Form ACA 413
(U. S. Government Standard Form No. 2
As modified for use by the Civil
Aeronautics Administration.)
(Revised July 31, 1946)

3594

DEPARTMENT OF COMMERCE

CIVIL AERONAUTICS ADMINISTRATION WASHINGTON

BOOK 188 PAGE 134

MEMPHIS-TAMPA

U2C8-4871 🖏

Airway

Site No. 25 Columbiana, Alabama

LEASE

between

GULF STATES PAPER CORPORATION

and

THE UNITED STATES OF AMERICA

1. This Lease, made and entered into this / /7

day of May

in the year one thousand nine hundred and fifty-seven

by and between GULF STATES PAPER CORPORATION

whose address is Tuscaloosa, Alabama

for its 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 Northwest corner of Section 30, T21S, R1E, of the Huntsville Meridian, Shelby County, Ala, go S 2 feet; thence S88°57'E, 1121.3 feet; thence S11°02'E, 244.8 feet to a stake and the point of beginning; thence S87°21'E, 50 feet to a stake; thence S2°39'W, 50 feet to a stake; thence N87°21'W, 50 feet to a stake; thence N2°39'E, 50 feet to a stake and the point of beginning, containing in all 2500 square feet more or less, and located in the NW2 of the NW2 of Section 30, T21S, R1E, of the Huntsville Meridian, Shelby County, Ala. All bearings true as determined from established township and range lines.

thereon;

ation of said pole line. All bearings true as determined from established township and

ines.

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, 1956 and ending with June 30, 1957,.
- 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 Ten and no/11 Dollars (\$10.00) per annum and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least thirty 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 thirtieth (30th) day of June, 1961.

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: Ten and no/100 Dollars (\$10.00) per annum.

Payment shall be made at the end of each Government Fiscal Year June 30th. All rental payments under this lease shall 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.

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11. The conditions of paragraph 7 shall not be construed as preventing the Lessor from utilizing the right-of-way for pole line for the purpose of growing timber or other crops, it being understood and agreed, however, that such timber or crops shall not be such as to jeopardize or unreasonably interfere with the said pole line.

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

GULF STARES PAPER CORPORATION

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

As the holder of a mortgage dated	By Dane
against the above-described premises, the undersigned hereby consents to the foregoing	Title President
lease and agrees that if, while the lease is in	
force the mortgage is foreclosed, the foreclosure	THE UNITED STATES OF AMERICA,
shall not void the lease.	
· · · · · · · · · · · · · · · · · · ·	By WERNON N. PEANTY
Mortgagee.	VERNON N. PEAVY ACTING CHIEF, REAL ESTATE & UTILITIES SECTION PROPERTY MANAGEMENT BRANCH
ENGUNBERAGE ALUMORIZED	THE PART OF DUCCES DIVISION
	CAA, SECOND REGION, FORT WORTH, TEXAS
IUL 1 5 1957	
	T. S. C. Learning
Vous minimo BUNHOH	
(If lessor is a corporation, the following certific	eate shall be executed by the secretary or assistant
	retary)
I, DAMELY	, certify that I amithe
Secretary of the	e corporation named as lessor in the attached lease;
that J.w.WayNer	who signed said lease
\sim \sim	
on behalf of the lessor, was then <u>I Yesi</u>	deNT of said
corporation; that said lease was duly signed for governing body, and is within the scope of its co	and in benair of said corporation by authority out its or prograte powers.
L. C. Walker, Judge of Probate hereby	
a that the within Alexanda was	
Swing 195 Jan O. o'clock Jan. J.	CORPORATE
3000 1 19-20303-30 0 d. Record	
135 and examined 7-24-52	
Tax of \$	
20 Men	
Judge of Probate	
500	
	

STATE OF ALABAMA, SHELBY COUNTY

I, L.O. Walker, Judge of Proporte, hereby certify that the within was filled for record the day of 19 at clack in and recorded in Record Fage , and the Hortgage face of Page Deed Tax of has been paid.

Deed Tax of has been paid.