

IN THE CIRCUIT COURT FOURTH  
JUDICIAL CIRCUIT IN AND FOR  
NASSAU COUNTY, FLORIDA

CITY OF FERNANDINA BEACH,  
a municipal corporation,

Case No.: 04-394-CA

Plaintiff,

Division: A

v.

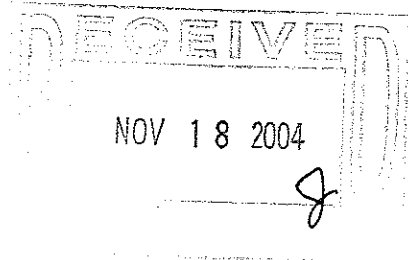
McGILL AVIATION CORPORATION,  
a Florida corporation,

Defendant.

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**ORDER GRANTING TEMPORARY INJUNCTION**  
**IN PART AND DENYING IN PART**

THIS CAUSE CAME BEFORE THE COURT upon Plaintiff **McGILL AVIATION CORPORATION's** ("McGill Aviation") Emergency Motion and Amended Motion for Temporary Injunction against the Plaintiff, **CITY OF FERNANDINA BEACH, FLORIDA** (the "City"). The Court having considered the motion, having conducted an evidentiary hearing on October 29, 2004 commencing at approximately 3:45 P.M., and on November 9, 2004, commencing at approximately 3:15 p.m. and concluding at approximately 4:45 p.m. for which notice was provided, and both parties were present, testimony and evidence were received, and after hearing argument of counsel and careful consideration of the evidence, case law and record, and being otherwise fully advised in the premises, the Court hereby makes these findings, conclusions and enters the following relief:



### Findings of Fact

1. On or about October 1, 1994, the City entered into a Fixed Base Operator Airport Use and Lease Agreement (the "Lease") with Island Aviation Services, Inc. ("Island Aviation") (not a party hereto and the predecessor tenant).

2. On or about June 22, 1998, the City, Island Aviation, and McGill Aviation entered into a Lease Assignment, Modification, and Assumption (the "Assignment") in which Island Aviation assigned its interests in the Lease to McGill Aviation. The Assignment extended the Lease Term to end on March 31, 2008, with two five (5) year options for additional Lease extensions providing McGill Aviation approximately 14 years remaining on its Lease.

3. The City is a political subdivision and municipality of the State of Florida, existing within Nassau County, Florida and is the owner of the Fernandina Beach Municipal Airport located in Nassau County, Florida (the "Airport").

4. The City Commission is the legislative body for the City and is authorized, pursuant to the City of Fernandina Beach Code of Ordinances, to exercise all legislative functions of the City including, but not limited to, entering into contracts, assignments thereof, ratifying acts taken by its staff and agents, and operating the Airport by and through its City Manager, Robert Mearns.

5. The Court finds that the City Commission and City Manager are among the City's officers, agents, servants, and employees, and attorneys and persons in active concert or participation with the City pursuant to Rule 1.610, Florida Rules of Civil Procedure.

6. Article IV of the Lease grants to McGill Aviation, inter alia, certain rights including a leasehold interest in certain parcels of land located at the Airport, including the improvements thereon, which such interest is more particularly described in the Lease (collectively, the "Leased Premises" or "leasehold"), specifically Defendant's Exhibit 1 attached hereto and received into evidence.

7. Only for purposes of this evidentiary hearing, McGill Aviation has shown a substantial likelihood of prevailing on the merits that the City has violated its obligations under the Lease by unilaterally taking portions of the Premises leased to McGill Aviation.

8. For purposes of this Order and as confirmed by testimony and Verified Complaint, McGill Aviation leased 458,000 square feet including 357,000 square feet of paved ramp space. McGill Aviation has admitted the City's verified allegations: "The Premises are the Fixed Base Operator (FBO) facility at the City's airport." Verified Complaint ¶ 4.

9. In connection with these allegations and other alleged breaches, on or about August 31, 2004, McGill Aviation filed its Demand for Arbitration and Statement of Claim against the City, pursuant to Article XXVII of the Lease (the "Arbitration Action"), with the American Arbitration Association.

10. In response, on or about October 4, 2004, the City filed a Verified Complaint for Removal of Tenant (Non-Residential Lease) (the "Verified Complaint") with this Court under the summary procedure pursuant to Florida Statute § 51.011.

11. McGill Aviation accepted service of the Verified Complaint on October 21, 2004. On October 26, 2004, McGill filed a Notice of Depositing Rent into the Registry of the Court and tendered \$40,641.77 pending a dispute over the amount of rent claimed by the City in the Verified Complaint, and further disputing that certain claims by the City pursuant to a "Funding Agreement" for airport improvements qualified as rent.

12. On or about October 28, 2004, McGill Aviation filed its Answer, Defenses, and Counterclaim (the "Answer and Counterclaim") in response to the City's Verified Complaint, and an Emergency Motion for Temporary Injunction. On October 29, 2004, McGill Aviation filed an Amended Emergency Motion for Temporary Injunction (the "Emergency Motion").

13. McGill Aviation's Emergency Motion requested that three actions be temporarily enjoined pending the outcome of

this action and/or the Arbitration Action. First, evidence was introduced of the reasonableness of McGill Aviation's belief that the City planned to remove McGill Aviation from the Leased Premises and replace it as the Airport's Fixed Base Operator (FBO) with Sheltair Aviation Services ("Sheltair Aviation") or another third party as early as tomorrow, October 30, 2004. McGill Aviation's motion sought to enjoin that conduct. Second, the City admitted that it is in negotiations with Butler Air Group, LLC ("Butler Aviation") (not a party hereto) regarding certain newly paved ramp space that is not presently under any lease or management agreement and is directly adjacent to overlaps McGill Aviation's leasehold, and is sometimes referred to as the transient parking apron. McGill Aviation's motion sought to enjoin that conduct. Third, for purposes of this temporary injunction hearing, McGill Aviation argued that the City repeatedly interfered with McGill Aviation's use and enjoyment of the Leased Premises, including taking significant portions of the leasehold, specifically paved ramp space available for aircraft tie-downs and operations of the FBO. McGill Aviation's motion sought to enjoin that conduct.

