

## REGULAR MEETING

Monday, April 17, 1944.

7:30 P. M.

The Common Council of the City of Indianapolis met in the Council Chamber at the City Hall, Monday, April 17, 1944, at 7:30 p. m., in regular session. President Schumacher in the chair.

The Clerk called the roll.

Present: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Absent: Mr. Bowers.

The reading of the Journal for the previous meeting was dispensed with on motion of Mr. Kealing, and seconded by Mr. Dauss.

## COMMUNICATIONS FROM THE MAYOR

April 4, 1944.

To the Honorable President and  
Members of the Common Council of  
the City of Indianapolis.

Gentlemen:

I have this date approved with my signature and delivered to the City Clerk, Mr. Frank J. Noll, Jr., the following ordinances:

## GENERAL ORDINANCE No. 20, 1944

AN ORDINANCE permitting parking at a certain place on West Michigan Street between certain hours; repealing any ordinances in conflict therewith; and fixing a time when the same shall take effect.

## GENERAL ORDINANCE No. 22, 1944

AN ORDINANCE amending Section 1 of General Ordinance No. 26, 1943, an ordinance prohibiting parking on certain parts of designated streets in the City of Indianapolis; providing a penalty for violation thereof, and fixing a time when the same shall take effect.

## APPROPRIATION ORDINANCE No. 21, 1944

AN ORDINANCE appropriating the sum of One Thousand Dollars (\$1,000.00) from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the City of Indianapolis to Fund No. 61-2 Interest on Temporary Loans, City Controller, Department of Finance, according to 1944 budget classifications; and fixing a time when the same shall take effect.

## APPROPRIATION ORDINANCE No. 22, 1944

AN ORDINANCE appropriating the sum of Two Dollars and Seventy Cents (\$2.70) from the anticipated, estimated and unappropriated 1944 balance of the Airport General Fund No. 33, Garage and Motor, Municipal Airport Board of Public Works and Sanitation, according to 1944 budget classifications; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 23, 1944

AN ORDINANCE appropriating the sum of Two Thousand Seven Hundred Fifty-One Dollars and Forty-One Cents (\$2,751.41) from the anticipated, estimated and unappropriated 1944 balance of the Gas Tax Fund of Indianapolis, Indiana, and allocating same to certain funds in certain divisions under the Board of Public Safety according to 1944 budget classifications; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 24, 1944

AN ORDINANCE appropriating the sum of Two Hundred Dollars (\$200.00) from the anticipated, estimated and unappropriated balance (1944) of the Board of Health of the City of Indianapolis to Fund No. 61, Interest and Temporary Loans, Administration, Department of Public Health and Charities, according to 1944 budget classifications; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 25, 1944

AN ORDINANCE appropriating the sum of Three Thousand One Hundred Eighty-Two Dollars and Twenty-Three Cents (\$3,182.23) for the payment of 1943 bills from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the Board of Health of Indianapolis, Indiana, to certain designated funds in certain divisions of the Department of Public Health and Charities; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 26, 1944

AN ORDINANCE appropriating the sum of Seventy-Five Dollars (\$75.00) from the anticipated, estimated and unappropriated 1944 balance of the Tuberculosis Fund to Fund No. 61, Interest and Temporary Loans, Tuberculosis Prevention, Department of

Public Health and Charities; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 27, 1944

AN ORDINANCE appropriating the sum of Fifty Dollars (\$50.00) from the anticipated, estimated, and unappropriated 1944 balance of the School Health Fund to Fund No. 61, Interest on Temporary Loans, School Health Division under the Department of Public Health and Charities; according to 1944 budget classifications; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 28, 1944

AN ORDINANCE appropriating the sum of Five Hundred Twenty-Four Dollars and Twenty-Three Cents (\$524.23) from the estimated, anticipated and unappropriated 1944 balance of the General Fund of the City of Indianapolis, Indiana, to Fund No. 25, Repairs, Police Department under the Department of Public Safety, according to 1944 budget classifications; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 29, 1944

AN ORDINANCE appropriating the sum of Four Thousand Nine Hundred Ninety-Seven Dollars and Ninety-Seven Cents (\$4,997.97) from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the City of Indianapolis, Indiana, to certain designated Funds in certain departments for the purpose of paying 1943 bills; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 30, 1944

AN ORDINANCE appropriating the sum of Seven Hundred Twenty-Four Dollars and Sixty-One Cents (\$724.61) from the antici-

pated, estimated and unappropriated 1944 balance of the Tuberculosis General Fund of Indianapolis, Indiana, and allocating same among certain designated Funds under Flower Mission, according to 1944 budget classifications; and providing a time when the same shall take effect.

APPROPRIATION ORDINANCE No. 31, 1944

AN ORDINANCE transferring, re-allocating and re-appropriating the sum of Two Hundred Dollars (\$200.00) from Fund No. 51, contingent Fund of the Fire Pension Fund of Indianapolis to Fund No. 61, Interest on Temporary Loans, Fire Pension Fund Department according to 1944 budget classifications; and fixing a time when the same shall take effect.

Respectfully,

ROBERT H. TYNDALL,  
Mayor.

COMMUNICATIONS FROM CITY OFFICIALS

April 17, 1944.

To the President and Members  
of the Common Council of the  
City of Indianapolis, Indiana.

Gentlemen:

In Re: A. O. Nos. 32, 33, 34, 35, 36, 37, 38 and 39, 1944

I beg leave to report that pursuant to the laws of the State of Indiana, I caused "Notice to Taxpayers of Public Hearing" to be inserted in the following newspapers, to-wit:

A. O. Nos. 32, 33, 34, 35, 36, 37, 38 and 39, 1944—Friday, April 7, 1944—The Indianapolis Times and The Indianapolis Star

that taxpayers would have the right to be heard on the above ordinances at the regular meeting of the Common Council to be held April 17, 1944, and by posting copies of said notices in the City Hall, Court House, Police Station in the City of Indianapolis, which notices remained posted for more than 10 days prior to the date of hearing.

Sincerely,

FRANK J. NOLL, JR.,

City Clerk.

April 17, 1944.

To the President and Members  
of the Common Council of the  
City of Indianapolis, Indiana.

Gentlemen:

In re: General Ordinance No. 13, 1944  
General Ordinance No. 19, 1944

I beg leave to report that pursuant to the laws of the State of Indiana I caused publication to be inserted in the following newspapers:

G. O. No. 13, 1944—Friday, March 31 and April 7, 1944—The Indianapolis Commercial and Marion County Mail

G. O. No. 19, 1944—Friday, March 31, and April 7, 1944—The Indianapolis Commercial and Marion County Mail

and that said ordinances are now in full force and effect as of the last date of publication.

Sincerely,

FRANK J. NOLL, JR.,

City Clerk

April 17, 1944]

City of Indianapolis, Ind.

311

April 17, 1944.

To the Honorable President and  
Members of the Common Council of  
the City of Indianapolis.

Gentlemen:

Attached are copies of Appropriation Ordinance No. 40, 1944, appropriating the sum of \$2,500.00 from the anticipated, estimated, unappropriated 1944 balance of the Board of Health General Fund to Fund No. 53, Refunds, Awards and Indemnities, City Hospital, Administration,

I respectfully recommend the passage of this ordinance.

Yours very truly,

**ROY E. HICKMAN,**  
City Controller.

April 17, 1944.

Honorable President and Members of  
Common Council of City of Indianapolis.

Gentlemen:

Attached please find copies of proposed General Ordinance No. 27, 1944, ratifying an agreement covering the Municipal Airport of the City of Indianapolis and American Airlines, Incorporated.

The Board of Public Works and Sanitation respectfully recommends the passage of this ordinance.

Very truly yours,

**HUGH NIVEN,**  
Executive Secretary.

April 17, 1944.

Honorable President and Members of  
Common Council of City of Indianapolis.

Gentlemen:

Attached please find copies of proposed General Ordinance No. 28, 1944, ratifying an agreement covering the Municipal Airport of the City of Indianapolis and Transcontinental and Western Air, Incorporated.

The Board of Public Works and Sanitation respectfully recommends the passage of this ordinance.

Very truly yours,

HUGH NIVEN,  
Executive Secretary.

April 17, 1944.

Honorable President and Members of  
Common Council of City of Indianapolis.

Gentlemen:

Attached please find copies of proposed General Ordinance No. 29, 1944, ratifying an agreement covering the Municipal Airport of the City of Indianapolis and Eastern Air Lines, Incorporated.

The Board of Public Works and Sanitation respectfully recommends the passage of this ordinance.

Very truly yours,

HUGH NIVEN,  
Executive Secretary.



April 17, 1944.

To the President and Members  
of the Common Council of the  
City of Indianapolis, Indiana.

Gentlemen:

Attached please find 18 copies of Resolution No. 3, 1944.

I sincerely recommend the passage of this resolution.

Respectfully,

CARSON C. JORDAN,  
Councilman.

At this time those present were given an opportunity to be heard on Appropriation Ordinances Nos. 32, 33, 34, 35, 36, 37, 38 and 39, 1944, and General Ordinances Nos. 21, 23, 24, 25 and 26, 1944.

Mr. Jordan asked for recess. The motion was seconded by Mr. Dauss and the Council recessed at 7:45 p. m.

The Council reconvened at 8:45 p. m., with the same members present as before.

### COMMITTEE REPORTS

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Finance, to whom was referred Appropriation Ordinance No. 32, 1944, entitled:

AN ORDINANCE amending General Ordinance No. 62, 1943, as amended, beginning as of May 1, 1944, to provide and create a Restaurant Inspection Division under the 1944 budget classifications of the Department of Public Health and Charities; appropriating the total sum of Thirteen Thousand One Hundred Eighty-Eight Dollars and Thirty-Three Cents (\$13,188.33) from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the Board of Health therefor, beginning as of May 1, 1944; and providing a time when this ordinance shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that same be held for further consideration.

EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
ROSS MANLY

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Public Safety, to whom was referred Appropriation Ordinance No. 33, 1944, entitled:

AN ORDINANCE transferring, reappropriating and re-allocating the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) from a certain item under Fund No. 11, Police Department in the Department of Public Safety, to certain other funds in the same division and Department, for the purpose of replenishing

funds; and fixing a time when the same shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

R. C. DAUSS, Chairman  
EDWARD R. KEALING  
O. H. WORLEY  
CARSON C. JORDAN

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Parks, to whom was referred Appropriation Ordinance No. 34, 1944, entitled:

AN ORDINANCE transferring, reappropriating and re-allocating the sum of One Thousand Dollars (\$1,000) from Fund No. 38, General Supplies, Department of Public Parks of Indianapolis, to Fund No. 53, Refunds, Awards and Indemnities under the same Department; and fixing a time when the same shall take effect, etc.;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

ROSS MANLY, Chairman  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
O. H. WORLEY  
WM. A. BROWN

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Public Health, to whom was referred Appropriation Ordinance No. 35, 1944, entitled:

AN ORDINANCE appropriating the sum of Two Hundred Twenty-Three Dollars and Sixteen Cents (\$223.16) from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the Board of Health of the City of Indianapolis, Indiana, to certain funds in the Department of Public Health and Charities for the payment of 1943 bills; and fixing a time when the same shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

LUCIAN B. MERIWETHER, Chairman  
EDWARD R. KEALING  
ROSS MANLY  
OTTO H. WORLEY  
WM. A. BROWN

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Public Works, to whom was referred Appropriation Ordinance No. 36, 1944, entitled:

AN ORDINANCE transferring, reappropriating and re-allocating the sum of Two Hundred Twenty-Five Dollars (\$225.00) Gas Tax money from a certain item

under Fund No. 11, Traffic Engineer, Board of Public Works of the City of Indianapolis, Indiana, to Fund No. 72, Equipment, in the same division and Department, for the purchase of a counter; and fixing a time when the same shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

EDWARD R. KEALING, Chairman  
R. C. DAUSS  
WM. A. BROWN  
CARSON C. JORDAN

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Finance, to whom was referred Appropriation Ordinance No. 37, 1944, entitled:

AN ORDINANCE appropriating the total sum of One Thousand Four Hundred Sixty-Five Dollars and Eighty-Five Cents (\$1,465.85) from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the City of Indianapolis and allocating the same to certain funds for the payment of 1943 bills; and fixing a time when the same shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
ROSS MANLY

Indianapolis, Ind., April 17, 1944.

