ORDINANCE NO. 256.

AN ORDINANCE OF THE CITY OF LAS VEGAS PROVIDING FOR THE ACQUISITION OF A MUNICIPAL AIRPORT BY TAKING OVER THE PRESENT AIRPORT OF WESTERN AIR EXPRESS CORPORATION, PURSUANT TO A PROCLAMATION OF THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS, MADE AND ISSUED ON THE 12TH DAY OF NOVEMBER, A.D. 1940, AND PUBLISHED IN THE LAS VEGAS EVENING REVIEW-JOURNAL ON NOVEMBER 12TH, 1940; NOVEMBER 19th, 1940, AND NOVEMBER 26TH, 1940.

The Board of Commissioners of the City of Las Vegas do ordain as follows:

WHEREAS the Board of Commissioners of the City of Las Vegas did on the 12th day of November, A.D. 1940, make and issue its proclamation for the acquisition of a Municipal Airport, which proclamation is in words and figures, as follows:

"PROCLAMATION

of

The City of Las Vegas, Clark County,

Nevada, for the acquisition of a

MUNICIPAL AIRPORT.

WHEREAS the City of Las Vegas, Clark County, Nevada, is desirous of acquiring, operating and maintaining a municipal airport, and,

WHEREAS Western Air Express Corporation now owns, operates and maintains a commercial airport about nine miles northeast of the City of Las Vegas, known as and called the Las Vegas Airport of Western Air Express Corporation, which is now being used by all commercial planes owned and operated by said Western Air Express Corporation on all its flights through said city of Las Vegas, and is also being used by Transcontinental & Western Air, Inc., on its regular run from San Francisco, California, to Phoenix, Arizona, and is also being used by the United States government planes when occasion requires them to stop at Las

CITY CLERK'S OFFICE

Vegas, as well as by all privately owned planes desiring to land at Las Vegas, and is the only operating airport in the immediate vicinity of said City of Las Vegas, and,

WHEREAS the said city of Las Vegas desires to acquire title to said airport and improve the same with the aid of Federal funds so as to bring said airport up to an airport of the Third Class, or better, as classified by the Civil Aeronautics Board of the United States, and,

WHEREAS representatives of said Western Air Express Corporation and of said city of Las Vegas have agreed upon the terms of transfer which are that said Western Air Express Corporation shall convey said airport with its improvements and appurtenances and the administration building and its furnishings unto said city of Las Vegas in consideration of the improvement of said airport by said city, and its use by said Western Air Express Corporation for a period of thirty years without rent to said city for such use by said Western Air Express Corporation, and,

WHEREAS the land so to be conveyed to said City of Las Vegas by said Western Air Express Corporation, is described as follows:

> The East half ($E\frac{1}{2}$); and the East half of the Southwest Quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$) of Section Three (3); the West half of the Northwest Quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$); the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}$ of $NW\frac{1}{4}$); and the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Two (2); all in Township Twenty (20) South, Range Sixty-two (62) East, M.D.B. & M.; also the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-four (34); and the West half of the Southwest Quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$); and the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Thirty-five (35); all in Township Nineteen (19) South, Range Sixty-two (62) East, M.D.B. & M., together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and,

WHEREAS the personal property so to be conveyed to said City of Las Vegas by said Western Air Express Corporation, and which is now situate upon said land, is described as follows:

> 1 Deep Well Deming water pump
> 1 Westinghouse Motor 220V 2 HP with belt and pulley
> 1 Water tower house 15 x 15 feet

1 General Electric rotating beacon 24"
1 Green rotating beacon 12" lite
1 Office building 12' x 17' for GAA
1 Garage 27' x 24'
1 Administration building
1 Kohler house 14' x 24'
1 Kohler plant complete 5KVA 220 V
1 Jeffries Auto transformer for field lites
1 General Electric transformer 220 V to 120 V 2KW
1 Fuse panel for entire field service
1 Switch box 110V single phase
1 Switch box 220V three phase
1 Lighted wind sock complete on garage
1 Lighted wind stock on field
Approximately 17296 feet parkway cable in field lite service
52 Field lite cones complete with lites
3 extra cones
1 Water tank 5000 gal.
1 LACO Model 12NL Oil burner furnace complete with 500 Gallon tank, and

WHEREAS the said City of Las Vegas contemplates improving said airport with the aid of Federal funds so as to bring the rating of said airport up to an airport of the Third Class, as classified by the Civil Aeronautice Board of the United States, and in pursuance ~~of~~ said contemplated improvements, intends to make application to the Civil Aeronautics Board of the United States for an allocation of Federal funds inthe sum of Three Hundred Thousand dollars or thereabouts, and,

WHEREAS the said City of Las Vegas desires to, and intends to build and erect upon said airport an administration building within two years from the 4th. day of November, A.D. 1940, at a cost of not less than Twenty Five Thousand dollars and properly furnish the same, and,

WHEREAS the said City of Las Vegas desires to, and intends to make the aforesaid application for Federal funds within sixty days from the 4th day of November, A.D. 1940, and immediately upon the allocation of said Federal funds to said City for said purpose, to proceed with said contemplated improvements and have the same, including the erection of said administration building, entirely completed within two years from said 4th. day of November, A.D. 1940, and

WHEREAS the use of said airport by said Western Air Express

Corporation is not to be exclusive, but in common with any and all other aircraft desiring to use said airport upon such conditions as may, from time to time, be laid down by said City of Las Vegas, and,

WHEREAS the terms of agreement between said City and said Western Air Express Corporation have been reduced to writing, and,

WHEREAS the said Western Air Express Corporation is about to place in escrow with Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, its deed of conveyance, conveying unto said City of Las Vegas the above mentioned real estate and likewise is about to place in the same escrow its Bill of Sale conveying unto said City of Las Vegas the above mentioned personal property, and,

WHEREAS the said City of Las Vegas is about to place in escrow with said Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, a written lease or permit, allowing said Western Air Express Corporation the free use of said airport for a period of thirty years from the date on which said City acquires title thereto, and,

WHEREAS a copy of said Lease and a copy of the letter of Escrow Instructions to the said Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, are now on file in the office of the City Clerk of said City of Las Vegas, and both of which have been approved by the Board of Commissioners of said City of Las Vegas at a regular meeting of said Board held on the 4th. day of November, A.D. 1940, and,

WHEREAS no bond issue for the acquisition of said airport, at this time appears necessary, and,

WHEREAS no such bond issue is at this time contemplated by said City of Las Vegas.

NOW, THEREFORE, The Board of Commissioners of the City of Las Vegas, Clark County, Nevada, does hereby proclaim the existence of the facts contained in the above and foregoing recitals

and does hereby proclaim and give public notice, that:

1. The City of Las Vegas, Clark County, Nevada, by its Board of Commissioners, proposes to acquire a municipal airport by accepting from Western Air Express Corporation a deed of conveyance, conveying unto said City of Las Vegas the real estate hereinabove described, and a Bill of Sale conveying unto said City of Las Vegas, all of the personal property hereinabove, particularly described.

