

Certified Mail P 945 456 480  
Return Receipt Requested

FSC11:SMcKee:sm:-6152



April 17, 1990

UNITED STATES POSTAL SERVICE  
Facilities Service Center  
222 South Riverside Plaza, Suite 2000  
Chicago, IL 60606-6150

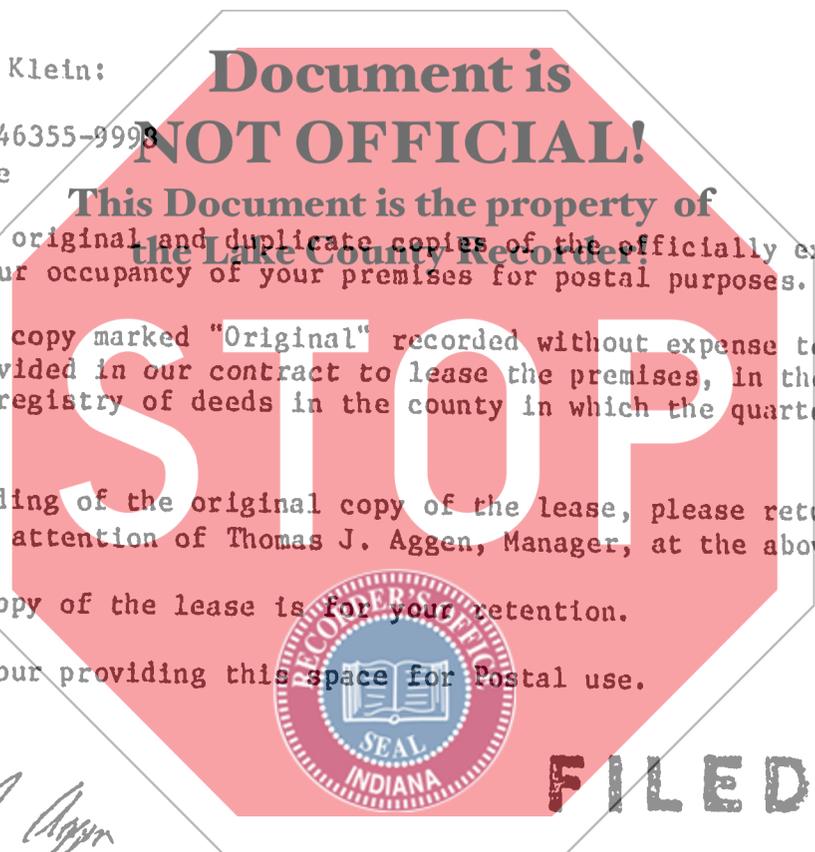
097008

Mr. & Mrs. Lawrence J. Klein  
P. O. Box 57  
Leroy, IN 46355-0057

STATE OF INDIANA/S.S. NO.  
APR 25 10 31 AM '90  
ROBERT H. ROBERTS

Dear Mr. & Mrs. Klein:

Re: Leroy, IN 46355-9999  
Main Office



Enclosed is the original and duplicate copies of the officially executed Lease providing for our occupancy of your premises for postal purposes.

Please have the copy marked "Original" recorded without expense to the Postal Service, as provided in our contract to lease the premises, in the proper office for the registry of deeds in the county in which the quarters are located.

Following recording of the original copy of the lease, please return it promptly to the attention of Thomas J. Aggen, Manager, at the above address.

The Duplicate copy of the lease is for your retention.

We appreciate your providing this space for Postal use.

Sincerely,

*Thomas J. Aggen*  
Thomas J. Aggen, Manager  
Realty Management Branch

Encl

FILED

APR 25 1990

*Anna N. Anton*  
AUDITOR LAKE COUNTY  
*See P9 #2 for legal.*

001571

14.50

U.S. Postal Service  
**SHORT FORM LEASE**

Main Office, Station, Branch, Etc.

**Leroy, IN Main Post Office**

THE UNDERSIGNED, hereinafter called the Lessor, hereby leases to the United States Postal Service, hereinafter called the Postal Service, the premises hereinafter described, pursuant to the terms and conditions described herein and contained in PS Form 7417 A, General Conditions to Short Form Lease, attached hereto.