14. Specifically, the Court finds the following facts:

a. The City through its agents bulldozed a portion of McGill Aviation's paved ramp space generally identified as the shaded area on figure "A" of page 4 of Defendant's Exhibit 1

admitted at the evidentiary hearing, and was previously used by McGill Aviation and its predecessors for aircraft parking.

b. The City has taken another portion of McGill Aviation's paved ramp space identified as the shaded area depicted on figure "B" of page 5 of Defendant's Exhibit 1 admitted at the evidentiary hearing, referred to by Mr. Mearns as the taxiway area for which the City has charged rent paid by McGill Aviation during the past six years.

c. As established by City Manager Mearns testimony at the hearing, the City has interfered with and taken a third portion of paved ramp space leased to McGill Aviation for the purpose of the City constructing and operating a commercial T-Hanger at the airport that is immediately west and overlapping a portion of the shaded area figure F depicted on page 9 of Defendant's Exhibit 1.

d. The City on or about August 30, 2004, without notice to McGill Aviation, poured a cement pad and installed a 285-gallon diesel tank contiguous to the concrete portion of McGill Aviation's fuel farm located at the southeast corner/perimeter of the new/replacement fuel farm that is leased to McGill Aviation. As admitted to by the City in its Verified Complaint and Exhibits and by its City Manager at the hearing, the Lease grants McGill Aviation 14,400 square feet related to this FBO's Fuel Farm and fueling services provided, and the

Court finds there is a substantial likelihood that this unilateral installation by the City falls within the leasehold of McGill Aviation. The City agreed/stipulated at the October 29 hearing that the new fuel farm (as distinguished from the vacated fuel farm depicted on Defendant's Exhibit 1) is a portion of Defendant's existing leasehold that is covered by the Lease.

e. For purposes of this temporary injunction hearing, McGill Aviation has demonstrated a substantial likelihood that the City has breached the lease by taking additional grass leasehold and using that property, in part, to construct the Contiguous Paved Ramp Space and temporary parking apron also referred to as "Proposed Transient Aircraft Parking Apron" on page 4 of Defendant's Exhibit 5 that was prepared by Passero Associates, the City's Airport Consultant. Testimony was adduced at the hearing regarding a beacon and the City's Lease and the land in "cross hatch" or diagonal areas marked as Defendant's Exhibit 1 such that the newly paved ramp may overlap with McGill Aviation's existing lease.

15. Through the Arbitration Action, McGill Aviation seeks, inter alia, return of paved ramp space admittedly taken by the City, and requiring the City to promptly comply with the Lease by providing to McGill Aviation the 357,000 square feet of ramp space specified in the Lease. In other words, McGill Aviation

seeks to arbitrate and an award entered compelling the City to replace/return paved ramp space that was bulldozed or otherwise taken from the leasehold of McGill Aviation. In connection with seeking an award of specific performance, McGill Aviation seeks an arbitration award granting it a portion of the Contiguous Paved Ramp Space to make up for those portions of the Leased Premises which McGill Aviation alleges were either not provided to McGill Aviation or which were illegally taken by the City as more particularly described herein and in the Amended Motion for Temporary Injunction.

16. McGill Aviation seeks an order from this Court temporarily enjoining the City and its agents from (a) forcibly removing McGill Aviation from the Leased Premises and replacing McGill Aviation as an Airport FBO with Sheltair Aviation or another third party prior to the resolution of this action and the Arbitration Action; (b) entering into any agreement to lease, encumber, or otherwise dispose of the newly paved ramp space/transient aircraft parking apron adjacent to McGill Aviation in order to preserve the status quo, pending the outcome of the Arbitration Action; and (c) interfering in any way with McGill's leasehold rights prior to the resolution of the Arbitration Action.

17. As the City has verified in its Complaint, McGill Aviation is the fixed base operator at the Airport and provides



aviation services to Airport customers. See Verified Complaint, ¶4 ("The Premises are the Fixed Base Operator (FBO) facility at the City's airport."). Its removal from the Leased Premises and replacement as an Airport FBO prior to the resolution of the this eviction action or arbitration action would effectively put McGill Aviation out of business before its rights can be fully determined.

18. The newly paved ramp space is unique real property in that it is paved land, is presently available for use, and based on its unique location at a facility that is the only publicly owned, public access airport with paved runways in Nassau County, and overlaps to the existing long-term leasehold of McGill Aviation and portions are directly adjacent to the subject leasehold.

#### **Conclusions of Law**

A party seeking injunctive relief in Florida must demonstrate: (1) The likelihood of irreparable harm; (2) the unavailability of an adequate remedy at law; (3) substantial likelihood of success on the merits; and (4) considerations of the public interest. See Taylor v. Cesery, 717 So.2d 1112, 1114 (Fla. 1st DCA 1998). Because of the arbitration provision in Section XXVII of the Lease, this Court lacks jurisdiction to rule on the merits of McGill Aviation's claims against the City. However, by its Motion, McGill Aviation seeks an order

temporarily enjoining the City from interfering with its leasehold and preserving the status quo with respect to its exclusive possession and use of the Leased Premises pending the outcome of this action and the Arbitration Action, in which the City and McGill Aviation's rights and claims will be adjudicated. With respect to those matters for which the Court retains jurisdiction, the Court is satisfied that McGill Aviation has demonstrated all four elements sufficient to warrant entry of a temporary injunction.

First, because of the nature of McGill Aviation's business as the fixed base operator at the Airport, given the fact that all land is unique, and given the evidence of the City's takings of certain portions of McGill Aviation's lease through the testimony of the City Manager, this Court determines that irreparable harm will result if the City is permitted to (a) forcibly remove McGill Aviation from the Leased Premises prior to the resolution of this action and the Arbitration Action, (b) to lease, encumber or otherwise dispose of the newly paved ramp space pending the outcome of the Arbitration Action and this action, or (c) to otherwise interfere with McGill Aviation's leasehold prior to the determination of this action or the Arbitration Action.

The premature removal of McGill Aviation from the Leased Premises and its replacement as Airport FBO would have

irreversible consequences. McGill Aviation's very business identity is tied to its role as the Airport FBO, and it would be forced to cease operations altogether and terminate eleven trained employees if the City improperly expelled it from the leasehold. The absence of other available paved land, similarly suitable, on the Airport property would prevent McGill Aviation from obtaining relief from the harm alleged in the Arbitration Action. Finally, unless the City is enjoined from otherwise interfering with McGill Aviation's leasehold during the pendency of this action and the Arbitration Action, it would impair the exclusive possession, full use, and enjoyment of McGill's leasehold to the extent that McGill Aviation could be constructively evicted from the Leased Premises.

