

Miscellaneous Record No. 259, Henry County, Iowa

#871 LEASE

Ray A. Eckstein etal
to

United States

Filed for Record March 5, 1962 at 8:24 A.M.

Recorded March 5, 1962

Fee \$5.50

Helen M. Virden Recorder

DUPLICATE

LEASE FOR POST OFFICE Quarters Post Office: New London, Iowa

Lessor Ray A. Eckstein and Kathryn Eckstein, his wife and Joseph T. Siemann and Vera Siemann, his wife

Date February 5, 1962

Term Ten (10) years with four 5-year renewal options @ \$5,888.00, \$,688.00, \$5,488.00 & \$5,288.00 per year respectively

Beginning February 1, 1962

Rent \$5,888.00 per annum

Lease includes Heating and lighting fixtures; plumbing and toilet facilities; meters; air conditioning equipment and maintenance.

DUPLICATE

Exception to SF-2 Approved by Bureau of the Budget April 1, 1959 POST OFFICE DEPARTMENT
LEASE

1. This LEASE made and entered into this 5th day of February 1962, 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 59' 0" x 48' 0" (less 136 square feet) providing 2.696 square feet, net, inside measurements, first floor area, in the one-story masonry building with loading dock 12' 0", providing 240 square feet; exclusive use of paved driveway, parking and maneuvering areas, providing 6,020 square feet, and approximately 4,006 square feet of the remaining lot area of 13,200 square feet utilized for concrete walks and grass and landscaped areas, situated upon a certain trace of land fronting 110 feet on Walnut Street and 120 feet on Wilson Street, being the Northeast Corner of Wilson and Walnut Streets, more particularly described as: Beginning 60 feet North of the Northeast Corner of Block 1, King's 2nd Addition to the Town of New London, thence North 120 feet; thence East 120 feet; thence South 120 feet; thence West 120 feet to the place of beginning, containing .33 of an acre, more or less; or the West 120 feet of the South 120 feet of Out Lot 3 of the Town of New London, Henry County, Iowa, except the North 10 feet of the above and foregoing described real estate heretofore conveyed by grantors to the Town of New London, Iowa in New London, Henry 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, 1962 and ending January 31, 1972 (10 years)

4. The Government shall pay the Lessor an annual rent of Five Thousand, Eight Hundred Eighty-Eight and no/100 ----- Dollars (\$) 5,888.00 payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

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Acres-Blackmar Co., Burlington, 98182

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

Five (5) years at	\$5,888.00	per annum
Five (5) years at	\$5,688.00	per annum
Five (5) years at	\$5,488.00	per annum
Five (5) years at	\$5,288.00	per annum
years at	\$	per annum
years at	\$	per annum

provided notice be given in writing to the Lessor at least ninety (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

The Lessor shall furnish a heating system of sufficient size and capacity to maintain uniform temperature of 70 degrees F. in all areas based on the design temperature commonly in use in the locality.

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The Lessor shall furnish lighting fixtures of approved design and shall replace ballasts as needed during the continuance of the lease.

The Lessor shall furnish all plumbing and toilet facilities, and the necessary gas, electric and water meters.

The Lessor shall furnish air conditioning equipment of sufficient size and capacity including maintenance and refrigerant, to maintain temperature within the building of 78 degrees F. to 82 degrees F, dry bulb, and 45 to 50 per cent relative humidity in all areas based on the design temperature commonly in use in the locality.

The Lessor shall not be responsible for payment of sewerage service.

The Lessor shall protect all doors and windows 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 agent 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 thereon.

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 the said premises shall be and remain the property of 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

and damages by the elements or by circumstances; over which the government has no control, excepted.

10. (a) and (b) deleted.

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.

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 general benefit of such corporation or company.

12. The following paragraphs were deleted before execution:

Clauses (a) and (b) of Paragraph 10 were deleted before execution.

13. The following paragraphs were added before execution: Paragraph 14 was added before execution.

14. It is expressly understood between the parties hereto that the terms and conditions of the certain Agreement to Lease dated December 14, 1960, and any amendment or modification thereto, furnished by Lessor herein and accepted by the Government on January 17, 1961, are made a part of this lease and are to be complied with as though fully set forth herein.

15. In connection with the performance of work under this contract, the Lessor agrees not to discriminate against any employee or applicant for employment because of race religion, color, or national origin. The aforesaid provision 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

The Lessor agrees to post hereafter in conspicuous places, available for employees and compensation; and selection for training, including apprenticeship, to be provided applicants for employment, notices to be 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.

SEAL (Corporate Name) (A) Corporation (State)

WITNESSES: By
Its
By
Its

x Ray A. Eckstein
Ray A. Eckstein

and X Kathryn Eckstein
Kathryn Eckstein, his wife

and x Joseph T. Siemann
Joseph T. Siemann

andx Vera Siemann
Vera Siemann, his wife

WITNESSES:
x Rose Valentine
x Lucile M. Mertes

WITNESSES: Virginia Hesse

THE UNITED STATES OF AMERICA

By Ploy J. Timmerman (not legible)

Title acting Regional Real Estate Manager

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

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State of Wisconsin)
) ss.
County of Grant)

Personally appeared before me, a Notary Public in and for the County and State aforesaid Ray A. Eckstein and Kathryn Eckstein, his wife; and Joseph T. Siemann and Vera Siemann, his wife, 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 their husbands 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 5th day of February, 1962.

(Notarial Seal)

(Seal)

Rose Valentine

Notary Public

My Commission expires May 30, 1965

#885 AFFIDAVIT

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Filed for Record March 5, 1962 at 1:29 P.M.

Harold F. McLeran

Recorded March 6, 1962 Fee \$1.50 /

as to

Milholin O'Grady Home Imp.Co, etal.

Helen M. VirdenRecorder

By Effie BergdahlDeputy

AFFIDAVIT

State of Iowa, Henry County,

I, Harold F. McLeran, being first duly sworn, do hereby depose and state that I drew a Warranty Deed for the Hall and Weir Lumber Company, a partnership, dated July 16, 1960, filed for record November 7, 1960, and recorded in Book 256 at page 17 in the records of the Recorder in and for Henry County, Iowa, which said Deed conveys to Milholin O'Grady Home Improvement Company the following described property, to-wit:

The East 240 feet of Lot 3, Block 2, in Bird's Addition to Mt. Pleasant, Iowa, now known as Out Lot 89.

I further depose and state that at the time of the execution of said deed, Hall and Weir Lumber Company was a partnership, and that all of said partners were J. Russell Weir and Marguerite H. Weir, his wife, and J.M. Weir.

Dated this 5th day of March, 1962.

Harold F. McLeran
Harold F. McLeran

Subscribed and sworn to before me this 5th day of March 1962, by Harold F. McLeran.

Harlan W. Bainter

Notary Public in and for Henry County,
Iowa

SEAL

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