2. The City of Las Vegas, Clark County, Nevada, proposes to immediately make application to the Civil Aeronautics Board of the United States for an allocation of Federal funds in the sum of Three Hundred Thousand dollars, or thereabouts, to improve said airport so as to bring the rating of said airport up to an Airport of the Third Class, or better, as classified by the Civil Aeronautice Board of the United States, and upon the acceptance of said application and the allocation of said funds, proposes to immediately begin said improvements and complete the same within two years from the 4th. day of November, A.D.1940, and to make all such improvements in accordance with requirements of the said Civil Aeronautics Board of the United States.

3. The said City of Las Vegas, Clark County, Nevada, proposes, in addition to other improvements to be made upon said airport, to build thereon within two years from the 4th. day of November, A.D. 1940, an administration building at a cost of not less than twenty-five thousand dollars.

The City of Las Vegas, Clark County, Nevada, proposes to operate and maintain said airport as a municipal airport, charging rent to such commercial air lines as may see fit, from time to time, to use the same, and charging rent to such other private operators of aircraft as may, from time to time, desire to make use of the same, and according to such terms and conditions as may, from time to time, be established by said City of Las Vegas, having in mind at all times the greatest good and

benefit to the people of the City of Las Vegas, and to allow the government of the United States the use of such Airport on such terms and conditions as may be agreed upon between the United States government and said City, and at all times to so operate and maintain said Airport so as to make travel by air into said City of Las Vegas as attractive and comfortable as possible in order to upbuild said City.

5. The City of Las Vegas, Clark County, Nevada, proposes to allow Western Air Express Corporation free use of said Airport and suitable space in said administration building for the proper discharge of its air transportation business, for a period of thirty years from and after the date on which said City of Las Vegas acquires title thereto, as consideration for the deeding and conveying of said property unto said City.

6. The City of Las Vegas, Clark County, Nevada, does not at this time see the necessity of, nor does it now intend to sell bonds of the said City in order to bring about the acquisition of said Airport and hereby gives notice that the final consummation of its present agreement with said Western Air Express Corporation and the final acquisition of title to said Airport by said City of Las Vegas is dependent upon the success of its contemplated application to the Civil Aeronautics Board of the United States for the aid of Federal funds with which to improve said Airport in order to bring the rating of said Airport up to an Airport of the Third Class, or better, as classified by said Civil Aeronautics Board.

On the 4th. day of December, A.D. 1940, at the hour of 7:30-o-clock P.M., the Board of Commissioners of the City of Las Vegas, Clark County, Nevada, will meet in the City Clerk's office on Carson Street, between Second Street South and Third Street South, in said City of Las Vegas, in regular session, at which time and place it will read for the first time, propose, consider and vote upon an ordinance relating to the acquisition of

said Airport as a municipal airport, as above set forth, and on the 4th. day of January, A.D. 1941, at the hour of 7:30-o-clock P.M., the said Board will meet at said City Clerk's office in the said City of Las Vegas, in regular session, for the purpose, among other things, of reading the second time, adopting and passing, and will then read for the second time and pass and adopt said ordinance for the acquisition of said Airport as a municipal airport.

Dated at Las Vegas, Clark County, Nevada, this 12th. day of November, A.D. 1940.

THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

BY, JOHN L. RUSSELL,
Mayor.

Attest:

VIOLA BURNS,
City Clerk

By LE ROY WHIPPLE
Deputy."

and,

WHEREAS said proclamation was thereafter published in the Las Vegas Evening Review-Journal for three consecutive weeks, to-wit, in the issue of that paper of November 12th, 1940, November 19th, 1940 and November 26th, 1940.

NOW, THEREFORE, The Board of Commissioners of the City of Las Vegas do ordain:

Section 1. That the provisions of said proclamation are hereby adopted and made a part of this ordinance.

Section 2. That the City of Las Vegas shall accept a deed of conveyance conveying unto said City all of the real estate above described and a Bill of Sale conveying unto said City all of the personal property described above, which said deed and

bill of sale are now in Escrow with Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, under a letter of Escrow Instructions which, except for the exhibits attached thereto, is in words and figures as follows:

"

ESCROW INSTRUCTIONS

TO PIONEER TITLE INSURANCE AND TRUST COMPANY,
LAS VEGAS, NEVADA:

You are handed herewith by WESTERN AIR EXPRESS CORPORATION, a Deleware corporation, hereinafter referred to as Party of the first Part:

(a) An Executed but undated Deed, copy of which is hereto attached, marked Exhibit "A", and made a part hereof;

(b) An executed but undated Bill of Sale, a copy of which is hereto attached, marked Exhibit "B", and made a part hereof;

(c) The duplicate of a certain lease, copy of which is hereto attached, marked Exhibit "C", and made a part hereof, and which duplicate has been executed by said Party of the First Part;

(d) A certified copy of a resolution adopted by the Board of Directors of said Party of the First Part authorizing the execution of said Deed, Bill of Sale, Lease and of these instructions.

All of the foregoing items are hereinafter referred to as Items "A".

You are handed herewith by the City of Las Vegas, a municipal corporation hereafter referred to as Party of the Second Part:

(a) The executed but undated original of the Lease, copy of which is hereto attached, marked Exhibit "C", and made a part hereof, as aforesaid, which has been executed by said Second Party;

(b) A certified copy of a Resolution adopted by the Board of City Commissioners of the City of Las Vegas, authori-

of
zing the execution of said Lease and/these instructions;

All of said items are hereinafter referred to as Items "B".

It is understood and agreed between the parties hereto as follows:

That the party of the First Part is now the owner of the premises described in the Deed, copy of which is hereto attached, marked Exhibit "A", as aforesaid, and that said premises are generally known as and called the Las Vegas Airport of Western Air Express Corporation, and the Party of the Second Part Contemplates improving said Airport with the aid of Federal funds so as to bring the rating of said Airport up to an Airport of the Third Class, or better, as classified by the Civil Aeronautics Board and in pursuance of said contemplated improvements, intends to make application to the Civil Aeronautics Board for an allocation of Federal Funds in the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) or thereabouts.

It is understood that before the Civil Aeronautics Board will approve the allocation of funds for said purpose, it will require said Second Party to have a binding agreement whereby the title to said Airport will be vested in said Second Party upon the completion of the improvements to be made thereon.

It is further understood that the application to said C.A.B. must be initiated by the City of Las Vegas in the form of a C.A.B. project.

