

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 23<sup>rd</sup> day of December, 19 61 by and between **M.P.S. Corporation, a Nebraska corporation,**

whose address is **4841 Boyd Street, Omaha, Nebraska,**

for **itself and its** ~~successors, assigns, heirs, administrators, executors, and assigns~~ 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 providing approximately 3,839 square feet net interior space on the first floor, plus canopied mailing apron providing approximately 216 square feet, plus exclusive use of paved open area for parking and maneuvering providing approximately 11,681 square feet of space, of the one story masonry building situated on the northwest corner of 29th and State Streets on the south 99 feet of Lots Five (5) and Six (6) in Block 35, Florence, an addition to the City of Omaha, Douglas County, Nebraska,**

to be used for postal purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 8, 1961, and ending with December 7, 1971.

4. The government shall pay the Lessor an annual rental of: Eight thousand two hundred ten and no/100 Dollars (\$) 8,210.00 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>7,800.00</u>	per annum
<u>Five (5)</u> years at	\$ <u>7,800.00</u>	per annum
<u>Five (5)</u> years at	\$ <u>7,400.00</u>	per annum
<u>Five (5)</u> years at	\$ <u>7,100.00</u>	per annum
<del>Five (5)</del> years at	\$ <del>DELETED</del>	per annum
<del>Five (5)</del> years at	\$ <del>DELETED</del>	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. The Lessor shall properly protect all doors and windows with good locks according to requirements. The Lessor shall furnish lighting fixtures, plumbing and toilet facilities, gas, water and electric meters, all as now installed in the demised premises. Lessor agrees to furnish and maintain air conditioning equipment according to requirements, including necessary refrigerant and filters. Lessor shall furnish and maintain heating**

system, including filters, of sufficient size and capacity to maintain uniform temperature of 70° F. in all areas based on the design temperature commonly in use in the locality. Lessor agrees to furnish and pay for all water and sewerage service during continuance of the lease. Lessor agrees to provide and replace during the continuance of the lease all ballasts, as needed,

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 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.

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 and first paragraph at top of page 6 hereof.**

13. The following paragraphs were added before execution: **Paragraphs 14, 15, 16, 17 and 18.**

14. **It is expressly understood between the parties hereto that the terms and conditions of the certain Agreement to Lease dated April 3, 1961, and any amendment or modification thereto, furnished by W. G. Pauley, Jr., and accepted by the Government on May 11, 1961, are made a part of this lease and are to be complied with as though fully set forth herein.**

15. **This lease is made pursuant to the Agreement to Lease the demised premises to the Government made by W. G. Pauley, Jr., predecessor in interest to the Lessor**

**Paragraph 15. (Cont'd.)**

herein, dated April 3, 1961, and accepted by the Government on May 11, 1961, the obligations of which the Lessor herein has assumed.

16. In the event of occurrence of any condition or conditions which would, in the absence of the provisions of this paragraph, then give the United States Government or the Postmaster General a right to cancel this lease or a right to incur a cost for which it could obtain reimbursement pursuant hereto, the United States Government and the Postmaster General will not have said right or rights unless the United States Government shall have given written notice by registered mail of said occurrence to the assignee of moneys due or to become due hereunder and the mortgages under any mortgage on the premises hereby leased, whose names and addresses have been designated to the Government by lessor and shall have afforded such assignee and mortgagee not less than forty-five (45) days opportunity or such additional time as the Postmaster General in his discretion shall allow, after such mailing of such notice, to cure the default by lessor and the condition or conditions giving rise to said right or rights.

17. POD Form 1419, Tax Escalation Clause Rider.

18. POD Form 1421, Non-Discrimination Clause.

**Paragraph 17.**TAX ESCALATION CLAUSE RIDER

It is mutually understood and agreed that the rent herein reserved is based in part upon the payment by the lessor of general real estate taxes upon the land and the building appurtenant thereto in the sum of \$ **1350.00** per annum. It, therefore, is agreed that there shall be a readjustment of the rent hereby reserved in each year of the term hereby demised on the following basis:

