

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON

C2ca- 3849-A

MEMPHIS-TAMPA

Airway

Airways Beacon
Site No. 24
Oak Mountain, Alabama

LEASE

between

JOHN HUDDLESTON

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this

19th

day of

November

in the year one thousand nine hundred and Fifty-five

by and between John Huddleston

whose address is 809 First National Bank Building
Montgomery, 4, Alabama

for his heirs, executors, administrators, successors, and assigns, hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The lessor hereby leases to the Government the following described premises, viz:

From the south 1/16th corner of the SW¹/₄ of Section 8, T 19 S, R 1 W, Shelby County, Alabama, go N 87° 57' E, 170.8 feet to a stake and the Point of Beginning; thence N 2° 03' W, 50 feet to a stake; thence N 87° 57' E, 50 feet to a stake; thence S 2° 03' E, 50 feet to a stake; thence S 87° 57' W, 50 feet to a stake and the Point of Beginning, containing 0.057 acres, more or less, and located in the SE¹/₄ of the SW¹/₄ of Section 8, T 19 S, R 1 W, Shelby County, Alabama. All bearings true as determined from established township and range lines.

///Together with the right to the Government and to the public to land and operate aircraft thereon;

And a right-of-way for ingress and egress to and from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, telephone, and telephone typewriter facilities to the premises; and rights-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor and, unless hereinbefore described by metes and bounds, to be by the most convenient routes;

And the right to establish and maintain beacon lights and other lighting equipment, radio, and other facilities for communication and signaling purposes, and other facilities and equipment for the guidance and operation of aircraft;

And the right of grading, conditioning, installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities;

3. To HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1955 and ending with June 30, 1956 .

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of Sixty and no/100 Dollars (\$60.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least thirty (30) days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises

beyond the 30th day of June , 19 60.

6. The lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

NOTHING.

7. The lessor shall not, during the term of this lease erect any structures on the premises, nor use nor allow the use of the said premises in any manner without the written consent of the Department of Commerce, Civil Aeronautics Administration.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government upon the termination of this lease or within 90 days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate: Sixty and no/100 Dollars (\$60.00) per annum.

Payment shall be made at the end of each Government Fiscal Year, June 30th. All rental payments under this lease will be made in arrears without submission of vouchers or invoices.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

11. The last paragraph on Page 1 of Article 2 of this lease beginning with "Together with" and ending with "aircraft thereon" was deleted, and this Article was added, all prior to signature of any of the parties to this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

As the holder of a mortgage dated

against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that if, while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.

NONE

Mortgagee.

x John Huddleston
John Huddleston

Lessor.

THE UNITED STATES OF AMERICA,

By

L. E. Bugbee
L. E. BUGBEE

CHIEF, CONTRACT & CLAIMS SECTION
SUPPLY MANAGEMENT BRANCH
CIVIL AERONAUTICS ADMINISTRATION
SECOND REGION, FORT WORTH, TEXAS

(If lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary)

I, _____, certify that I am the

Secretary of the corporation named as lessor in the attached lease;

that _____, who signed said lease

on behalf of the lessor, was then _____ of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE
SEAL]

ACKNOWLEDGMENT FORM

G2ca- 3849-A

STATE OF ALABAMA
COUNTY OF MONTGOMERY

On this, the 19th day of November, One Thousand
Nine Hundred and Fifty-five, before me, Jacqueline B. Andrews
a Notary Public in and for the County of Montgomery, State of
Alabama, duly commissioned and qualified, personally ap-
peared John Huddleston,
known to me to be the person described in and whose name is
subscribed to the attached instrument, and acknowledged to me that
he executed the instrument for the purposes and consideration
therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal, at my office, the day and year in this certificate
first written above.

Jacqueline B. Andrews
Notary Public in and for County
of Montgomery
State of Alabama

My Commission Expires:
December 1, 1958

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within Deed
was filed for record the 25 day of Nov, 1955, at 1 o'clock P. M.
and recorded in Deed Record 156 Page 336, and the Mortgage Tax of
 Deed Tax of has been paid. L.C. Walker Judge of Probate