Second, McGill Aviation does not have an adequate remedy at law to otherwise stop the City from continuing to take portions of its leasehold. If the City continued to encroach and interfere with the leased premises, and prematurely remove McGill Aviation from the leasehold, McGill Aviation would cease to exist as the FBO. Under Florida law, all land is considered unique, and money damages are not an adequate remedy to compensate one who has been denied the interest in land for which he contracted. See Henry v. Ecker, 415 So.2d 137, 140 (Fla. 5th DCA 1982); Bilow v. Benoit, 519 So.2d 1114, 1117 n.1 (Fla. 1st DCA 1988). In this case, McGill Aviation has 14 years

remaining on it lease of 458,000 square feet of land (not accounting for the square feet taken by the City as established by Mr. Mearns testimony). Therefore, money damages would not be an adequate remedy for the illegal encroachments into the leasehold and resulting loss of land if McGill Aviation proves its claims in the Arbitration Action. Moreover, if the arbitrator awards specific performance as it may, see Brasington v. EMC Corp., 855 So.2d 1212, 1217 (Fla. 1<sup>st</sup> DCA 2003) ("Arbitrators regularly award injunctive relief on behalf of claimants, *see Gilmer*, 500 U.S. at 32, 111 S.Ct. 1647 (noting that **arbitrators** do have the **power** to fashion **equitable relief**"), by returning to McGill Aviation certain paved ramp space, including proposed transient aircraft parking apron depicted in the center part of the shaded area on page 4 of Defendant's Exhibit 5, no adequate remedy at law could replace that land to McGill Aviation if the City is permitted to lease or dispose of the those portions of the newly paved ramp space identified herein. In that event, its "damages [could not] be reasonably measured" and "calculation of [its] money damages would be speculative, thereby establishing the inadequacy of a legal remedy." Thompson v. Planning Commission of City of Jacksonville, 464 So.2d 1231, 1237 (Fla. 1st DCA 1985) (damages not capable of adequate measurement when "too many uncertainties and variables involved."). In fact, Florida law recognizes that

specific performance is a preferred remedy when addressing interests in land. Citing to two authorities, Bell v. Alsip, 435 So.2d 840, 842 (Fla. 4th DCA 1983) reversed and remanded for entry of specific performance in favor of the sellers, and stated:

"Real estate is unique. ... Money damages upon breach of a purchase and sale agreement adequately compensates neither a seller, burdened with ownership, nor a buyer, deprived of ownership and possession. Specific performance is uniquely capable of rectifying the breach of such a contract."

Third, McGill Aviation has established a substantial likelihood of prevailing on the merits of its underlying claims. In Florida, "[a] substantial likelihood of success on the merits is shown if good reasons for anticipating that result are demonstrated." City of Jacksonville v. Naegele Outdoor Advertising Co., 634 So.2d 750, 753 (Fla. 1st DCA 1994), aff'd, 659 So.2d 1046 (Fla. 1995). Here, McGill Aviation has demonstrated through the testimony of Robert Mearns and admissions in the pleadings, and exhibits introduced at the hearing to establish its clear legal right to the relief requested. Id. As to McGill Aviation's possession and use of the Leased Premises, the City cannot actually or constructively remove McGill Aviation from its leasehold or otherwise replace it as Airport FBO until this Court grants judgment for

possession pursuant to Sections 83.20 and 83.231, Florida Statutes.

On the issue of the Contiguous Paved Ramp Space, the terms of the Lease and Assignment give McGill Aviation a clear legal right to lease 357,000 square feet of paved ramp space, yet McGill Aviation has demonstrated that it may not be enjoying all of the land that it is entitled to under the Lease. The evidence presented in this matter shows that the City and McGill Aviation are parties to a valid lease agreement, and the City testified regarding correspondence introduced at the hearing that it has taken portions of the paved ramp space included McGill Aviation's leasehold, and for which the City has charged McGill Aviation rent. McGill Aviation has demonstrated a substantial likelihood of success on the merits of its claims regarding the City's repeated interference with the leasehold.

Fourth, the public interest will be served by entering a temporary injunction. Equity supports entry of a temporary injunction to preserve the *status quo* pending the resolution of this action and the Arbitration Action. See Pescod v. Wells Road Veterinary Medical Center, Inc., 748 So.2d 1095, 1098 (Fla. 1st DCA 2000) ("[t]he general purpose of a temporary injunction is to preserve the status quo until full relief can be granted in a final hearing"). Moreover, public interest considerations weigh against issuance of a temporary injunction only "[w]here

the potential injury to the public outweighs an individual's right to relief." Dragomirecky v. Town of Ponce Inlet, 2004 WL 2071202, --- So.2d --- (Fla. 5th DCA 2004), 29 Fla. L. Weekly D2091.

Given the testimony adduced to date through the City Manager and the prospect that this Court or the arbitrator may finally determine that the City has breached its obligations to McGill Aviation under the Lease, it would be inequitable to allow the City to remove McGill Aviation from its leasehold, or to otherwise interfere with McGill Aviation's exclusive possession of its leasehold with the City and to preserve the *status quo* pending determination of the parties' rights in this action and the arbitration proceeding.

Here, McGill Aviation's showing of the City's bulldozing a portion of its leasehold and right to relief far outweighs any potential injury to the public. Indeed, temporary injunctive relief in this case safeguards several important public interests. Florida's public policy favors enforcement of contracts between parties who bargain at arms length. Moreover, federal public policy, as evidenced by applicable Federal Aviation Administration (FAA) rules and regulations, favors the growth, development, and underlying stability of the civil aviation industry in the United States. The Court concludes

that temporary injunctive relief to preserve the status quo supports those public policy goals.

Based upon the evidence of takings and the equities, and after careful consideration of an appropriate amount for bond, this Court determines that a \$2,500 bond is reasonable.

This Court has ample precedent to enter a temporary injunction as part of an eviction action. See e.g., Lingelbach's Bavarian Restaurants, Inc. v. Del Bello, 467 So.2d 476, 479 (Fla. 2d DCA 1985) (party's "imminent jeopardy of being evicted from the premises...manifestly warranted the trial court's injunctive decree maintaining the status quo pending the outcome of the basic lawsuit."). As such, and having carefully considered the evidence, the Court finds that a temporary injunction is warranted against the City. Such injunction is appropriate and necessary to preserve the "last peaceable noncontested condition that preceded the controversy." Bailey v. Christo, 453 So.2d 1134, 1137 (Fla. 1st DCA 1984).

Accordingly, it is FOUND, ORDERED and ADJUDGED as follows:

1. The City, by and through its officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of the injunction, is temporarily enjoined from removing or attempting to remove McGill Aviation from its leasehold at Fernandina Beach Municipal Airport pending further order of this



Court. As to the City's attempt to evict McGill Aviation, the City has stipulated that separate and apart from prosecuting its eviction proceeding and participating in the arbitration proceeding, the City is enjoined from taking any other action to evict or forcibly remove McGill Aviation from its leasehold. Ruling text @ 3-4.

2. The City, by and through its officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of the injunction, is temporarily enjoined from negotiating or entering into any agreement with other service providers that sell, lease, encumber, transfer, gift, use or otherwise dispose of any interest in McGill Aviation's leasehold as defined by page 1 of Defendant's Exhibit 1 excluding the vacated fuel farm to the east of the McGill's primary leasehold, and including the new fuel farm located to the west of McGill's primary leasehold at Fernandina Beach Municipal Airport, but only to that extent. The City is not enjoined from negotiating or contracting with other service providers or fixed based operators who use airport property separate and apart from McGill Aviation's leasehold as shown in Exhibit 1 attached hereto and as modified herein. Ruling text @ 21.

