

#971 Lease
Ray A. Eckstein, et al
and
United States of America

Filed for record February 24, A.D. 1960
At 9:00 o'clock A. M.
Nora Jacobs, Recorder
Maurine Richardson, Deputy
Fee: \$3.20

Post Office Department
LEASE

1. This LEASE made and entered into this 21st day of January, 1960 by and between Ray A. Eckstein and Kathryn Eckstein, his wife; and Joseph T. Siemann and Vera Siemann, his wife, whose address is Cassville, Wisconsin for themselves, their heirs, executors, administrators, successors, and assigns, hereafter called the Lessor, and the UNITED STATES of America hereinafter called the Government:

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

2. The Lessor hereby leases to the Government the following described premises, viz: All that certain room 48' x 48' providing 2,304 square feet, net, inside measurements, on the first floor of the one story brick and concrete block building and platform 10' x 12' providing 120 square feet; paved parking and maneuvering area 50' x 67' (less platform) providing 3,230 square feet; and setback in front 3' x 50' providing 150 square feet, situated on Lots Nos. 15 and 16, in Block No. 15 of the Original Plat, in Keota, Keokuk County, Iowa to be used for postal purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning February 1, 1960 and ending with January 31, 1975 (15 years).

4. The government shall pay the Lessor an annual rental of: Three Thousand One Hundred and Eight Dollars (\$) 3,108.00 payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

5. This lease may be renewed, at the option of the Government, for the following separate and consecutive terms and at the following annual rentals:

Five years at	\$ 2,750.00 per annum
Five years at	\$ 2,500.00 per annum

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

6. The Lessor shall furnish to the Government, under the terms of this lease, as part of the rental consideration, the following: The Lessor shall pay all taxes and shall properly protect all windows and doors according to requirements. The lessor shall furnish lighting fixtures, plumbing and toilet facilities, necessary meters, all as now installed in the demised premises; heating fixtures of sufficient size and capacity to heat the building to a uniform temperature of 70 degrees throughout when the outside temperature is the design temperature in general use by the heating industry for this locality, and air-conditioning equipment, including refrigerant and maintenance according to requirements, and the Lessor shall at Lessor's expense record this lease in the proper recording office.

7. The Lessor shall, unless herein specified to the contrary maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto.

8. The Government may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

9. The Government shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Prior to expiration by termination of this lease the Government shall if required by the Lessor by notice in writing sixty days in advance of such expiration or termination, restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

10. (a) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever the Post Office Department shall decide to move the office into a Government-owned building which shall have been provided for it.

(b) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever, in the judgment of the Post Office Department, the growth of the service at that office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Department.

(c) If any building or any part of it on the leased property becomes unfit for use for the purposes leased, the lessor shall put the same in a satisfactory condition, as determined by the Post Office Department, for the purposes leased. If the lessor does not do so with reasonable diligence, the Post Office Department in its discretion may cancel the lease. For any period said building or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the Post Office Department to have been rendered unavailable to the Post Office Department by reason of such condition.

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11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The following paragraphs were deleted before execution:

Clauses (a) and (b) of Paragraph 10

13. The following paragraphs were added before execution: 14 & 15

14. It is understood and agreed that the Lessor shall not be responsible for any sewerage charges.

15. It is expressly understood between the parties hereto that the terms and conditions of the certain Agreement to Lease dated November 24, 1958, and any amendment or modification thereof, furnished by Lessor herein, and accepted by the Government on February 6, 1959, are made a part of this lease and are to be complied with as though fully set forth herein.

In connection with the performance of work under the contract, the Lessor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the non-discrimination clause. The Lessor further agrees to insert the foregoing provision in all subcontracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents as of the date first written above.

Witnesses:
Rose Valentmi
Rodney Weist

Ray A. Eckstein
Ray A. Eckstein and
Kathryn Eckstein,
Kathryn Eckstein, his wife, and

Joseph T. Siemann
Joseph T. Siemann, and
Vera Siemann
Vera Siemann, his wife.

WITNESSES:
Catherine Fedorovich

THE UNITED STATES OF AMERICA
By Harold (Not readable)
Title Director of Real Estate

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of Wisconsin }
County of Grant } ss:

Personally appeared before me, a Notary Public in and for the County and State aforesaid, Ray A. Eckstein, Kathryn Eckstein, Joseph T. Siemann, and Vera Siemann who are known to me to be the same persons who executed the foregoing lease, and who acknowledged that they signed, sealed, and delivered the same as their free and voluntary act for the uses and purposes therein set forth.

And on the same day also voluntarily appeared before me Kathryn Eckstein and Vera Siemann, wives, of the said Ray A. Eckstein and Joseph T. Siemann to me well known as the persons signing said lease, and in the absence of Ray A. Eckstein and Joseph T. Siemann, said Kathryn Eckstein and Vera Siemann declared that they had of their own free will signed and sealed the foregoing lease for the purposes therein contained and set forth, including the release of homestead and dower therein, of which they had full knowledge, without compulsion or undue influence of their said husbands.

Done at Cassville, in the County and State aforesaid, this 21st day of January, 1960.

(SEAL)
My commission expires June 4, 1961

Rose Valentmi
Notary Public