1. **Location.** The premises are located at 14120 Elkhart Street  
(Number and Street)

Leroy Lake Indiana 46355-9998  
(City) (County) (State) (ZIP + 4)

Upon which is or will be located a one story frame building and which property contains or will contain areas, spaces, improvements, and appurtenances as follows **A part of:**

**The South 47 feet of Lot 5 and the North 56 feet of Lot 6, Town of Leroy, as shown in Plat Book 1, page 5, in Lake County, IN.** #10-40-849

Area	Dimensions	Net Sq Feet	Area	Dimensions	Net Sq Feet
First Floor	9'2"x12'11"	118.40	Driveway		
Platform			Parking and Maneuvering		
Vehicle Storage (No. of Units)			Other (Describe)		

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

**A** Month-to-Month. This lease is tenancy for an indefinite period. It may be terminated by either party giving to the other thirty days written notice by Lessor to be directed to the Contracting Officer.

**B** Fixed-Term. To have and to hold said premises with its appurtenances for a term of twenty four ( 24 months beginning March 1, 1990 and ending February 28, 1992 )

(2) This agreement may be renewed, at the option of the Postal Service, for the following separate and consecutive terms and at the following monthly rentals provided notice be given in writing to the Lessor at least 30 days before the end of the fixed term and each renewal term provided herein

No. of Months	At (Per Month Rental)	No. of Months	At (Per Month Rental)	No. of Months	At (Per Month Rental)
(a.) 36	\$ 140.00	(b.) 60	\$ 145.00	(c.) DELETED	

**C** Automatic Renewal. To have and to hold said premises with its appurtenances for a term of one year beginning March 1, 1990. Thereafter this agreement shall renew itself for year to year unless the Lessor gives written notice of termination thirty days before the end of any annual term, delivered to the Contracting Officer. The Postal Service may terminate this agreement at any time by giving thirty days written notice to the Lessor.

3. **Rental.** The Postal Service shall pay the Lessor monthly rental of \$ 125.00 payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to: **Karen J. Klein and/or Lawrence J. Klein**

4. Lessor, as part of the rental consideration shall furnish the following utilities, services, and equipment:  
**Heating, Air Conditioning and Lighting Equipment. Access to Washroom.**

5. **Other Provisions.** The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:  
**The Postal Service agrees to pay separately metered electrical charges. See attached "Held Harmless Clause".**  
The Postal Service may terminate this agreement at any time by giving one hundred

6. The following paragraphs were deleted before signing: eighty days written notice to the Lessor. *JK KL TB*  
**2A, 2B(2)(C) and 2C, and 2B(1)**

7. The undersigned has completed and attached hereto Form 7319-B, Representations and Certifications, and Form 7319-C, Representations and Certifications (Business Data).

EXECUTED BY LESSOR 2-28, 1990  
By: Karen L. Klein - Lawrence J. Klein  
(Signature)  
Karen L. Klein - Lawrence J. Klein  
(Print or Type Name and Title)

ACCEPTANCE BY POSTAL SERVICE April 19, 1990  
By: Thomas J. Aggen  
(Signature)  
Thomas J. Aggen, Manager  
(Print or Type Name)  
Title: Realty Management Branch  
(Contracting Officer)  
Suite 1200  
Address: 222 S. Riverside Plaza  
Chicago, IL 60606-6152  
(City, State, and ZIP + 4) (Telephone)

Identifying No. 312-60-8108  
Address: P.O. Box 57  
Leroy, IN 46355-0057 219/663-9413  
(City, State, and ZIP + 4) (Telephone)  
Witness: \_\_\_\_\_

Hold Harmless Clause

The Postal Service hereby agrees to save harmless and indemnify the lessor from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from the use of said property by the Postal Service whenever such claim, loss, damage, actions, causes of action, expense, and/or liability arise from the negligent or wrongful act or omission by a Postal employee while acting within the scope of his employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service shall be under no obligation to save harmless and indemnify the lessor where the negligent or wrongful act or omission by the lessor, its employees or agents, in any way causes or contributes to the claim, loss, damage, actions, causes of action, expense or liability.

