

28453

POST OFFICE DEPARTMENT  
RENTAL AGREEMENT

VOL. 21183 PAGE

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THE UNDERSIGNED, hereinafter called the LANDLORD, hereby rents to THE UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, the premises hereinafter described for postal purposes, pursuant to the terms and conditions described herein and on the reverse hereof.

1. The premises to be rented are located at:

(Address) Southerly 90' of Lot 7, & West 10 ft. of Lot 8, Bk. 2 (City) CHEMULT (County) KLAMATH (State and ZIP Code) OREGON 97731  
upon which is or will be located a \_\_\_\_\_ story building and which property contains or will contain areas and spaces, improvements and appurtenances as shown on Drawings(s) No. 6-67 & Std. Detail Dwg. 6-400, 6-401, 6-402, 6-403 & 6-910 dated Dwg. dated 1/16/67, and / or described as:

| AREA                               | DIMENSIONS | NET SQ. FT. | AREA                  | DIMENSIONS | NET SQ. FT. |
|------------------------------------|------------|-------------|-----------------------|------------|-------------|
| FIRST FLOOR                        | 36x24      | 864         | DRIVEWAY              | and        |             |
| PLATFORM                           | 8x10       | 80          | PARKING & MANEUVERING |            | 3932        |
| STORAGE OF VEHICLES (No. of Units) |            |             | OTHER (Describe)      |            |             |

2. TERMS (in each case two (2) of the following paragraphs, "A", "B" and "C" must be deleted)

~~Month-to-Month. This is a month-to-month tenancy for an indefinite period beginning \_\_\_\_\_, 19\_\_\_\_, and may be terminated at any time by either party giving to the other a thirty days' written notice, any such notice given by LANDLORD to be directed to the Contracting Officer.~~

~~Fixed Term. To have and to hold said premises with their appurtenances for a term of Sixty (60) months beginning December 9, 1968 and ending December 8, 1973.~~

~~(2) This agreement may be renewed, at the option of the Government providing that 30 days' written notice is given before the end of the fixed term, for the following separate and consecutive terms and at the following monthly rentals:~~

| NO. MONTHS | AT (PER MONTH RENTAL) | NO. MONTHS | AT (PER MONTH RENTAL) | NO. MONTHS | AT (PER MONTH RENTAL) |
|------------|-----------------------|------------|-----------------------|------------|-----------------------|
| (a) Sixty  | \$ 169.00             | (b) sixty  | \$ 169.00             | (c) Sixty  | \$ 169.00             |

~~Automatic Renewal. To have and to hold the said premises with their appurtenances for a term of one year beginning \_\_\_\_\_, 19\_\_\_\_. Thereafter this agreement shall renew itself from year to year unless thirty days before the end of any annual term the LANDLORD gives written notice of termination, delivered to the Contracting Officer. The GOVERNMENT may terminate this agreement at any time by giving thirty days' written notice to the LANDLORD.~~

3. RENTAL. The GOVERNMENT shall pay the LANDLORD monthly rental of \$ 169.00 payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to:

Klamath Bldg. Co.  
4. The LANDLORD, unless otherwise specified herein, shall maintain the premises in good repair and tenable condition, except in case of damage arising from the act or negligence of Government's agents or employees and, as part of the rental consideration, shall also furnish suitable flag staff, proper post office sign (legible from across the street), a ten pound multiple purpose fire extinguisher for all class fires, and the following utilities, services, equipment, etc.: None  
and shall keep such furnished items in good condition, except the Government shall be responsible for re-charging and shall pressure testing the fire extinguisher, with Landlord remaining responsible for repairing and replacing same.

5. Other provisions agreed upon: Building shall not be completed ~~herein~~ before 90 days nor after 180 days from date of award. This bid will not be withdrawn before 60 days from date of presentation. ~~It is agreed that after the basic 5 years lease the rent will be adjusted to 75% of the original bid.~~

EXECUTED BY LANDLORD: Michael G. Edwards 1968 ACCEPTANCE BY GOVERNMENT: 12-17-68, 19\_\_\_\_

By: Michael G. Edwards (Print Name & Title) THE UNITED STATES OF AMERICA  
Klamath Bldg. Co.

