

Exception of 25-3
Approved by Bureau of the Budget
April 1, 1961

POST OFFICE DEPARTMENT
I.P. 38

WAX 29/11/61

1. This LEASE, made and entered into this 29 day of Nov 1961, and between
Al Angelo Construction Company

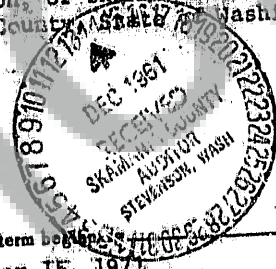
whose address is 1824 4th Plain Avenue, Vancouver, Washington

for itself, its heirs, executors, administrators, 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 recited, do hereby covenant and agree as follows:

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

All that certain one-story masonry building having inside measurements of 34'8" x 54'4", less 18' x 6" and 10'8" x 24'8", providing approximately 1859 square feet net inside space; plus mailing platform of 24' x 10'8", or approximately 256 square feet; plus ramp 5'16" x 5', or approximately 8' square feet; plus covered entry 18' x 6', or approximately 108 square feet; and the remainder of the 4,000 square-foot lot to provide approximately 1697 square feet of asphaltic concrete parking and maneuvering area, all being situated on Lot 13, the southerly 52 feet of Lot 12 and Lot 14 EXCEPT the northerly 3 feet thereof, all in Block 6 of the Town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, or the northeast corner of First and Russell Streets, Stevenson, Skamania County, State of Washington.



to be used for postal purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 16, 1961 and ending with November 15, 1971.

4. The government shall pay the Lessor an annual rental of Thirty-three hundred and no/100 - - Dollars (\$ 3,300.00

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:

First five (5) years at	\$ 3,180.00	per annum
Second five (5) years at	\$ 2,880.00	per annum
years at		per annum
years at		per annum
years at		per annum
years at		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: Heating system of sufficient size and capacity to maintain a uniform temperature of 70 degrees Fahrenheit in all areas based on the design temperature commonly in use in the locality; lighting fixtures and replace ballasts as required; plumbing and toilet fixtures; gas, water and electric meters as now installed in the demised premises.

It is understood and agreed that the terms and conditions set forth in the Agreement to Lease, Form 1400 dated May 15, 1961, as amended by lessor's letter of May 17, 1961, reducing the annual rental and renewal option, accepted by the Government on May 31, 1961, together with Architect's Drawing dated July 26, 1961, (3 sheets) approved by the Government on July 27, 1961, are incorporated herein and made a part of this lease by reference.

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 tenanted 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 be 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 vacate the office in a Government-owned building which shall have been provided for its use. (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 for the additional rental established by 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 rental 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:

Clause (c) and (d), Paragraph 10.

- 13. The following paragraphs were added before execution:
- 14. POD Form 1449-A, Lease Rider, page 3.
- 15. POD Form 1419, Tax Escalation Clause Rider, page 4.
- 16. POD Form 1421, Non-Discrimination Clause Rider, page 5.
- 17. Signature-Witness, page 6.

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POST OFFICE DEPARTMENT

LEASE RIDER

PARA. 14. IN ADDITION TO ANY OTHER REMEDY AFFORDED THE GOVERNMENT BY THIS LEASE, THE GOVERNMENT SHALL HAVE THE RIGHT:

- (a) to obtain reimbursement from the lessor for the excess cost to the government of leasing such other facilities as the Postmaster General determines to be necessary to replace the building covered by this lease, or any part thereof, being or remaining unavailable to the Government by reason of a breach of the conditions (including required repair and reconstruction) of this lease, and
- (b) to make repairs to, or reconstruct the building covered by this lease in the event the lessor refuses or neglects to make repairs to or reconstruct the building covered by this lease when the lessor is required to do so by this lease; and to do the same for the account of the lessor, and to obtain reimbursement from the lessor for the cost thereof.
- (c) 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 mortgagees 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 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 given rise to said right or rights.

STEVENSON, WASHINGTON

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TAX ESCALATION CLAUSE RIDER

15. 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 \$240.00 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, then 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, Postal Service, 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.

NON-DISCRIMINATION CLAUSE

16. 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 recruiting; 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.

STEVENSON, WASHINGTON

PAGE 5.

THE FOLLOWING PARAGRAPH IS TO BE REPLACED BY ATTACHED PARAGRAPH 16.

17. 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 provisions 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 subcontracts 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.

SEAL

(Corporate Name)

(A)

(State)

Corporation)

By

Its

By

Its

WITNESSES:

ALAMITO CONSTRUCTION CO.

By

Owner-Partner

Owner-Partner

WITNESSES:

THE UNITED STATES OF AMERICA

TO THE COUNTY CLERK OF THE COUNTY OF ALAMITO, CALIFORNIA

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FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of WASHINGTON

SS:

County of Clark

Personally appeared before me, a Notary Public in and for the County and State aforesaid,
AL C. ANGELO and KATHRYN ANGELO

who are known to me to be the same persons who executed the foregoing
lease, and who acknowledged that they signed, sealed, and delivered the same as their

free and voluntary act for the uses and purposes therein set
forth.

And on the same day also voluntarily appeared before me KATHRYN ANGELO, wife

of the said Al C. Angelo

to me well known as the person signing said lease, and in the absence of Al C. Angelo
said

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 has full knowledge, without compulsion or undue influence

of Al C. Angelo

said husband.

Done at Vancouver, in the County and State aforesaid, this

29 day of November, 19 61

NOTARIAL
SEAL

Janice E. Worden
Notary Public.

My commission expires May 1, 1963

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of WASHINGTON 551
County of Clark

Personally appeared before me, a Notary Public in and for the County and State aforesaid,
TED ANGELO and MARY JANE ANGELO

who are known to me to be the same person who executed the foregoing
lease, and who acknowledged that they signed, sealed, and delivered the same as their

free and voluntary act for the uses and purposes therein set
forth.

And on the same day also voluntarily appeared before me Mary Jane Angelo, wife

of the said Ted Angelo

to me well known as the person signing said lease, and in the absence of Ted Angelo
said

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 has full knowledge, without compulsion or undue influence

of Ted Angelo

said husband

Done at Seacrest in the County and State aforesaid, this

29 day of January, 1961

[NOTARY
SEAL]

My commission expires May 1, 1963