**Document is NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

**STOP**



*pk*  
*JJK - 2-28-90*

*Please Initial*

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

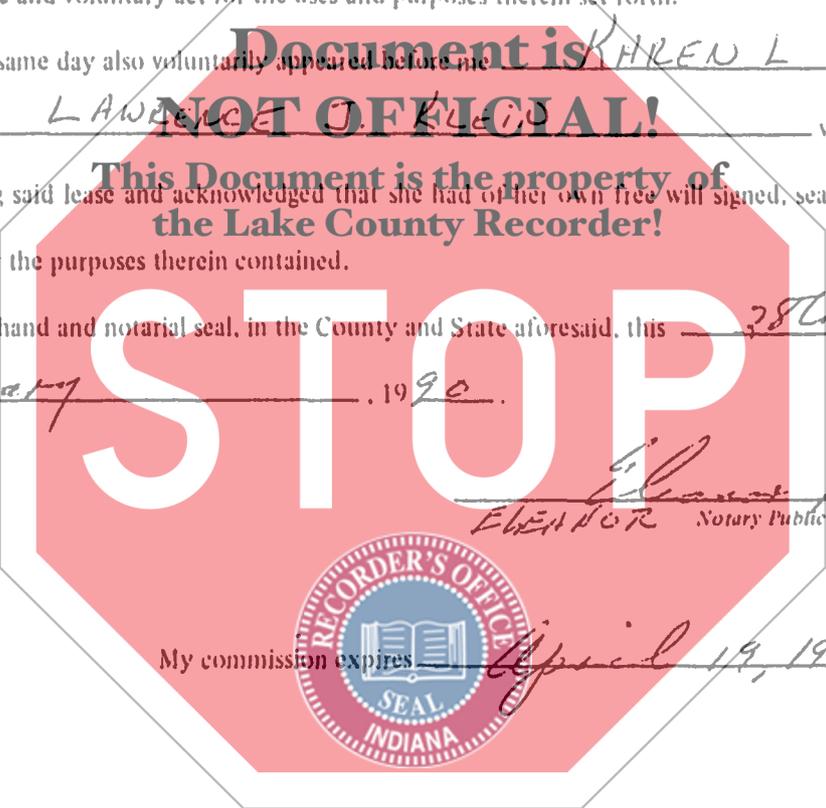
State of Indiana )  
County of Lake ) SS:

Personally appeared before me, a Notary Public in and for the County and State aforesaid, LAWRENCE J. KLEIN 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 KAREN L KLEIN wife of the said LAWRENCE J. KLEIN who is known to me as the person signing said lease and acknowledged that she had of her own free will signed, sealed, and delivered the foregoing lease for the purposes therein contained.

Witness my hand and notarial seal, in the County and State aforesaid, this 28th day of February, 1990.

(Notarial Seal)



Eleanor Nichols  
Notary Public

My commission expires April 19, 1993



U.S. Postal Service

# DESIGNATION OF EMERGENCY REPAIR PERSONNEL

Return two completed, signed copies of this form to: ✓

Postal Unit

Street Address

City, State, ZIP Code

Contact the following repair personnel for emergency repairs for those services that are my responsibility under the terms of the lease, when I (or my agent) cannot be reached after a reasonable period of time at:

Area Code & Telephone No.  
219-663-9413

**Document is NOT OFFICIAL!**

This Document is the property of  
J + H BUILDERS - Crown Point, IN,  
the Lake County Recorder!  
219 - 663 - 8544  
46307

**STOP**



SAME

For Roofing/ Structural Emergencies <input type="checkbox"/> Check If Not Applicable	
For Electrical Emergencies <input type="checkbox"/> Check If Not Applicable	
For Plumbing Emergencies <input type="checkbox"/> Check If Not Applicable	
For Heating, Ventilating and Air-Conditioning Emergencies <input type="checkbox"/> Check If Not Applicable	
For Other Emergencies (Windows, Doors, Locks, Etc.) <input type="checkbox"/> Check If Not Applicable	

▶ Sign Original and Copy

This letter is not intended to, nor does it in anyway, increase my responsibilities as owner (or agent w/owner) of the property to the occupant, the U.S. Postal Service.	Signature of Owner or Owner's Agent <i>Laura J. Klein</i>	Date 2-28-90
	Street Address PO Box 57, 14120 Dekhart St.	
	City, State, ZIP Code Gary, IN 46355-0057	