Identifying Number (See Condition 11 on Reverse) 93-0556777 By: Charles Bell  
Address: 2040 Earl St. Title: Chief, Real Estate Branch  
Klamath Falls Oregon 882-6030 Address: 415 5th St. North, Seattle, WA 98109

STATE OF OREGON,  
County of Multnomah

FORM NO. 23 - ACKNOWLEDGMENT  
STEVENS-HERR LAW FIRM, CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 8th day of February, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within Michael G. Edwards

the identical individual described in and who executed the within instrument and that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

George L. Johnson  
Notary Public for Oregon.  
My Commission expires Nov. 22, 1968



# CONDITIONS

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1. LANDLORD'S SUCCESSORS. The terms and provisions of this Rental Agreement and the conditions herein shall bind the Landlord, and the Landlord's heirs, executors, administrators, and assigns.

2. APPLICABLE CODES AND ORDINANCES. The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented property is situated and, at his own expense, to obtain all necessary permits and related items.

3. OFFICIALS NOT TO BENEFIT. No member of, or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this rental contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this rental contract if made with a corporation for its general benefit.

4. COVENANT AGAINST CONTINGENT FEE. The Landlord warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Landlord for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having dealings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this Rental Agreement, may be considered as bona fide employees or agencies within the exception contained in this clause.)

5. ALTERATIONS. The Government may make alterations, attach fixtures or signs, and erect structures in or upon the rented premises, all of which shall be the property of the Government and, if the Landlord requests, within 30 days before termination of the Rental Agreement, the Government will repair promptly or provide the Landlord payment in lieu thereof for any damage caused by its removal of such property.

6. UNFITNESS FOR USE. If any building or any part of it, on the rented property becomes unfit for use for the purposes stated, the Landlord shall put the same in a satisfactory condition, as determined by the Post Office Department, for the purposes stated. If the Landlord does not do so with reasonable diligence, the Post Office Department in its discretion may cancel the Agreement. For any period such building or any part thereof is unfit for the purposes stated, the rent shall be abated in proportion to the amount 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 unavailability arising from such matters as design, size or location of the building.

7. DESTRUCTION OF PREMISES. Notwithstanding the provisions in paragraph 6 of these "Conditions", if the said premises be destroyed by fire or other casualty, this Agreement shall immediately terminate.

8. EXAMINATION OF RECORDS. (NOTE: This provision is applicable if this Rental Agreement was negotiated without advertising.)  
a. The Landlord agrees that the Postmaster General and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of 3 years after final payment under this Rental Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Landlord involving transactions related to this Rental Agreement.  
b. The Landlord further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General and the Comptroller General of the United States or their representatives shall, until the expiration of 3 years after final payment under this Rental Agreement with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" excludes (1) purchase orders not extending \$2,500; and (2) subcontracts for purchase orders not public.

utility services at rates established for uniform applicability to the general public.

9. EQUAL OPPORTUNITY CLAUSE. (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, (39 F.R. 12319)). During the performance of this contract, the contractor agrees as follows: (a) The contractor shall 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 not discriminate against any employee 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.

10. RECORDING. If the rented property is located in a State requiring the recording of leases or rental agreements, and if the Government so requests, the Landlord shall comply with all such statutory requirements at Landlord's sole cost.

11. IDENTIFYING NUMBER. The identifying number shall be either a Federal Social Security number when the Landlord is an individual or an Employer Identification number when the Landlord is a business or legal entity such as corporations, trusts, estates, partnerships, etc.

Filed for record at request of Klamath Building Co.  
this 30th day of December 1968 at 1:25 o'clock P.M. and  
duly recorded in Vol. M-68, of Deeds on Page 21183  
DOROTHY ROGERS, County Clerk

Fee \$3.00  
By Chapman K. Horstman  
Deputy