Party of the First Part is willing to convey to the Party of the Second Part said Las Vegas Airport, provided the Party of the Second Part within two (2) years of the date hereof will improve said airport and construct thereon an adequate Administration Building, at a cost of not less than Twenty-five Thousand ($25,000.00) Dollars, and in turn lease certain premises, privileges, and facilities of said airport to Party of the First Part in accordance with the terms and conditions specified in the form

of lease hereto attached, marked Exhibit "C", and made a part hereof.

NOW, THEREFORE, if the Party of the Second Part will forthwith proceed with its application to said C.A.B for Federal funds and will furnish to C.A.B all of the data required of it by C.A.B. for said project and will within sixty (60) days from the date of this escrow agreement file said application and data with said C.A.B, and if said Second Party will within sixty (60) days from the date of this escrow deliver to you a certified copy of an ordinance adopted by the Board of City Commissioners of the City of Las Vegas, Clark County, authorizing and ratifying the execution of this escrow agreement, and authorizing and ratifying the execution of the Lease, copy of which is attached hereto and marked Exhibit "C", and will at the same time deliver to you a written opinion by the City Attorney of said Second Party, that said second Party is authorized by its Charter, and the laws and constitution of the State of Nevada, to acquire, establish, maintain and operate an Airport, and to lease the same in accordance with the terms and conditions set forth in said Exhibit "C", and that the ordinance hereinabove mentioned has been duly and regularly passed and adopted in accordance with the Statutes in such cases made and provided, and that the execution of this escrow agreement by the Second Party and that the execution of the Lease, said Exhibit "C", by the Second Party are regular and in conformity with the Charter provisions of said Second Party and the Statutes in such cases made and provided, and that said Lease, when delivery thereof is made to First Party by the escrow agent herein named, shall be and shall continue to be an enforceable obligation on the part of the said Second Party and in behalf of said First Party, in accordance with the terms and conditions thereof; and if said Second Party will within four (4) months from the date of this escrow agreement present to you satisfactory evidence that said project has been approved by said

C.A.B., and if said Second Party will within six (6) months from the date of this escrow agreement furnish you with satisfactory evidence that the improvements specified in said project have been commenced, then and if the Party of the Second Part will within two (2) years from the date of this escrow agreement furnish you satisfactory evidence that said improvements, including said Administration Building, have been substantially completed and that said Airport is in such a condition that said First Party can conduct its scheduled operations in and out of said Airport in accordance with rules and regulations of Civil Aeronautics Board, then you will deliver items "A"to the Party of the Second Part and you will deliver said Items "B" to the Party of the First Part, and at the time of making said delivery you will fill in the date of said undated instruments.

In the event Party of the Second Part fail to complete the matters herein specified within the respective times noted, you will return to Party of the First Part Items "A" and to Party of the Second Part Items "B".

Party of the Second Part agrees that during the course of construction at said airport, and pending completion of the projected improvements thereon and thereabout, adequate facilities and provisions will be made and maintained to permit Party of the First Part to continue its operations at said airport without unreasonable interruptions or delays.

It is further agreed that prior to filing its application with said C.A.B., Party of the Second Part will submit to Party of the First Part the plans and specifications for the improvement of said airport, and prior to the commencement of construction of said Administration Building and prior to letting any contract for the construction thereof, Party of the Second Part will submit to Party of the First Part the plans and specifications for said Administration Building, and in the event Party of the First Part disapprove either of such plans and specifications

and Party of the Second Part fail or refuse to make the changes thereto requested by Party of the First Part, said Party of the First Part shall have the right to withdraw Items "A" and terminate this escrow agreement.

These escrow instructions shall be deemed to ba a contract between the parties.

It is understood and agreed that revenue stamps for said Deed and the escrow fees for this escrow will be borne by the parties hereto share and share alike and that the Party of the Second Part will bear the cost of recording its Deed and the Party of the First Part will bear the cost of recording its lease.

The Certified Copy of the Ordinance, and the written opinion of the City Attorney of said Second Party, mentioned on page 3 of the Escrow Agreement shall become a part of and be delivered with said Items "B".

DATED; This 19th day of November, 1940.

THE CITY OF LAS VEGAS

BY JOHN L. RUSSELL
Its Mayor

SEAL OF CITY OF LAS VEGAS

FIRST PARTY

ATTEST:

VIOLA BURNS
City Clerk

WESTERN AIR EXPRESS CORPORATION

BY L. H. DUERLKOTTE
Its Vice-President

SEAL OF THE WESTERN AIR EXPRESS CORPORATION

SECOND PARTY

ATTEST:

ERNEST H. BROWN
Asst. Secretary.

"

Section 3. That all of the terms and conditions of said Escrow as set forth in the above mentioned Escrow Instructions are hereby approved, ratified and confirmed, and the execution thereof by the City of Las Vegas and the delivery thereof to said Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, are hereby approved, ratified and confirmed.

Section 4. That the lease of said Airport, comprising the above mentioned real estate and all improvements thereon, together with the personal property above described, from the City of Las Vegas to said Western Air Express Corporation, which is attached to said Escrow Instructions and a copy of which is on file in the office of the City Clerk of the City of Las Vegas, contains among other privisions the following more important provisions, namely:

1. Granting to said Western Air Express Corporation, the following rights and privileges;

(a) The use, in common with others authorized so to do, of said Airport and appurtenances, for a period of thirty years from the day on which the City of Las Vegas acquires title to said Airport.

(b) The exclusive right for a period of fifteen years to sell to owners and operators of transient aircraft, gasoline, oil, greases, lubricants, and other fuel, at current market price, provided that during the last five years of such privilege, said Western Air Express Corporation shall pay to the City of Las Vegas the sum of two cents per gallon for each gallon of gasoline so sold.

(c) Upon completion by the City of a hangar upon said Airport, the exclusive use of sufficient space therein for housing and maintaining adequate facilities for normal and routine repairs and maintenance of its aircraft, and, so long as unrented space is available and until Lessee shall construct its own hangar, sufficient space for the storage of one airplane when required by Lessee.

(d) The right to construct on said Airport a hangar, shop, fuel tanks, and other buildings, equipment and facilities required by Lessee in connection with its operations.

(e) The first choice of location and the exclusive use of 750 square feet of space in the administration building to be constructed by the City on said Airport, provided the cost of said building does not exceed $50,000, and if such cost exceeds $50,000 then the Lessee shall be entitled to use 1,000 square feet of space therein, for sale of tickets, manifesting of passengers and cargo, handling of mail, baggage and cargo, and similar uses, includ-

ing offices therefor and for general traffic operations and communications offices.

(f) In common with other airlines, the right to erect, maintain, and operate poles, antenna, equipment, and facilities on and about said Airport, as Lessee may deem necessary for its operation of remote control radio receiving and transmitting equipment, the location thereof to be subject to the approval of the City.

(g) The use by Lessee, its employees, passengers, guests, patrons and invitees, in common with others, of all public space in said administration building, including the lobby, waiting rooms, hall ways, rest rooms, and other public and passenger conveniences.

