LEASE

This lease is made between Gerald L. Perrinjaquet of Edgewood, Iowa, hereinafter called Landlord, and the Edgewood Recreation Association, hereinafter called Tenant, witnesseth as follows:

1. Landlord hereby leases to Tenant the following tract of land:

> Beginning at the Northwest corner of Lot One (1) of the Subdivision of the NE¼ of the NE¼ of Section 3, T90N, R5W of the Fifth P.M., Delaware County, Iowa, thence West along the North line of the NE¼ of said Section 3 a distance of 160.2 feet, thence South at right angles 400.0 feet, thence East at right angles 400.0 feet, thence North at right angles 400.0 feet to the Northeast corner of Lot Two (2) of said Subdivision, thence West 239.8 feet to the point of beginning.

2. Tenant shall hold the land for one year commencing on September 1, 1987, and so on from year to year until one of the parties shall give to the other one (1) month's notice in writing of his or its intention to terminate the lease at the end of the first year or any subsequent year.

3. Tenant agrees to pay to Landlord as rent for said premises the sum of ONE DOLLAR ($1.00) payable on the first day of each September in advance, commencing on September 1, 1987.

4. Tenant shall use the land only as a ball diamond or ball diamonds, shall not sublease the land nor assign this lease, and shall not at any time, without Landlord's written permission, cut down any trees on the said land nor sell or take off the said land any sand, gravel, soil, or minerals, and at or before the end of the term of this lease shall repair any damage caused by Tenant to the said land and restore all turf cut or removed therefrom.

5. Tenant shall, so long as it remains in possession of the leased premises, keep and maintain all portions of the premises and the improvements thereon in such condition as to prevent any loss, damage or injury to persons permitted by Tenant to be in or about the leased premises, and owners, occupants and invitees of adjoining premises and persons upon adjacent portions of the road on the North of the leased premises.

6. Tenant specifically covenants and agrees that Landlord shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Tenant, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this lease or occasioned by any occupancy or use of said premises or any activity carried on by Tenant in connection therewith, and Tenant hereby covenants and agrees to indemnify and save harmless the Landlord from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

7. Tenant shall at the end or sooner termination of this lease peaceably deliver up the land to Landlord.

8. Landlord agrees that Tenant, paying the rent and performing the covenants herein contained, shall peaceably and quietly enjoy the said land, and shall not be disturbed by any act of Landlord or any person claiming under him.

9. Landlord shall have the privilege to cancel this lease and any renewal or extension hereof and any holdover hereunder, at any time during the term thereby created, by giving to Tenant a sixty (60) days' notice to quit, and at the expiration of said sixty (60) days, this lease shall terminate.

Dated this 9th day of February, 1988.

TENANT:

EDGEWOOD RECREATION ASSOCIATION

By James F. Funke
(Jay Funke) President

By Terry Kerns
(Terry Kerns) Vice-President

By Jack Mather
(Jack Mather) Treasurer

LANDLORD:

Gerald L. Perrinjaquet
Gerald L. Perrinjaquet

251-801
DELAWARE COUNTY IOWA
FILED
'88 AUG 27 AM 10 31
BK 6 PAGE 176
M. TEYTON
RECORDER
$11.00

Gerald Perrinjaquet
Box 803
Edgewood, IA