

OFFICES OF  
**RAYMOND E. BUCK**  
ATTORNEY AT LAW  
AVIATION BUILDING  
FORT WORTH, TEXAS

J. H. TRICKEY  
ASSOCIATE

April 28, 1932

PERSONAL

Mr. Amon G. Carter  
c/o Ft. Worth Star Telegram  
Fort Worth, Texas.

My dear Amon:

I return herewith your copy  
of the American Airways, Inc- City of Fort Worth  
contract. This is for your files, as I have  
made an extra copy for Mr. Smith and myself, and  
forwarded three copies to New York.

With kindest personal regards,

I am

Yours very truly,

*Raymond*  
Raymond E. Buck.

1-MM.  
Encl. 1.

RECEIVED  
APR 29 1932

COPY.

COPY.

STATE OF TEXAS        §  
COUNTY OF TARRANT   §

THIS AGREEMENT made and entered into by and between the CITY OF FORT WORTH, a municipal corporation, within the County of Tarrant, State of Texas, hereinafter called the "CITY", and AMERICAN AIRWAYS, INC., a private corporation, organized under the laws of the State of Delaware, acting in its own behalf and for the use and benefit of its subsidiary aerial transport operating companies, hereinafter called the "COMPANY".

W I T N E S S E T H.

That for and in consideration of the payment of the sum of Thirty Three (\$33.00) Dollars cash to the "CITY" paid by the "COMPANY", receipt of which is acknowledged, and the performance of the reciprocal obligations hereby created, the "CITY", by these presents, grants, lets and leases unto the "COMPANY", and the "COMPANY" accepts, hires and takes from the "CITY", the premises, appurtenances, rights and privileges herein set out, on, in and incident to the FORT WORTH MUNICIPAL AIRPORT, known as Meacham Field, described as follows, to-wit:

FIRST TRACT:- A certain tract or parcel of land on the Fort Worth Municipal Airport in the County of Tarrant, State of Texas, in the shape of a parallelogram, containing approximately square feet, more fully described on Plat No. One, which is initialed by each of the parties, attached hereto and made a part hereof for all purposes.

SECOND TRACT:- A tract of land on the said Fort Worth Municipal Airport, in the shape of a parallelogram, containing approximately square feet, more fully described on Plat No. Two, which is initialed by each of the parties, attached hereto and made a part hereof for all purposes,

THIRD TRACT:- A certain tract or parcel of land located on the said Fort Worth Municipal Airport in the County of Tarrant, State of Texas, said tract and parcel of land being approximately feet by feet, the present location of which has been agreed upon, staked off on the ground, and is more fully described on Plat No. Three, attached hereto and made a part hereof for all purposes.

FOURTH TRACT:- A certain tract or parcel of land located on the said Fort Worth Municipal Airport, approximately feet by feet, together with a right-of-way two feet wide connecting the Third and Fourth tracts named herein, the present location of all of which has been agreed upon, staked off on the ground, and is more fully described in Plat No. Four attached hereto and made a part hereof for all purposes,

FIFTH TRACT:- Such additional tracts, parcels of land, as the company may reasonably require for the erection and maintenance of additional buildings and improvements in its operations during the term of this lease, or any extension thereof, provided that the location of said additional tracts shall be convenient to the established buildings of the "COMPANY", and consistent with the orderly arrangement, development and improvement of the airport.

together with the full and free access, ingress and egress to, from and between the leased premises, the landing field, the aircraft loading area, the taxi-ways, and the convenient public highways for its employes, patrons, invitees, vehicles, aircraft, service connections and mobile fueling equipment.

The property described in Plat No. One and No. Two may be used for any aviation or aeronautical purpose, and purposes incidental thereto, with the right, if desired, to place and maintain thereon hangars, office buildings or other improvements. It is especially provided that the premises may be used for the storage, operation, maintenance and repair of aircraft, vehicles, motors, parts and equipment, together with their appurtenances; the housing, shelter, instruction, employment, accommodation and convenience of patrons, passengers, employes, invitees; the storage, housing, movement, transfer and protection of aircraft, vehicles, freight, express, goods, wares, property and cargo; the maintenance of offices, and the conduct of activities incident and related to aerial operations; for the care, keeping and preservation of records, tools, parts and supplies, without any additional tax, charge or assessment of any character on or incidental to the occupations, uses and grants hereof, other than as provided herein, and said enumeration of rights and purposes shall be construed as an enumeration rather than a limitation thereto.

