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# LAWRENCE WAREHOUSE COMPANY

## FIELD WAREHOUSE LEASE

This Indenture, made in the City of Portland, County of Multnomah and State of Oregon, this 15th day of November, 1948, by and between

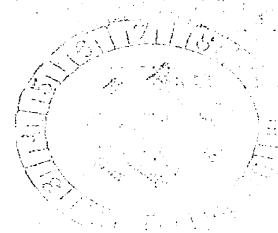
WASHBURN-WILSON SEED COMPANY

hereinafter called the lessor, and LAWRENCE WAREHOUSE COMPANY, a California corporation, hereinafter called the lessee;

### WITNESSETH:

WHEREAS, the lessor is the Owner of the real estate, together with all improvements thereon, situate in the Village of Ralston County of Douglas and state of Nebraska, described as follows; viz.

Lots 1 thru 9 inclusive and the North 80' of lot 10 Block 58; and lots 1 thru 10 inclusive, and lots 12 thru 21 inclusive block 59, in the Townsite of Ralston, County of Douglas, State of Nebraska, commonly known as 74th and Main Streets, Ralston, Nebraska.



NOW, THEREFORE, the lessor hereby rents, demises and leases, and the lessee hereby hires and takes of and from the lessor that part of the aforesaid premises described as follows, viz.:

That certain area now known as the shop measuring in its greatest North South dimension approximately 77 feet and in its greatest East West dimension approximately 63 feet, said building consisting of one floor parallel in its North South dimension with 74th Street. Also that certain area now known as the West Room measuring in its greatest North South dimension approximately 60 feet and in its greatest East West dimension measuring approximately 80 feet, consisting of two floors (Main floor and Second floor), said area being directly North of aforementioned shop area. Also that certain area now known as the East Room measuring in its greatest North South dimension approximately 60 feet and in its greatest East West dimension measuring approximately 80 feet, consisting of three floors (Basement, Main Floor and Second floor), said area being directly East of above mentioned West Room and connected with and adjacent to said West Room. All described storage areas being shown outlined in red on plat marked "Exhibit A" attached hereto and made a part hereof.

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with the appurtenances, together with the full right of ingress and egress to and from said premises, over and through any other premises of the lessor, to be occupied for the conduct of a field warehouse on a tenancy from month to month, and until said tenancy shall be terminated by a thirty (30) day written notice given by either party to the other, for the aggregate rental of One Dollar (\$1.00), the receipt of which is hereby acknowledged; provided, that no notice of termination by lessor shall become effective unless all warehouse receipts, or other evidence of the storage, representing commodities stored in or on said premises, or any part thereof, issued by lessee shall have been surrendered to lessee and cancelled, and all charges of lessee due or to become due in connection with the operation of such warehouse shall have been fully paid.

The lessor covenants and agrees that the lessee may place on, in or adjacent to said leased premises, such signs and other evidences as it may deem necessary to indicate its possession of the leased premises and of the commodities stored therein or thereon, and further that the lessee shall have the paramount right at all times during the term of this lease to use any facilities of the lessor for receiving, handling, weighing, storing, caring for, packing, shipping and delivering any stored commodities.

It is expressly understood and agreed that the lessor shall not have access to the leased premises or to the commodities stored therein or thereon, provided, that, with the consent of the lessee, the lessor may enter the warehouse conducted on said premises and, under the supervision of the lessee, deliver thereto commodities for storage, perform such acts as are necessary in the care and preservation of the same while stored and accept delivery of commodities which are designated and released from storage by the lessee, and for the further purpose of making repairs as hereinafter provided.

The lessor agrees with the lessee that it will at its own cost and expense keep said demised premises in good order and repair, and that the lessee shall not be called upon or required to make any repairs of any kind or nature to, in or about said demised premises; and said lessor hereby covenants and agrees to indemnify lessee against any claim, expense, loss or damage suffered by lessee as a result of its occupancy of the premises and against any loss or damage to commodities which may be stored in said premises by the said lessee; and said lessor holds said lessee harmless from any damage or loss that may come to any commodities stored in said premises, irrespective of the nature or cause of said damage or loss.

Should the lessor violate any of the terms or conditions of this lease, or in any manner interfere with, or make difficult the duties of the agents, servants, or employees of the lessee; or become insolvent, or should the premises hereby leased become involved in any manner in litigation, or should the lessor or the lessee be ejected or ousted therefrom, or proceedings be begun for that purpose; or should the lessee at any time deem it necessary for the protection of its interests or of the commodities stored, then the lessee shall have the right to remove all commodities from the premises herein described to such other place or places as the lessee may deem proper or expedient; and in case of any such removal the lessor undertakes and agrees to pay the lessee all expenses of such removal and of storing said commodities elsewhere in addition to any other proper charges against said commodities.

The lessor warrants and guarantees the peaceful possession of the premises by the lessee and agrees to indemnify and hold the lessee harmless of and from any and all claims and expenses incurred or assumed by lessee in defending or maintaining possession of said premises. The lessor agrees to execute or cause to be executed any further agreement or agreements that may be necessary to secure the convenient use and enjoyment of the premises hereby leased by the lessee.

Said lessor further agrees with said lessee to pay for all gas, electricity, light, heat, power, steam, water or other utility supplied to or used upon said demised premises during the term of this tenancy.

The lessee, without the consent of the lessor, shall not for all or any part of the term herein granted, sublet the said premises nor assign this lease.

IN WITNESS WHEREOF, lessor has caused this lease to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, and lessee has caused this lease to be executed by its proper corporate officers and its corporate seal to be hereunto affixed the day and year first above written.

