

COMPARED

1493

July 50

STATE OF IOWA, POTTAWATTAMIE COUNTY
Filed for record this 15th day of August
1975 at 9:30 a.m. in book 2212

LEASE
(Short Form)

Dorothy Lettens
Notary
William Larson
County

THIS LEASE is made this 19 day of May, 1975, between HAPPY DAY PARTNERSHIP, a co-partnership, hereinafter referred to as "Lessor", and MAY SEED & NURSERY CO., an Iowa corporation, hereinafter referred to as "Lessee".

1. Lessor hereby leases to Lessee a portion of the following described real property situated in the County of Pottawattamie, State of Iowa:

Legal Description

A tract of land in the NE $\frac{1}{4}$ of Section 6, T74N, R43W of the 5th P.M., Pottawattamie County, Iowa described as follows: Commencing at the point of intersection of the North line of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 6, and the Westerly R.O.W. line of relocated Madison Avenue; thence N 38° 45' 44" W (assumed bearing) on the Westerly R.O.W. line of said relocated Madison Avenue, 83.38 feet; thence S 39° 43' 10" W, 99.41 feet to the point of beginning; thence continuing S 59° 45' 10" W, 20.31 feet; thence S 68° 22' 41" W, 25.0 feet; thence S 64° 58' 55" W, 131.82 feet; thence S 9° 03' 58" E, 8.78 feet; thence S 39° 41' 41" E, 229.5 feet; thence N 50° 16' 19" E, 176.0 feet; thence N 39° 41' 41" W, 192.33 feet to the point of beginning. (Containing 0.87 acres, more or less).

TOGETHER WITH the building or portion of building on or to be erected on the leased premises and together with certain rights to use portions of the above described property in addition to that portion comprising the leased premises.

The term commences on the date of execution hereof, and terminates on July 31, 2001. The lease agreement provides for options.

2. The rentals to be paid by Lessee and all of the obligations and rights of Lessor and Lessee in respect to the above described property are set forth in that certain lease dated May 19, 1975, executed by the parties hereto covering the above described property of which the leased premises are a part. This instrument is merely a memorandum of the aforesaid lease and is subject to all of the terms and conditions thereof. In the event of any inconsistency between the terms of this instrument and said lease, the terms of said lease shall prevail as between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

HAPPY DAY PARTNERSHIP, a co-partnership,

By *L. Smith*
Partner

MAY SEED & NURSERY CO., an Iowa corporation

By *Edward W. May*
President

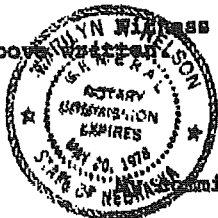
By *James B. Stamm*
Secretary

COMPARED.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 19 day of May, 1975, before me a Notary Public, duly commissioned and qualified in and for said County, personally came IRVIN GENDLER, partner in HAPPY DAY PARTNERSHIP, who is personally known to me to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Mervyn J. Wilson
Notary Public

My commission expires: May 30, 1978

STATE OF IOWA)
COUNTY OF PAGE) ss.

On this 13th day of August, 1975, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Edward W. May, President and James B. Shaum, Secretary of MAY SEED & NURSERY CO., an Iowa corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and acknowledged the execution thereof to be their voluntary act and deed as said President and Secretary, and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

James B. Shaum
Notary Public

My commission expires: September 30, 1976