(h) The use in common with other air transportation companies, of an adequate vehicular parking space located at or near said administration building.

2. Reserving to the City all concessions at said Airport, not expressly granted to Lessee, which reserved concessions expressly include the sale of food and beverages, notions, curios, magazines, newspapers and periodicals, and slot machines.

3. A covenant that the transfer from said Western Air Express Corporation to said City of the real estate and personal property first above described, constitutes full consideration for said lease and that the lessee shall not, during the term of said lease, be required to pay any rents, tolls, charges, or license fees to the City except such as may already be incorporated in existing ordinances as of date November 1st, 1940, of the City, or in said lease.

4. A covenant that the run-ways on said Airport and the field lighting equipment now or hereafter constructed thereon, and all appurtenances, equipment, facilities, and services of and at said Airport, shall from the date on which the City acquires title to said Airport, at all times be maintained by and at the expense of t the City, and in such condition and up to such standard as may be required by the Civil Aeronautics Board of the United States, and that all buildings belonging to the City, on said Airport, shall be kept in a reasonable state of repair by and at the expense of the City; that the City shall keep said Airport free from obstructions to air travel, and will attractively furnish said administration building and provide heat, light, electricity, cooling, and water for the public space and Lessee's exclusive space in said building, will

provide janitor service for and keep said building clean, neat, orderly, sanitary and presentable; and will provide for and furnish the necessary electrical energy for the operation of all field lights, but the Lessee shall pay for all power and electricity for the operation of its radio equipment, fuel distribution equipment, air compressors, other ground equipment and for charging batteries of Lessee, and Lessee shall pay for its own exclusive telephone service.

5. A covenant whereby the City agrees to provide space in the administration building for the use of the United States Customs and Immigration authorities, representatives of the United States Health Department, the United States Department of Agriculture, the Civil Aeronautics Board and the U.S.Post Office Department.

6. A covenant providing that buildings erected by the Lessee may be removed by it within six months after the termination of the lease.

7. A covenant whereby Lessee agrees to furnish sufficient personnel for the reasonable servicing of transient aircraft with gasoline, oil, grease, fuel, and other lubricants and for the operation of its fuel storage plant and equipment.

8. A covenant that should Lessee require the use of more space in said administration building than above mentioned, at any time when such additional space is not being used by a rent paying tenant, then Lessee use such additional space only until the City has opportunity of renting the same, at which time the Lessee will pay to the City such proffered rent or surrender such space to the City.

9. A covenant that the City will adopt and enforce rules and regulations with respect to the use of said Airport, consistent with regulations and orders of the Civil Aeronautics Board.

10. A covenant that the City shall have no control over the rates, fares or charges that Lessee may prescribe for its services by air or land to, from or through said Airport.

11. A covenant whereby the City agress to repair any damage

by fire or other casualty to the administration building, and that if completely destroyed by fire or casualty, or so damaged that it cannot reasonably be repaired within thirty working days, then the Lessee shall have the right to construct a temporary building for the exclusive use of Lessee, its employees, patrons, passengers and invitees; and whereby the City agrees to keep its buildings at said Airport insured and to use insurance money, in case of loss, for repairing damage.

Section 5. That the provisions, stipulations and covenants of said Lease are hereby approved, ratified and confirmed, and said Lease in its entirety is hereby approved, ratified and confirmed, and the execution thereof by the City of Las Vegas and the delivery thereof, in escrow, to said Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, are hereby approved, ratified and confirmed.

Section 6. That all negotiations heretofore had by the City of Las Vegas with the government of the United States, or any department or agency thereof, relative to securing funds from the United States for the improvement of said Airport, be and the same are hereby approved, ratified and confirmed, and the application or applications therefor already made by said City of Las Vegas to the United States or to or through any department or agency thereof, be and the same are hereby approved, ratified and confirmed, and that all of the actions of the Board of Commissioners of the City of Las Vegas relative to the acquisition of said Airport or the securing of funds or aid for the improvement thereof from the government of the United States, be and the same are hereby approved, ratified and confirmed.

Section 7. That the Board of Commissioners of the City of Las Vegas be and hereby is authorized to do and perform any and all acts requisite, necessary or convenient to the acquisition and operation of said Airport as a Municipal Airport.

Section 8. The City Clerk is hereby authorized to have this Ordinance published in the Las Vegas Age, a Weekly newspaper printed and published in the City of Las Vegas, Clark County, Nevada, for a period of two weeks, that is to say, once each week for a period of two weeks.

John L Russell
MAYOR

ATTEST:

Viola Brown
City Clerk.

The above and foregoing Ordinance was proposed, read aloud in full and adopted this 4th day of December, A.D. 1940, by the following vote:

Voting Aye; Commissioners C.V.T Gulbert, _____, Krause and Conradutt and His Honor, the Mayor.

Voting No; None

Absent; Commissioner Ronnow

(Seal)

This Ordinance was read aloud to the Board for the first time at a regularm meeting of the Board of Commissioners held on the 4th day of December, 1940 at which time it was proposed, considered and voted upon and unanimously adopted and there after published in the Las Vegas Age a weekly newspaper for a period of once each week for two consecutive weeks immediately following its first reading. And it was thereafter read aloud to the Board for a second time at a regular meeting of the Board held on the 4th day of January, 1941.

Voting aye; Commissioners Bonnew, Gibbary, Krauss, Corradetti, and His Honor the Mayor _____,

Voting No: Commissioners: None

Absent Commissioners: None

John L. Russell
Mayor of the City of Las Vegas

Attest:

City Clerk
Viola Bruno
(City seal)

CITY CLERK'S FILE

This Ordinance was read aloud to the Board for the first time at a regular meeting of the Board of Commissioners held on the 4th day of December, 1940 at which time it was proposed, considered and voted upon and unanimously adopted and there after published in the Las Vegas Age, a weekly newspaper for a period of once each week for two consecutive weeks immediately following its first reading. And it was thereafter read aloud to the Board for a second time at a regular meeting of the Board held on the 4th day of January, 1941.

Voting aye: Commissioners Ronnow, Gilbert, Krause and Corradetti and His Honor the Mayor.

