram which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE SPECIFIED IN THE SOLICITATION PRIOR TO THE DATE AND TIME SPECIFIED FOR RECEIPT OF BIDS/PROPOSALS MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL.

If, by virtue of this amendment, you desire to change a bid/proposal already submitted, such change may be made by telegram or letter provided such telegram or letter makes reference to the solicitation and amendment numbers, and is received prior to the date and time specified.

If this box is checked, the date and time specified for receipt of the bid/proposal is extended to:

_____ Date _____ Time

7. Bidder/Offoror	8. U.S. Postal Service
The receipt of this Amendment to Solicitation is hereby acknowledged:	The U.S. Postal Service has hereby issued this Amendment to Solicitation:
_____	Bradford Meador  08/05/2008
(Signature of bidder/offoror) (Date)	(Name & Signature of Contracting Officer) (Date)
_____	Manager, Real Estate
(Name and title of bidder/offoror)	(Title of Contracting Officer)



Assignable Option to Purchase

ATTICA - MAIN POST OFFICE (250420-004)
ATTICA, MI 48412-9998



Assignable Option to Purchase

Facility Name/Location

ATTICA - MAIN POST OFFICE (250420-004)
ATTICA, MI 48412-9998

County:Macomb
Project:J99759

This ASSIGNABLE OPTION TO PURCHASE ('Option') is made as of this 28th day of May, 2008 between , hereinafter called optionor or owner, having an address at 4474 Imlay City Rd., Attica, MI 48412 and the UNITED STATES POSTAL SERVICE, hereinafter called Postal Service, having an address at Great Lakes FSO GREAT LAKES FSO 62 STRATFORD DR, BLOOMINGDALE, IL 60117-7000, and its assigns.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), paid by the Postal Service, receipt of which is hereby acknowledged by optionor, and the mutual promises of the parties set forth in this Option, and other good and valuable consideration, the optionor hereby gives and grants to the Postal Service and its assigns the irrevocable option or right to purchase the fee simple title to the property described as follows:

See Attached Addendum

1. The purchase price for the above described property shall be \$204,740.00. This price is based on a site size of 102370.00 Sq. Ft.
2. Notice of election to purchase by the Postal Service or its assignee shall be given to the optionor in writing at the address listed above, on or before 11/30/2008 . This election to purchase shall be deemed exercised as of the date of transmission by the Postal Service or its assignee.
3. On or before 06/30/2008 , optionor shall provide the Postal Service with adequate written evidence that the above described property is properly zoned for a postal facility. In the event the optionor has not completed the zoning process by the date stated in the preceding sentence, optionor shall promptly contact the Postal Service to discuss the prospects of obtaining such zoning approvals. At that point in time the Postal Service may, in its sole discretion, determine to grant optionor an extension of time to complete the zoning process.
4. Upon the request of the Postal Service or its assignee, the optionor shall, at its sole cost and expense, deliver within thirty (30) days to the Postal Service or its assignee, a title insurance commitment, written by a title company satisfactory to the Postal Service. The title insurance commitment obligates the company to issue a policy of title insurance to the Postal Service or its assignee of the type and in the form customarily used in the community where the property is located, in the amount not less than the purchase price, guaranteeing title in the condition required in paragraph 6 of this option. If the title insurance commitment is made subject to any restrictions, defects, encumbrances, liens, charges or other objections, then, the optionor shall have thirty (30) days from the date of the commitment to remove same, or to make arrangements satisfactory to the Postal Service or its assignee to remove same on or before the time of closing. If the optionor fails to remove or make arrangements to remove such defects or other objections as aforesaid, the Postal Service or its assignee shall have thirty (30) days either to effect their removal and charge the cost thereof against the purchase price, or to terminate this option to purchase the property.
5. Within 30 days from optionor's receipt of the notification of election to purchase by the Postal Service or its assignee, the closing and settlement of the property shall take place at a location mutually agreeable to both parties or in the city, town, or county in which the property is located. Possession of the property shall be delivered to the purchaser on the day the sale is consummated unless a different possession date is herein specified. Real estate taxes or assessments, which are levied or imposed, or which are a lien on the property, on the closing date, as well as rents and utilities, if any, are to be pro-rated and adjusted to the closing date; or to the date the Postal Service or its assignee takes possession of the property, whichever is the earlier.
6. The optionor shall deliver to the Postal Service or its assignee, at the time of closing or settlement, a title insurance policy in the amount of the option price stated above and a general warranty deed with full covenants conveying said land with the hereditaments and appurtenances thereunto, in fee simple title, free and clear from all liens and encumbrances, except those specifically excepted or reserved herein, together with all right, title, and interest of the

optionor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad right-of-way abutting or adjoining said land. The Postal Service or its assignee shall make payment of the purchase price as stated in paragraph 1 above.

