

DUPLICATE

POST OFFICE DEPARTMENT
LEASE

1 P.P.S.

MAIN OFFICE, STATION, BRANCH, ETC. Main Post Office	CITY, COUNTY, STATE AND ZIP CODE Schaller, Sac County, Iowa 51053
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1. This LEASE, made and entered into this Eleventh day of July, 1969 by and between **Roth & Associates, Inc.**

hereinafter called the Lessor,

whose address is **307 Flindt Drive, Storm Lake, Iowa 50588**

for Lessor and Lessor's ~~successors~~ successors, and assigns 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 of those certain rooms providing 3,209 square feet, net, inside measurements, first floor area, in the one-story masonry building, with loading platform + ramp, providing a total of 229 square feet; with exclusive use of paved driveway, parking and maneuvering areas, providing approximately 6,161 square feet; and approximately 666 square feet of the remaining lot area utilized for concrete walks and grass and landscaped areas, situated upon a certain tract of land being all of Lots 13 and 14, and the north 20 feet of Lot 15, Block 8, Town of Schaller, Sac County, Iowa, fronting 70 feet on Main Street with a depth of 150 feet, located on the East side of Main Street between Second and Third Streets, and known as and numbered 205 South Main Street, in

SCHALLER, SAC COUNTY, IOWA,

to be used for postal purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for:

THE TERM BEGINNING	AND ENDING WITH	TOTAL NUMBER OF YEARS
June 1, 1969	May 31, 1979	Ten (10)

4. The Government shall pay the lessor an annual rental of:

Eight Thousand, Two Hundred Fifty-Two and No/100 ---- Dollars. \$ 8,252.00 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:

NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)
(a) Five (5)	\$8,252.00	(c) Five (5)	\$8,252.00	(e)	
(b) Five (5)	\$8,252.00	(d) Five (5)	\$8,252.00	(f)	

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 unless stated otherwise herein.

6. The Lessor shall furnish to the Government under the terms of this lease, as part of the rental consideration, the following:

Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment. Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperatures in all portions of the demised premises in accordance with contractual requirements.

Lessor agrees to provide and replace during the continuance of the lease all ballasts as needed.

POD Form 1449
May 1966
Exception to Standard Form 2
Approved by Bureau of the Budget
August 1964

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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 tenable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. During the continuance of the lease, the interior of the building, including, but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer. The required painting shall be completed not later than six (6) months following the end of the first and each successive five (5) year period during the continuance of the lease. 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. Additionally, the lessor shall designate maintenance repairmen for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), to be called in the event of an emergency situation involving maintenance of the leased property and or equipment when the lessor or his agent cannot be contacted within a reasonable time.

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 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. Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.

(d) If conditions should occur which would otherwise give the Government the right to cancel this lease or to incur a cost for which it could obtain reimbursement under this lease, the Government shall not have said rights unless it gives:

(1) written notice of said occurrence by certified or registered mail to the mortgagee and the assignor of moneys due or to become due under this lease whose names and addresses are furnished to the Government by Lessor.

(2) said mortgagee and assignee not less than 45 days' opportunity to cure the default by the Lessor and the condition or conditions giving rise to said cancellation or reimbursement rights. Additional time may also be granted the above parties at the discretion of the Government. The curative period set out in this paragraph does not control or govern the curative period which has been or may be determined upon as proper in connection with any equal opportunity clauses, herein.

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 clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order No. 11246, dated September 24, 1965 (30 F.R.12319)).

During the performance of this contract, the contractor agrees as follows:

- (a) 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 nondiscrimination clause.
- (b) 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.
- (c) 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 labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended 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. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, 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 noncompliance: *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.
13. (The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Government and if the total rental under this lease exceeds \$10,000 per year, or, at the sole election of the Government, if the total rental under this lease combined with the total rental under all other Federal Government leases of space in the building which the space covered by this lease is located exceeds \$10,000 per year, the lessor agrees to comply with the following provision:)

- (a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, rest-rooms, and any other facility of a public nature in the building in which the space covered by this lease is located.
- (b) The lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish to such person or persons the use of any facility, including any and all services, accommodations, and activities provided thereby.
- (c) It is agreed that the lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space.
- (d) The lessor agrees to include, or to require the inclusion of, the foregoing provisions of this section (with the terms "lessor" and "lease" appropriately modified) in every agreement or concession pursuant to which any person other than the lessor operates or has the right to operate any facility. The lessor also agrees that it will take such action with respect to any such agreement as the Department may direct as a means of enforcing this section, including but not limited to termination of the agreement or concession.

14. The following paragraphs were deleted before execution: **Clauses (a) and (b) of Paragraph 10.**

15. The following paragraphs were added before execution: **None.**

16. It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by Roth & Associates, Inc. and accepted by the Government on June 26, 1968, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein.

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



ROTH & ASSOCIATES, INC.
(Company, Corporate or Partnership Name)

(A Iowa Corporation)
(State)

By Omer H. Roth

Its President
(Title)

By Harold Salton

Its Secretary
(Title)

WITNESSES:

* [Signature]

* [Signature]

GOVERNMENT:

WITNESSES:

Virginia Hesse

THE UNITED STATES OF AMERICA
By [Signature]
Title Chief, Real Estate Branch
Contracting Officer

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF IOWA
COUNTY OF BUENA VISTA

ss:

Personally appeared before me, a notary public in and for the county and State aforesaid,
Omer H. Roth

and Harold Salton who are known to me to be the
President and Secretary of the Roth & Associates, Inc.

and
to be the same person who executed the foregoing lease, who depose and say that they 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 they signed their name thereto, by authority of
the said corporation, for the purposes set forth, and as their own free and voluntary act.

Done at Storm Lake Iowa, in the county and State aforesaid, this 12
day of July, 19 69.



Madeline F. Bypal
Notary Public.

My commission expires July 4, 1972

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

DUPLICATE

Post Office Department

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FOR

POST OFFICE QUARTERS

Post Office..... SCHUMBER, IOWA

Lessor..... Roth & Associates, Inc.

FILED NO. 1336
BOOK 74 PAGE 6

1969 JUN 22 AM 3:50

JUNE REINSTRANK
RECORDED
SAC COUNTY, IOWA

Date July 11, 1969

Term Ten (10) years, with four 5-year renewal options at the same rental rate.

Beginning June 1, 1969

Rent: \$ 8,252.00 per annum.

Lease includes: Air conditioning equipment and heating equipment and maintenance of same.

DUPLICATE

for G.S.O

Roth & Associates, Inc.

Box 151 - St. Louis, Mo 63188