

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

Diocese of Lincoln
Lincoln, Nebraska

September 9, 1966

To St. Mary's Church, a Corporation
Elmwood, Nebraska

Reverend Peter Gadiant is hereby appointed as proxy to cast the votes of the Most Reverend Bishop of Lincoln and the Right Reverend Vicar General at the next meeting of the Corporation in favor of a motion authorizing the following resolution:

BE IT RESOLVED that the President, James V. Casey, and the Secretary, Peter Gadiant, of St. Mary's Church of Elmwood, a corporation, be and they are hereby authorized and empowered to execute on behalf of said corporation a warranty deed conveying to Mr. & Mrs. Orval Miller for a consideration of \$1,000.00 the following described property:
the east 25 feet of the south 105 feet of lot 13, and the south 105 feet of lot 14, Block 5, in the Village of Elmwood, Cass County, Nebraska.

James V. Casey
Bishop of Lincoln.
Thomas M. Kealy
Vicar General

AFFIDAVIT
Theresa Rough
To: COMPARED
Public \$2.25
Filed 26 October 1966 at 10:36 A. M.
Book 10 page 37
Betty Philpot, Register of Deeds

STATE OF NEBRASKA)
) ss AFFIDAVIT
COUNTY OF CASS)

Theresa Rough, being first duly sworn on oath deposes and states that she is the surviving widow of Arthur Rough, deceased, and that affiant and the said Arthur Rough were the owners of record title of the South half of the Southeast Quarter of Section 16, Township 11 North, Range 12, East of the 6 P.M. in Cass County, Nebraska, except that part conveyed to the State of Nebraska for highway purposes, and that the said Arthur Rough departed this life on July 12, 1965 at Weeping Water, Cass County, Nebraska and that affiant is now the sole owner of record of said real estate and is in possession thereof.

Further affiant sayeth not.

Theresa Rough

Subscribed in my presence and sworn to before me this 26 day of October, 1966.

(HAROLD R. LEBENS) Harold R. Lebens
(GENERAL NOTARY) Notary Public
(STATE OF NEBRASKA) My Commission Expires: May 1, 1970

LEASE Filed 3 November 1966 at: 8:46 A.M.
C. W. Durham et al Betty Philpot, Register of Deeds
To: \$ 11.25
United States of America

POST OFFICE DEPARTMENT
LEASE

1. This LEASE, made and entered into this 8th day of September, 1966 by and between C. W. Durham and Margre Durham, his wife, and W. A. Richardson and Leitha Richardson, his wife, d/b/a Engineers Building Company, a partnership, whose address is 3555 Farnam Street, Omaha, Nebraska 68131, for themselves and their heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the UNITED STATES of America hereinafter called the Government; WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and

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L. BRONKHORST PAPER CO.
LINCOLN, NEBRASKA

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agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block 9, Original Town and that portion of Lot Seven (7) not taken by Washington Avenue as surveyed, platted and recorded in Plattsmouth, Cass County, Nebraska, on the northeast side of Washington Avenue at 8th Street and Avenue B-Oak, together with all improvements thereon including the one story masonry building providing approximately 5,614 square feet net interior space on the first floor, plus canopies mailing apron and ramp providing approximately 620 square feet, plus exclusive use of paved open area for parking and maneuvering at rear and in front of building providing approximately 9,177 square feet of space, plus approximately 4,531 square feet of landscaped area, plus approximately 747 square feet of sidewalk and approximately 261 linear feet of curb, all in Plattsmouth, Cass County, Nebraska, 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

August 1, 1966,

July 31, 1986

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

Eleven thousand one hundred and no/100 Dollars. \$ 11,100.00

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 ANNUM RENTAL)	NO. YEARS	AT (PER ANNUM RENTAL)
(a) Five (5)	\$11,100.00	(c) Five (5)	\$10,900.00	(e) Five (5)	\$10,500.00
(b) Five (5)	\$11,100.00	(d) Five (5)	\$10,700.00	(f) Five (5)	\$10,500.00

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: Lessor shall furnish 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, and to furnish necessary filters. Lessor agrees to furnish air conditioning equipment, including but not limited to replacement of necessary refrigerant and air filters when needed. Lessor agrees to provide and replace during the continuance of the lease all ballasts as needed,

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DUPLICATE

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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 tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or

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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 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 assignee 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 the non-

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discrimination clauses, Paragraph 12 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 President's Committee on Equal Employment Opportunity issued pursuant to Executive Order No. 10925 of March 6, 1961 (26 FR 1977) and Executive Order No. 11114 of June 26, 1963 (28 FR 6485).) 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 non-discrimination 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 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.

(d) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961 as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961 as amended 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.

(f) 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, 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. 10925 of March 6, 1961 as amended, 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.

(g) The contractor will include the provisions of paragraphs (a) through (g) in every subcontract

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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 as amended, 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.

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13. The following paragraphs were deleted before execution: Clauses (a) and (b) of Paragraph 10 are deleted for the basic lease term but shall be operative under all renewal option periods.

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14. The following paragraphs were added before execution: 15, 16 and 17.

15. The lessor shall repaint the interior of the leased premises, including, but not limited to, the walls and ceilings, at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five (5) year period is specifically extended in writing by the Contracting Officer.