To the President and Member of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Law and Judiciary, to whom was referred Appropriation Ordinance No. 38, 1944, entitled:

AN ORDINANCE appropriating the sum of One Thousand Seven Dollars and Fifty-Seven Cents (\$1,007.57) from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the City of Indianapolis to Fund No. 72, Equipment, Department of Public Purchase, for the purpose of purchasing one (1) Plymouth Deluxe Sedan automobile for the use by the inspector of said Department; and fixing a time when the same shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

OTTO H. WORLEY, Chairman  
WM. A. BROWN  
EDWARD R. KEALING  
LUCIAN B. MERIWETHER

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Public Safety, to whom was referred Appropriation Ordinance No. 39, 1944, entitled:

AN ORDINANCE appropriating, transferring, allocating, reappropriating and reallocating the total sum of

Twelve Thousand Ninety-Eight Dollars and Eight Cents (\$12,098.08), effective as of 8:00 a. m., May 11, 1944, to Fund No. 11, Fire Department, Department of Public Safety of Indianapolis, Indiana, for the purpose of providing for certain new jobs herein created by, etc; .

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

R. C. DAUSS, Chairman  
EDWARD R. KEALING  
O. H. WORLEY  
CARSON C. JORDAN

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Finance, to whom was referred General Ordinance No. 21, 1944, entitled:

AN ORDINANCE authorizing and directing the revision, codification, and publication of all existing ordinances of the City of Indianapolis, Indiana, and providing for the employment of lawyers to prepare the same, and appropriating the sum of Six Thousand Three Hundred Dollars (\$6,300.00) to defray the expense thereof;

beg leave to report that we have had said Ordinance under consideration, and recommend that same be held for further consideration.

EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER,  
ROSS MANLY

Indianapolis, Ind., April 17, 1944.

**To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.**

Gentlemen:

We, your Committee on City Welfare, to whom was referred General Ordinance No. 23, 1944, entitled:

AN ORDINANCE regulating parking on certain parts of certain streets in the City of Indianapolis, Indiana; providing a penalty for violation thereof; and fixing a time when the same shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

CARSON C. JORDAN, Chairman  
WM. A. BROWN  
ROSS MANLY  
LUCIAN B. MERIWETHER

Indianapolis, Ind., April 17, 1944.

**To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.**

Gentlemen:

We, your Committee on Public Health, to whom was referred General Ordinance No. 24, 1944, entitled:

AN ORDINANCE amending Sections 1, 3, 7, 10, 13, 16, 18 and 20, and adding a new section to be known as Section 16a of General Ordinance No. 47, 1941, generally known as Milk Ordinance, and Section 3a of General Ordinance No. 47, 1941, as amended by General Ordinance No. 9, 1943, and repealing all previous ordinances or parts of ordinances in conflict therewith, and fixing a time when same shall take effect;



beg leave to report that we have had said ordinance under consideration, and recommend that same be held for further consideration.

LUCIAN B. MERIWETHER, Chairman  
EDWARD R. KEALING  
ROSS MANLY  
O. H. WORLEY  
WM. A. BROWN

Indianapolis, Ind., April 17, 1944.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Finance, to whom was referred General Ordinance No. 25, 1944, entitled:

AN ORDINANCE authorizing certain Departments to purchase, through the duly authorized Purchasing Agent, certain automobiles to be paid for out of funds heretofore appropriated; and fixing a time when the same shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
ROSS MANLY

Indianapolis, Ind., April 17, 1944

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Election, to whom was referred General Ordinance No. 26, 1944, entitled:

AN ORDINANCE establishing certain passenger and/or loading zones in the City of Indianapolis, pursuant to the provisions of Section 26 of General Ordinance No. 96, 1928, as amended by General Ordinance No. 31, 1931, as amended by General Ordinance No. 58, 1931; and fixing a time when the same shall take effect;

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

WM. A. BROWN, Chairman  
CARSON C. JORDAN  
R. C. DAUSS  
ROSS MANLY

## INTRODUCTION OF APPROPRIATION ORDINANCES

By the City Controller:

### APPROPRIATION ORDINANCE No. 40, 1944

AN ORDINANCE appropriating the sum of Twenty-Five Hundred (\$2,500.00) from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the Board of Health of the City of Indianapolis, Indiana, to Fund No. 53, Refunds, Awards and Indemnities, Administration, City Hospital, Board of Public Health and Charities; and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the sum of Twenty-Five Hundred Dollars (\$2,500.00) be and the same is hereby appropriated from the anticipated, estimated and unappropriated 1944 balance of the General Fund of the Board of Health of Indianapolis, Indiana, to Fund No. 53, Refunds, Awards and Indemnities, Administration, Board of Public Health and Charities of Indianapolis, Indiana.

Section 2. This ordinance shall be in full force and effect upon its passage, approval by the Mayor, and compliance with all law pertaining thereto.

Which was read the first time and referred to the Committee on Public Health.

## INTRODUCTION OF GENERAL ORDINANCES

By the Board of Public Works and Sanitation:

### GENERAL ORDINANCE No. 27, 1944

AN ORDINANCE ratifying, confirming and approving a certain lease agreement made and entered into on the 21st day of March, 1944, by and between the City of Indianapolis, acting by and through its Board of Public Works and Sanitation, with the approval of its Mayor, as Lessor, and American Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, with its principal place of business at 100 East 42nd Street, New York, N. Y., as Lessee, wherein the City of Indianapolis has demised and leased to said corporation certain premises and facilities, rights, licenses and privileges, on and in connection with the property and improvement of Lessor, known as the Weir Cook Airport, which are more particularly described and set out in said lease; and upon the terms, conditions and provisions provided in said lease; and fixing a time when the same shall take effect.

WHEREAS, heretofore, to-wit: On the 21st day of March, 1944, the City of Indianapolis by and through its Board of Public Works and Sanitation, with the approval of its Mayor, entered into a certain lease agreement with the American Airlines, Inc., which said lease agreement is in the following words and figures, to-wit:

## AGREEMENT

This Agreement of Lease made this 21st day of March, 1944, by and between the City of Indianapolis, a municipal corporation of Marion County, State of Indiana, (hereinafter referred to as "Lessor"), acting by and through its Board of Public Works and Sanitation, with the approval of its Mayor, and

## AMERICAN AIRLINES, INC.,

a corporation organized and existing under and by virtue of the laws of the State of Delaware, (hereinafter referred to as "Lessee"), with its principal place of business at 100 East 42nd Street, New York, N. Y.

## WITNESSETH:

WHEREAS, the Lessor is the owner and operator of Weir Cook Airport, in Marion County, Indiana; and,

WHEREAS, Lessee is engaged in the business of transporting persons, property and mail by air, and Lessor desires to lease and grant, and Lessee desires to hire and obtain, certain premises and facilities on said Airport, together with certain rights, licenses and privileges thereon;

NOW, THEREFORE, the parties hereto, for and in consideration of rents, covenants and agreements contained herein, agree as follows:

## ARTICLE I—PREMISES

Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, the following premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor known as the Weir Cook Airport, as more particularly hereinafter set forth:

(A) Use of Airport. The use (in common with other duly authorized users) of said Airport and appurtenances, together

with all facilities, improvements, equipment and services which have been or may hereafter be provided at or in connection with said Airport from time to time, subject to rules and regulations as provided in Article VIII herein, which use shall include

(1) The operation of a transportation system by aircraft for the carriage of persons, property, freight, express and mail (hereinafter referred to as "air transportation"), including all activities reasonably necessary to such operation.

(2) The repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment owned or operated by Lessee; provided, however, that this paragraph shall not be construed to require Lessor to make available hangar space.

(3) The training at the Airport of personnel actually in the employ of or to be employed by Lessee, and the testing of aircraft and equipment owned or operated by Lessee; it being understood that such training and testing shall be incident to the use of the Airport in the operation by Lessee of its air transportation system.

(4) The right from time to time, but not as a regular course of business, to sell and dispose of Lessee's aircraft, engines, accessories, and other equipment or supplies, gasoline, oil, lubricants or other fuel, insofar as same may be incidental to Lessee's operation of an air transportation system, but not otherwise, it being expressly understood and agreed that this sub-section shall not be construed as authorizing the conduct of a separate business by Lessee, provided however, that Lessee shall not sell or dispose of gasoline or other fuel except in emergencies where fuel of the type required is not available from the fuel concessionaire at the airport.

(5) The Servicing by Lessee or by its suppliers, of aircraft or other equipment owned or operated by Lessee by truck or otherwise, with gasoline, oil, greases and any other fuel or other supplies required by Lessee.

(6) The landing, taking off, parking, loading and unloading of aircraft or other equipment owned or operated by Lessee.

(7) The right to load and unload persons, property, freight and express and mail at said Airport by such motor vehicles or other means of conveyance as Lessee may desire or require in the operation of its air transportation system, with the right to designate the particular carrier, or carriers, who shall or may transport Lessee's passengers and cargo to and from the Airport.

(8) The right to install and operate a reasonable number of identifying signs on the leased premises, the general type, design and location of such signs to be subject to the written approval of the Board of Public Works and Sanitation.

(9) The right to install, maintain and operate, at the expense of the Lessee, such radio, communications, meteorological and aerial navigation equipment and facilities in, on and about the premises herein leased at said Airport as may be necessary or convenient, in the opinion of the Lessee, for its operations; provided, that the location of such equipment and facilities as might interfere with full and proper use of the Airport shall be subject to approval by the Board of Public Works and Sanitation.

(10) In the event that Lessor shall provide, at the written request of Lessee, additional airport facilities of a type or types not now provided or operated by Lessor at said Airport, Lessee agrees to pay a fair proportionate share of the cost of operation and maintenance of such facilities, such share to be determined by agreement of the parties prior to installation of such facilities.

**(B) Space in Administration Building.** The exclusive use of about six hundred seventy-four square feet of space in the Administration Building, as the same is more particularly set forth and shown on the floor plans attached hereto as a part of Exhibit A, and as outlined in red thereon, for use of Lessee in connection with or incidental to its operation of an air transportation system, such use to include the sale of tickets, accident insurance, manifesting of passengers and cargo, handling of mail, baggage and cargo and the operation of a general traffic, operations, meteorological and communications office.

**(C) Public Space in Administration Building.** The use by Lessee, its employees, passengers, guests, patrons and invitees,

in common, however, with others, of all public spaces in said Administration Building, as shown in Exhibit A, and all additional public space which may hereafter be made available in said Administration Building or any additions thereto, including its lobby, waiting room, hallways, rest rooms, room for flight personnel and other public and passenger conveniences.