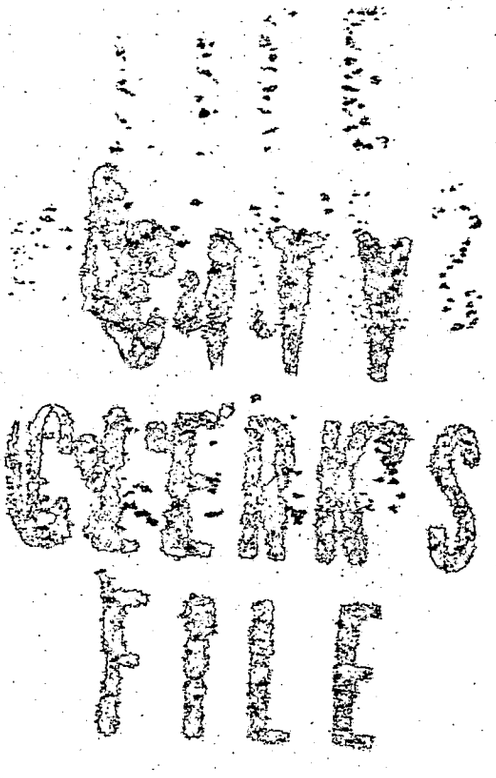
Voting No: Commissioners None.

Absent Commissioners: None.

John L.Russell
Mayor of the City of Las Vegas

Attest:
Viola Burns
City Clerk

(City Seal)



Affidavit of Publication

STATE OF NEVADA)
County of Clark) ss.

C. P. Squires being duly sworn, deposes and says: That he is Editor of LAS VEGAS AGE, a weekly newspaper of general circulation, printed and published at Las Vegas, in the County of Clark, State of Nevada, and that the attached

Ordinance No. 256

was published in said newspaper for a period of Two Weeks from Dec. 6, 1940 to Dec. 13, 1940 inclusive, being the issues of said newspaper for the following dates, to-wit:

December 6 and 13, 1940

That said newspaper was regularly issued and circulated on each of the dates above named. That the legal charge for publishing said legal notice was $ 292.80

Signed C. P. Squires

Subscribed and sworn to before me this 4th day of January 1941

Jas Hulland
Notary Public in and for Clark County, Nevada.

My Commission Expires May 8, 1943

ORDINANCE NO. 256

AN ORDINANCE OF THE CITY OF LAS VEGAS PROVIDING FOR THE ACQUISITION OF A MUNICIPAL AIRPORT BY TAKING OVER THE PRESENT AIRPORT OF WESTERN AIR EXPRESS CORPORATION, PURSUANT TO A PROCLAMATION OF THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS, MADE AND ISSUED ON THE 12TH DAY OF NOVEMBER, A. D. 1940, AND PUBLISHED IN THE LAS VEGAS EVENING REVIEW-JOURNAL ON NOVEMBER 12TH, 1940, NOVEMBER 19th, 1940, AND NOVEMBER 26TH, 1940.

The Board of Commissioners of the City of Las Vegas do ordain as follows:

WHEREAS the Board of Commissioners of the City of Las Vegas did on the 12th day of November, A. D. 1940, make and issue its proclamation for the acquisition of a Municipal Airport which proclamation is in words and figures, as follows:

PROCLAMATION
of
The City of Las Vegas, Clark County, Nevada, for the acquisition of a MUNICIPAL AIRPORT

WHEREAS the City of Las Vegas, Clark County, Nevada, is desirous of acquiring, operating and maintaining a municipal airport, and,

WHEREAS Western Air Express Corporation now owns, operates and maintains a commercial airport about nine miles northeast of the City of Las Vegas, known as and called the Las Vegas airport of Western Air Express Corporation, which is now being used by all commercial planes owned and operated by said Western Air Express Corporation on all its flights through said City of Las Vegas, and is also being used by Transcontinental & Western Air, Inc., on its regular run from San Francisco, California, to Phoenix, Arizona, and is also being used by the United States government planes when occasion requires them to stop at Las Vegas, as well as by all privately owned planes desiring to land at Las Vegas, and is the only operating airport in the immediate vicinity of said City of Las Vegas, and,

WHEREAS the said city of Las Vegas desires to acquire title to said airport and improve the same with the aid of Federal funds so as to bring said airport up to an airport of the Third Class, or better, as classified by the Civil Aeronautics Board of the United States, and,

WHEREAS representatives of said Western Air Express Corporation and of said City of Las Vegas have agreed upon the terms of transfer which are that said Western Air Express Corporation shall convey said airport with its improvements and appurtenances and the administration building and its furnishings unto said city of Las Vegas in consideration of the improvement of said airport by said city, and its use by said Western Air Express Corporation for a period of thirty years without rent to said city for such use by said Western Air Express Corporation, and,

WHEREAS the land so to be conveyed to said City of Las Vegas by said Western Air Express Corporation, is described as follows:

The East half (E½); and the East half of the Southwest Quarter (E½ of SW¼) of Section Three (3); the West half of the Northwest Quarter (W½ of NW¼); the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼); and the Northwest Quarter of the Southwest Quarter (NW¼ of SW¼) of Section Two (2); all in Township Twenty (20) South, Range Sixty-two (62) East, M.D.B. & M.; also the Southeast Quarter (SE¼) of Section Thirty-four (34); and the West half of the Southwest Quarter (W½ of SW¼); and the Northeast Quarter of the Southwest Quarter (NE¼ of SW¼) of Section Thirty-five (35); all in Township Nineteen (19) South, Range Sixty-two (62) East, M.D.B. & M., together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and.

WHEREAS the personal property so to be conveyed to said City of Las Vegas by said Western Air Express Corporation, and which is now situate upon said land, is described as follows:

1 Deep Well Deming water pump.
1 Westinghouse Motor 220V, 2 HP with belt and pulley.
1 Water tower house 15x15 feet.
1 General Electric rotating beacon 24 inch.
1 Green rotating beacon 12 inch lite.
1 Office building 12x17 feet for GAA.
1 Garage 27x24 feet.
1 Administration building.
1 Kohler house 14x24 feet.
1 Kohler plant complete 5KVA, 220 V.
1 Jeffries Auto transformer for field lites.
1 General Electric transformer 220 V to 120 V, 2KW.
1 Fuse panel for entire field service.
1 Switch box 110V, single phase.
1 Switch box 220V, three phase,
1 Lighted wind sock complete on garage.
1 Lighted wind sock on field.
Approximately 17296 feet parkway cable in field lite service.
52 Field lite cones complete with lites.
3 extra cones.
1 Water tank 5000 gal.
1 LACO Model 12NL Oil burner furnace complete with 500 Gallon tank, and

WHEREAS the said City of Las Vegas contemplates improving said airport with the aid of Federal funds so as to bring the rating of said airport up to an airport of the Third Class, as classified by the Civil Aeronautics Board of the United States, and in pursuance of said contemplated improvements, intends to make application to the Civil Aeronautics Board of the United States for an allocation of Federal funds in the sum of Three Hundred Thousand dollars or thereabouts, and,

WHEREAS the said City of Las Vegas desires to, and intends to build and erect upon said airport an administration building within two years from the 4th day of November, A. D. 1940, at a cost of not less than Twenty Five Thousand dollars and properly furnish the same, and,