3. The City, by and through its officers, agents, servants, employees, attorneys including its City Manager and

City Commission, and those persons in active concert or participation with them who receive actual notice of the injunction, are temporarily enjoined from taking, interfering or using any portion or interest of McGill Aviation's leasehold as defined herein. This prohibition on interfering with McGill Aviation's leasehold includes but is not limited to the following actions:

a. Taking, bulldozing, encroaching, blocking access, unnecessarily delaying repairs, or otherwise impairing McGill Aviation in its full use and enjoyment of its leasehold, and in particular its paved ramp space and new fuel farm excluding the bulldozed area identified as figure A to Defendant's Composite Exhibit 1, and the taxiway area identified as figure B to Exhibit 1, and the small area identified by Mr. Mearns located in the southwest portion of the remaining paved ramp space adjacent to the City's T-hangars, and the City shall be prohibited from using any portion of same for commercial purposes. Pursuant to this temporary injunction, McGill Aviation shall have the exclusive right of possession and use of the fuel farm.

b. Utilizing, servicing, providing or restricting access to, relocating, or otherwise interfering in any way with the fuel farm that is part of McGill Aviation's leasehold, and where the current fuel tanks are located.

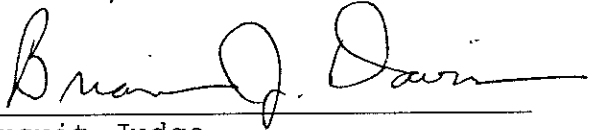
4. With regard to the Transient Aircraft Parking Apron, and the Court's ruling enjoining the City from encroaching upon McGill's lease depicted in Exhibit 1, and evidence introduced that it is only a portion of the newly paved ramp area that may be encroaching on McGill Aviation's Leasehold (Ruling text @ 11), the Court questioned whether it was possible for the parties to identify this area with more particularity in that, based on the rough drawings admitted (Defendant's Exhibit 1), a part of the newly paved area appears to be overlapping (Ruling text @ 12) with McGill Aviation's leasehold. It is necessary to identify said overlap with a reasonable degree of certainty so that the Order is enforceable and to maintain the status quo in its entirety. The parties have been unable to agree on this overlap issue, and request a hearing to settle this overlap issue for purposes of this Order. (Ruling text @ 22). Said hearing shall be granted upon reasonable notice, if necessary.

5. McGill Aviation and the City may, without prejudice, seek by further order of the Court to revisit the above rulings regarding the leasehold interest or adjacent land to the leasehold.

6. No bond shall be required of McGill Aviation so long as it timely pays disputed rents into either the Court's Registry or a depository agreed to by all parties.

7. The temporary injunction was effective as of the time of the Court's ruling at 5:15 p.m. on October 29, 2004. Timeframes for appeal purposes shall run from the date of the Court's written order.

**DONE AND ORDERED** at Nassau County Courthouse, Fernandina Beach, Florida, this 12<sup>th</sup> day of November, 2004.

  
Circuit Judge

**Conformed copies to:**

James W. Middleton, Esq.  
Rogers Towers, P.A.  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, Florida 32207  
Attorneys for McGill Aviation Corporation

Michael J. Roper, Esq.  
Bell, Leeper & Roper, P.A.  
Post Office Box 3669  
Orlando, Florida 32802

Clerk of the Nassau County Circuit Court

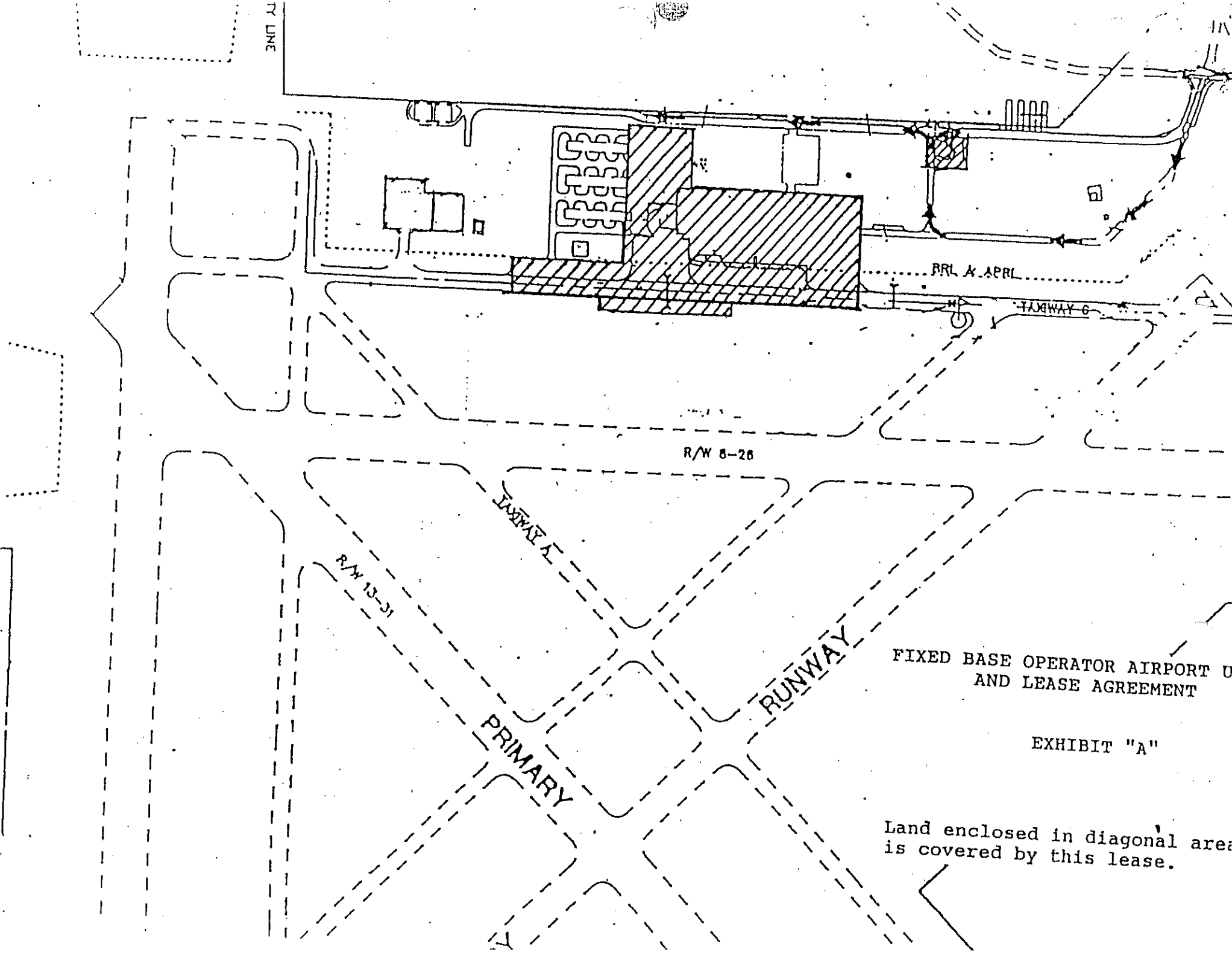
City of Fernandina Beach Police Chief  
204 Ash Street  
Fernandina Beach, Florida 32034

City of Fernandina Beach Fire Chief  
204 Ash Street  
Fernandina Beach, Florida 32034

Fernandina Beach City Commission  
through its City Manager, Robert Mearns  
204 Ash Street  
Fernandina Beach, Florida 32034

City Attorney  
204 Ash Street  
Fernandina Beach, Florida 32034

**EXHIBIT "1"**



TY LINE

PRL & APRIL

TAXIWAY C

R/W 8-28

R/W 13-31

PRIMARY

RUNWAY

FIXED BASE OPERATOR AIRPORT U  
AND LEASE AGREEMENT

EXHIBIT "A"

Land enclosed in diagonal area  
is covered by this lease.