(D) **Parking Space.** The use by Lessee and its employees, in common only with other air transport operators who may be lessees of space at the Airport and their employees, of an adequate vehicular parking space, to be designated by Lessor, located as near as possible to the Administration Building, without charge to Lessee or its employees. The use by Lessee and its passengers (including persons calling for and delivering passengers), in common only with the other air transport operators who may be lessees of space at the Airport and their passengers, of an adequate parking space located as near as possible to said Administration Building, without charge to Lessee or to said passengers.

Provided, however, that such parking space shall be limited to the extent of grounds and space available to Lessor for such purposes; and, provided, further that Lessor shall not be required, except in its own discretion, to furnish parking police or attendants or other police protection for such parking spaces.

(E) **Right of Access, Ingress and Egress.** The full and unrestricted access and ingress to and egress from the premises at the Airport, herein leased and licensed, for Lessee, its employees, passengers, guests, patrons, invitees, suppliers of materials and furnishers of service, its or their aircraft, equipment, vehicles, machinery and other property, without charge to Lessee, or to said persons or property.

## ARTICLE II—TERM

Lessee shall have and hold said premises, facilities, rights, licenses and privileges set forth in paragraphs (A) to (E), inclusive, of Article I, for a term of ten (10) years, commencing on the 1st day of April, 1944, and terminating at the end of the 31st day of March, 1954, unless sooner terminated as hereinafter provided.

### ARTICLE III—RIGHT TO LEASE PROPERTY

Lessor represents that is has the right to lease said property together with all the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this lease in respect thereof.

### ARTICLE IV—CHARGES, FEES OR TAXES

Lessor agrees that no charges, fees, licenses, excise or operating taxes, or tolls, other than herein expressly provided, shall be charged or collected by it from Lessee or any other persons, including suppliers of materials or furnishers of services, for the privilege of transporting, loading, unloading, or handling persons, property or mail to, from, into or on said Airport in connection with Lessee's business.

### ARTICLE V—RIGHT TO PURCHASE SUPPLIES AND MATERIALS

Lessee shall have the full right of purchasing at said Airport or elsewhere, its requirements of gasoline, fuel, lubricating oil, grease, food and other passenger supplies, and any other materials and supplies from any person or company of its choice, and no charges, fees, taxes, or tolls of any kind, except as herein expressly set forth, shall be charged by Lessor, directly or indirectly, against Lessee or its suppliers for the privilege of using, storing, withdrawing, handling, consuming or transporting the same to, from or on said Airport.

### ARTICLE VI—LESSEE'S STORAGE FACILITIES

Lessee may at its own cost and expense erect, install, and maintain on said Airport such adequate storage facilities, excluding hangars, shops and freight sheds as it may determine to be necessary for use in connection with its air transportation operations for gasoline, oil, greases, and any other fuel, and for other supplies and equipment, at convenient locations, whether underground or on the surface, as may be mutually agreed upon by and between Lessor and Lessee, together with the necessary pipes, pumps, motors, filters, racks, housing and other appurtenances incidental to the use thereof. No restrictions shall be placed upon the Lessee as to the architects builders or



contractors who shall be employed by it in connection with the erection of any such storage facility.

Any such storage facility erected or installed by the Lessee pursuant to this Article shall not become a part of the land on, or in, which it is erected, but shall be and remain the property of Lessee.

#### ARTICLE VII—MAINTENANCE AND OPERATION OF AIRPORT

Lessor agrees to maintain and operate said Airport so as to entitle it to an approved rating by the C.A.A., equivalent to or higher than the one which it now holds, in respect to all operations of Lessee now or hereafter approved by said C.A.A.

It is expressly understood and agreed that the Lessor will keep the public space in the Administration Building in good repair and will provide and supply water and heat (such heating during cold weather to be sufficient to keep the building at a reasonable temperature) for the entire building. The Lessor will also provide adequate electric light for the public space in the said building, but the Lessee will pay for its own electric bulbs or additional fixtures in the exclusive office space occupied by Lessee. The Lessor will furnish janitors and other cleaners necessary to keep the Airport and the public spaces in the Administration Building clean, neat, orderly, sanitary and presentable, together with such personnel as may be necessary to facilitate the use of the Airport and Administration Building and the appurtenances, facilities and services as aforesaid by anyone hereunder entitled to use the same; provided, however, that Lessee shall furnish its own janitor service in respect to the office space exclusively occupied by it, and in addition thereto shall pay for any electric current used by it in the operation of its equipment, pumping facilities, office space, and all other electric current used exclusively by Lessee.

#### ARTICLE VIII—RULES AND REGULATIONS

Lessee covenants and agrees to observe and obey all reasonable rules and regulations (not in conflict with the provisions hereof) which may from time to time during the term hereof be promulgated by Lessor, or any of its agencies, for operation of said Airport.

#### ARTICLE IX—DAMAGE OR DESTRUCTION OF ADMINISTRATION BUILDING

If any property, part or all of which is leased to Lessee, shall be partially damaged by fire or other casualty, but not rendered un-

tenantable, the same shall be repaired with due diligence by the Lessor at its own cost and expense; if the damage shall be so extensive as to render the premises untenable, but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the Lessor at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thence forth cease until such time as the premises shall be in order; and in case such property is completely destroyed by fire or other casualty, or so damaged as to remain untenable for more than sixty (60) days, at the option of the Lessee either; (1) said premises shall be repaired or reconstructed with due diligence by the Lessor at its own cost and expense and the rent payable therefor shall be proportionately paid up to the time of such damage or destruction and shall thence forth cease until such time as the premises shall be put in order; provided, however, that the rent provided herein shall continue and be paid by Lessee on any usable portion of said property, covered by this lease, which has not been damaged by fire or other casualty and the rent on such portion of said property to be proportionately paid; or (2) within ninety (90) days after the time of such damage or destruction and before the said premises shall be put in order and before contract for repair or reconstruction thereof has been signed, the Lessee shall give the Lessor notice of its intention to cancel this lease, or the portion thereof relating to such property, in which case this lease, in its entirety, or the portion thereof relating to such property shall forthwith cease and determine; provided, however, that this lease shall not be cancelled in its entirety by reason of damage by fire or other casualty unless the property covered by this lease shall be damaged to such an extent that none of such property is usable by Lessee, but may be cancelled in part upon that portion of said property which has been so damaged to an extent which renders it unusable by Lessee.

#### ARTICLE X—CANCELLATION BY LESSOR

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and the Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of, or be prevented by any final action of any Federal or State Authority from conducting

and operating its transportation system for the carriage of persons, property and mail by aircraft at the Airport, or that Lessee shall fail to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the Lessee to be performed, kept or observed, the Lessor may give the Lessee notice in writing to correct such condition or cure such default; and, if any such condition or default shall continue for sixty (60) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said sixty (60) day period and prior to the correction of or curing of such condition or default, terminate this lease by a twenty (20) day written notice; and the term hereby demised shall thereupon cease and expire at the end of such twenty (20) days, in the same manner and to the same effect as if it were the expiration of the original term.

The acceptance of rental by the Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for such default.

No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee.

#### ARTICLE XI—CANCELLATION BY LESSEE

Lessee, in addition to any right of cancellation or any other rights herein given to Lessee, may cancel this lease in its entirety and terminate all or any of its obligations hereunder at any time, by thirty (30) days' written notice, upon or after the happening of any one of the following events:

(A) The failure or refusal of the Civil Aeronautics Authority to continue the right of Lessee to operate into and from said Airport.

(B) The termination of Lessee's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States air mail to, from or through Indianapolis, Indiana.

(C) The failure or refusal by the Post Office Department, or any other competent governmental authority, to designate the said Airport as the terminal point for Indianapolis, Indiana, for the receiving and dispatching of United States air mail; or the withdrawal of such designation by such governmental agencies.

(D) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of said Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.

(E) The breach by Lessor of any of the covenants and agreements herein contained and the failure of Lessor to remedy such breach for a period of ninety (90) days after receipt of written notice of the existence of such breach.

(F) The inability of Lessee to use said premises and facilities continuing for a longer period than sixty (60) days, whether due to any law or order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee, or due to war, sabotage, earthquake, or other casualty which is not a result of the negligent acts or negligent omissions of Lessee or its employees.

(G) Any action of the Civil Aeronautics Authority refusing to permit Lessee to operate into, from or through said Airport such aircraft as Lessee may reasonably desire to operate, provided all such aircraft have been approved by the Civil Aeronautics Authority.

No Waiver of Default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

#### ARTICLE XII—OPTION TO LEASE ADDITIONAL SPACE

The Lessee shall have the right and option at any time, and from time to time during the term hereof, to lease any additional

space at the Airport not necessary to Lessor's operation of the Airport and at the time not leased to others, whether such space is adjacent to the space leased hereunder or otherwise, upon such terms and conditions as may be agreed upon at such time by Lessor and Lessee.

#### ARTICLE XIII—COVENANT NOT TO GRANT MORE FAVORABLE TERMS

Lessor covenants and agrees not to enter into any lease, contract or agreement with any other scheduled air transport operator, with respect to the Airport, containing more favorable terms than this lease or to grant any other scheduled air transport operator, rights, privileges or concessions with respect to the said Airport which are not accorded to the Lessee hereunder, unless the same terms, rights, privileges and concessions are concurrently made available to the Lessee.

#### ARTICLE XIV—QUIET ENJOYMENT

Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all the rights and privileges of said Airport, its appurtenances and facilities, as provided in this lease.

#### ARTICLE XV—SURRENDER OF POSSESSION

Lessee agrees to yield and deliver to Lessor possession of the premises exclusively leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire or other casualty, Lessee shall have the right at any time during said term, or any renewal or extension thereof, or within thirty (30) days after such termination, to remove all fixtures and equipment and any other personal property installed or placed by it at its expense, in, on or about the premises herein leased without restriction whatsoever; subject, however, to any valid lien which Lessor may have thereon for unpaid rents or fees, provided, that Lessee shall tender reason-

able compensation to owners of any property rightfully on the premises which may be substantially injured or destroyed by such removal; provided, that Lessee, in the removal of any such property, shall not in any unreasonable way interfere with the operation of the Airport.

#### ARTICLE XVI—AIRPORT RESPONSIBILITY

The Lessee, under the terms of this agreement, will not be in control or possession of said Airport (except as to the parts thereof leased exclusively to Lessee), and Lessee does not assume responsibility for the conduct or operation of the said Airport or for the physical or other conditions of the same, not due to Lessee's own negligent acts or negligent omissions.

#### ARTICLE XVII—INSURANCE

Lessee now has and expects to maintain throughout the life of this agreement commercial liability insurance or self-insurance in the following minimum amounts: \$40,000.00 per person; \$100,000.00 per accident; \$50,000.00 property.

#### ARTICLE XVIII—CIVIL AERONAUTICS AUTHORITY

Whenever the term "Civil Aeronautics Authority," (C.A.A.) is used in this lease, it shall be construed as referring to the Civil Aeronautics Authority created by the Federal Government under the Civil Aeronautics Act of 1938, or to such other agency or agencies of the Federal Government having from time to time similar jurisdiction over the Lessee or its business.

#### ARTICLE XIX—ASSIGNMENT OF LEASE

Lessee shall not at any time assign this lease or any part thereof, without the consent in writing of Lessor; provided, however, that Lessee may assign this lease upon written notice to Lessor without such consent to any corporation with which Lessee may merge or consolidate or which may succeed to the business assets or any substantial part thereof of the Lessee.