WHEREAS the said City of Las Vegas desires to, and intends to make the aforesaid application for Federal funds within sixty days from the 4th day of November, A. D. 1940, and immediately upon the allocation of said Federal funds to said City for said purpose, to proceed with said contemplated improvements and have the same, including the erection of said administration building, entirely completed within two years from said 4th day of November, A. D. 1940, and,

WHEREAS the use of said Airport by said Western Air Express Corporation is not to be exclusive, but in common with any and all other aircraft desiring to use said airport upon such conditions as may, from time to time, be laid down by said City of Las Vegas, and,

WHEREAS the terms of agreement between said City and said Western Air Express Corporation have been reduced to writing, and,

WHEREAS the said Western Air Express Corporation is about to place in escrow with Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, its deed of conveyance, conveying unto said City of Las Vegas the above mentioned real estate and likewise is about to place in the same escrow its Bill of Sale conveying unto said City of Las Vegas the above mentioned personal property, and,

WHEREAS the said City of Las Vegas is about to place in escrow with said Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, a written lease or permit, allowing said Western Air Express Corporation the free use of said airport for a period of thirty years from the date on which said City acquires title thereto, and,

WHEREAS a copy of said Lease and a copy of the letter of Escrow Instructions to the said Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, are now on file in the office of the City Clerk of said City of Las Vegas, and both of which have been approved by the Board of Commissioners of said City of Las Vegas at a regular meeting of said Board held on the 4th. day of November, A. D. 1940, and,

WHEREAS no bond issue for the acquisition of said airport, at this time appears necessary, and,

WHEREAS no such bond issue is at this time contemplated by said City of Las Vegas.

NOW, THEREFORE, The Board of Commissioners of the City of Las Vegas, Clark County, Nevada, does hereby proclaim the existence of the facts contained in the above and foregoing recitals and does hereby proclaim and give public notice, that:

1. The City of Las Vegas, Clark County, Nevada, by its Board of Commissioners, proposes to acquire a municipal airport by accepting from Western Air Express Corporation a deed of conveyance, conveying unto said City of Las Vegas the real estate herein above described, and a Bill of Sale conveying unto said City of Las Vegas, all of the personal property hereinabove, particularly described.

2. The City of Las Vegas, Clark County, Nevada, proposes to immediately make application to the Civil Aeronautics Board of the United States for an allocation of Federal funds in the sum of Three Hundred Thousand dollars, or thereabouts, to improve said airport so as to bring the rating of said airport up to an Airport of the Third Class, or better, as classified by the Civil Aeronautics Board of the United States, and upon the acceptance of said application and the allocation of said funds, proposes to immediately begin said improvements and complete the same within two years from the 4th day of November, A. D. 1940, and to make all such improvements in accordance with requirements of the said Civil Aeronautics Board of the United States.

3. The said City of Las Vegas, Clark County, Nevada, proposes, in addition to other improvements to be made upon said airport, to build thereon within two years from the 4 th. day of November, A. D. 1940, an administration building at a cost of not less than twenty-five thousand dollars.

The City of Las Vegas, Clark County, Nevada, proposes to operate and maintain said airport as a municipal airport, charging rent to such commercial air lines as may see fit, from time to time, to use the same, and charging rent to such other private operators of aircraft as may, from time to time, desire to make use of the same, and according to such terms and conditions as may, from time to time, be established by said City of Las Vegas, having in mind at all times the greatest good and benefit to the people of the City of Las Vegas, and to allow the government of the United States the use of such Airport on such terms and conditions as may be agreed upon between the United States government and said City, and at all times to so operate and maintain said Airport so as to make travel by air into said City of Las Vegas as attractive and comfortable as possible in order to upbuild said City.

5. The City of Las Vegas, Clark County, Nevada, proposes to allow Western Air Express Corporation free use of said Airport and suitable space in said administration building for the proper discharge of its air transportation business, for a period of thirty years from and after the date on which said City of Las Vegas acquires title thereto, as consideration for the deeding and conveying of said property unto said City.

6. The City of Las Vegas, Clark County, Nevada, does not at this time see the necessity of, nor does it now intend to sell bonds of the said City in order to bring about the acquisition of said Airport and hereby gives notice that the final consumation of its present agreement with said Western Air Express Corporation and the final acquisition of title to said Airport by said City of Las Vegas is dependent upon the success of its contemplated application to the Civil Aeronautics Board of the United States for the aid of Federal funds with which to improve said Airport in order to bring the rating of said Airport up to an Airport of the Third Class, or better, as classified by said Civil Aeronautics Board.

On the 4th. day of December, A. D. 1940, at the hour of 7:30 o'clock P. M., the Board of Commissioners of the City of Las Vegas, Clark County, Nevada, will meet in the City Clerk's office on Carson Street, between Second Street South and Third Street South, in said City of Las Vegas, in regular session, at which time and place it will read for the first time, propose, consider and vote upon an ordinance relating to the acquisition of said Airport as a municipal airport, as above set forth, and on the 4th day of January, A. D. 1941, at the hour of 7:30 o'clock P.M., the said Board will meet at said City Clerk's office in the said City of Las Vegas, in regular session, for the purpose, among other things, of reading the second time, adopting and passing, and will then read for the second time and pass and adopt said ordinance for the acquisition of said Airport as a municipal airport.

Dated at Las Vegas, Clark County, Nevada, this 12th. day of November, A. D. 1940.

THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

By JOHN L. RUSSELL,
Mayor.

Attest:
VIOLA BURNS
City Clerk.
By LE ROY WHIPPLE
Deputy.

and,

WHEREAS said proclamation was thereafter published in the Las Vegas Evening Review-Journal for three consecutive weeks, to-wit, in the issue of that paper of November 12th, 1940, November 19th, 1940 and November 26th, 1940.

NOW THEREFORE, The Board of Commissioners of the City of Las Vegas do ordain:

Section 1. That the provisions of said proclamation are hereby adopted and made a part of this ordinance.

Section 2. That the City of Las Vegas shall accept a deed of conveyance conveying unto said City all of the real estate above described and a Bill of Sale conveying unto said City all of the personal property described above, which said deed and bill of sale are now in Escrow with Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, under a letter of Escrow Instructions which, except for the exhibits attached thereto, is in words and figures as follows:

ESCROW INSTRUCTIONS

TO PIONEER TITLE INSURANCE AND TRUST COMPANY,
LAS VEGAS, NEVADA:

You are handed herewith by WESTERN AIR EXPRESS CORPORATION, a Delaware corporation, hereinafter referred to as Party of the first Part:

(a) An Executed but undated Deed, copy of which is hereto attached, marked Exhibit "A," and made a part hereof;

(b) An executed but undated Bill of Sale, a copy of which is hereto attached, marked Exhibit "B," and made a part hereof;

(c) The duplicate of a certain lease, copy of which is hereto attached, marked Exhibit "C," and made a part hereof, and which duplicate has been executed by said Party of the First Part;

(d) A certified copy of a resolution adopted by the Board of Directors of said Party of the First Part authorizing the execution of said Deed, Bill of Sale, Lease and of these instructions.

