

1501 M Street Information

Square Footage (estimate):

Building exterior is approximately 40' by 95'

Main Floor	3,800 Sq. Ft
Upstairs	3,800 Sq. Ft
Basement	3,000 Sq. Ft
Total:	10,600 Sq. Ft

- The parking behind the building does not go with the building.

HSS Lease on PDF file

- Monthly rent is: \$980 per month.
- It was calculated on \$8 per square foot per year.
- The lease converts to a month by month lease on July 1, 2012. It may be terminated by either party with a 60 day notice at that time. HSS may leave at that time.

Paving assessment

- Assessed in 2008 but have been paid in full.

Sidewalk Heater installed:

- Estimated Value \$15,000
- This covers the entire front of the building including the bump out. It does not cover the East Side.

Heating AC:

- HSS Office: Gas Furnace with Electric AC
- Pro Eye Office: All electric 2 systems.
 - System #1 runs the rooms on a damper system
 - System #2 (New in 2003) Controls the Lab, the Lounge and the Front Dispensary
- Note: The System #2 was needed due to the amount of heat generated in our in house lab. It may be large enough to replace the Gas Furnace in the HSS office.

Roof:

- Installed on 10/31/2000 and has a 15 year limited warranty (see attached copy).
- This warranty passes to the new owners. (check contract)
- It was installed by Interstate Structures of Kearney.
- Mike Wamsley stopped and visited with me and he is now with Midwest Roofing of Kearney. They will do the warranty work. They now put the new roof over the old and it is more hail resistant.

Exterior:

- Brick front installed in 1980
- Front Tuck pointed in about 1995
- Second Story windows replaced in 2006

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Expenses:

- Taxes for 2010 were: \$1,830.04 (paid)
- Utilities:
 - All electric: \$619 per month
 - Note: The reason our electric is high is that we ran 17 computers, 3 printers, diagnostic equipment and a full Lens lab. This required a significant amount of power to run as well as AC to cool. We also used electricity to run the sidewalk heater in the winter.
- Building Insurance Policy:
 - Building: \$523,000 Personal Property: \$200,700 Cost: \$3,835

Price: \$125,000

- Excludes furniture
- Excludes fixtures not attached
- Excludes all personal items stored on the property
- Excludes Claw bath tub in the upper level
- We can do a walk through and discuss the items to be removed.

If you have any questions please do not hesitate to contact us.

Roger & Bonnie McCartney
PO Box 312
Ord, NE 68862

Email: rmccartney@eyecarenebraska.com

Roger Cell: 308-730-0654
Bonnie Cell: 308-730-0653

AGENDA

AUG 31 2010

8C

EXTENSION OF LEASE AGREEMENT

The parties entered into a lease agreement dated July 1, 2008. It is the desire of the parties to extend that agreement for a period of 2 years from July 1, 2010 under the terms and conditions set out in the original lease dated July 1, 2008.


The parties understand that Health and Human Services presently used the property and may well leave that property in 2 years.

Therefore, following the period of extension, that being July 1, 2012, the lease will convert to a month to month lease under the present terms and conditions. The lease after 2012 can only be terminated by either party upon at least 60 days written notice.

Dated this 31 day of August, 2010.



Valley County



Roger C. McCartney, O.D.

AGENDA
JAN 26 2010
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McCartney Lease

This Agreement, Made and entered into this 1st day of July, 2008

by and between Roger C. McCartney, O.D., Lessor, hereinafter referred to as the first party, and The County of Valley, Lessee, hereafter referred to as the second party.

Witnesseth, That the said party of the first part has this day leased unto the party of the second part the following described premises, to wit: Commencing at a point 4 feet 6 inches north of the southeast corner of parts of Lot 1 and 2, Block 29, Original Townsite, Ord, Nebraska, thence north 33 feet 6 inches, thence west 23 feet 6 inches, thence south 8 feet, thence west 15 feet 4 inches, thence south 12 feet, thence west 4 feet 4 inches, thence south 30 feet, thence east 25 feet 10 inches, thence north 4 feet 6 inches, thence east to the point of beginning.

Together with all buildings and improvements on the same for the term of 2 years from the date above written, for the sum of \$980.00 per month, with the first payment to be paid on the 10th day August, 2008 and a like amount on the 10th day of each month thereafter until the lease expires, payable at the office of Roger C. McCartney, Ord, Nebraska.

AND IT IS FURTHER AGREED, That if any rent shall be due and unpaid or if default be made in any of the covenants herein contained, the said party of the first part may exercise any and all rights provided by law.

1. Lessee shall have an option to renew this lease for a period of 36 months on the same terms and conditions as contained in this lease, by notifying lessee in writing, except that the rent for the renewal shall be increased to an amount mutually agreed upon between the parties at least 30 days prior to such renewal. To exercise this option to renew, lessee must notify lessor in writing at least 90 days before the expiration of the lease that it elects to exercise the option. Lessor shall then notify lessee of any increase in rents. If lessee accepts the new amount, this lease shall be automatically renewed for the additional period. This option shall be void, however, if the parties cannot agree to an increased rental amount. A new lease agreement for the term of such renewal shall be executed on such renewal, setting out the covenants, conditions, and other terms of this lease, modified as required herein.

And the said party of the second part further agrees to pay the party of the first part the rent as above specified.