ARTICLE XX—NOTICES

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Board of Public Works and Sanitation of the City of Indianapolis, Indiana, with copy to Superintendent of Airport, and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to the Lessee, at, 100 East 42nd Street, New York, N. Y., or to such other respective addresses as the parties may designate in writing from time to time.

ARTICLE XXI—RENTALS AND FEES

For 674 square feet of floor space used exclusively by Lessee in the Administration Building, as shown on the floor plans attached hereto as a part of Exhibit "A", and for such other exclusive space as Lessee may have as shown on Exhibit "A", Lessee shall pay to Lessor the following rental:

Two Dollars (\$2.00) per square foot per annum for floor space on the main floor of the Administration Building;

One Dollar and Fifty Cents (\$1.50) per square foot per annum for floor space on the second floor of the Administration Building;

Fifty Cents (\$.50) per square foot per annum for store-room space, wherever located.

From and after the date hereof, and for and during the first five (5) years of the term of this lease, viz: From April 1, 1944, to March 31, 1949, Lessee shall pay to Lessor a fee each calendar month with respect to each of Lessee's scheduled trip arrivals at said Airport, as follows:

- (1) For each of the first two scheduled trip arrivals, per month.....\$100.00
- (2) For each of the next two scheduled trip arrivals, per month.....\$ 75.00
- (3) For each of the next six scheduled trip arrivals, per month.....\$ 50.00

- (4) For each additional scheduled trip arrival, per month .....\$ 25.00

From April 1, 1949, to the day of the termination of this lease, Lessee shall pay to Lessor a fee each calendar month with respect to each of Lessee's scheduled trip arrivals at said airport as follows:

- (1) For each of the first two scheduled trip arrivals, per month.....\$110.00
- (2) For each of the next two scheduled trip arrivals, per month.....\$ 82.50
- (3) For each of the next six scheduled trip arrivals, per month.....\$ 55.00
- (4) For each additional scheduled trip arrival, per month .....\$ 27.50

The time table of the Lessee in effect for each current month shall be the sole basis for determining the number of such scheduled trip arrivals during such month and no account shall be taken of schedule changes made during the month, the actual number of trip arrivals or aircraft landings occurring during the month, flight cancellations, extra sections flown (not regularly operated as sections of regular schedules), courtesy, test, inspection or non-revenue flights. The number of trips shown on the face of the time table as scheduled to arrive at said Airport shall be the number of trips for which the monthly payment shall be made, without regard to the number of days on which trips are scheduled to arrive, provided, however, that any schedule regularly operated by Lessee in two (2) or more sections shall be paid for by Lessee as if each of the sections regularly operated were a separate schedule.

For example: If on the face of the time table in effect for a particular month, only two trips are shown as scheduled to arrive at said Airport, one daily and one daily except Sundays, the payment to be made for that entire month would be One Hundred (\$100.00) Dollars for each of the two said scheduled trip arrivals, or a total of Two Hundred (\$200.00) Dollars.

The foregoing shall be applicable to all scheduled trip arrivals on which air craft having licensed standard gross weights of 30,000 pounds each, or less, are scheduled to be operated. With respect to any scheduled trip arrival on which aircraft having a gross weight of



more than 30,000 pounds each are scheduled by the Lessee to be operated, the monthly fee for that scheduled trip arrival shall be increased by One (\$1.00) Dollar for each 1,000 pounds of such excess weight (500 pounds or any larger part of 1,000 pounds to be counted as if a whole 1,000 pounds, and any smaller part to be disregarded). The excess payment is to be computed on the basis of one aircraft.

The term "licensed standard gross weight" for any transport aircraft as used herein shall be the standard gross weight of such air craft as determined by the Civil Aeronautics Authority.

The fees provided in this article shall become due and shall be payable on the 15th day of the month next succeeding that during which such fees may have accrued.

No fees or rentals provided in this article shall be considered past due in any event until ten (10) days after receipt by Lessee of Lessor's written billing therefor.

It is understood that, except for the rentals, charges and fees set forth above, there shall be no rentals, fees, licenses, or other charges, or excise taxes, and no tolls payable by the Lessee to the Lessor for the use of any of the premises, facilities, rights, licenses and privileges granted hereunder, except as otherwise provided in subparagraph 10 of paragraph (A) of Article I and in Article XII of this lease.

#### ARTICLE XXII—HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this lease.

#### ARTICLE XXIII—INVALID PROVISION

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, conditions or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condi-

tion or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this lease. This Agreement shall not be in force and effect until the same shall have been executed by a duly authorized officer of Lessee and has been ratified, confirmed and approved by the Common Council of the City of Indianapolis.

#### ARTICLE XXIV—PERSONAL LIABILITY

Nothing herein contained shall create any personal liability against the Mayor or any member of the Board of Public Works and Sanitation nor against any officers of the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed these presents, as of the day and year first above written,

#### CITY OF INDIANAPOLIS

By Sherlie A. Deming, President (Signed)  
 Joseph B. Wade (Signed)  
 Walter E. Hemphill (Signed)  
 Gideon W. Blain (Signed)  
 Its Board of Public Works and Sanitation

#### ATTEST:

Hugh Niven (Signed)  
 Its Executive Secretary

#### APPROVED:

Robert H. Tyndall (Signed)  
 Its Mayor

#### AMERICAN AIRLINES, INC.

By H. K. Rulison (Signed)  
 Treasurer THE LESSEE

#### ATTEST:

C. W. Jacob (Signed)  
 Secretary

(Seal)

WHEREAS, said lease agreement has been submitted by said Board of Public Works and Sanitation of said City of Indianapolis, after its execution by the parties thereto, and approval of the same by the Mayor, to the Common Council of said City of Indianapolis for its action thereon; NOW, THEREFORE,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the foregoing lease agreement made and entered into on the 21st day of March, 1944, by and between the City of Indianapolis, by and through its Board of Public Works and Sanitation and approved by the Mayor, and the American Airlines, Inc., in consideration of the premises mentioned in said lease agreement, be and the same is hereby in all things ratified, confirmed and approved in accordance with the terms, conditions and provisions thereof.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Which was read the first time and referred to the Committee on Public Works.

By the Board of Public Works and Sanitation:

GENERAL ORDINANCE NO. 28, 1944

AN ORDINANCE ratifying, confirming and approving a certain lease agreement made and entered into on the 21st day of March, 1944, by and between the City of Indianapolis, acting by and through its Board of Public Works and Sanitation, with approval of its Mayor, as Lessor, and Transcontinental and Western Air, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, with its principal place of business at 101 West 11th Street, Kansas City, Missouri,

as Lessee, wherein the City of Indianapolis has demised and leased to said corporation certain premises and facilities, rights, licenses and privileges, and in connection with the property and improvement of Lessor, known as the Weir Cook Airport, which are more particularly described and set out in said lease; and upon the terms, conditions and provisions provided in said lease; and fixing a time when the same shall take effect.

WHEREAS, heretofore, to-wit: on the 21st day of March, 1944, the City of Indianapolis, by and through its Board of Public Works and Sanitation, with the approval of its Mayor, entered into a certain lease agreement with the Transcontinental and Western Air, Inc., which said lease agreement is in the following words and figures, to-wit:

#### AGREEMENT

This Agreement of Lease made this 21st day of March, 1944, by and between the City of Indianapolis, a municipal corporation of Marion County, State of Indiana, (hereinafter referred to as "Lessor"), acting by and through its Boards of Public Works and Sanitation, with the approval of its Mayor, and

TRANSCONTINENTAL AND WESTERN AIR, INC.,

a corporation organized and existing under and by virtue of the laws of the State of Delaware, (hereinafter referred to as "Lessee"), with its principal place of business at, 101 West 11th Street, Kansas City, Mo.

#### WITNESSETH:

WHEREAS, the Lessor is the owner and operator of Weir Cook Airport, in Marion County, Indiana; and,

WHEREAS, Lessee is engaged in the business of transporting persons, property and mail by air, and Lessor desires to lease and grant, and Lessee desires to hire and obtain, certain premises and facilities on said Airport, together with certain rights, licenses and privileges thereon;

NOW, THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

#### ARTICLE I—PREMISES

Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, the following premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor known as the Weir Cook Airport, as more particularly hereinafter set forth:

(A) **Use of Airport.** The use (in common with other duly authorized users) of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided at or in connection with said Airport from time to time, subject to rules and regulations as provided in Article VIII herein, which use shall include:

(1) The operation of a transportation system by aircraft for the carriage of persons, property, freight, express and mail (hereinafter referred to as "Air Transportation"), including all activities reasonably necessary to such operation.

(2) The repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment owned or operated by Lessee; provided, however, that this paragraph shall not be construed to require Lessor to make available hangar space.

(3) The training at the Airport of personnel actually in the employ of or to be employed by Lessee, and the testing of aircraft and equipment owned or operated by Lessee; it being understood that such training and testing shall be incident to the use of the Airport in the operation by Lessee of its air transportation system.

(4) The right from time to time, but not as a regular course of business, to sell and dispose of Lessee's aircraft, engines, accessories, and other equipment or supplies, gasoline, oil, lubricants or other fuel, insofar as same may be incidental to Lessee's operation of an air transportation system, but not otherwise, it being expressly understood and agreed that this sub-section shall not be construed as authorizing the conduct of a separate business by Lessee, provided, however, that Lessee shall not sell or dispose of gasoline or other fuel except in emergencies where fuel of the type required is not available from the fuel concessionaire at the airport.

(5) The servicing by Lessee or by its suppliers, of aircraft or other equipment owned or operated by Lessee by truck or otherwise, with gasoline, oil, greases and any other fuel or other supplies required by Lessee.

(6) The landing, taking off, parking, loading and unloading of aircraft or other equipment owned or operated by Lessee.

(7) The right to load and unload persons, property, freight and express and mail at said Airport by such motor vehicles or other means of conveyance as Lessee may desire or require in the operation of its air transportation system, with the right to designate the particular carrier, or carriers, who shall or may transport Lessee's passengers and cargo to and from the Airport.

(8) The right to install and operate a reasonable number of identifying signs on the leased premises, the general type, design and location of such signs to be subject to the written approval of the Board of Public Works and Sanitation.

(9) The right to install, maintain and operate, at the expense of the Lessee, such radio, communications, meteorological and aerial navigation equipment and facilities in, on and about the premises herein leased at said Airport as may be necessary or convenient, in the opinion of the Lessee, for its operations; provided, that the location of such equipment and facilities as might interfere with full and proper use of the Airport shall be subject to approval by the Board of Public Works and Sanitation.

(10) In the event that Lessor shall provide, at the written request of Lessee, additional airport facilities of a type or types not now provided or operated by Lessor at said Airport, Lessee agrees to pay a fair proportionate share of the cost of operation and maintenance of such facilities, such share to be determined by agreement of the parties prior to installation of such facilities.

(B) **Space in Administration Building.** The exclusive use of about **eight hundred thirty-two (832)** square feet of space in the Administration Building, as the same is more particularly set forth and shown on the floor plan attached hereto as a part of Exhibit A, for use of Lessee in connection with or incidental to its operation of an air transportation system, such use to include the sale of tickets, accident insurance, manifesting of passengers and cargo, handling of mail, baggage and cargo, and the operation of a general traffic, operations, meteorological and communications office.