All of the foregoing items are hereinafter referred to as Items "A".

You are handed herewith by the City of Las Vegas, a municipal corporation hereafter referred to as Party of the Second Part:

(a) The executed but undated original of the Lease, copy of which is hereto attached, marked Exhibit "C," and made a part hereof, as aforesaid, which has been executed by said Second Party;

(b) A certified copy of a Resolution adopted by the Board of City Commissioners of the City of Las Vegas, authorizing the execution of said Lease and of these instructions;

All of said items are hereinafter referred to as Items "B".

It is understood and agreed between the parties hereto as follows:

That the party of the First Part is now the owner of the premises described in the Deed, copy of which is hereto attached, marked Exhibit "A," as aforesaid, and that said premises are generally known as and called the Las Vegas Airport of Western Air Express Corporation, and the Party of the Second Part contemplates improving said Airport with the aid of Federal funds so as to bring the rating of said Airport up to an Airport of the Third Class, or better, as classified by the Civil Aeronautics Board and in pursuance of said contemplated improvements, intends to make application to the Civil Aeronautics Board for an allocation of Federal Funds in the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) or thereabouts.

It is understood that before the Civil Aeronautics Board will approve the allocation of funds for said purpose, it will require said Second Party to have a binding agreement whereby the title to said Airport will be vested in said Second Party upon the completion of the improvements to be made thereon.

It is further understood that the application to said C.A.B. must be initiated by the City of Las Vegas in the form of a C.A.B. project.

Party of the First Part is willing to convey to the Party of the Second Part said Las Vegas Airport, provided the Party of the Second Part within two (2) years of the date hereof will improve said airport and construct thereon an adequate Administration Building, at a cost of not less than Twenty-five Thousand ($25,000.00) Dollars, and in turn lease certain premises, privileges, and facilities of said airport to Party of the First Part in accordance with the terms and conditions specified in the form of lease hereto attached, marked Exhibit "C," and made a part hereof.

NOW, THEREFORE, if the Party of the Second Part will forthwith proceed with its application to said C.A.B. for Federal funds and will furnish to C.A.B. all of the data required of it by C.A.B. for said project and will within sixty (60) days from the date of this escrow agreement file said application and data with said C.A.B., and if said Second Party will within sixty (60) days from the date of this escrow deliver to you a certified copy of an ordinance adopted by the Board of City Commissioners of the City of Las Vegas, Clark County, authorizing and ratifying the execution of this escrow agreement, and authorizing and ratifying the execution of the Lease, copy of which is attached hereto and marked Exhibit "C," and will at the same time deliver to you a written opinion by the City Attorney of said Second Party, that said Second Party is authorized by its Charter, and the laws and constitution of the State of Nevada, to acquire, establish, maintain and operate an Airport, and to lease the same in accordance with the terms and conditions set forth in said Exhibit "C," and that the ordinance hereinabove mentioned has been duly and regularly passed and adopted in accordance with the Statutes in such cases made and provided, and that the execution of this escrow agreement by the Second Party and that the execution of the Lease, said Exhibit "C," by the Second Party are regular and in conformity with the Charter provisions of said Second Party and the Statutes in such cases made and provided, and that said Lease, when delivery thereof is made to First Party by the escrow agent herein named, shall be and shall continue to be an enforceable obligation on the part of the said Second Party and in behalf of said First Party, in accordance with the terms and conditions thereof; and if said Second Party will within four (4) months from the date of this escrow agreement present to you satisfactory evidence that said project has been approved by said C.A.B., and if said Second Party will within six (6) months from the date of this escrow agreement furn-

ish you with satisfactory evidence that the improvements specified in said project have been commenced, then and if the Party of the Second Part will within two (2) years from the date of this escrow agreement furnish you satisfactory evidence that said improvements, including said Administration Building, have been substantially completed and that said Airport is in such a condition that said First Party can conduct its schedule operations in and out of said Airport in accordance with rules and regulations of Civil Aeronautics Board, then you will deliver items "A" to the Party of the Second Part and you will deliver said Items "B" to the Party of the First Part, and at the time of making said delivery you will fill in the date of said undated instruments.

In the event Party of the Second Part fail to complete the matters herein specified within the respective times noted, you will return to Party of the First Part Items "A" and to Party of the Second Part Items "B".

Party of the Second Part agrees that during the course of construction at said Airport, and pending completion of the projected improvements thereon and thereabout, adequate facilities and provisions will be made and maintained to permit Party of the First Part to continue its operations at said airport without unreasonable interruptions or delays.

It is further agreed that prior to filing its application with said C. A. B., Party of the Second Part will submit to Party of the First Part the plans and specifications for the improvement of said airport, and prior to the commencement of construction of said Administration Building and prior to letting any contract for the construction thereof, Party of the Second Part will submit to Party of the First Part the plans and specificaions for said Administration Building, and in the event Party of the First Part disapprove either of such plans and specifications and Party of the Second Part fail or refuse to make the changes thereto requested by Party of the First Part, said Party of the First Part shall have the right to withdraw Items "A" and terminate this escrow agreement.

These escrow instructions shall be deemed to be a contract between the parties.

It is understood and agreed that revenue stamps for said Deed and the escrow fees for this escrow will be borne by the parties hereto share and share alike and that the Party of the Second Part will bear the cost of recording its Deed and the Party of the First Part will bear the cost of recording its lease.

The Certified Copy of the Ordinance, and the written opinion of the City Attorney of said Second Party, mentioned on page 3 of the Escrow Agreement shall become a part of and be delivered with said Items "B".

DATED; this 19th day of November, 1940.

THE CITY OF LAS VEGAS
By JOHN L. RUSSELL,
Its Mayor.

FIRST PARTY

SEAL OF THE CITY OF LAS VEGAS

Attest:
VIOLA BURNS
City Clerk

WESTERN AIR EXPRESS CORPORATION
By L. H. DWERLKOTTE,
Its Vice-President

SECOND PARTY

SEAL OF THE WESTERN AIR EXPRESS CORPORATION

Attest:
ERNEST H. BROWN
Asst. Secretary.

Section 3. That all of the terms and conditions of said Escrow as set forth in the above mentioned Escrow Instructions are hereby approved, ratified and confirmed, and the execution thereof by the City of Las Vegas and the delivery thereof to said Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, are hereby approved, ratified and confirmed.

Section 4. That the lease of said Airport, comprising the above mentioned real estate and all improvements thereon, together with the personal property above described, from the City of Las Vegas to said Western Air Express Corporation, which is attached to said Escrow Instructions and a copy of which is on file in the office of the City Clerk of the City of Las Vegas, contains among other provisions the following more important provisions,

1. Granting to said Western Air Express Corporation, the following rights and privileges; namely:

(a) The use, in common with others authorized so to do, of said Airport and appurtenances, for a period of thirty years from the day on which the City of Las Vegas acquires title to said Airport.

