

LEASE
between
Adam W. Zimmerman et ux Rowena M.
and

THE UNITED STATES OF AMERICA

1. This Lease, made and entered into this twenty-sixth day of October, in the year one thousand nine hundred and thirty-three by and between Adam W. Zimmerman et ux Rowena M. whose address is R.F.D. #1, Big Springs, Neb. for them and their 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:
Beginning at the NW property corner of the SE $\frac{1}{4}$ of Sec. 22; thence N. 89° 34' E 750.3 ft. along existing property fence, thence S. 0° 48' E. 1848.0 ft., thence N. 89° 58' E 946.7 ft., thence S. 0° 46' E. 749.5 ft. to North property line of County Road, thence West 3500.8 ft. along said North property line of said County Road - said property line being assumed as bearing East and West, thence N. 1° 06' W. 747.7 ft., thence N. 89° 59' E. 1806.5 ft., thence N. 0° 45' W. 1843.2 ft. to point of beginning, containing 92.00 acres, all property lying in the SE $\frac{1}{2}$ of Sec. 22, T. 13 N., R. 42 W., Sixth Principal Meridian, Deuel County, State of Nebraska.

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 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 route

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 July 1, 1933 and ending with June 30, 1934.

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 \$644.00 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 30th day of June 1938

~~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 or for any purpose inconsistent with the Air Commerce Act approved May 20, 1926 (44 Stat. 568), or with the Department of Commerce Air Commerce Regulations and intermediate landing field rules promulgated or that may from time to time be promulgated by the Secretary of Commerce under the authority

Airway Salt Lake-Omaha

Site No. 56

(Aeronautics Branch)

(Lease)

of the said Act of Congress, or with the rights and privileges herein granted, nor plow nor turn over the soil without the permission of the Secretary of Commerce of the United States in writing expressed.

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: \$644.00 per annum.

Payment shall be made at the end of each quarter of U.S. 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.

11. Section Number six hereof was deleted before the execution of this Lease.

12. This Lease cancels and replaces previous rental agreement identified under U.S. Government Contract Serial Number C-20-a-4759.

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

WITNESS:

W.H. Klindt

Rowena M. Zimmerman

Adam W. Zimmerman

Lessors

THE UNITED STATES OF AMERICA

By W.E. Kline W.S.

W.E. Kline

Acting Supt. of Airways, 5th District

(Official title)

APPROVED:

E.L. Vidal

Eugene L. Vidal

H.W. Siegel

shall accompany the lease.

4. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

5. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the same on its behalf, duly attested, and, if requested by the Government, evidence of his authority to so act shall be furnished.

6. Under paragraph 6 of the lease insert additional facilities to be furnished.

7. There shall be no deviation from this form without prior approval through the Interdepartmental Board of Contracts and Adjustments, Bureau of the Budget, Washington, D.C., except -

(a) The first paragraph, page 2, beginning "Together with," may be deleted if the premises are not to be used to land and operate aircraft.

(b) Paragraph 3 may be drafted to cover a monthly tenancy or other period less than a year, if desired.

(c) In paragraph 5 if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" may be deleted and proper substitution made, provided that such renewal is not beyond the period of the available appropriation. If the right of renewal is not desired or can not be secured, paragraph 5 may be deleted.

(d) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.

(e) Additional provisions, relating to the particular subject matter that may be mutually agreed upon, may be inserted, if not in conflict with the standard provisions.

8. When deletions or other alterations are permitted, specific notation of the same shall be entered in the blank space following paragraph 10 before signing.

9. If the property leased is located in a State requiring the recording of lease in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

STATE OF NEBRASKA, (
DUELL COUNTY) ss.

On this 26th day of October, A.D. 1933, before me, the undersigned W.H. Klindt a Notary Public, duly commissioned and qualified for and residing in said County, personally came Adam W. Zimmerman et ux Rowena M. to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

W.H. Klindt
Notary Public.

My Commission expires the 17 day of May, 1934.

W.H. Klindt Notarial Seal
Commission Expires May 17, 19--
Deuel County, Nebraska

LEASE

No. 11196

State of Nebraska, Deuel County ss.
Filed March 24, 1934 at 9 o'clock A.M.
G.S. LaSelle, County Clerk
by Irma Christenson, Deputy

DEPARTMENT OF COMMERCE
Aeronautics Branch

5649-43

December 26, 1933
Supt. of Airways
Jan. 29, 1934
Salt Lake City, Utah

APPROVED, and forwarded to the Secretary of Commerce for his approval.

The amount of this lease will be paid from the following-named appropriation. This appropriation is sufficient for the payment of all obligations incurred against it, including this lease with Adam W. Zimmerman et ux Rowena M., for Intermediate Landing Field site No. 56, Big Springs, Nebraska on the Salt Lake-Omaha airway. Total area 92 acres.

Appropriation: Air Navigation Facilities, 1934.

Property herein described formerly covered by license agreement C20a-4759, dated July 1, 1931. (Recent survey discloses that the area of 92.6 acres shown in the previous license is in error. Should have been 92 Acres). Rental reduced from \$661.16 per annum to \$644.00 per annum.

E.L. Vidal
Eugene L. Vidal,
Director of Aeronautics.
L.H.
L.W.V.
S.W.C.

DEPARTMENT OF COMMERCE

Office of the Chief Clerk

Respectfully referred, by direction of the Secretary, to the Solicitor of the Department of Commerce for examination.

Department of Commerce
1934 Jan. 2 - PM 2:07

Chief Clerk

DEPARTMENT OF COMMERCE

Office of the Solicitor

Jan. 24, 1934

Examined and found to comply with all the requirements of law and to be correct in form and execution.

J.J. Horn
Acting Solicitor
F.B.M.

Division of Purchases and Sales
1934 Jan. 2 PM 4:15

APPROVED:

E.G. Mitchell
Assistant Secretary of Commerce.
M.N. W.C. H.B.