

LEASE OF LANDING FIELD, IOWA CITY, IOWA.

THIS INDENTURE, made this 18th day of July, 1927, between the CITY OF IOWA CITY, IOWA, by J. J. Carroll, its Mayor and Geo. J. Dohrer, Clerk, party of the FIRST part, and BOEING AIR TRANSPORT, INC., a corporation, of Seattle, Washington, party of the SECOND part,

WITNESSETH:

That said party of the first part, in consideration of the rents and covenants hereinafter contained on the part of second party to be paid, kept and performed, has granted, demised and leased unto said second party, and by these presents does grant, demise and lease unto said second party all that piece or parcel of land situated, lying and being in Johnson County, State of Iowa, and described as follows, to-wit:

"One certain tract of land containing approximately sixty-eight (68) acres, being a part of the farm leased by first party in West Lucas Township in said County and State, all of which is more particularly described as follows, to-wit:

"Beginning at a point on the West line of the "Red Ball Highway" at the South side of the North half (N $\frac{1}{2}$) of Section twenty-two (22) of said Township; thence West about two thousand one hundred sixty-two (2162) feet; thence North one thousand eight hundred forty (1840) feet; thence East seven hundred forty-nine (749) feet; thence South five hundred (500) feet; thence Southeast six hundred fifty (650) feet; to the point which is six hundred forty-eight (648) feet East and ninety-four (94) feet South of the starting point of said line; thence Southeast two hundred eighty (280) feet; to a point which is one hundred ninety-nine (199) feet East and one hundred eighty-five (185) feet South of said last described point; thence East three hundred two (302) feet to the West line of said Red Ball Highway; thence South along the West line of said Highway nine hundred ninety-two (992) feet more or less to the place of beginning; said description being given according to the measurements shown by 1923 survey as made by W.O. Chamberlain."

Together with all rights and privileges of using said field as a commercial airplane landing field, for, during and until the full end and term of four (4) years then next ensuing from and after July 1st, 1927; said party of the second part yielding and paying therefor unto said party of the first part, during the term of occupancy by second party of said premises under this

lease, rent at the annual rate of FIFTEEN HUNDRED (\$1500) DOLLARS per annum, payable in TWELVE (12) monthly installments on or before the TENTH DAY of each month during the time said lease remains in force. Said first party further grants and gives to said second party the right and option to renew said lease for an additional period of SIX (6) YEARS, and under the same terms and conditions as are contained in this said lease; notice of second party's intention to renew said lease must be in writing and must be delivered to first party at least thirty (30) days before the termination of this said lease. *Being Air Transport Inc - per J. F. Burkhardt, J. George*

If said first party, its successors or assigns, should come into the ownership or control of the equipment on the field, or if any new or additional equipment is installed by said first party, its successors or assigns, said second party agrees to assume all expense of every kind for the care, upkeep and operation of said equipment, used by, and/or for the benefit of, said second party, and said second party agrees to return said equipment to said first party, its successors or assigns, in as good condition as when received, ordinary wear and tear excepted.

It is further agreed by the parties hereto that any transient planes, not flown for profit, shall have the use of said landing field without charge, under field regulation established by second party and approved by first party, excepting that a hangar fee shall be charged when the plane is stored or parked in a hangar, and one-half ($\frac{1}{2}$) of such fee shall be deposited in a special fund to be created as hereinafter directed, the remaining one-half of said fee to go to second party; first party to be at no expense for labor or service under such conditions.

It is further agreed that any transient plane not operated for profit, landing at night, shall have the use of lights if needed, and the cost of such lights shall be borne by first party. The method to be adopted in arriving at cost for lighting shall be to take the total times such lights are used for the landing of all transient planes and planes of second party, and an average cost for said landings shall be thereby arrived at; or any other practical plan mutually agreed upon; but no charge is to be made to either the transient or to first party for labor or service in connection with said lights.

The above provision as to lighting is made subject to whatever plan may be adopted by the United States Government with regard to the present lighting system.

It is further agreed that second party shall have charge of commercial flying for profit and shall collect any fees that may be agreed upon. Such fees collected from commercial planes, together with one-half of said hangar fee obtained from transient planes not flown for profit, shall be placed in the special fund above mentioned, and from said special fund shall be paid any cost of lighting for transients, and any extraordinary expense (not operating) of upkeep; it being understood that if said special fund shall not be sufficient to cover any extraordinary expense on equipment above referred to, the deficit shall be paid by second party. Second party shall have charge of said special fund which will be jointly controlled by the parties hereto, and first party shall be furnished a quarterly report by second party of the condition of said special fund.

In the event additional space is necessary for the carrying on and/or operation of the U.S. Air Mail Service and first party is unwilling and/or unable to furnish said additional space at an increase in rental proportionate to the amount of said additional space furnished, second party, at its option and by giving ninety days notice may terminate said lease.

It is mutually agreed by the parties hereto that the Air Port in question is to be a free Air Port, in that there shall be no monopoly of its use by any one corporation; but a schedule of fees shall be fixed and agreed upon by the parties hereto which shall be the basis of charging all commercial users of said Port other than second party, and such fees shall become a part of the Special Fund hereinbefore mentioned. This provision, however, and/or the other terms and provisions of this lease relating to the use of this Landing Field by others than second party, shall not apply in favor of any party and/or parties engaged in direct competition with said second party.

Second party hereby agrees and covenants to hold and save first party harmless and fully indemnified from any claim for injury or damage to person and/or property caused by the operations carried on by said second party on said premises, and/or the occupation of said premises by said second party.

Second party agrees that it will not assign this agreement without the consent of first party in writing.

It is expressly agreed by the parties hereto that this lease may be terminated by second party by the giving of one (1) year's notice in writing in advance of the date of such termination of it's desire so to do.

IN WITNESS WHEREOF the hand and seal of the party of the first part, on the date first hereinbefore written, and the seal of BOEING AIR TRANSPORT INC. by its duly authorized officers, for the party of the second part, are hereunto affixed this 1st day of July, 1927.

WITNESS:

W. E. [Signature]

Geo. J. [Signature]
CLERK of CITY OF IOWA CITY, IOWA

CITY OF IOWA CITY, IOWA

BY:

J. Harrell
MAYOR

First Party

BOEING AIR TRANSPORT INC.

BY:

[Signature]

BY:

[Signature]
Second Party