16. POD Form 1419, Tax Escalation Clause Rider.

17. In consideration of the award of this lease contract, the Government shall have the option to purchase the fee simple title to the leased premises, including the underlying land, at the following respective times and prices:

- (1) At end of basic lease term \$ 125,000.00
- (2) At end of first 5-year renewal option term \$ 120,000.00
- (3) At end of second 5-year renewal option term \$ 115,000.00
- (4) At end of third 5-year renewal option term \$110,000.00
- (5) At end of fourth 5-year renewal option term \$105,000.00
- (6) At end of fifth 5-year renewal option term \$100,000.00
- (7) At end of sixth 5-year renewal option term \$100,000.00

all in accordance with any applicable Federal statutes in effect now or hereafter while this lease is in effect; provided, however, that the Government shall give the Lessor notice of election to purchase at least one year in advance of the respective times set out next above.

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Paragraph 16. 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 \$2,800.00 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

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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.

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18. It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by C. W. Durham and W. A. Richardson and accepted by the Government on January 6, 1965, 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.

Seal _____ (A _____ Corporation)
(Company, Corporate or Partnership Name) (State)

By _____

WITNESSES:

Its _____
(Title)

By _____

Its _____
(Title)

Rose M. Caniglia Carol J. Ostergaard

C W Durham
C. W. Durham

Rose M. Caniglia Carol J. Ostergaard

Margre Durham
Margre Durham, his wife

Rose M. Caniglia Carol J. Ostergaard

W A Richardson
W. A. Richardson

Rose M. Caniglia Carol J. Ostergaard

Leitha Richardson
Leitha Richardson, his wife

GOVERNMENT:

THE UNITED STATES OF AMERICA

WITNESSES:

By R H Wilson

Mary Ann Summerfield

Title Acting Director, Realty Division
Contracting Officer

Approved as to Form:

Robert B Jarne
for Assistant General Counsel
Real Property Division

PAB
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RHW

POD Form 1449
Jan. 1965

GPO 891-964

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FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of Nebraska)
) SS:
County of Douglas)

Personally appeared before me, a Notary Public in and for the County and State aforesaid, C. W. Durham who is known to me to be the same person who executed the foregoing lease, and who acknowledged that he signed, sealed, and delivered the same as his free and voluntary act for the uses and purposes therein set forth.

And on the same day also voluntarily appeared before me Margre Durham, wife of the said C. W. Durham to me well known as the person signing said lease, and in the absence of her husband, said wife declared that she had of her 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 her said husband.

Witness my hand and notarial seal, in the County and State aforesaid, this 14th day of September, 1966.

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Joseph J Forman
Notary Public

(Notarial Seal))
(JOSEPH J. FORMAN)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(JULY 6, 1967)
(DOUGLAS COUNTY, NEBRASKA)

My commission expires July 6, 1967

POD Form 1438
Dec. 1964

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of Nebraska)
) SS:
County of Douglas)

Personally appeared before me, a Notary Public in and for the County and State aforesaid, W. A. Richardson who is known to me to be the same person who executed the foregoing lease, and who acknowledged that he signed, sealed, and delivered the same as his free and voluntary act for the uses and purposes therein set forth.

And on the same day also voluntarily appeared before me Leitha Richardson, wife of the said W. A. Richardson to me well known as the person signing said lease, and in the absence of her husband, said wife declared that she had of her 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 her said husband.

Witness my hand and notarial seal, in the County and State aforesaid, this 14th day of September, 1966.

(Notarial Seal))
(JOSEPH J. FORMAN)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(JULY 6, 1967)
(DOUGLAS COUNTY, NEBRASKA)

Joseph J. Forman
Notary Public

My commission expires July 6, 1967

POD Form 1438
Dec. 1964

MORTGAGEE'S AGREEMENT

(To be executed and attached to lease before it is recorded)

Date September 19, 1966

The undersigned, Life Investors Insurance Company of America (Mortgagee) holder(s) of a mortgage in the sum of \$ 126,600.00 on the property situated 8th and Avenue B Plattsmouth, Nebraska (Street Address) (City, State, and ZIP Code) hereby consent(s) to the leasing of said property to the Government for post office purposes and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to foreclose said mortgage the said mortgagee will cause the sale of said premises to be made subject to said lease. The subject mortgage matures on March 1, 1987 (insert date) and (does) (does not) contain a provision affecting its priority over the post office lease.

Life Investors Insurance Co. of America

By Samuel E Orebaugh
(Mortgagee Company)

Witness: Carlton L Hall
Carlton L. Hall

NY
(Signature of Mortgagee's Officer)
Samuel E. Orebaugh
President

Address: 275-50th Street NE, Cedar Rapids, Ia

Its
(Title of Mortgagee's Officer)

275-50th Street NE
(Street Address)

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20334—REDFIELD & COMPANY, INC., OMAHA

FLEXIBLE HINGE
L. L. BROWN & COMPANY, INC.
ST. LOUIS, MO.

Cedar Rapids, Iowa 52406
(City, State and ZIP Code)

SUBSCRIBED AND SWORN to before me, a notary public, in and for Linn County, State of Iowa,
this 19 day of September, 1966

(HARVEY L. CLARK)
(IOWA)
(NOTARIAL SEAL)

Harvey L. Clark
Notary Public

My commission expires July 4, 1969

POD Form 1450
Oct. 1964

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