- (a) In the event that the amount of the general real estate taxes levied on said land and building for any tax year or part thereof within the term hereby demised shall be levied at a rate greater than the sum last-above mentioned, than after the lessor has paid such taxes the Government shall pay the lessor upon demand, accompanied by satisfactory proof as to correctness of the claim as additional rent due hereunder a sum equal to such excess; or in the event that the amount of general real estate taxes levied on said land and building for any tax year or part thereof within the term hereby demised shall be levied at a rate less than the sum last-above mentioned, the rent due hereunder shall be decreased by the amount of such decrease, it being understood that said readjustment of rent shall be made in each year of the term hereby demised including the terms of any renewal options. In the event that general real estate taxes are levied on the land only for any tax year or part thereof within the demised term, this entire paragraph shall be and remain operative in the same manner and to the same extent as though said taxes were levied on both land and building. The lessor shall pay the general real estate taxes levied hereunder before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and at such time and manner and amount as to obtain any discount allowed by the taxing authority.
- (b) The general real estate taxes referred to in subparagraph (a) of this Tax Escalation Clause which relate to a fiscal period of the taxing authority, a part of which period is prior to the commencement of the term of this lease, and a part of which is within the term of this lease, shall be so allocated that the portion of such taxes which that part of such fiscal period prior to the commencement of said lease term bears to such fiscal period shall be excluded in computing the amount of such taxes attributable to the demised term and the remainder thereof shall be considered as general real estate taxes levied within the demised term. A similar allocation shall be made to determine the amount of general real estate taxes which shall be considered as levied during the lease term or any renewal term where part of the fiscal period of the taxing authority is subsequent to the expiration of the lease term or any renewal term and a part of such fiscal period is within the lease term or a renewal term.
- (c) The lessor shall furnish the Government copies of all notices which may affect the valuation of said land and building for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such copies shall be delivered or mailed within three days from the receipt thereof by the lessor to the Assistant Postmaster General, Bureau of Facilities, Post Office Department, Washington 25, D. C., or to such other officer as he may in writing direct. The Government may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Government or the name of the lessor or in the names of both. The lessor upon reasonable notice and request by the Government shall join in any such proceeding, but the lessor shall not be subject to any liability for the payment of any liabilities, costs or expenses in connection with any proceeding brought by the Government and the Government hereby covenants to indemnify and save harmless the lessor from any such liabilities, costs or expenses. The lessor shall cooperate with the Government in any such contest or proceeding and execute any documents or pleadings required for such purpose provided the lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.

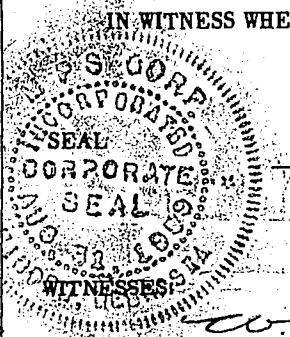
**Paragraph 18.**NON-DISCRIMINATION CLAUSE

In connection with the performance of work under this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
- (5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- (7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.



**M. P. S. Corporation**

(Corporate Name)

(A) Nebraska Corporation  
(State)

By W. D. Parley Jr.

Its PRESIDENT

By A. L. Schluter

Its VICE-PRESIDENT

By J. M. Brady

Its SECRETARY-TREASURER

W. H. King  
E. Rasmussen  
E. Rasmussen

WITNESSES:

Dorothea P. Wiley

THE UNITED STATES OF AMERICA

By Gilbert S. Muller

Title Regional Real Estate Manager

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF Nebraska  
COUNTY OF Douglas Kearney ss:

Personally appeared before me, a notary public in and for the county and State aforesaid,

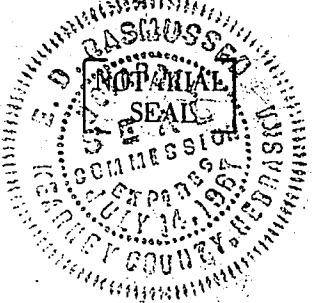
W. H. Paulay, Jr. - J. L. Schutte and J. R. McBride

and \_\_\_\_\_ who \_\_\_\_\_ known to me to be the  
\_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_

M. P. S. Corporation

and \_\_\_\_\_  
to be the same person who executed the foregoing lease, who depose and say that he know  
the seal of the said corporation, that the seal affixed to the above instrument is the seal of said cor-  
poration, and that it was affixed, and that he signed his name thereto, by authority of  
the said corporation, for the purposes set forth, and as his own free and voluntary act.

Done at Winnebago, Neb., in the county and State aforesaid, this 23<sup>rd</sup>  
day of December, 19 61.



E. D. Rasmussen  
Notary Public.

My commission expires July 14, 1967

NOTE.—If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be strick-  
en out, and on the blank line following this statement should be made: "and that the said corporation has no corporate  
seal."

Post Office Department

LEASE

FOR

POST OFFICE QUARTERS

Post Office Omaha, Nebraska  
Florence Station

Lessor M.P.S. Corporation  
Omaha, Nebraska

**M.P.S. CORP.**  
4841 BOYD ST.  
QMAHA, NEBR.

Date 12-23-61

Term 10 years.

Beginning December 8, 1961

Rent: \$ 8210.00 per annum.

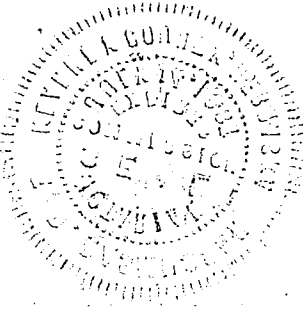
Lease includes: W-SS and AC

*8 mic*

RECEIVED

1962 JAN 30 AM 10 35

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.



STATE OF NEBRASKA }  
Douglas County }  
Entered in Primary Index and 603  
for Record in the office of the Register of  
Deeds of said County and recorded in  
Book 375 of Deeds  
Page 603

*Thomas J. O'Connor*  
Register of Deeds

BY \_\_\_\_\_ Deputy

W-SS-629-8  
Completed Fee 12.25

*24*