(C) **Public Space in Administration Building.** The use by Lessee, its employees, passengers, guests, patrons and invitees, in common, however, with others, of all public spaces in said Administration Building, as shown on Exhibit A, and all additional public space which may hereafter be made available in said Administration Building or any additions thereto, including its lobby, waiting room, hallways, rest rooms, room for flight personnel and other public and passenger conveniences.

(D) **Parking Space.** The use by Lessee and its employees, in common only with other air transport operators who may be

lessees of space at the Airport and their employees, of an adequate vehicular parking space, to be designated by Lessor, located as near as possible to the Administration Building, without charge to Lessee or its employees. The use by Lessee and its passengers (including persons calling for and delivering passengers), in common only with the other air transport operators who may be lessees of space at the Airport and their passengers, of an adequate parking space located as near as possible to said Administration Building, without charge of Lessee or to said passengers.

Provided, however, that such parking space shall be limited to the extent of grounds and space available to Lessor for such purposes; and, provided, further, that Lessor shall not be required, except in its own discretion, to furnish parking police or attendants or other police protection for such parking spaces.

(E) **Right of Access, Ingress and Egress.** The full and unrestricted access and ingress to and egress from the premises at the Airport, herein leased and licensed, for Lessee, its employees, passengers, guests, patrons, invitees, suppliers of materials and furnishers of service, its or their aircraft, equipment, vehicles, machinery and other property, without charge to Lessee, or to said persons or property.

## ARTICLE II—TERM

Lessee shall have and hold said premises, facilities, rights, licenses and privileges set forth in paragraphs (A) to (E), inclusive, of Article I, for a term of ten (10) years, commencing on the 1st day of April, 1944, and terminating at the end of the 31st day of March, 1954, unless sooner terminated as hereinafter provided.

## ARTICLE III—RIGHT TO LEASE PROPERTY

Lessor represents that it has the right to lease said property, together with all the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this lease in respect thereof.



#### ARTICLE IV—CHARGES, FEES OR TAXES

Lessor agrees that no charges, fees, licenses, excise or operating taxes, or tolls, other than herein expressly provided, shall be charged or collected by it from Lessee or any other persons, including suppliers of materials or furnishers of services, for the privilege of transporting, loading, unloading, or handling persons, property or mail to, from, into or on said Airport in connection with Lessee's business.

#### ARTICLE V—RIGHT TO PURCHASE SUPPLIES AND MATERIALS

Lessee shall have the full right of purchasing at said Airport or elsewhere, its requirements of gasoline, fuel, lubricating oil, grease, food and other passenger supplies, and any other materials and supplies from any person or company of its choice, and no charges, fees, taxes, or tolls of any kind, except as herein expressly set forth, shall be charged by Lessor, directly or indirectly, against Lessee or its suppliers for the privilege of using, storing, withdrawing, handling, consuming or transporting the same to, from or on said Airport.

#### ARTICLE VI—LESSEE'S STORAGE FACILITIES

Lessee may at its own cost and expense erect, install, and maintain on said Airport such adequate storage facilities, excluding hangars, shops and freight sheds as it may determine to be necessary for use in connection with its air transportation operations for gasoline, oil, greases, and any other fuel, and for other supplies and equipment, at convenient locations, whether underground or on the surface, as may be mutually agreed upon by and between Lessor and Lessee, together with the necessary pipes, pumps, motors, filters, racks, housing and other appurtenances incidental to the use thereof. No restrictions shall be placed upon the Lessee as to the architects, builders or contractors who shall be employed by it in connection with the erection of any such storage facility.

Any such storage facility erected or installed by the Lessee pursuant to this Article shall not become a part of the land on, or in, which it is erected, but shall be and remain the property of Lessee.

#### ARTICLE VII—MAINTENANCE AND OPERATION OF AIRPORT

Lessor agrees to maintain and operate said Airport so as to entitle it to an approved rating by the C.A.A., equivalent to or higher than the one which it now holds, in respect to all operations of Lessee now or hereafter approved by said C.A.A.

It is expressly understood and agreed that the Lessor will keep the public space in the Administration Building in good repair and will provide and supply water and heat (such heating during cold weather to be sufficient to keep the building at a reasonable temperature) for the entire building. The Lessor will also provide adequate electric light for the public space in the said building, but the Lessee will pay for its own electric bulbs or additional fixtures in the exclusive office space occupied by Lessee. The Lessor will furnish janitors and other cleaners necessary to keep the airport and the public spaces in the Administration Building clean, neat, orderly, sanitary and presentable, together with such personnel as may be necessary to facilitate the use of the Airport and Administration Building and the appurtenances, facilities and services as aforesaid by anyone hereunder entitled to use the same; provided, however, that Lessee shall furnish its own janitor service in respect to the office space exclusively occupied by it, and in addition thereto shall pay for any electric current used by it in the operation of its equipment, pumping facilities, office space, and all other electric current used exclusively by Lessee.

#### ARTICLE VIII—RULES AND REGULATIONS

Lessee covenants and agrees to observe and obey all reasonable rules and regulations (not in conflict with the provisions hereof) which may from time to time during the term hereof be promulgated by Lessor, or any of its agencies, for operation of said Airport.

#### ARTICLE IX—DAMAGE OR DESTRUCTION OF ADMINISTRATION BUILDING

If any property part or all of which is leased to Lessee, shall be partially damaged by fire or other casualty, but not rendered

untenantable, the same shall be repaired with due diligence by the Lessor at its own cost and expense; if the damage shall be so extensive as to render the premises untenantable, but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the Lessor at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be in order; and in case such property is completely destroyed by fire or other casualty, or so damaged as to remain untenantable for more than sixty (60) days, at the option of the Lessee either; (1) said premises shall be repaired or reconstructed with due diligence by the Lessor at its own cost and expense and the rent payable therefore shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be put in order; provided, however, that the rent provided herein shall continue and be paid by Lessee on any usable portion of said property, covered by this lease, which has not been damaged by fire or other casualty and the rent on such portion of said property to be proportionately paid; or (2) within ninety (90) days after the time of such damage or destruction and before the said premises shall be put in order and before contract for repair or reconstruction thereof has been signed, the Lessee shall give the Lessor notice of its intention to cancel this lease, or the portion thereof relating to such property, in which case this lease in its entirety, or the portion thereof relating to such property shall forthwith cease and determine; provided, however, that this lease shall not be cancelled in its entirety by reason of damage by fire or other casualty unless the property covered by this lease shall be damaged to such an extent that none of such property is usable by Lessee, but may be cancelled in part upon that portion of said property which has been so damaged to an extent which renders it unusable by Lessee.

#### ARTICLE X—CANCELLATION BY LESSOR

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and the Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of, or be prevented by any final action of any Federal or State authority from conducting and operating its transportation system for the carriage of

persons, property and mail by aircraft at the Airport, or that Lessee shall fail to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the Lessee to be performed, kept or observed, the Lessor may give the Lessee notice in writing to correct such condition or cure such default; and, if any such condition or default shall continue for sixty (60) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said sixty (60) day period and prior to the correction of or curing of such condition or default, terminate this lease by a twenty (20) day written notice; and the term hereby demised shall thereupon cease and expire at the end of such twenty (20) days, in the same manner and to the same effect as if it were the expiration of the original term.

The acceptance of rental by the Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for such default.

No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms covenants and conditions herein contained to be performed, kept and observed by Lessee.

#### ARTICLE XI—CANCELLATION BY LESSEE

Lessee, in addition to any right of cancellation or any other rights herein given to Lessee, may cancel this lease in its entirety and terminate all or any of its obligations hereunder at any time, by thirty (30) days' written notice, upon or after the happening of any one of the following events:

(A) The failure or refusal of the Civil Aeronautics Authority to continue the right of Lessee to operate into and from said Airport.

(B) The termination of Lessee's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States air mail to, from or through Indianapolis, Indiana.

(C) The failure or refusal by the Post Office Department, or any other competent governmental authority, to designate the said Airport as the terminal point for Indianapolis, Indiana, for the receiving and dispatching of United States air mail; or the withdrawal of such designation by such governmental agencies.

(D) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of said Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.

(E) The breach by Lessor of any of the covenants and agreements herein contained and the failure of Lessor to remedy such breach for a period of ninety (90) days after receipt of written notice of the existence of such breach.

(F) The inability of Lessee to use said premises and facilities continuing for a longer period than sixty (60) days, whether due to any law or order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee, or due to war, sabotage, earthquake, or other casualty which is not a result of the negligent acts or negligent omissions of Lessee or its employees.

(G) Any action of the Civil Aeronautics Authority refusing to permit Lessee to operate into, from or through said Airport such aircraft as Lessee may reasonably desire to operate, provided all such aircraft have been approved by the Civil Aeronautics Authority.

No Waiver of Default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

#### ARTICLE XII—OPTION TO LEASE ADDITIONAL SPACE

The Lessee shall have the right and option at any time, and from time to time during the term hereof, to lease any additional

space at the Airport not necessary to Lessor's operation of the Airport and at the time not leased to others, whether such space is adjacent to the space leased hereunder or otherwise, upon such terms and conditions as may be agreed upon at such time by Lessor and Lessee.

#### ARTICLE XIII—COVENANT NOT TO GRANT MORE FAVORABLE TERMS

Lessor covenants and agrees not to enter into any lease, contract or agreement with any other scheduled air transport operator, with respect to the Airport, containing more favorable terms than this lease or to grant any other scheduled air transport operator, rights, privileges or concessions with respect to the said Airport which are not accorded to the Lessee hereunder, unless the same terms, rights, privileges and concessions are concurrently made available to the Lessee.

#### ARTICLE XIV—QUIET ENJOYMENT

Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all the rights and privileges of said Airport, its appurtenances and facilities, as provided in this lease.

#### ARTICLE XV—SURRENDER OF POSSESSION

Lessee agrees to yield and deliver to Lessor possession of the premises exclusively leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire or other casualty. Lessee shall have the right at any time during said term, or any renewal or extension thereof, or within thirty (30) days after such termination, to remove all fixtures and equipment and any other personal property installed or placed by it at its expense, in, on or about the premises herein leased without restriction whatsoever; subject, however, to any valid lien which Lessor may have thereon for unpaid rents or fees, provided, that Lessee shall tender reasonable

compensation to owners of any property rightfully on the premises which may be substantially injured or destroyed by such removal; provided, that Lessee, in the removal of any such property, shall not in any unreasonable way interfere with the operation of the Airport.

#### ARTICLE XVI—AIRPORT RESPONSIBILITY

The Lessee, under the terms of this agreement, will not be in control or possession of said Airport (except as to the parts thereof leased exclusively to Lessee), and Lessee does not assume responsibility for the conduct or operation of the said Airport or for the physical or other conditions of the same, not due to Lessee's own negligent acts or negligent omissions.

#### ARTICLE XVII—INSURANCE

Lessee now has and expects to maintain throughout the life of this agreement commercial liability insurance or self-insurance in the following minimum amounts: \$40,000.00 per person; \$100,000.00 per accident; \$50,000.00 property.

#### ARTICLE XVIII—CIVIL AERONAUTICS AUTHORITY

Whenever the term "Civil Aeronautics Authority", (C.A.A.) is used in this lease, it shall be construed as referring to the Civil Aeronautics Authority created by the Federal Government under the Civil Aeronautics Act of 1938, or to such other agency or agencies of the Federal Government having from time to time similar jurisdiction over the Lessee or its business.