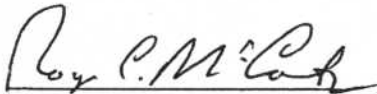
Second party covenants that he, she or they will use said premises as a **Social Service Office** and for no other purpose whatever, and that he or she or they especially will not let said premises or permit same to be used

for any unlawful business or purpose whatsoever; that he, she or they will not sell, assign, underlet or relinquish said premises without the written consent of the lessor, under penalty of forfeiture of all his, her or their rights under this lease, at the election of the party of the first part and that he, she or they will use all due care and diligence in guarding said property from damage by fire and the depredations of animals, will pay all water rent and charges for gas or electric light that shall become due thereon during this lease; that he, she or they will not permit any noise or nuisance whatever on said premises to the disturbance of other tenants or do or permit anything on or about said premises which will increase the rate of insurance. The lessee further agrees that he will in all respects comply with the city ordinance and requirements of the health authorities and particularly as to keeping said premises and the streets and alleys adjacent thereto, free and clear from all filth, refuse and obstruction and the steps and sidewalks free from snow and ice; that he, she or they will keep the buildings, glass, gates, fences, etc., in good repair as the same now are or may be placed at any time by the lessor, and shall pay for all minor repairs and replacing any broken glass.

Lessor shall pay all expenses for plumbing, electrical, roof, heating, air conditioning repairs or replacement and all other major repair or replacement costs.

At the expiration of this lease, or upon a breach by said second party of any of the covenants herein contained he, she or they will quit and surrender the possession and occupancy of said premises in as good condition as reasonable use and natural wear and decay thereof will permit, damage by fire as afore said, superior force or inevitable necessity excepted.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names on the date above written.



Roger C. McCartney



Robert D. Sevenker, Chairman
of the Valley County Board of
Supervisor

INTERSTATE STRUCTURES, INC.

2180 25 ROAD - KEARNEY, NE. 68847
PHONE (308) 237-3191 - FAX (308) 236-7813

Dear Duro-Last Customer:

Recently, A Quality Assurance Specialist from the Duro-Last Company inspected your new Duro-Last roof. He has determined that your roof has been installed to specifications and has issued a warranty.

Enclosed you will find two warranty forms. Please sign both copies and keep the original for your files. Please send the copy of the warranty back to Interstate Structures, Inc. for our files.

We at Interstate Structures, Inc. want to thank you for choosing the Duro-Last Roofing System. Please feel free to call us should you have any questions or concerns.

Regards,



Jack Gleason
Manager
Interstate Structures, Inc.

Enclosures

*in the company
New with Manager: Poling Kearney
Box 233-4310
Will Do Paper 27 (2/28/87)
New 11-7 Ref on the old Duro-Last
And Don't put extra money*

15 YEAR WARRANTY

Warranty No.

714 342724

DURO-LAST, INC., (hereinafter "DURO-LAST"), sole owner of the Trademark DURO-LAST, grants a limited warranty to the owner of a building (the "OWNER") containing a DURO-LAST ROOFING SYSTEM installed by an Authorized Dealer/Contractor, subject to the conditions and limitations contained herein.

DURO-LAST, INC.'s, obligation during the 1st through the 15th years shall be to repair any leak in the roof caused by any defect in the DURO-LAST, INC.'s membrane, materials or accessories or by the workmanship of the Authorized Dealer/Contractor, but only as it pertains to the installation of the DURO-LAST ROOFING SYSTEM and not for other work performed, if any. This obligation includes the repair or replacement of membrane material and accessories and the cost of/ or furnishing of labor to repair said roof at the contractor list price, which is in effect at the time of repair, provided the following conditions are met

1. DURO-LAST, INC. has authorized the repair, and,
2. An Authorized Dealer/Contractor makes the repair.

LIMITATIONS

- 1) This limited warranty does not apply to a DURO-LAST Roofing System installed on a single-family residence.
- 2) DURO-LAST shall in no instance be held liable for any roof failure and/or subsequent damage arising from causes outside DURO-LAST's control, including, but not limited to:
 - a) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake or acts of God; or
 - b) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - c) Damage caused by any unauthorized modification to the DURO-LAST roof including, but not limited to, damage caused by unauthorized components used in installation or repair, or by additional equipment or structures added to or made a part of the roof, or by traffic, or by chemicals not normally found in nature or the like; or
 - d) Moisture entering the roof system through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- 3) This limited warranty specifically does not extended to color change of the DURO-LAST Roofing System
- 4) DURO-LAST is not liable under this limited warranty unless:
 - a) The Owner notifies DURO-LAST at the above address in writing by certified mail, return receipt requested, within thirty (30) days of the discovery of any leak or other alleged roof failure; and
 - b) The Owner allows DURO-LAST's agent or its Authorized Dealer/Contractor access to the roof for inspection and examination; and
 - c) DURO-LAST and its Authorized Dealer/Contractor have been paid in full for by the Owner or its predecessor in title for all services rendered; and
 - d) DURO-LAST authorizes the repair and the repair is done by an Authorized Dealer/Contractor.
- 5) This limited warranty passes to future Owners of the building for the full Fifteen (15) years hereof.
- 6) This limited warranty becomes effective only upon signature by both an authorized DURO-LAST representative and the original Owner.
- 7) This limited warranty shall be governed in all respects by the laws of the State of Michigan, regardless of the State of purchase or installation.
- 8) DURO-LAST does not waive any rights under this limited warranty by refraining to exercise its rights in full in one or more instances.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR ALLEGED FAILURE OF THE DURO-LAST ROOFING SYSTEM, WHETHER IN MEMBRANE, MATERIAL, ACCESSORIES OR DEALER/CONTRACTOR WORKMANSHIP. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY; DURO-LAST EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES.

If DURO-LAST's Authorized Dealer/Contractor made any statements about DURO-LAST's merchandise and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale or installation.

Roy C. McCarty Customer's Signature
DURO-LAST, INC. DURO-LAST, INC.
4/21/88 Date
Jerry L. Dittmar Signature of Authorized DL Representative
1501 M ST. Address of Building
ORD NE 68862 City, State & Zip of Building
Bldg. Designation: 25001 Sq. Foot: 4472
Serial Number: 48230 DL-15-02COM1-00