

Form 413

CAA2-869

(U.S. Government Standard Form No. 2  
As modified for use by the Civil  
Aeronautics Authority)

Civil Aeronautics Authority  
Washington

Airway A - NY Site No. Greenville, S.C.

L E A S E  
between

Lucy L. Hindman  
and

THE UNITED STATES OF AMERICA.

1. This Lease, made and entered into this 22nd day of March in the year one thousand nine hundred and thirty nine by and between Lucy L. Hindman whose address is Greenville, S. C. for her 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 an iron pin common to the property of Lucy L. Hindman and W. Lee Martin, said pin further described as the Southwest corner of the W. Lee Martin property, go S.  $43^{\circ} 55'$  W. 851.5 feet to a stake and point of beginning, thence N.  $1^{\circ} 13'$  E. 330.0 feet to a stake, thence N.  $88^{\circ} 47'$  W. 330.0 feet to a stake, thence S.  $1^{\circ} 13'$  W. 340.0 feet to a stake, thence S.  $88^{\circ} 47'$  E. 322.0 feet to a stake on edge of present road, thence N.  $35^{\circ} 23'$  E. 13.0 feet along North edge of present road to a stake and point of beginning and containing 2.6 acres more or less. All bearings being true. Said property being in Butler Township, Greenville County, S. C.

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 a right of way for a subsurface water line 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, 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 March 22, 1939, and ending with June 30, 1939.

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 Fifty dollars (\$50.00) per annum and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least 30 days before this lease would expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30 day of June, 1949.

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:

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 Civil Aeronautics Authority.

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 ninety days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate: Fifty dollars (\$50.00) per year  
Payment shall be made at the end of each Government fiscal year.

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.