7. The optionor shall not rent, lease, or otherwise increase the tenancy of the property after receipt of notice of election to purchase by the Postal Service or its assignee, pursuant to paragraph 2 above.

8. The agents, employees or representatives of the Postal Service or its assignee shall have the right, during the period of this Option, subject to the use made of the premises by the undersigned, to enter upon the said premises for the purpose of inspecting, conducting studies and tests, and making test borings, plans and topographical surveys, structural inspections, appraisals, and historical investigations, all as may be reasonably required in connection with the proposed purchase of the premises. The Postal Service or its assignee, as the case may be, at its sole expense shall promptly restore the property of the undersigned to its original condition in accordance with good engineering practices. Such entry, inspection, test borings, and surveys shall not constitute possession of the property by the Postal Service or its assignee.

9. The optionor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the optionor until the title to the land and deed to the Postal Service or its assignee has been accepted by the Postal Service through its duly authorized representative or its assignee. In the event that such loss or damage occurs, the Postal Service or its assignee may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

10. It is agreed that the spouse, if any, of the optionor(s), by signing below, agrees to join in any deed to the Postal Service or its assignee and to execute any instrument deemed necessary to convey to the Postal Service or its assignee any separate or community estate or interest in the subject property and to relinquish and release any dower, courtesy, homestead, or other rights or interests of such spouse therein.

11. a. The optionor warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the optionor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration, or otherwise recover from optionor the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for sale, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this option, may be considered as bona fide employees or agencies within the exception contained in this clause.

12. a. As used in this paragraph, the following terms have the following meanings:

(i) "Hazardous Substances" shall mean petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable state or federal law.

(ii) "Environmental Laws" shall mean any and all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including without limitation: a) all laws relating to reporting, licensing, permitting, investigation or remediation of emissions, discharges, Releases or threatened Releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; and b) all laws pertaining to the protection of the health and safety of employees or the public.

(iii) "Release" shall mean any discharge, disposal, spill, release, contamination or similar occurrence of Hazardous Substances which occurred in, on or under the premises, present in such quantities as would require remediation under any Environmental Laws as are in effect on the date of this Agreement.

(iv) "Environmental contamination" shall mean the presence of Hazardous Substances at levels above applicable federal, state, or local standards or requirements, including the presence of friable asbestos materials at any level.

(v) "Asbestos-containing materials" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. The optionor warrants, after making diligent inquiry of its employees, partners, managers, officers and board, and its attorneys, consultants, brokers, and contractors, that as of the date of this Agreement and of transfer of title:

(i) the premises (including the land, surface water, groundwater, and improvements to the land) are free of all contamination from Hazardous Substances;

(ii) except as specifically identified in writing to the Postal Service, there are no underground storage tanks or associated piping on the premises;

(iii) except as specifically identified in writing to the Postal Service, the premises contains no asbestos-containing materials (ACM), radon above 4 pCi/L, lead-based paint, lead piping or solder in drinking water systems, electrical transformers, or fluorescent light fixtures with ballasts or other equipment containing PCB's; and

(iv) except as specifically identified in writing to the Postal Service, it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any Release, environmental condition, or violation or potential violation of any Environmental Law, existing at or adjacent to the premises.

c. In the event the Postal Service or its assignee discovers any environmental contamination or condition that existed as of or prior to transfer of title, the Postal Service or its assignee shall promptly notify optionor thereof and optionor shall, at its sole cost and expense, proceed with due diligence to implement appropriate remedial action. In the event optionor fails to so proceed with due diligence, the Postal Service or its assignee may, at its option, implement appropriate remedial action and shall have the rights of indemnity set forth herein.

d. Optionor agrees to indemnify and hold harmless the Postal Service or its assignee from and against all claims, losses, liabilities, damages, costs and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses, incurred by the Postal Service or its assignee arising out of:

(i) any environmental contamination existing on the premises at the date of transfer of title, and off-site environmental contamination to adjacent property which is the result of environmental contamination from the premises;

(ii) any environmental investigation, response or remediation undertaken by or on behalf of the Postal Service or its assignee after transfer of title in connection with contamination occurring before transfer of title; or

(iii) optionor's breach of any warranty given herein.