The property described THIRD and FOURTH, and shown on Plats Numbers                      and                      , and/or any substitution thereof, may be used for the location, maintenance and operation of fueling and lubricating tanks, pumps, motors, storage, equipment and stations for the exclusive use of its own aircraft, vehicles and motors, without the right to dispense fuel or lubricants to aircraft not operated by the "COMPANY", or its subsidiary or associated companies.

The right-of-way between the property described THIRD and FOURTH, and shown on Plats numbered Three and Four,

and/or any substitution thereof, may be used for the construction and maintenance of a pipeline, which shall be buried beneath the surface of the ground, and maintained in such a way as to not interfere or curtail the surface rights which shall remain with the "CITY".

It is agreed and understood, however, that if, during the term of this lease, the "CITY" shall desire and require the two tracts of land above described, and designated THIRD and FOURTH TRACTS, or either of them, for some purpose other than as a location for fueling equipment and appliances, it will have the privilege and right of substituting other premises of suitable location and size, together with a connecting right-of-way for pipeline connections, and the "COMPANY" will be obligated to accept said substitution, and hereby binds itself to remove its tanks, equipment, pipes and fueling devices to the substituted premises. Moreover, the "CITY" may make such substitutions successively, from time to time, during the period of this lease, provided only that the "CITY" will not unnecessarily do so, and will be controlled strictly by the requirements incident to the airport development and use, and if the "COMPANY" is required to remove its gasoline and oil storing and serving facilities within less than twelve months after they have been installed on any location, the "CITY" will, on each of such occasions, defray the expense incident to such change, and shall, at all times, provide premises that are conveniently located and are suitable for the "COMPANY'S" requirements.

The property described as FIFTH TRACT, and being additional property contemplated, may be used for any aviation or aeronautical purpose not inconsistent with the airport plan, and the surrounding improvements.

The "COMPANY" shall, at all times during the term hereof have: FIRST, the full and free, non-exclusive use, in common with others, of the said municipal landing field and airport known as Meacham Field, as it now exists, or as it may be extended, enlarged or improved; its ramps, runways, taxi-ways and passage-ways; its boundary lights, signals, beacons, ceiling lights, aids, conveniences and other appurtenances as they may each now exist, or be later provided, for flying purposes, and as a port, landing field, and terminal for its aircraft and vehicles, and the "CITY" covenants that it will exercise ordinary care to maintain and preserve said landing field and facilities in reasonably safe and adequate condition during the term hereof, to render effective these grants, and will at all times during the term hereof meet the requirements of the Department of Commerce or substituted authority of the Government in relation thereto; SECOND: the full and free, non-exclusive use, in common with others, of the waiting rooms, hall-ways, passages, rest rooms, reading rooms, toilet facilities and other passenger conveniences in any terminal building which shall be at any time during the term hereof provided and/or operated in said municipal airport, for the public under the going terms and conditions as shall be prescribed and enforced for other operating companies and individuals; THIRD, the full and free, non-exclusive use, in common with others, of a commodious and suitable pave loading area or ramp which shall be properly fenced and protected from the public, for the safe and convenient movement of aircraft operated by the "COMPANY" or its subsidiaries, and the embarkation and debarkation of passengers; FOURTH: the full and free right to install and maintain, at its own expense, suitable sub-surface pipelines between the leased premises and the boundary line of the airport, at a point or points convenient and accessible to the nearest railway spur or siding.

TO HAVE AND TO HOLD SAID PREMISES, appurtenances, rights and privileges, unto the American Airways, Inc., for its own use, and/or that of its subsidiary companies, for the full term of thirty three (33) years, commencing from the day of \_\_\_\_\_, 193\_\_\_\_, and ending on the day of \_\_\_\_\_, 1964, with the option unto the "COMPANY" of extending the term hereof for an additional five year term, by serving written notice on the Mayor, City Manager or City Secretary, or any substituted authority at the seat of the City Government, six months prior to the expiration hereof, and the further option of successively renewing and extending the term for three additional five year periods from time to time, by the service of similar notice, so that if all of said options are exercised the term may be extended to cover a period of fifty three (53) years, provided that in the event of the exercise of any or all options for renewal or extension, the "COMPANY" shall pay to the "CITY", during such extended period or periods the same price and charge for the use of the airport, landing field and landing facilities, as the "CITY" is then charging other air transport companies of the same class, with no additional payment, however, for the use of the leased land upon which the buildings and improvements of the "COMPANY" shall have been constructed; otherwise the terms, privileges, rights and uses herein set out shall be accorded the "COMPANY" and its subsidiaries without additional charge, tax or assessment; provided, however, that at each renewal period, if the "CITY" and the "COMPANY" cannot agree as to the going and effective rent or charge then being made against other aerial transportation companies of like class, such fact shall be established by arbitration in the manner and way which is at such time customarily employed in like instances.

