

Lessor's Copy

ORIGINAL

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 15th day of December, 1961 by and between **Ray A. Eckstein and Kathrya 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 54'0" x 52'4" (less 6'4" x 32'6"), providing 2,620 square feet, net, inside measurements, first floor area, in the one-story masonry building, with loading dock 12'0" x 21'0", providing 252 square feet; exclusive use of paved driveway, parking and maneuvering areas, providing 7,092 square feet, and approximately 697 square feet of the remaining lot area of 10,890 square feet utilized for concrete walks and grass and landscaped areas, situated upon a certain tract of land fronting 82 feet 6 inches on Fourth Street by a depth of 132 feet, being the Northeast 1/4 acre of Block 4, Lot 1, Litchfield's Addition to the Town of Ogden, located on the Southwest Corner of Fourth and Mulberry Streets, in,

OGDEN, BOONE COUNTY, IOWA

to be used for postal purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 1, 1961 and ending with November 30, 1971 (10 years)

4. The government shall pay the Lessor an annual rental of: Five Thousand, Five Hundred Eighty and No/100 Dollars (\$) 5,580.00 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:

<u>Five (5)</u> years at	\$ <u>5,580.00</u>	per annum
<u>Five (5)</u> years at	\$ <u>5,580.00</u>	per annum
<u>Five (5)</u> years at	\$ <u>5,580.00</u>	per annum
<u>Five (5)</u> years at	\$ <u>5,580.00</u>	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.

Assigned to *City of Woodmen* in Book *376* on Page *679* this *1st* of *January* 1962

Assigned to *Woodmen Accident and Life Company* in Book *379* on page *661* this *21st* of *February* 1962.

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 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 the 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 or 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 requires 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.

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 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 September 28, 1960, and any amendment or modification thereto, furnished by Lessor herein and accepted by the Government on October 14, 1960, 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 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.

SEAL

(Corporate Name)

(A) _____ Corporation)
(State)

By _____

WITNESSES:

Its _____

By _____

Its _____

x [Signature]
Ray A. Eckstein

and x [Signature]
Kathryn Eckstein, his wife

and x [Signature]
Joseph F. Siemann

and x [Signature]
Vera Siemann, his wife

[Signature]
[Signature]

WITNESSES:

[Signature]

THE UNITED STATES OF AMERICA

By [Signature]
Title acting Regional Real Estate Manager

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 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 & 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 she had full knowledge, without compulsion or undue influence

of their

said husbands

Done at Carroll, in the County and State aforesaid, this

15th day of December, 1964.



POD Form 1438
Sep. 1956

Rose Valentine
Notary Public.

My commission expires May 31, 1965

685 ORIGINAL

POST OFFICE DEPARTMENT

#635
STATE OF IOWA
BOONE COUNTY
FILED FOR RECORD
AT 1:07 O'CLOCK P.M.

LEASE
FOR

POST OFFICE QUARTERS

JAN 30 1962

ETHEL J. BROWN, REC'D

Post Office: Ogden, Iowa

~~9.50~~
Book 312 Page 671

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

Date: *November 15, 1961*

Term: Ten (10) years, with four 5-year renewal options @ \$5,580.00 per year.

Beginning December 1, 1961

Rent: \$5,580.00 per annum.

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

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