#### ARTICLE XIX—ASSIGNMENT OF LEASE

Lessee shall not at any time assign this lease or any part thereof, without the consent in writing of Lessor; provided, however, that Lessee may assign this lease upon written notice to Lessor without such consent to any corporation with which Lessee may merge or consolidate or which may succeed to the business assets or any substantial part thereof of the Lessee.

## ARTICLE XX—NOTICES

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Board of Public Works and Sanitation of the City of Indianapolis, Indiana, with copy to Superintendent of Airport, and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to the Lessee, at, 101 West 11th Street, Kansas City, Mo., or to such other respective address as the parties may designate in writing from time to time.

## ARTICLE XXI—RENTALS AND FEES

For 832 square feet of floor space used exclusively by Lessee in the Administration Building, as shown on the floor plan attached hereto as a part of Exhibit "A", and for such other exclusive space as Lessee may have shown on Exhibit "A", Lessee shall pay to Lessor the following rental:

Two Dollars (\$2.00) per square foot per annum for floor space on the main floor of the Administration Building;

One Dollar and Fifty Cents (\$1.50) per square foot per annum for floor space on the second floor of the Administration Building;

Fifty Cents (\$.50) per square foot per annum for storeroom space, wherever located, and for shop space, as outlined in red on Exhibit "A".

From and after the date hereof, and for and during the first five (5) years of the term of this lease, viz: from April 1, 1944, to March 31, 1949, Lessee shall pay to Lessor a fee each calendar month with respect to each of Lessee's scheduled trip arrivals at said Airport, as follows:

- |  |          |
|--|----------|
| (1) For each of the first two scheduled trip arrivals, per month ..... | \$100.00 |
| (2) For each of the next two scheduled trip arrivals, per month .....  | \$ 75.00 |



- (3) For each of the next six scheduled trip arrivals, per month .....\$ 50.00
- (4) For each additional scheduled trip arrival, per month .....\$ 25.00

From April 1, 1949, to the day of termination of this lease, Lessee shall pay to Lessor a fee each calendar month with respect to each of Lessee's scheduled trip arrivals at said airport as follows:

- (1) For each of the first two scheduled trip arrivals, per month .....\$110.00
- (2) For each of the next two scheduled trip arrivals, per month .....\$ 82.50
- (3) For each of the next six scheduled trip arrivals, per month .....\$ 55.00
- (4) For each additional scheduled trip arrival, per month .....\$ 27.50

The time table of the Lessee in effect for each current month shall be the sole basis for determining the number of such scheduled trip arrivals during such month and no account shall be taken of schedule changes made during the month, the actual number of trip arrivals or aircraft landings occurring during the month, flight cancellations, extra sections flown (not regularly operated as sections of regular schedules), courtesy, test, inspection or non-revenue flights. The number of trips shown on the face of the time table as scheduled to arrive at said Airport shall be the number of trips for which the monthly payment shall be made, without regard to the number of days on which trips are scheduled to arrive, provided, however, that any schedule regularly operated by Lessee in two (2) or more sections shall be paid for by Lessee as if each of the sections regularly operated were a separate schedule.

For example: If on the face of the time table in effect for a particular month, only two trips are shown as scheduled to arrive at said Airport (one daily and one daily except Sundays, the payment to be made for that entire month would be One Hundred (\$100.00) Dollars for each of the two said scheduled trip arrivals, or a total of Two Hundred (\$200.00) Dollars.

The foregoing shall be applicable to all scheduled trip arrivals on which aircraft having licensed standard gross weights of 30,000 pounds each, or less (are scheduled to be operated. With respect to any scheduled trip arrival on which aircraft having a gross weight of more than 30,000 pounds each are scheduled by the Lessee to be operated, the monthly fee for that scheduled trip arrival shall be increased by One (\$1.00) Dollar for each 1,000 pounds of such excess weight (500 pounds or any larger part of 1,000 pounds to be counted as if a whole 1,000 pounds, and any smaller part to be disregarded). The excess payment is to be computed on the basis of one aircraft.

The term "licensed standard gross weight" for any transport aircraft as used herein shall be the standard gross weight of such aircraft as determined by the Civil Aeronautics Authority.

The fees provided in this article shall become due and shall be payable on the 15th day of the month next succeeding that during which such fees may have accrued.

No fees or rentals provided in this article shall be considered past due in any event until ten (10) days after receipt by Lessee of Lessor's written billing therefor.

It is understood that, except for the rentals, charges and fees set forth above, there shall be no rentals, fees, licenses, or other charges, or excise taxes, and no tolls payable by the Lessee to the Lessor for the use of any of the premises, facilities, rights, licenses and privileges granted hereunder, except as otherwise provided in subparagraph 10 of paragraph (A) of Article I and in Article XII of this lease.

#### ARTICLE XXII—HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this lease.

#### ARTICLE XXIII—INVALID PROVISION

It is further expressly understood and agreed by and between the parties herto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent

jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, conditions or provisions shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this lease. This Agreement shall not be in force and effect until the same shall have been executed by a duly authorized officer of Lessee and has been ratified, confirmed and approved by the Common Council of the City of Indianapolis.

#### ARTICLE XXIV—PERSONAL LIABILITY

Nothing herein contained shall create any personal liability against the Mayor or any member of the Board of Public Works and Sanitation nor against any officers of the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed these presents, as of the day and year first above written.

#### CITY OF INDIANAPOLIS

By Sherlie A. Deming, President (Signed)

Walter E. Hemphill (Signed)

Joseph B. Wade (Signed)

Gideon W. Blain (Signed)

ATTEST

Hugh Niven (Signed)  
Its Executive Secretary

APPROVED:

Robert H. Tyndall (Signed)  
Its Mayor

## TRANSCONTINENTAL &amp; WESTERN AIR, INC.

By E. Lee Talman, Executive Vice-President (Signed)  
The Lessee

ATTEST:

C. W. Herre (Signed)  
Assistant Secretary

WHEREAS, said lease agreement has been submitted by said Board of Public Works and Sanitation of said City of Indianapolis, after its execution by the parties thereto, and approval of the same by the Mayor, to the Common Council of said City of Indianapolis for its action thereon; NOW, THEREFORE,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the foregoing lease agreement made and entered into on the 21st day of March, 1944, by and between the City of Indianapolis, by and through its Board of Public Works and Sanitation and approved by the Mayor, and the Transcontinental and Western Air, Inc., in consideration of the premises mentioned in said lease agreement, be and the same is hereby in all things ratified, confirmed and approved in accordance with the terms, conditions and provisions thereof.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Which was read the first time and referred to the Committee on Parks.

By the Board of Public Works and Sanitation:

## GENERAL ORDINANCE No. 29, 1944

AN ORDINANCE ratifying, confirming and approving a certain lease agreement made and entered into on the 21st day of March, 1944, by and between the City of Indianapolis, acting by and through its Board of Public Works and Sanitation, with the approval of its Mayor, as Lessor, and Eastern Air Lines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, with its principal place of business at 10 Rockefeller Plaza, New York, N. Y., as Lessee, wherein the City of Indianapolis has demised and leased to said corporation certain premises and facilities, rights, licenses and privileges, on and in connection with the property and improvement of Lessor, known as the Weir Cook Airport, which are more particularly described and set out in said lease; and upon the terms, conditions and provisions provided in said lease; and fixing a time when the same shall take effect.

WHEREAS, heretofore, to-wit: On the 21st day of March, 1944, the City of Indianapolis, by and through its Board of Public Works and Sanitation, with the approval of its Mayor, entered into a certain lease agreement with the Eastern Air Lines, Inc., which said lease agreement is in the following words and figures, to-wit:

## AGREEMENT

This Agreement of Lease made this 21st day of March, 1944, by and between the City of Indianapolis, a municipal corporation of Marion County, State of Indiana, (hereinafter referred to as "Lessor"), acting by and through its Board of Public Works and Sanitation, with the approval of its Mayor, and

## EASTERN AIR LINES, INC.,

a corporation organized and existing under and by virtue of the laws of the State of Delaware, (hereinafter referred to as "Lessee"), with its principal place of business at 10 Rockefeller Plaza, New York, N. Y.

## WITNESSETH:

WHEREAS, the Lessor is the owner and operator of Weir Cook Airport, in Marion County, Indiana; and,

WHEREAS, Lessee is engaged in the business of transporting persons, property and mail by air, and Lessor desires to lease and grant, and Lessee desires to hire and obtain, certain premises and facilities on said Airport, together with certain rights, licenses and privileges thereon;

NOW, THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

## ARTICLE I—PREMISES

Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, the following premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor known as the Weir Cook Airport, as more particularly hereinafter set forth:

(A) Use of Airport. The use (in common with other duly authorized users) of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided at or in connection with said Airport from time to time, subject to rules and regulations as provided in Article VIII herein, which use shall include:

(1) The operation of a transportation system by aircraft for the carriage of persons, property, freight, express and mail (hereinafter referred to as "air transportation"), including all activities reasonably necessary to such operation,

(2) The repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment owned or operated by Lessee; provided, however, that this paragraph shall not be construed to require Lessor to make available hangar space.

(3) The training at the Airport of personnel actually in the employ of or to be employed by Lessee, and the testing of aircraft and equipment owned or operated by Lessee; it being understood that such training and testing shall be incident to the use of the Airport in the operation by Lessee of its air transportation system.

(4) The right from time to time, but not as a regular course of business, to sell and dispose of Lessee's aircraft, engines, accessories, and other equipment or supplies, gasoline, oil, lubricants or other fuel, insofar as same may be incidental to Lessee's operation of an air transportation system, but not otherwise, it being expressly understood and agreed that this sub-section shall not be construed as authorizing the conduct of a separate business by Lessee, provided, however, that Lessee shall not sell or dispose of gasoline or other fuel except in emergencies where fuel of the type required is not available from the fuel concessionaire at the airport.

(5) The servicing by Lessee, or by its suppliers, of aircraft or other equipment owned or operated by Lessee by truck or otherwise, with gasoline, oil, greases and any other fuel or other supplies required by Lessee.

(6) The landing, taking off, parking, loading and unloading of aircraft or other equipment owned or operated by Lessee.

(7) The right to load and unload persons, property, freight and express and mail at said Airport by such motor vehicles or other means of conveyance as Lessee may desire or require in the operation of its air transportation system, with the right to designate the particular carrier, or carriers, who shall or may transport Lessee's passengers and cargo to and from the Airport.

(8) The right to install and operate a reasonable number of identifying signs on the leased premises, the general type, design and location of such signs to be subject to the written approval of the Board of Public Works and Sanitation.

(9) The right to install, maintain and operate, at the expense of the Lessee, such radio, communications, meteorological and aerial navigation equipment and facilities in, on and

about the premises herein leased at said Airport as may be necessary or convenient, in the opinion of the Lessee, for its operations; provided, that the location of such equipment and facilities as might interfere with full and proper use of the Airport shall be subject to approval by the Board of Public Works and Sanitation.

(10) In the event that Lessor shall provide, at the written request of Lessee, additional airport facilities of a type or types not now provided or operated by Lessor at said Airport, Lessee agrees to pay a fair proportionate share of the cost of operation and maintenance of such facilities, such share to be determined by agreement of the parties prior to installation of such facilities.