The "CITY" further agrees and binds itself:  
FIRST: to permit the "COMPANY", at it's own expense, to connect with and use the services of all public utilities that now do, or hereafter shall, during the term hereof, serve the airport and its facilities, and further agrees to have such utilities brought to a convenient point near the leased premises for the "COMPANY'S" connection. SECOND: to complete, within a reasonable time, a surfaced taxi strip between the loading and unloading ares of the airport, and the runways and buildings to be constructed by the "COMPANY", to the runways of the airport, for the use of the "COMPANY'S" transport aircraft, in a suitable and practical manner, and to maintain the same so that it will be at all times weather proof, level and free of stones and dust. THIRD: to provide and maintain, from time to time, the necessary requirements of the United States Post Office Department for the handling of air mail, expressed and post.

In consideration of the covenants and agreements of the "CITY", the "COMPANY" agrees and binds itself to forthwith construct and complete, at its own expense, and thereafter maintain, during the term of this lease, or any extension thereof, upon the Fort Worth Municipal Airport, such buildings, improvements and facilities as in its own sole discretion shall be necessary, and/or desirable, for housing and accommodating its divisional and/or zone administrative accounting and operating headquarters for the Southern and Southwestern area of its air transportation operations in the United States of America; it being agreed and understood that said buildings shall be constructed in conformity with the plans heretofore prepared as to size and capacity, and shall be satisfactory to the "CITY" as to design and architecture; as soon as the necessary buildings, improvements and facilities can be completed, installed and made

~~AA~~ tenable, the "COMPANY" binds itself to move its present divisional headquarters from Dallas, Texas, to Fort Worth, Texas, and thereafter maintain, in Fort Worth, Texas, during the term of this lease, or any extension thereof, the personnel, equipment and activities of its principal place of administrative operating and accounting operations in/for the Southern and Southwestern area of its transportation operations in the United States of America, and agrees that it will, during the full period of this lease, and any extension thereof, operate its business for said area from/at the City of Fort Worth, Texas, and so long as a divisional office for the Southern or Southwestern area of its operation is maintained within the Southern or Southwestern area of the United States, the "COMPANY" will continuously keep and maintain such divisional headquarters office in Fort Worth, Texas.

If the "COMPANY" shall determine at any time during the period hereof that divisional headquarters are not the most economical or practical basis of operations, then and in that event it shall have the full right and privilege of abolishing its divisional headquarters and terminals at Fort Worth, Texas, as such, but in all events, and at all times during the term or any extension hereof, the "COMPANY" will maintain its principal base and/or center of operations for its Southern Transcontinental route, and its Southern and Southwestern operations in Fort Worth, Texas. The intention of the parties to this contract being that the "COMPANY" shall not be bound to continue its present practice of operating its air transportation business through/from divisional offices, but that so long as such practice is followed its divisional principal office and operating center for the Southern and Southwestern division shall be maintained in Fort Worth, Texas, and, regardless of what method of

operation control and/or administration is hereafter followed by the "COMPANY", it's main concentration of activities, employes and operations for the Southern and Southwestern area shall be in Fort Worth, Texas.

In the event that the "COMPANY" shall, during the period of this lease, or any extension thereof, sell, transfer, lease or assign its business and/or its tangible and/or intangible assets or operations to any other person, firm or corporation, or shall merge and consolidate with, or be absorbed by any other entity or individual, it's purchaser, lessee, assignee and successor shall be bound by the terms of this contract, and shall be obligated to thereafter, during the terms of this lease, or any extension thereof, maintain the base and/or center of operations of the properties and routes comprising the Southern and Southwestern area of the "COMPANY", at the time of such sale, lease, assignment, transfer or consolidation, in Fort Worth, Texas, notwithstanding that such purchaser, lessee, or assignee shall be engaged in other air transport operations than those acquired from the "COMPANY", and may maintain its principal or area headquarters for such other operations elsewhere.