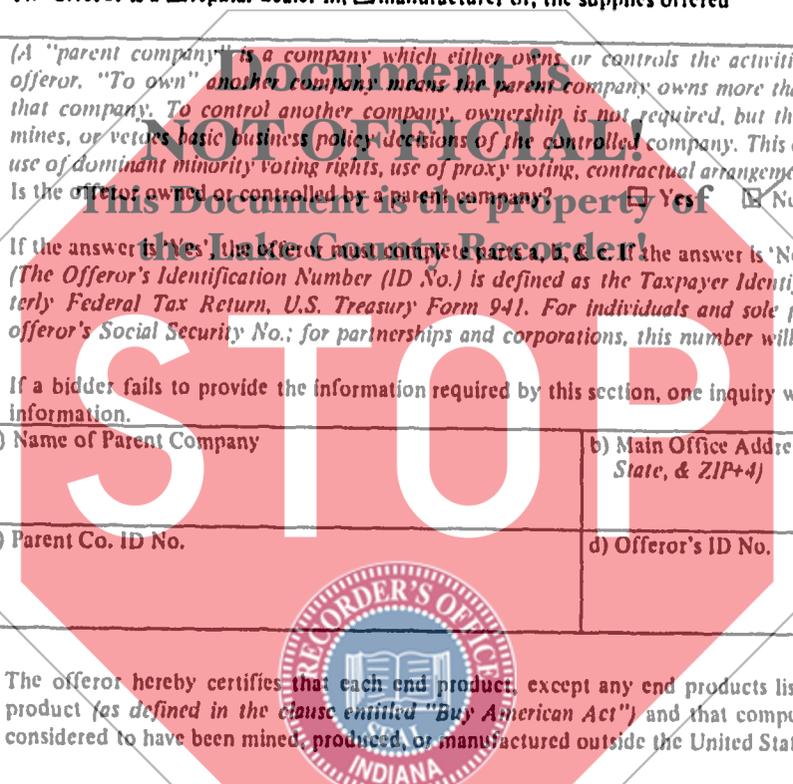
# REPRESENTATIONS AND CERTIFICATIONS

Page | 01

Name & Address Of Offeror	(No., Street, City, State, & ZIP+4) LAURENCE J & KAREN L KLEIN P.O. BOX 57 14170 ELKHART ST LORAIN, IN 46355-0057	USPS Solicitation No.
		Date of Offer 2-28-90

The offeror makes the following representations & certifications as a part of the offer identified above.

Instructions	(Check and complete all applicable boxes or blocks. The term 'offer' means bid where the procurement is advertised, and proposal where the procurement is negotiated.) NOTE: Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.	
1. Type Of Organization	The offeror operates as an <input checked="" type="checkbox"/> individual, <input type="checkbox"/> partnership, <input type="checkbox"/> joint venture, <input type="checkbox"/> corporation, or <input type="checkbox"/> a nonprofit organization incorporated in the State of _____.	
2. Regular Dealer/Manufacturer	(Check only for supply contracts where the offer exceeds \$10,000.) The offeror is a <input type="checkbox"/> regular dealer in, <input type="checkbox"/> manufacturer of, the supplies offered	
3. Parent Company & Employer ID Number	(A "parent company" is a company which either owns or controls the activities and basic business policies of the offeror. "To own" another company means the parent company owns more than 50 percent of the voting rights in that company. To control another company, ownership is not required, but the parent company formulates, determines, or vetoes basic business policy decisions of the controlled company. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.) Is the offeror owned or controlled by a parent company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If the answer is 'Yes' the offeror must complete parts a, b, & c. If the answer is 'No' complete only part d. (The Offeror's Identification Number (ID No.) is defined as the Taxpayer Identification No. used on Offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941. For individuals and sole proprietors, this number will be the offeror's Social Security No.; for partnerships and corporations, this number will be its Employer Identification No.)	
	a) Name of Parent Company	b) Main Office Address of Parent Co. (No., Street, City, State, & ZIP+4)
	c) Parent Co. ID No.	d) Offeror's ID No.
4. Buy American Certificate	The offeror hereby certifies that each end product, except any end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.	
	Excluded End Products	Country of Origin
5. Equal Opportunity	(Check only if offer exceeds \$10,000 in amount.) The offeror <input type="checkbox"/> has, <input type="checkbox"/> has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; the offeror <input type="checkbox"/> has, <input type="checkbox"/> has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)	
6. Equal Opportunity Affirmative Action Program	(Check only if offer exceeds \$50,000 and offeror has 50 employees or more.) The offeror represents that (a) the offeror <input type="checkbox"/> has developed and has on file, <input type="checkbox"/> has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) the offeror <input type="checkbox"/> has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor. (The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)	