- d. Hauling of passengers, cargo and mail for hire in the capacity of a licensed air taxi service;
- e. Repairing, assembling or disassembling of aircraft, aircraft engines and airframes;
- f. Servicing of aircraft, aircraft engines, radio and communications and navigation equipment;
- g. Training of pilots;
- h. Storing and tying down of aircraft and other equipment;
- i. Providing separate lounge facilities for the convenience of its air crews and other patrons;
- j. Providing a courtesy car;
- k. Sale from vending machines located within the Fixed Base Operation Terminal, hereinafter referred to as "FBO Terminal," of convenience foods, amenities and non-alcoholic beverages, provided; however, that such shall be limited to its patrons and employees and such shall not be conducted as a public restaurant operation.

ARTICLE IV. LEASED PREMISES

Lessor does hereby grant, demise and lease unto Lessee the following described parcels of land, along with all improvements situated thereon (herein referred to as "Leased Premises"), in their existing condition, as set forth on Exhibit A, which is attached hereto and is made a part hereof:

<u>ITEM</u>	<u>SQUARE FEET</u>	<u>LEASED PREMISES</u> <u>LAND</u>
A	8,000	Hangar No. 1 (4800 sq ft) & FBO Facilities (3200 sq ft)
B	357,000	Ramp and Aircraft Aprons (paved) adjacent to both Hangar 1 and Hangar No. 2
C	78,600	Grassed and Unimproved Areas

ITEM      SQUARE FEET      LEASED PREMISES

D      14,400      Fuel Storage Area (entire area)

E      458,000      Total Land

BUILDINGS

F      8,000      Hangar No. 1 and FBO Facilities

AIRCRAFT PARKING AREAS

G      357,000      Paved Ramps & Aircraft Parking Aprons

H      17,400      Grassed Areas & Aircraft Parking Aprons

FUEL STORAGE FACILITIES

I      2,500      Fuel Tanks; Pumps and Other Equipment

ARTICLE V: COVENANTS BY LESSEE IN ITS USE OF LEASED PREMISES

Lessee acknowledges that it has been granted the rights and privileges set forth herein, conditioned on its covenant to conduct its business on the Leased Premises and elsewhere on Airport in accordance with the following standards and others prescribed by the Federal Aviation Administration and other governmental bodies having jurisdiction over the operation of Airport:

1. Lessee will require its employees to maintain a clean, neat and orderly appearance in person and in uniform and to carry out their duties in a competent, efficient and courteous manner.
2. Lessee will provide adequate numbers of trained personnel on duty at the times prescribed herein, to insure that its various services provided for herein will be prompt and efficient so as to merit good customer relations and a strong desire on their part to continue to do business with Lessee on Airport.
3. Lessee will not permit any action on the Leased Premises that has an adverse effect, or interferes, with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation, or protection of Airport, or its surrounding areas and will not pollute such in any way.