It is further agreed and understood that the obligations herein undertaken on the part of the "COMPANY" shall supplant and supersede any and all other rentals, taxes, fees, charges, imposts or assessments which might otherwise be made or assessed against the "COMPANY", its employes, passengers, or cargo, on account of the exercise of any of the grants and uses hereof, or the use and ownership of buildings, improvements, equipment, materials, supplies and accessories, including especially taxes, charges or assessments on account of the ownership, sale, use, service or delivery of fuel and lubricants to its own aircraft, charges for the sale or use of passenger or cargo carriage contracts or tickets over its own or connecting or sub-

sidiary lines, and charges for landing or taking off aircraft, passengers, freight, express or mail.

The "CITY" will not permit any building, structure, appliances or improvement to be erected, placed or maintained within one hundred (100) feet of the "COMPANY'S" administration building, hangar and/or shop building, which would constitute a fire hazard, as defined by the building code of the CITY OF FORT WORTH, TEXAS.

The "COMPANY" will observe and obey such valid rules and regulations as may be promulgated and uniformly enforced by the proper Federal, State and City officers or departments, to insure safe, orderly and convenient aerial operations upon and from said airport, and will permit the properly authorized representatives or officers of the "CITY" to enter upon any premises controlled by it under the provisions hereof, during the usual business hours, for inspection and regulatory purposes.

The "COMPANY" shall indemnify and keep the "CITY" harmless from any claims, costs or judgments proximately resulting from its operations and occupancy under the terms hereof, provided, however, that prompt notice of any such claim shall be given the "COMPANY" and it shall be accorded the timely privilege and option of defending same, which said notice may be given by addressing a registered letter to the "COMPANY" at Fort Worth, Texas, or such other place as the "COMPANY" may designate from time to time, by writing duly filed with the CITY SECRETARY.

The "COMPANY" shall have the right, at any time during the term, or after the termination of this contract, to remove from any of the leased premises all aircraft, tools, accessories, materials and property other than fixtures owned or placed thereon by it, subject to any constitutional, statutory or contractual liens which the "CITY" may have for any unpaid rents or charges. All buildings and improvements permanently placed upon the premises by the "COMPANY", so as to become fix-

tures shall be and become the property of the "CITY" from the date of completion, provided that the "COMPANY" shall have the full, free and exclusive use thereof during the term, or any extension hereof, for the rental first above set out, receipt of which in full is now hereby acknowledged.

If any default shall continue for a period of ten (10) days in the observation of the covenants and conditions herein imposed, the party against whom such default exists shall give written notice thereof to the defaulting party, and if same shall then continue without being wholly remedied for a period of thirty (30) days, this contract may be terminated by written notice to the defaulting party, at the option of the party not in default.

No assignment hereof shall be made on the part of either party without the written consent of the other, provided, however, that the rights, privileges, uses and grants in connection with the use of the airport and its appurtenances, which are hereby extended to the "COMPANY", shall extend to and may be enjoyed by the "COMPANY'S" subsidiary aerial transport operating companies, without assignment or additional charge.

IN WITNESS WHEREOF, the parties hereto, acting pursuant to the authority of their proper governing and directing bodies have caused this agreement to be duly executed and attested by their proper and duly authorized officers, and the corporate seals of their respective corporations to be hereunto affixed, this day of \_\_\_\_\_, 1932.

ATTEST:

\_\_\_\_\_

SEAL

ATTEST:

\_\_\_\_\_  
Secretary  
SEAL.

CITY OF FORT WORTH, A Municipal Corporation,

By, \_\_\_\_\_

\_\_\_\_\_

AMERICAN AIRWAYS, INC., A Private Corporation,

By, \_\_\_\_\_

President

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office on this day of A.D. 1932.

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Notary Public in and for  
Tarrant County, Texas.

STATE OF NEW YORK  
COUNTY OF NEW YORK

Before me, the undersigned authority, a Notary public in and for , on this day personally appeared La Motte T. Cohu, President of the American Airways, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this day of , A.D. 1932.

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Notary Public in and for  
County

**RAYMOND E. BUCK**  
ATTORNEY AT LAW  
AVIATION BUILDING  
FORT WORTH, TEXAS