(b) The exclusive right for a period of fifteen years to sell to owners and operators of transient aircraft, gasoline, oil, greases, lubricants, and other fuel, at current market price, provided that during the last five years of such privilege, said Western Air Express Corporation shall pay to the City of Las Vegas the sum of two cents per gallon for each gallon of gasoline so sold.

(c) Upon completion by the City of a hangar upon said Airport, the exclusive use of sufficient space therein for housing and maintaining adequate facilities for the normal and routine repairs and maintenance of its aircraft, and, so long as unrented space is available and until Lessee shall construct its own hangar, sufficient space for the storage of one airplane when required by Lessee.

(d) The right to construct on said Airport a hangar, shop, fuel tanks, and other buildings, equipment and facilities required by Lessee in connection with its operations.

(e) The first choice of location and the exclusive use of 750 square feet of space in the administration building to be constructed by the City on said Airport, provided the cost of said building does not exceed $50,000, and if such cost exceeds $50,000 then the Lessee shall be entitled to use 1,000 square feet of space therein, for sale of tickets, manifesting of passengers and cargo; handling of mail, baggage and cargo, and similar uses, including offices therefor and for general traffic operations and communications offices.

(f) In common with other Airlines, the right to erect, maintain, and operate poles, antenna, equipment, and facilities on and about said Airport, as Lessee may deem necessary for its operation of remote control radio receiving and transmitting equipment, the location thereof to be subject to the approval of the City.

(g) The use by Lessee, its employees, passengers, guests, patrons and invitees, in common with others, of all public space in said administration building, including the lobby, waiting rooms, hall ways, rest rooms, and other public and passenger conveniences.

(h.) The use in common with other air transportation companies of an adequate vehicular parking space located at or near said administration building.

2. Reserving to the City all concessions at said Airport, not expressly granted to Lessee, which reserved concessions expressly include the sale of food and beverages, notions, curios, magazines, newspapers and periodicals, and slot machines.

3. A covenant that the transfer from said Western Air Express Corporation to said City of the real estate and personal property first above described, constitutes full consideration for said lease and that the lessee shall not, during the term of said lease, be required to pay any rents, tolls, charges, or license fees to the City except such as may already be incorporated in existing ordinances as of date November 1st, 1940, of the City, or in said lease.

4. A covenant that the run-ways on said Airport and the field lighting equipment now or hereafter constructed thereon, and all appurtenances, equipment, facilities, and services of and at said Airport, shall from the date on which the City acquires title to said Airport, at all times be maintained by and at the expense of the City, and in such condition and up to such standard as may be required by the Civil Aeronautics Board of the United States, and that all buildings belonging to the City, on said Airport, shall be kept in a reasonable state of repair by and at the expense of the City; that the City shall keep said Airport free from obstructions to air travel, and will attractively furnish said administration building and provide heat, light, electricity, cooling, and water for the public space and Lessee's exclusive space in said building, will provide janitor service for and keep said building clean, neat, orderly, sanitary and presentable; and will provide for and furnish the necessary electrical energy for the operation of all field lights, but the Lessee shall pay for all power and electricity for the operation of its radio equipment, fuel distribution equipment, air compressors, other ground equipment and for charging batteries of Lessee, and Lessee shall pay for its own exclusive telephone service.

5. A covenant whereby the City agrees to provide space in the administration building for the use of the United States Customs and Immigration authorities, representatives of the United States Health Department, the United States Department of Agriculture, the Civil Aeronautics Board and the U. S. Post Office Department.

6. A covenant providing that buildings erected by the Lessee may be removed by it within six months after the termination of the lease.

7. A covenant whereby Lessee agrees to furnish sufficient personnel for the reasonable servicing of transient aircraft with gasoline, oil, grease, fuel and other lubricants and for the operation of its fuel storage plant and equipment.

8. A covenant that should Lessee require the use of more space in said administration building than above mentioned, at any time when such additional space is not being used by a rent paying tenant, then Lessee use such additional space only until the City has opportunity of renting the same, at which time the Lessee will pay to the City such proffered rent or surrender such space to the City.

9. A covenant that the City will adopt and enforce rules and regulations with respect to the use of said Airport, consistent with regulations and orders of the Civil Aeronautics Board.

10. A covenant that the City shall have no control over the rates, fares or charges that Lessee may prescribe for its services by air or land to, from or through said Airport.

11. A covenant whereby the City agrees to repair any damage by fire or other casualty to the administration building, and that if completely destroyed by fire or casualty, or so damaged that it cannot reasonably be repaired within thirty working days, then the Lessee shall have the right to construct a temporary building for the exclusive use of Lessee, its employees, patrons, passengers and invitees; and whereby the City agrees to keep its buildings at said Airport insured and to use insurance money, in case of loss, for repairing damage.

Section 5. That the provisions, stipulations and covenants of said Lease are hereby approved, ratified and confirmed, and said Lease in its entirety is hereby approved, ratified and confirmed, and the execution thereof by the City of Las Vegas and the delivery thereof, in escrow, to said Pioneer Title Insurance and Trust Company, Las Vegas, Nevada, are hereoy approved, ratified and confirmed.

Section 6. That all negotiations heretofore had by the City of Las Vegas with the government of the United States, or any department or agency thereof, relative to securing funds from the United States for the improvement of said Airport, be and the same are hereby approved, ratified and confirmed, and the application or applications therefor already made by said City of Las Vegas to the United States or to or through any department or agency thereof, be and the same are hereby approved, ratified and confirmed, and that all of the actions of the Board of Commissioners of the City of Las Vegas relative to the Acquisition of said Airport or the securing of funds or aid for the improvement thereof from the government of the United States; be and the same are hereby approved, ratified and confirmed.

Section 7. That the Board of Commissioners of the City of Las Vegas be and hereby is authorized to do and perform any and all acts requisite, necessary or convenient to the acquisition and operation of said Airport as a Municipal Airport.

Section 8. The City Clerk is hereby authorized to have this Ordinance published in the Las Vegas Age, a weekly newspaper printed and published in the City of Las Vegas, Clark County, Nevada, for a period of two weeks, that is to say, once each week, for a period of two weeks.

JOHN L. RUSSELL
Mayor.

Attest:
VIOLA BURNS
City Clerk.

The above and foregoing Ordinance was proposed, read aloud in full and adopted this 4th day of December, A. D. 1940, by the following vote:

Voting Aye; Commissioners Gilbert, Krause, Corradetti, and His Honor, the Mayor.

Voting No; None.

Absent; Commissioner Ronnow.

(SEAL)

Pub. Dec. 6 ,and 13 1940.