ATTEST  
*[Signature]*  
Secretary  
ATTEST  
*[Signature]*  
Assistant Secretary

WASHBURN-WILSON SEED COMPANY  
Lessor  
By *[Signature]*

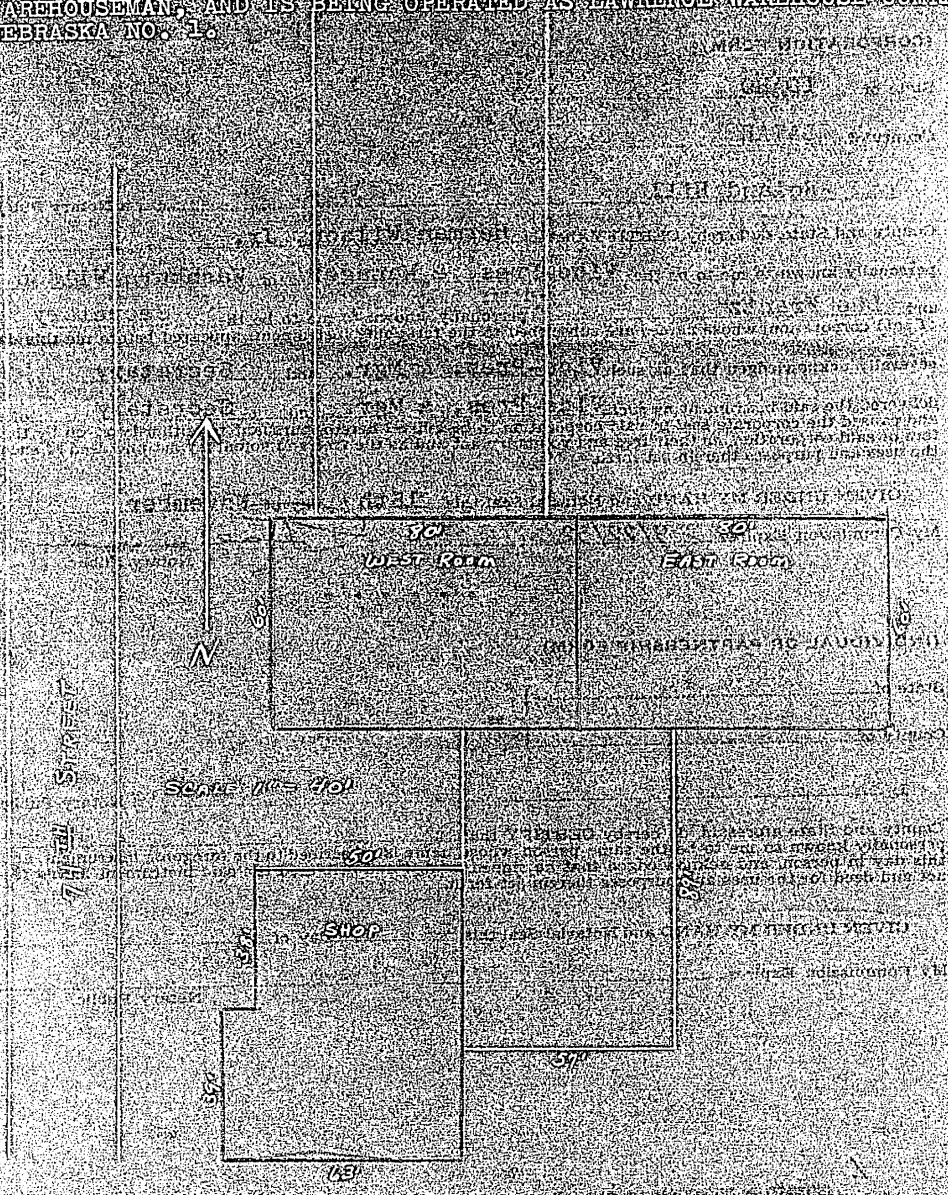
LAWRENCE WAREHOUSE COMPANY  
Lessee  
By *[Signature]*  
Vice-President

ASSENT—USE IF LESSOR IS NOT OWNER OF WITHIN DESCRIBED PREMISES.  
Now comes \_\_\_\_\_  
owner of the property described in the foregoing lease, and hereby consents to the making of said lease.

241 1007

EXHIBIT A

ALL SPACE OUTLINED HEREON ON THIS DIAGRAM IS LEASED TO THE LAWRENCE WAREHOUSE COMPANY, WAREHOUSEMAN, AND IS BEING OPERATED AS LAWRENCE WAREHOUSE COMPANY, RALSTON, NEBRASKA NO. 1.



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(CORPORATION FORM)

State of IDAHO }  
County of LATAH } SS

I, Roland Hill, a Notary Public in and for said County and State, do hereby CERTIFY that Herman Wilson, Jr. personally known to me to be the Vice-Pres. & Manager of Washburn-Wilson Seed Co. and Lee Frantz personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Vice-Pres. & Mgr. and Secretary they signed and delivered the said instrument as such Vice-Pres. & Mgr. and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed hereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this 18th day of November, A. D. 1948  
My Commission Expires 9/22/52  
[Signature] Notary Public.

\* \* \* \* \*

(INDIVIDUAL OR PARTNERSHIP FORM)

State of ..... }  
County of ..... } SS

I, ..... a Notary Public in and for said County and State aforesaid, do hereby CERTIFY that ..... personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this ..... day of ..... A. D., 19.....  
My Commission Expires .....  
Notary Public.

1. ENTERED IN ORIGINAL BOOK AND RECORDED IN THE REGISTER OF DEEDS OFFICE OF DOUGLAS COUNTY, NEBRASKA  
21<sup>st</sup> March 1949 AT 9:02 P.M. THOMAS L. O'CONNOR, REGISTER OF DEEDS

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