(B) **Space in Administration Building.** The exclusive use of about 569 square feet of space in the Administration Building, as the same is more particularly set forth and shown on the floor plan attached hereto as a part of Exhibit A, for use of Lessee in connection with or incidental to its operation of an air transportation system, such use to include the sale of tickets, accident insurance, manifesting of passengers and cargo, handling of mail, baggage and cargo, and the operation of a general traffic, operations, meteorological and communications office.

(C) **Public Space in Administration Building.** The use by Lessee, its employees, passengers, guests, patrons and invitees, in common, however, with others, of all public spaces in said Administration Building, and all additional public space which may hereafter be made available in said Administration Building or any additions thereto, including its lobby, waiting room, hallways, rest rooms, room for flight personnel and other public and passenger conveniences.

(D) **Parking Space.** The use by Lessee and its employees, in common only with other air transport operators who may be lessees of space at the Airport and their employees, of an adequate vehicular parking space, to be designated by Lessor, located as near as possible to the Administration Building, without charge to Lessee or its employees. The use by Lessee and its passengers (including persons calling for and delivering passengers), in common only with the other air transport operators who may be lessees of space at the Airport and their passen-



gers, of an adequate parking space located as near as possible to said Administration Building, without charge to Lessee or to said passengers.

Provided, however, that such parking space shall be limited to the extent of grounds and space available to Lessor for such purposes; and, provided, further, that Lessor shall not be required, except in its own discretion, to furnish parking police or attendants or other police protection for such parking spaces.

(E) **Right of Access, Ingress and Egress.** The full and unrestricted access and ingress to and egress from the premises at the Airport, herein leased and licensed, for Lessee, its employees, passengers, guests, patrons, invitees, suppliers of materials and furnishers of service, its or their aircraft, equipment, vehicles, machinery and other property, without charge to Lessee, or to said persons or property.

#### ARTICLE II—TERM

Lessee shall have and hold said premises, facilities, rights, licenses and privileges set forth in paragraphs (A) to (E), inclusive, of Article I, for a term of ten (10) years, commencing on the 1st day of April, 1944, and terminating at the end of the 31st day of March, 1954, unless sooner terminated as hereinafter provided.

#### ARTICLE III—RIGHT TO LEASE PROPERTY

Lessor represents that it has the right to lease said property, together with all the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this lease in respect thereof.

#### ARTICLE IV—CHARGES, FEES OR TAXES

Lessor agrees that no charges, fees, licenses, excise or operating taxes, or tolls, other than herein expressly provided, shall be charged or collected by it from Lessee or any other persons, including suppliers of materials or furnishers of services, for the privilege of

transporting, loading, unloading, or handling persons, property or mail to, from, into or on said Airport in connection with Lessee's business.

#### ARTICLE V—RIGHT TO PURCHASE SUPPLIES AND MATERIALS

Lessee shall have the full right of purchasing at said Airport or elsewhere, its requirements of gasoline, fuel, lubricating oil, grease, food and other passenger supplies, and any other materials and supplies from any person or company of its choice, and no charges, fees, taxes, or tolls of any kind, except as herein expressly set forth, shall be charged by Lessor, directly or indirectly, against Lessee or its suppliers for the privilege of using, storing, withdrawing, handling, consuming or transporting the same to, from or on said Airport.

#### ARTICLE VI—LESSEE'S STORAGE FACILITIES

Lessee may at its own cost and expense erect, install, and maintain on said Airport such adequate storage facilities, excluding hangars, shops and freight sheds as it may determine to be necessary for use in connection with its air transportation operations for gasoline, oil, greases, and any other fuel, and for other supplies and equipment, at convenient locations, whether underground or on the surface, as may be mutually agreed upon by and between Lessor and Lessee, together with the necessary pipes, pumps, motors, filters, racks, housing and other appurtenances incidental to the use thereof. No restrictions shall be placed upon the Lessee as to the architects, builders or contractors who shall be employed by it in connection with the erection of any such storage facility.

Any such storage facility erected or installed by the Lessee pursuant to this Article shall not become a part of the land on, or in, which it is erected, but shall be and remain the property of Lessee.

#### ARTICLE VII—MAINTENANCE AND OPERATION OF AIRPORT

Lessor agrees to maintain and operate said Airport so as to entitle it to an approved rating by the C. A. A., equivalent to or

higher than the one which it now holds, in respect to all operations of Lessee now or hereafter approved by said C. A. A.

It is expressly understood and agreed that the Lessor will keep the public space in the Administration Building in good repair and will provide and supply water and heat (such heating during cold weather to be sufficient to keep the building at a reasonable temperature) for the entire building. The Lessor will also provide adequate electric light for the public space in the said building, but the Lessee will pay for its own electric bulbs or additional fixtures in the exclusive office space occupied by Lessee. The Lessor will furnish janitors and other cleaners necessary to keep the Airport and the public spaces in the Administration Building clean, neat, orderly, sanitary and presentable, together with such personnel as may be necessary to facilitate the use of the Airport and Administration Building and the appurtenances, facilities and services as aforesaid by anyone hereunder entitled to use the same; provided, however, that Lessee shall furnish its own janitor service in respect to the office space exclusively occupied by it, and in addition thereto shall pay for any electric current used by it in the operation of its equipment, pumping facilities, office space, and all other electric current used exclusively by Lessee.

#### ARTICLE VIII—RULES AND REGULATIONS

Lessee covenants and agrees to observe and obey all reasonable rules and regulations (not in conflict with the provisions hereof) which may from time to time during the term hereof be promulgated by Lessor, or any of its agencies, for operation of said Airport.

#### ARTICLE IX—DAMAGE OR DESTRUCTION OF ADMINISTRATION BUILDING

If any property, part or all of which is leased to Lessee, shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Lessor at its own cost and expense; if the damage shall be so extensive as to render the premises untenable, but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the Lessor at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of

such damage and shall thenceforth cease until such time as the premises shall be in order; and in case such property is completely destroyed by fire or other casualty, or so damaged as to remain untenanted for more than sixty (60) days, at the option of the Lessee either; (1) said premises shall be repaired or reconstructed with due diligence by the Lessor at its own cost and expense and the rent payable therefor shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be put in order; provided, however, that the rent provided herein shall continue and be paid by Lessee on any usable portion of said property, covered by this lease, which has not been damaged by fire or other casualty and the rent on such portion of said property to be proportionately paid; or (2) within ninety (90) days after the time of such damage or destruction and before the said premises shall be put in order and before contract for repair or reconstruction thereof has been signed, the Lessee shall give the Lessor notice of its intention to cancel this lease, or the portion thereof relating to such property, in which case this lease, in its entirety, or the portion thereof relating to such property shall forthwith cease and determine; provided, however, that this lease shall not be cancelled in its entirety by reason of damage by fire or other casualty unless the property covered by this lease shall be damaged to such an extent that none of such property is usable by Lessee, but may be cancelled in part upon that portion of said property which has been so damaged to an extent which renders it unusable by Lessee.

#### ARTICLE X—CANCELLATION BY LESSOR

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and the Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of, or be prevented by any final action of any Federal or State authority from conducting and operating its transportation system for the carriage of persons, property and mail by aircraft at the Airport, or that Lessee shall fail to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the Lessee to be performed, kept or observed, the Lessor may give the Lessee notice in writing to correct such condition or cure such default; and,

if any such condition or default shall continue for sixty (60) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said sixty (60) day period and prior to the correction of our curing of such condition or default, terminate this lease by a twenty (20) day written notice; and the term hereby demised shall thereupon cease and expire at the end of such twenty (20) days, in the same manner and to the same effect as if it were the expiration of the original term.

The acceptance of rental by the Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for such default.

No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee.

#### ARTICLE XI—CANCELLATION BY LESSEE

Lessee, in addition to any right of cancellation or any other rights herein given to Lessee, may cancel this lease in its entirety and terminate all or any of its obligations hereunder at any time, by thirty (30) days' written notice, upon or after the happening of any one of the following events:

(A) The failure or refusal of the Civil Aeronautics Authority to continue the right of Lessee to operate into and from said Airport.

(B) The termination of Lessee's obligations or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States air mail to, from or through Indianapolis, Indiana.

(C) The failure or refusal by the Post Office Department, or any other competent governmental authority, to designate the said Airport as the terminal point for Indianapolis, Indiana, for the receiving and dispatching of United States air

mail; or the withdrawal of such designation by such governmental agencies.

(D) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of said Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.

(E) The breach by Lessor of any of the covenants and agreements herein contained and the failure of Lessor to remedy such breach for a period of ninety (90) days after receipt of written notice of the existence of such breach.

(F) The inability of Lessee to use said premises and facilities continuing for a longer period than sixty (60) days, whether due to any law or order, rule or regulation of any appropriate governmental authority having jurisdiction over the operation of Lessee, or due to war, sabotage, earthquake, or other casualty which is not a result of the negligent acts or negligent omissions of Lessee or its employees.

(G) Any action of the Civil Aeronautics Authority refusing to permit Lessee to operate into, from or through said Airport such aircraft as Lessee may reasonably desire to operate, provided all such aircraft have been approved by the Civil Aeronautics Authority.

No waiver of Default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

## ARTICLE XII—OPTION TO LEASE ADDITIONAL SPACE

The Lessee shall have the right and option at any time, and from time to time during the term hereof, to lease any additional space at the Airport not necessary to Lessor's operation of the Airport and at the time not leased to others, whether such space is adjacent to the space leased hereunder or otherwise, upon such terms

and conditions as may be agreed upon at such time by Lessor and Lessee.

## ARTICLE XIII—COVENANT NOT TO GRANT MORE FAVORABLE TERMS

Lessor covenants and agrees not to enter into any lease, contract or agreement with any other scheduled air transport operator, with respect to the Airport, containing more favorable terms than this lease or to grant any other scheduled air transport operator, rights, privileges or concessions with respect to the said Airport which are not accorded to the Lessee hereunder, unless the same terms, rights, privileges and concessions are concurrently made available to the Lessee.

## ARTICLE XIV—QUIET ENJOYMENT

Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all the rights and privileges of said Airport, its appurtenances and facilities, as provided in this lease.

## ARTICLE XV—SURRENDER OF POSSESSION

Lessee agrees to yield and deliver to Lessor possession of the premises exclusively leased herein at the termination of this lease,

by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire or other casualty. Lessee shall have the right at any time during said term, or any renewal or extension thereof, or within thirty (30) days after such termination, to remove all fixtures and equipment and any other personal property installed or placed by it at its expense, in, on or about the premises herein leased without restriction whatsoever; subject, however, to any valid lien which Lessor may have thereon for unpaid rents or fees, provided, that Lessee shall tender reasonable compensation to owners of any property rightfully on the premises which may be substantially injured or destroyed by such removal; provided, that Lessee, in the removal of any such property, shall not in any unreasonable way interfere with the operation of the Airport

#### ARTICLE XVI—AIRPORT RESPONSIBILITY

The Lessee, under the terms of this agreement, will not be in control or possession of said Airport (except as to the parts thereof leased exclusively to Lessee), and Lessee does not assume responsibility for the conduct or operation of the said Airport or for the physical or other conditions of the same, not due to Lessee's own negligent acts or negligent omissions.

#### ARTICLE XVII—INSURANCE

Lessee now has and expects to maintain throughout the life of this agreement commercial liability insurance or self-insurance in the following minimum amounts: \$40,000.00 per person; \$100,000.00 per accident; \$50,000.00 property.

