



Lease

Facility Name/Location

SPIRIT LAKE - MAIN OFFICE (188442-001)
1513 HILL AVE SPIRIT LAKE, IA 51360-9998

DICKINSON COUNTY
Project: I69820

This LEASE, made and entered into by and between Martin Heller, Individual hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 8, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

Upon which is a one story concrete block & brick building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	5,304	Joint Use/Common Areas:	
Platform	520		
Parking and Maneuvering	9,996		
Other:			
Driveway			
Landscaping			
Sidewalks			

INSTR. NO. 024122

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JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY IOWA
FEE \$ 26⁰⁰

Total Site Area: 17,424

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$39,780.00

Thirty-Nine Thousand Seven Hundred Eighty and 00/100 Dollars

payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be disbursed as follows:

payable to:

Martin Heller, Individual
333 Main Street
Madison NJ 07940-2324

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

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

FIXED TERM: The term beginning Nov 01, 2002 and ending Oct 31, 2007 for a total of 5 years.

4. RENEWAL OPTIONS: None.

5. UTILITIES, SERVICES, AND EQUIPMENT: Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: (See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.) Heating System, Air Conditioning Equipment, Light Fixtures, Sewerage System, Electrical System, Water System.

6. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:

Maintenance Rider - Lessor (M-1), Reimbursement Tax Rider/98 (T-1), Lessor shall be responsible for providing insurance. Lessor shall be responsible for maintenance of all furnished equipment including all tanks and connections. Postal Service shall be responsible for payment of separately metered heating fuel, electricity, water and sewerage service, snow removal, trash removal and custodial services.

7. The undersigned has completed the 'Representations and Certifications.' (See Section B).

8. **LEGAL DESCRIPTION:**

Lots Nine (9) and Ten (10), Block Thirty-Three (33), Rice's Addition to the Town of Spirit Lake, Dickinson county, Iowa.



Lease

EXECUTED BY LESSOR this 29 day of April, 2002

ALL INDIVIDUAL OFFERORS MUST SIGN

Martin Heller, Individual
Print Name & Title

Martin Heller
Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: Martin Heller, Individual
180
333 Main Street Madison NJ 07940-2324

Telephone No: 973
(201) 377-6000

Taxpayer ID: 154-26-7676

Alan R. Meader
Witness

Eileen M. Moran
Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 05/14/02

Vance Bennett
Signature of Contracting Officer

VANCE BENNETT
Contracting Officer

DENVER FACILITIES SERVICE
8055 E TUFTS AVE #400
DENVER CO 80237-2881
Address of Contracting Officer

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County: DICKINSON
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It is hereby understood and agreed between the parties that this lease is subject to and conditional upon:

1. Lessor shall replace ^{or repair} the existing HVAC system with a professionally installed, system of adequate size to provide heating and cooling of the building prior to the 2002 summer season. ~~10~~
12

2. Lessor agrees to professionally encapsulate the existing tile floor of the building within 120 days of acceptance of this lease. Said work shall be conducted in cooperation with the local Postmaster with respect to time of day and areas to be worked, so as to minimize disruption of Postal operations and movement of the mail.

In the event either of the above numbered items do not occur as outlined, the Postal Service reserves the right to declare this lease null and void and of no further force or effect.



Form of Acknowledgment
for Individuals

STATE OF NEW JERSEY

COUNTY OF MORRIS

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

MARTIN HELLER

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

who is known to me to be the same person(s) who executed the foregoing lease, and who acknowledged that said person(s) signed, sealed and delivered the same as said person(s)'s free and voluntary act for the uses and purposes therein set forth.

Witness my hand and notarial seal, in the County and State aforesaid,
this 29th day of APRIL, 2002.

NOTARIAL
SEAL

Notary Public

ALAN R. MEADES

NOTARY PUBLIC OF NEW JERSEY

My commission expires April 12, 2004