This indemnity shall survive title transfer and be in addition to optionor's obligation for breach of a representation or warranty set forth herein.

e. This warranty survives transfer of title and shall be binding upon optionor, its successors and assigns.

13. All terms and conditions with respect to this offer are expressly contained herein and the optionor agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this offer not expressly contained herein.

14. This option shall be freely and successively assignable by the Postal Service and may be exercised by it, its successor, designee or assignee.

15. The following paragraphs were added or deleted before execution:

See addendum and Exhibit A-1

Facility Name/Location

ATTICA - MAIN POST OFFICE (250420-004)
ATTICA, MI 48412-9998

County: Macomb
Project: J99759

LEGAL DESCRIPTION:

The subject parcel is located on the southwest corner of Imlay City Rd. and Lake Pleasant Rd., Attica Township, Lapeer County, MI. The parcel is 102,364 square feet with dimensions being 290 feet frontage on Imlay City Rd. X 353 feet frontage on Lake Pleasant Rd.

The subject site is part of a larger tract that will be subdivided by the landowner. Parcel number 003-009-001-60

See attached survey, Exhibit A-1.

The subject parcel is located on the southwest corner of Imlay City Rd. and Lake Pleasant Rd., Attica Township, Lapeer County, MI. The parcel is 102,364 square feet with dimensions being 290 feet frontage on Imlay City Rd. X 353 feet frontage on Lake Pleasant Rd.

See attached survey, Exhibit A-1.



Assignable Option to Purchase

EXECUTED BY OWNER this 11th day of JUNE 08

INDIVIDUAL, ADMINISTRATOR, OR TRUSTEE

By executing this Option, Owner certifies that Owner is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name & Title: Richard A. Chapman, Husband

Name & Title:

Name & Title: Jeanna Chapman, Wife

Name & Title:

Owner's Address: 4474 Inlay City Rd. Attica, MI 48412

Owner's Telephone Number(s): (810) 724 - 2714

Social Security No. or Federal Tax Identification No.: XXX-XX-7232

Witness to Owner

Witness to Owner

- a All co-owners and all other persons having or to have a legal interest in the property must execute the Option. If the Owner is married, the husband or wife of the Owner must also execute the Option. The Owner must submit adequate evidence of title.
b Where the Owner is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to sell the proposed property, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into an agreement with the Postal Service or its assignee.
c Where the Owner is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to sell the property.
d Any notice to Owner provided under this option or under any law or regulation must be in writing and submitted to Owner at the address specified above, or at an address that Owner has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Option or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACKNOWLEDGMENT BY UNITED STATES POSTAL SERVICE

Date:

Brad Meador

Print Name and Title of Contracting Officer

Signature of Contracting Officer

Great Lakes FSO GREAT LAKES FSO 62 STRATFORD DR. BLOOMINGDALE, IL 60117-7000

Print Address of Contracting Officer

Witness to Contracting Officer

Witness to Contracting Officer

SKETCH 4
 drawing no.
 date 04/04/08
 drawn BEA
 project no. 04150R
 issued for:

TMP ASSOCIATES INC
 1191 WEST SQUARE LAKE ROAD · BOX 289 · BLOOMFIELD HILLS · MICHIGAN · 48303
 PH · 248.338.4561 FX · 248.338.0223 EM · INFO@TMP-ARCHITECTURE.COM



USPS/ATTICA MPO
 project title

note: this drawing or partial drawing references the following sheet or detail:

REVISED SITE PLAN SHOWING LINE OF SITE
 W/AS IMPROVEMENTS, AS REQUIRED