**7. Contingent Fee**

(a) The offeror  has,  has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) the offeror  has,  has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the offeror responds in the affirmative, the offeror must furnish, in duplicate, a completed PS Form 7319, *Contractor's Statement of Contingent or Other Fees*, and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, he/she may accompany the offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer. (For interpretation of the representation, including the term "bona fide employee," see *Postal Contracting Manual, subparagraph 1-504.3.*)

**8. Clean Air & Water Certification**

(Applicable only if (i) the offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity, and it indicates that orders for estimated quantities will exceed \$1,000,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)

The offeror (a) certifies that any facility to be utilized in the performance on this proposed contract  is,  is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this offer, and (b) agrees to notify the Contracting Officer promptly if any communication is received from the Environmental Protection Agency prior to contract award indicating that any such facility is under consideration for inclusion on the List.

**9. Independent Price Determination**

(a) By submission of this offer, each offeror certifies, and in the case of a joint offer, each party thereto certifies as to his/her own organization, that in connection with this procurement:

(1) The prices of this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices set forth in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) An offer will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of procuring activity determines that such disclosure was not made for the purpose of restricting competition.

**10. Certification of Segregated Facilities**

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applications who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause. An offer will not be considered for award where this certification is applicable and it has been deleted or modified.)

By the submission of this offer, the offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and does not permit his/her employees to perform their services at any location, under the offeror's control, where segregated facilities are maintained. The offeror certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertaining areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The offeror agrees that (except where identical certifications have been obtained from proposed subcontractors for specific time periods), the offeror will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; will retain such certifications in his/her files; and will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

A Certification on Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities



U.S. POSTAL SERVICE

Page of

# REPRESENTATIONS AND CERTIFICATIONS

(Business Data)

Name and Address of Offeror (No. and Street, Apt./Suite No., City, County, State and ZIP+4) Lawrence J. & Karen L. Klein PO Box 57 14130 Elkhart St. Kerouac IN 46355-0057	Solicitation or Order No.
	Date of Offer or Order 2-28-90

The U.S. Postal Service is Cooperating With Other Agencies of the Federal Government in the Collecting of Data Concerning Contract Awards. The Offeror is Requested to Check the Appropriate Block(s) Contained on This Form.  
**NOTE: Offers MUST set forth full, accurate and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

## Definitions

**1. SMALL BUSINESS CONCERN** means a business, including affiliates, that is independently owned and operated, is not dominant in the production or performance of the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121). For subcontracts of \$25,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors. (See *Procurement Manual* Chapter 10.)

**2. MINORITY BUSINESS ENTERPRISE** means a business concern at least 51 percent of which is owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely, U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. ("Native Americans" means American Indians, Eskimos, Aleuts, and Native Hawaiians. "Asian-Pacific Americans" means U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Guamanian, Laotian, Cambodian, or in the Trust Territories of the Pacific. "Asian-Indian Americans" means U.S. citizens whose origins are in the Indian Subcontinent.)

**3. WOMAN-OWNED BUSINESS.** A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

**4. LABOR SURPLUS AREA.** A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.

- (a) Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.
- (b) Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called *Area of Substantial and Persistent Unemployment*) and is listed as such by that Department in conjunction with its publication *Area Trends in Employment and Unemployment*.
- (c) Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called *Area of Substantial Unemployment*) and which is listed as such by that Department in conjunction with its publication *Area Trends in Employment and Unemployment*.

**5. LABOR SURPLUS AREA CONCERN.** A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

**6. EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

Check as Many of the Following Blocks as are Applicable to the Entity Submitting This Offer

( <input type="checkbox"/> ) Check	Type of Business	( <input type="checkbox"/> ) Check	Type of Business
<input type="checkbox"/>	Labor Surplus Area	<input type="checkbox"/>	Woman-Owned Business
<input type="checkbox"/>	Small Business	<input type="checkbox"/>	Educational or Other Non-Profit Organization
<input type="checkbox"/>	Minority Business Enterprise	<input checked="" type="checkbox"/>	None of the Above Apply to This Entity

## Company Representative

Printed Name and Title Lawrence J. Klein, Karen L. Klein	Signature and Date Signed <i>Lawrence J. Klein</i> 2-28-90 <i>Karen L. Klein</i> 2-28-90
---	--