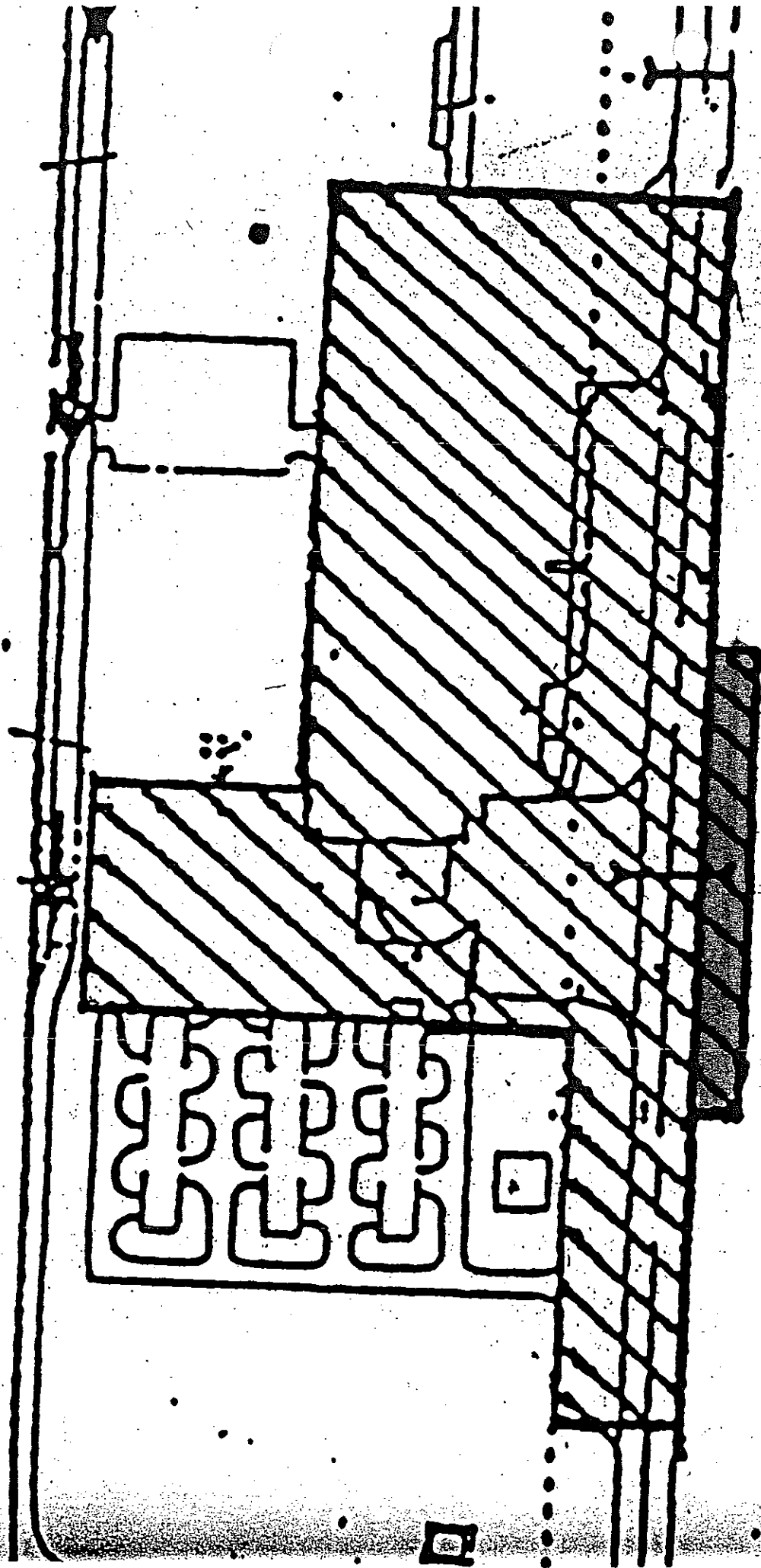


Fig A

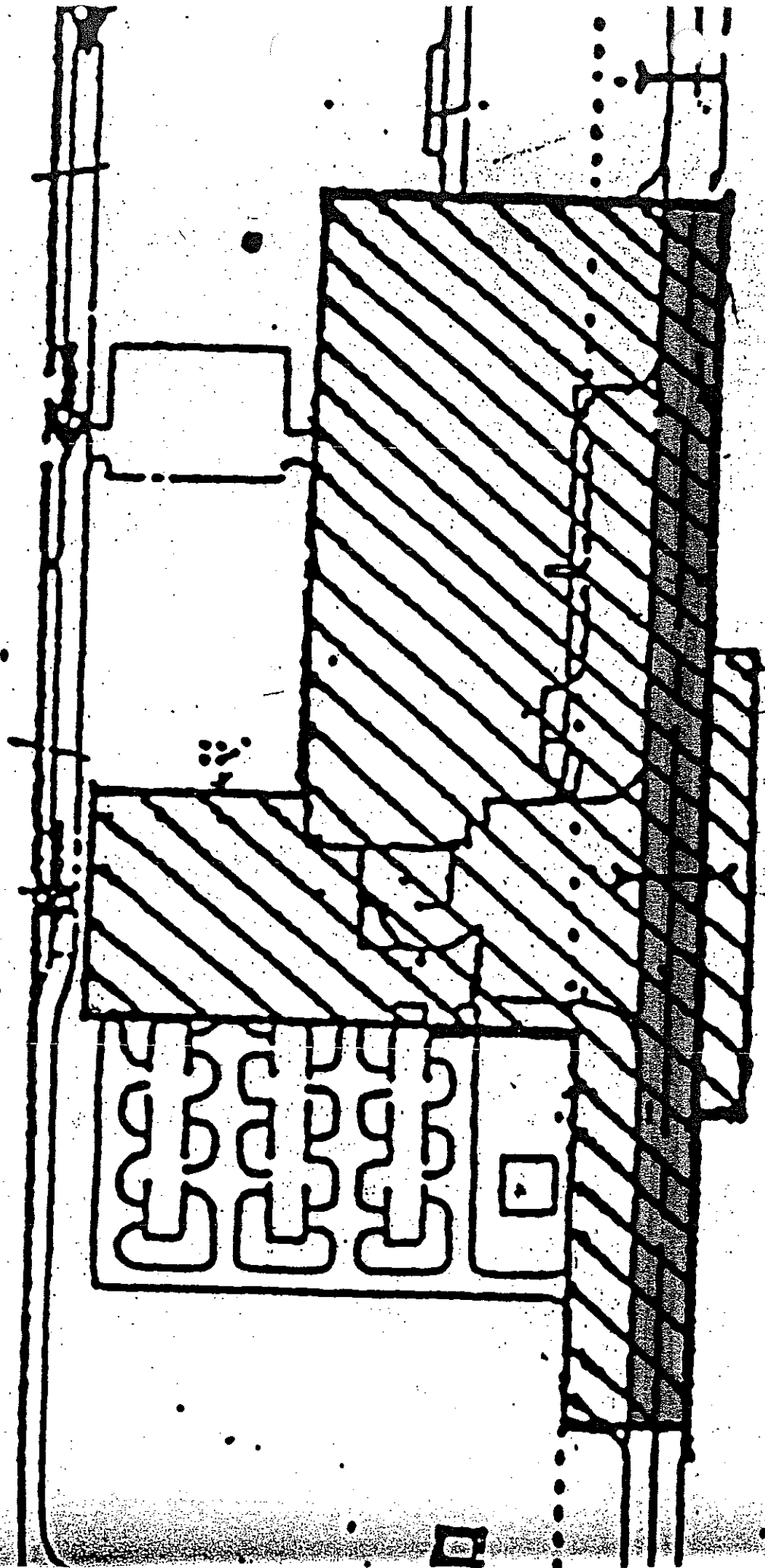


FIG B