#### ARTICLE XVIII—CIVIL AERONAUTICS AUTHORITY

Whenever the term "Civil Aeronautics Authority", (C.A.A.) is used in this lease, it shall be construed as referring to the Civil Aeronautics Authority created by the Federal Government under the



Civil Aeronautics Act of 1938, or to such other agency or agencies of the Federal Government having from time to time similar jurisdiction over the Lessee or its business.

#### ARTICLE XIX—ASSIGNMENT OF LEASE

Lessee shall not at any time assign this lease or any part thereof, without the consent in writing of Lessor; provided, however, that Lessee may assign this lease upon written notice to Lessor without such consent to any corporation with which Lessee may merge or consolidate or which may succeed to the business assets or any substantial part thereof of the Lessee.

#### ARTICLE XX—NOTICES

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Board of Public Works and Sanitation of the City of Indianapolis, Indiana, with copy to Superintendent of Airport, and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to the Lessee, at 10 Rockefeller Plaza, New York City, N. Y., or to such other respective address as the parties may designate in writing from time to time.

#### ARTICLE XXI—RENTALS AND FEES

For 569 square feet of floor space used exclusively by Lessee in the Administration Building, as shown on the floor plan attached hereto as a part of Exhibit "A", and for such other exclusive space as Lessee may have as shown on Exhibit "A", Lessee shall pay to Lessor the following rental:

Two Dollars (\$2.00) per square foot per annum for floor space on the main floor of the Administration Building;

One Dollar and Fifty Cents (\$1.50) per square foot per annum for floor space on the second floor of the Administration Building;

Fifty Cents (\$.50) per square foot per annum for storeroom space, wherever located.

From and after the date hereof, and for and during the first five (5) years of the term of this lease, viz: From April 1, 1944, to March 31, 1949, Lessee shall pay to Lessor a fee each calendar month with respect to each of Lessee's scheduled trip arrivals at said Airport, as follows:

- (1) For each of the first two scheduled trip arrivals, per month .....\$100.00
- (2) For each of the next two scheduled trip arrivals, per month .....\$ 75.00
- (3) For each of the next six scheduled trip arrivals, per month .....\$ 50.00
- (4) For each additional scheduled trip arrival, per month .....\$ 25.00

From April 1, 1949, to the day of termination of this lease, Lessee shall pay to Lessor a fee each calendar month with respect to each Lessee's scheduled trip arrivals at said airport as follows:

- (1) For each of the first two scheduled trip arrivals, per month .....\$110.00
- (2) For each of the next two scheduled trip arrivals, per month .....\$ 82.50

- (3) For each of the next six scheduled trip arrivals, per month .....\$ 55.00
- (4) For each additional scheduled trip arrival, per month .....\$ 27.50

The time table of the Lessee in effect for each current month shall be the sole basis for determining the number of such scheduled trip arrivals during such month and no account shall be taken of schedule changes made during the month, the actual number of trip arrivals or aircraft landings occurring during the month, flight cancellations, extra sections flown (not regularly operated as sections of regular schedules), courtesy, test, inspection or non-revenue flights. The number of trips shown on the face of the time table as scheduled to arrive at said Airport shall be the number of trips for which monthly payment shall be made, without regard to the number of days on which trips are scheduled to arrive, provided, however, that any schedule regularly operated by Lessee in two (2) or more sections shall be paid for by Lessee as if each of the sections regularly operated were a separate schedule.

For example: If on the face of the time table in effect for a particular month, only two trips are shown as scheduled to arrive at said Airport, one daily and one daily except Sundays, the payment to be made for that entire month would be One Hundred (\$100.00) Dollars for each of the two said scheduled trip arrivals, or a total of Two Hundred (\$200.00) Dollars.

The foregoing shall be applicable to all scheduled trip arrivals on which aircraft having licensed standard gross weights of 30,000 pounds each, or less, are scheduled to be operated. With respect to any scheduled trip arrival on which aircraft having a gross weight of more than 30,000 pounds each are scheduled by the Lessee to be operated, the monthly fee for that scheduled trip arrival shall be increased by One (\$1.00) Dollar for each 1,000 pounds of such excess weight (500 pounds or any larger part of 1,000 pounds to be counted as if a whole 1,000 pounds, and any smaller part to be disregarded). The excess payment is to be computed on the basis of one aircraft.

The term "licensed standard gross weight" for any transport aircraft as used herein shall be the standard gross weight of such aircraft as determined by the Civil Aeronautics Authority.

The fees provided in this article shall become due and shall be payable on the 15th day of the month next succeeding that during which such fees may have accrued.

No fees or rentals provided in this article shall be considered past due in any event until ten (10) days after receipt by Lessee of Lessor's written billing therefor.

It is understood that, except for the rentals, charges and fees set forth above, there shall be no rentals, fees, licenses, or other charges, or excise taxes, and no tolls payable by the Lessee to the Lessor for the use of any of the premises, facilities, rights, licenses and privileges granted hereunder, except as otherwise provided in subparagraph 10 of paragraph (A) of Article I and in Article XII of this lease.

#### ARTICLE XXII—HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this lease.

#### ARTICLE XXIII—INVALID PROVISION

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of com-

petent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, conditions or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this lease. This Agreement shall not be in force and effect until the same shall have been executed by a duly authorized officer of Lessee and has been ratified, confirmed and approved by the Common Council of the City of Indianapolis.

#### ARTICLE XXIV—PERSONAL LIABILITY

Nothing herein contained shall create any personal liability against the Mayor or any member of the Board of Public Works and Sanitation nor against any officers of the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed these presents, as of the day and year first above written.

#### CITY OF INDIANAPOLIS

By Sherlie A. Deming, President (Signed)

Walter E. Hemphill (Signed)

Joseph B. Wade (Signed)

Gideon W. Blain (Signed)

Its Board of Public Works and Sanitation

THE LESSOR

ATTEST:

Hugh Niven (Signed)  
Its Executive Secretary

APPROVED:

Robert H. Tyndall (Signed)  
Its Mayor

EASTERN AIR LINES, INC.

By E. V. Rickenbacker (Signed)

THE LESSEE

ATTEST:

J. W. Moore (Signed)  
Asst. Secretary

(Seal)

WHEREAS, said lease agreement has been submitted by said Board of Public Works and Sanitation of said City of Indianapolis, after its execution by the parties thereto, and approval of the same

by the Mayor, to the Common Council of said City of Indianapolis for its action thereon; NOW, THEREFORE,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the foregoing lease agreement made and entered into on the 21st day of March, 1944, by and between the City of Indianapolis, by and through its Board of Public Works and Sanitation and approved by the Mayor, and the Eastern Air Lines, Inc., in consideration of the premises mentioned in said lease agreement, be and the same is hereby in all things ratified, confirmed and approved in accordance with the terms, conditions and provisions thereof.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Which was read the first time and referred to the Committee on Public Safety.

INTRODUCTION OF RESOLUTIONS

By Councilman Jordan:

RESOLUTION No. 3, 1944

A RESOLUTION recommending the construction of a swimming pool at Washington Park in the City of Indianapolis, Indiana, as one of the post-war planning projects.

SEARCHED INDEXED SERIALIZED FILED

WHEREAS, there is urgent need for the creation of a swimming pool in Washington Park in the City of Indianapolis, due to dense population in that vicinity and lack of swimming facilities within several miles; and

WHEREAS, the nearest swimming pool is located at Ellenberger Park, and is too great a distance for the patrons of Washington Park to travel and is not of sufficient size; NOW, THEREFORE,

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA, IN REGULAR MEETING ASSEMBLED:

That the Common Council does hereby go on record and recommends that a swimming pool be constructed in said Washington Park as a post-war planning project.

That certified copies of this resolution be transmitted by the City Clerk to the President of the Park Board and Director of the Post-War Planning Commission and any other official in a position to aid in the carrying out of the wishes of the Common Council in this matter.

Which was read the first time and referred to the Committee on Law and Judiciary

#### ORDINANCES ON SECOND READING

Mr. Dauss called for Appropriation Ordinance No. 33, 1944, for second reading. It was read a second time.

On motion of Mr. Dauss, seconded by Mr. Kealing, Appropriation Ordinance No. 33, 1944, was ordered engrossed, read a third time, and placed upon its passage.



Appropriation Ordinance No. 33, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Mr. Manly called for Appropriation Ordinance No. 34, 1944, for second reading. It was read a second time.

On motion of Mr. Manly, seconded by Mr. Dauss, Appropriation Ordinance No. 34, 1944, was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 34, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Dr. Meriwether called for Appropriation Ordinance No. 35, 1944, for second reading. It was read a second time.

On motion of Dr. Meriwether, seconded by Mr. Dauss, Appropriation Ordinance No. 35, 1944, was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 35, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Mr. Kealing called for Appropriation Ordinance No. 36, 1944, for second reading. It was read a second time.

On motion of Mr. Kealing, seconded by Mr. Dauss, Appropriation Ordinance No. 36, 1944, was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 36, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Mr. Dauss called for Appropriation Ordinance No. 37, 1944, for second reading. It was read a second time.

On motion of Mr. Dauss, seconded by Mr. Kealing, Appropriation Ordinance No. 37, 1944, was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 37, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Mr. Worley called for Appropriation Ordinance No. 38, 1944, for second reading. It was read a second time.

On motion of Mr. Worley, seconded by Mr. Manly, Appropriation Ordinance No. 38, 1944, was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 38, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Mr. Dauss called for Appropriation Ordinance No. 39, 1944, for second reading. It was read a second time.

On motion of Mr. Dauss, seconded by Mr. Kealing, Appropriation Ordinance No. 39, 1944, was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 39, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Mr. Jordan called for General Ordinance No. 23, 1944, for second reading. It was read a second time.

On motion of Mr. Jordan, seconded by Mr. Manly, General Ordinance No. 23, 1944, was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 23, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Mr. Dauss called for General Ordinance No. 25, 1944, for second reading. It was read a second time.

On motion of Mr. Dauss, seconded by Mr. Kealing, General Ordinance No. 25, 1944, was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 25, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher.

Mr. Brown called for General Ordinance No. 26, 1944, for second reading. It was read a second time.

On motion of Mr. Brown, seconded by Mr. Kealing, General Ordinance No. 26, 1944, was ordered engrossed, read a third time, and placed upon its passage.

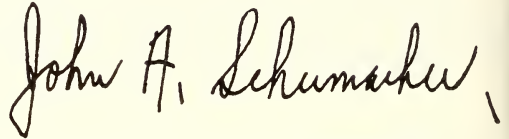
General Ordinance No. 26, 1944, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Brown, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, Mr. Worley, President Schumacher

On motion of Mr. Kealing, seconded by Mr. Dauss, the Common Council adjourned at 9.05 p. m.

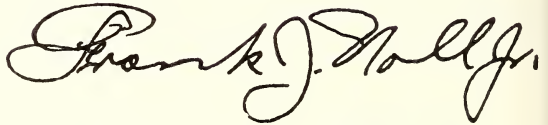
We hereby certify that the above and foregoing is a full, true, and complete record of the proceedings of the Common Council of the City of Indianapolis, held on the 17th day of April, 1944, at 7:30 p. m.

In Witness Whereof, we have hereunto subscribed our signatures and caused the seal of the City of Indianapolis to be affixed.

A handwritten signature in cursive script that reads "John A. Schumaker". The signature is written in dark ink and is positioned above the printed name.

President.

Attest:

A handwritten signature in cursive script that reads "Frank J. Hall Jr.". The signature is written in dark ink and is positioned above the printed name.

City Clerk.

(SEAL)