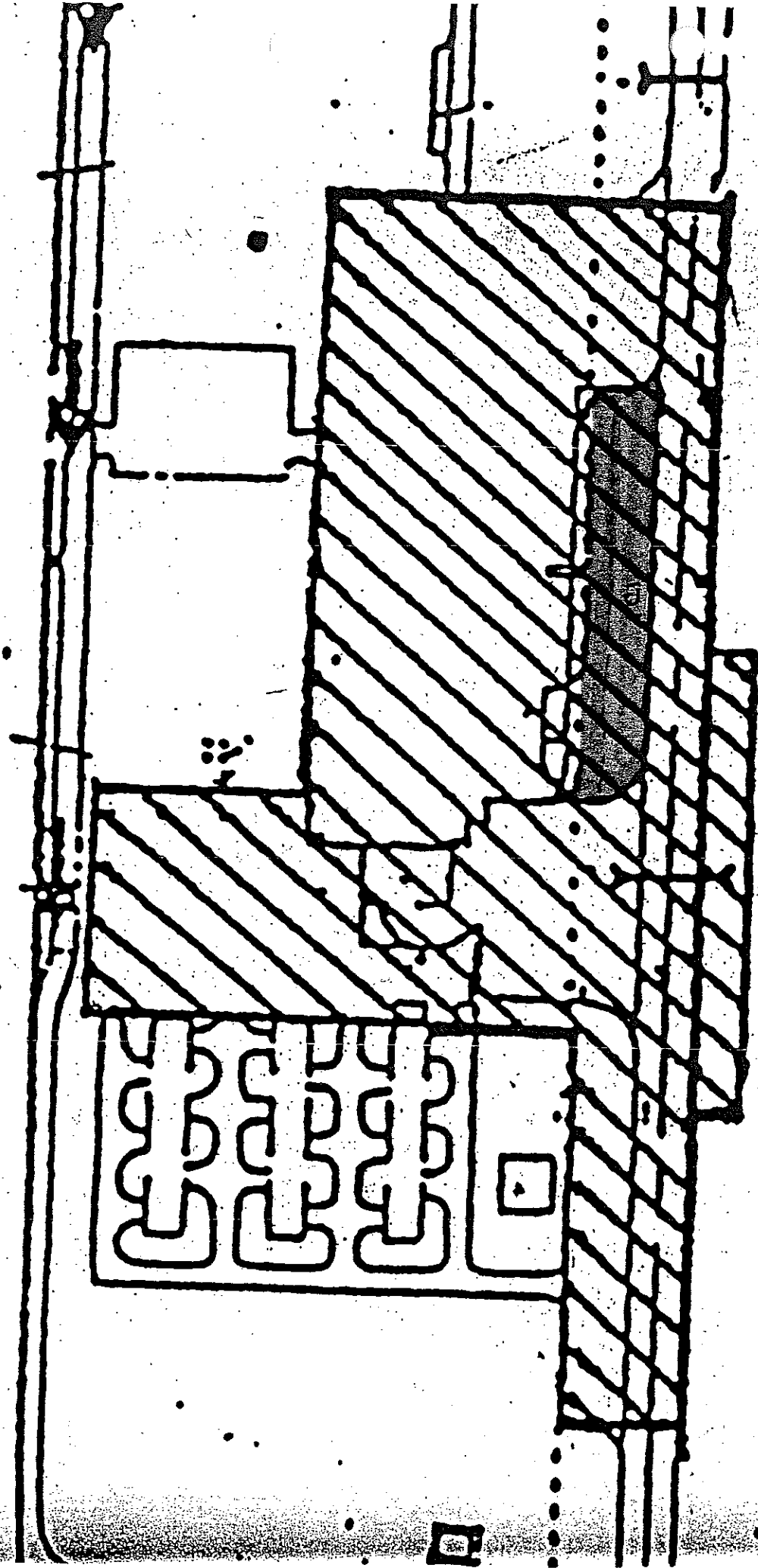


Fig C + C'

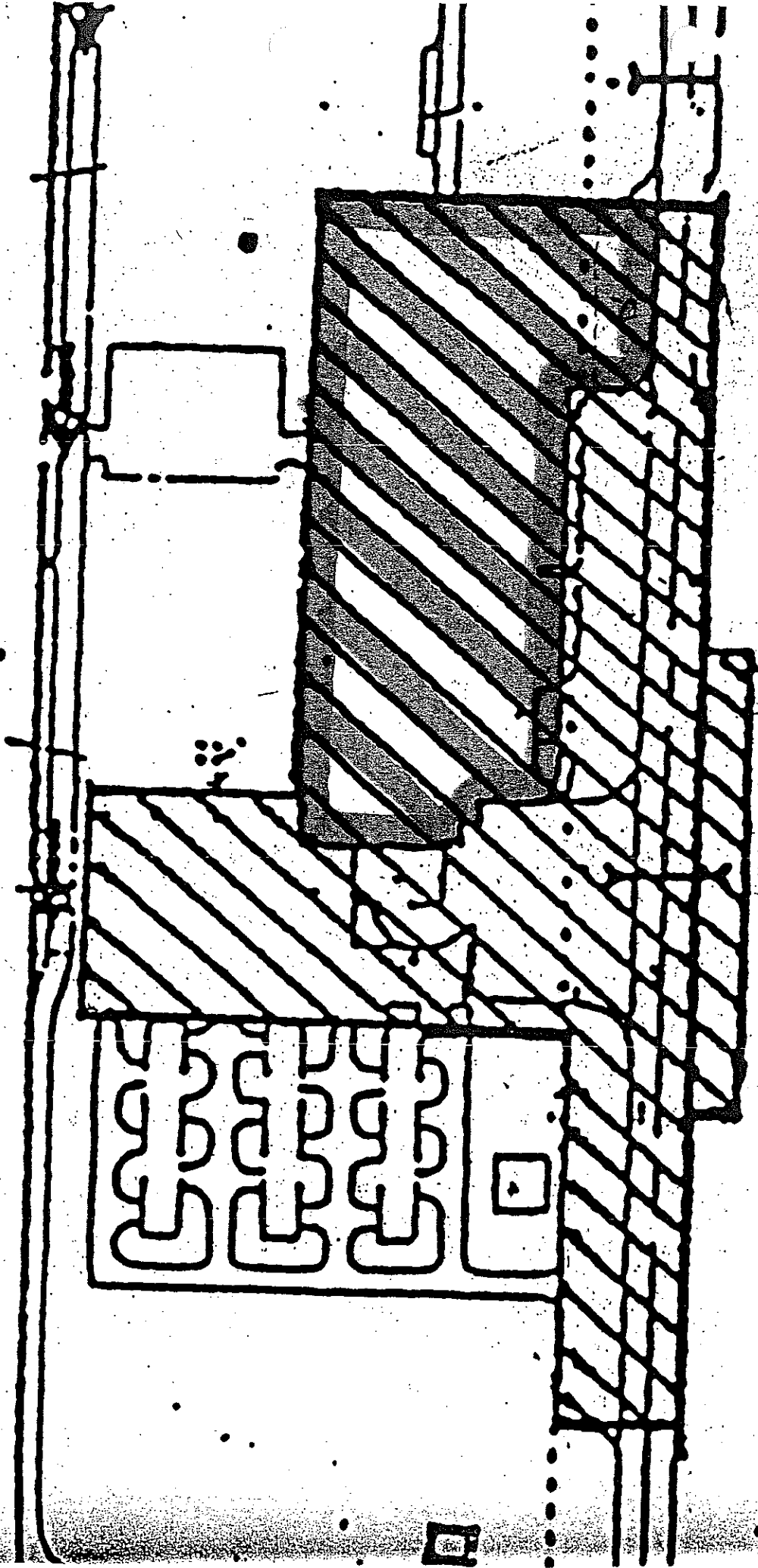


FIG. D-D'

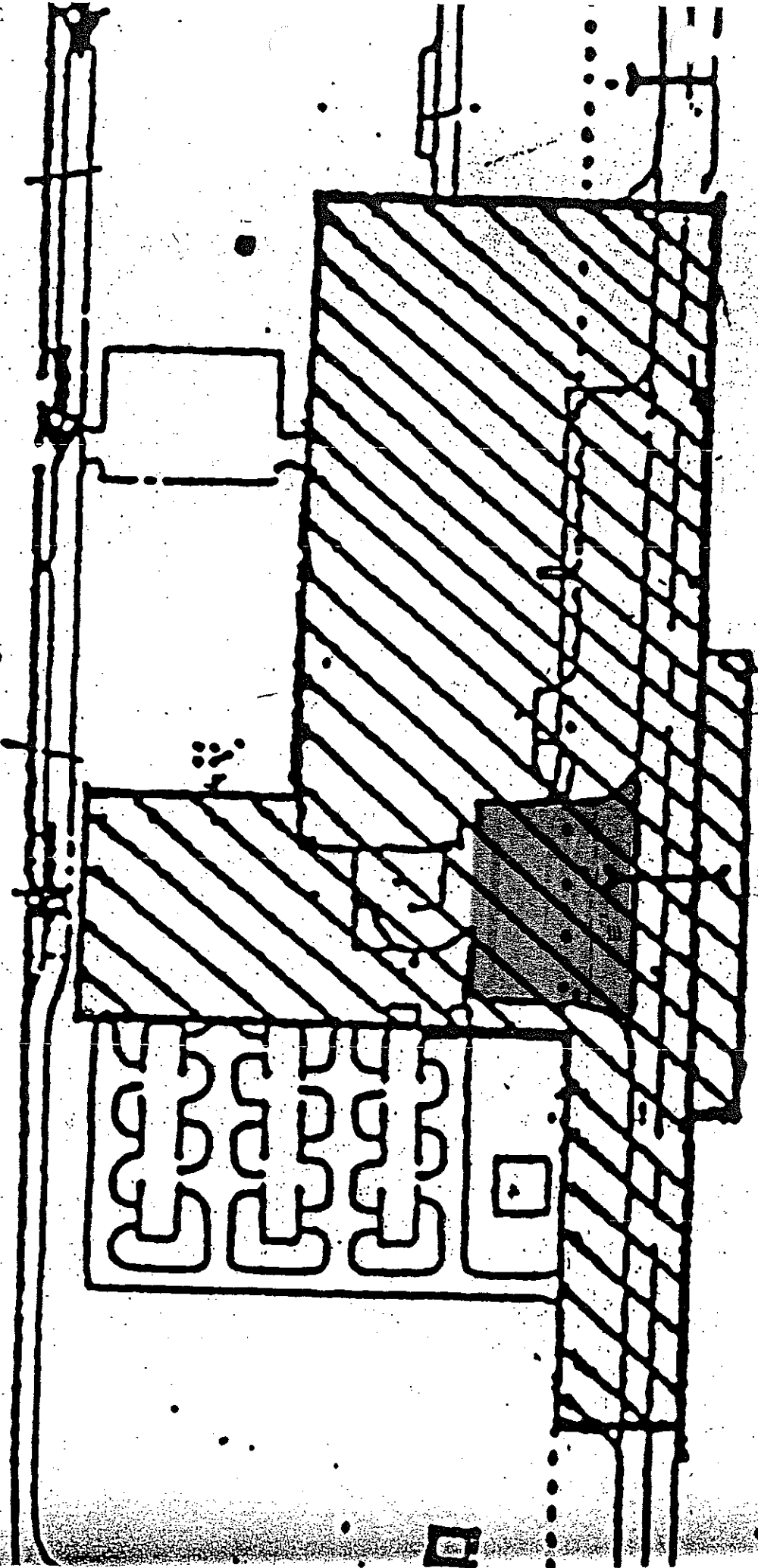


Fig. 10-10

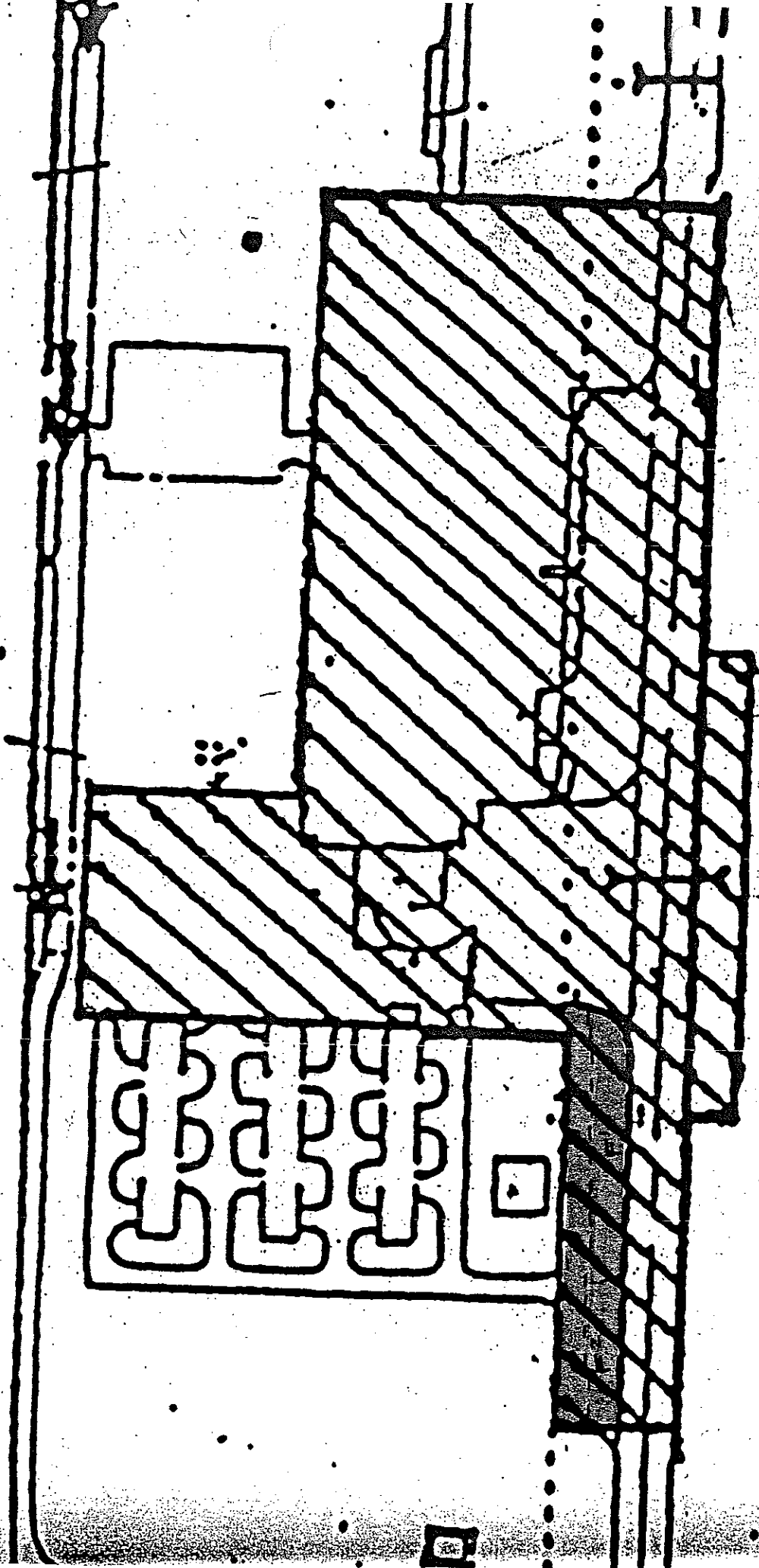


FIG F, F' + F<sup>2</sup>