

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

**1. WORDING FOR AGENDA:**

Request Board approve an Addition to Fuel System Agreement with Southwest Airlines Co.

**2. SUBJECT CATEGORY:**

Budgeting, Purchases, Contracts, and Agreements

**3. MEETING DATE:**

**10-18-2005**

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC

**TIME REQUIRED:**  
(Public Only)

**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

**A. (ALL REQUESTS)**

NAME Benjamin R. Siegel

DEPT. Administration

**B. (PUBLIC ONLY)**

CITIZEN NAME \_\_\_\_\_

CITIZEN PHONE \_\_\_\_\_

**7. BACKGROUND:**

In 1982, Lee County entered into a Fuel System Agreement with certain participating airlines (known as "Fueling Airlines"), providing for the construction of a fuel farm and hydrant fueling system as part of the initial construction of the Southwest Florida International Airport (RSW) and certain rent and other payments to the Authority. The Fueling Airlines regulate the use of the fuel system amongst themselves via a Fuel System Interline Agreement.

The Fuel System Agreement, as amended, allows other scheduled airlines that signed an airport use agreement to join as additional Fueling Airlines by:

1. Paying the "Buy-In Amount" of \$45,000 to the existing Fueling Airlines;
2. Entering into an agreement with the Authority, agreeing to become bound by the Fuel System Agreement as a Fueling Airline and assume the obligations of a Fueling Airline; and
3. Agreeing to become a party to the existing Fuel System Interline Agreement (which is amongst the Fueling Airlines).

Southwest Airlines Co. has just become a participating airline at RSW by signing an "Airport Use Agreement with Southwest Florida International Airport" which was approved by the Board on September 12, 2005. They have signed the proposed Addition to Fuel System Agreement, which, when approved by the Board, will satisfy item 2 above, and have agreed to satisfy items 1 and 3 above within 90 days of the date of this agreement.

Southwest Airlines Co. will join eleven (11) other airlines as current Fueling Airlines: American, ATA, Continental, Delta, Northwest, Spirit, United, US Airways, LTU, AirTran, and Independence Air.

**8. RECOMMENDED ACTION:**

Recommend Board approve an Addition to Fuel System Agreement with Southwest Airlines Co.

**9. RECOMMENDED APPROVAL**

DIVISION DIRECTOR


GENERAL SERVICES

FINANCE

PORT ATTORNEY

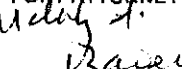
DEPUTY EXECUTIVE DIRECTOR

EXECUTIVE DIRECTOR













**10. SPECIAL MANAGEMENT COMMITTEE ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

\_\_\_\_\_  
Chairman

**11. PORT AUTHORITY ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

## CONTRACT SUMMARY

Permittee: Southwest Airlines Co.  
2702 Love Field Drive  
Dallas, TX 75235

Type of Agreement: Addition to Fuel System Agreement

Leased Premises: Fuel System (leased to all Fueling Airlines as joint tenants)

Allowed Activity: Fueling Airline

Term of Agreement: Expires on or about May, 2008

Rent and Fees: Buy-in amount of \$45,000.00; plus calendar month charge equal to E as calculated in accordance with the following formulas:

$E = S \times Y$ ;

Where S is the percentage for each of the Fueling Airlines (equal to such Airline's percentage of the total volume of fuel put through the Fuel System by all Fueling Airlines, in the second calendar month preceding the calendar month in which payment is to be made, except if no fuel is put through the Fuel System in that month S shall be the same percentage for all Fueling Airlines and equal to the inverse of the number of Fueling Airlines and except further if a Fueling Airline has put through no fuel in that month, S for such Fueling Airline shall be equal to S for the Fueling Airline that put through the smallest volume of fuel that month, or if specifically so provided as defined in the Fuel System Interline Agreement if approved by the Authority.

$Y = 1/12( + KPC + M + A)$ ;

Where R is the annual ground rent for the Fuel Storage Area

K equals

0.928 for the first five (5) years after the Initial Completion Date;

1,000 for the second five (5) years after the Initial Completion Date;

1,100 for the period after the first ten (10) years from the Initial Completion Date;

P equals the ratio of (a) the debt service on the F.S. Bond Issue payable in the year to which the charge relates divided by (b) the principal amount of the F. S. Bond Issue less the sum of the insurance premiums, issuance expense, and all discounts paid from the proceeds of such issue.

The F. S. Bond Issue is the third series of revenue bonds secured in part by revenues from the Airport, or if no such series is issued prior to the Regional Airport Operational Date, the second series of

such revenue bonds.

C is the Recognized Cost of the Fuel System.

M is the annual cost (current at the time) of insurance covering the Fuel System from loss by all insurable hazards.

A is the annual amount to be added for Approved Additions (at the request or with the approval of a Majority In Interest) of the Fueling Airlines, Authority shall have the right to construct and install additions to the Fuel System); and if a Majority In Interest of the Fueling Airlines and Authority shall agree upon an annual amount A, or on a formula for computing A, that will compensate the Authority for the cost of constructing the Approved Addition and finance such cost over the period of time over which A shall be payable, all Fueling Airlines shall be bound by such agreement and each Fueling Airline shall pay charges that include A as provided above.

$$R = F \times Z$$

Where F is the total area in the Fuel Storage Area in square feet.

Z is the annual ground rental rate in dollars per square foot, which for the first five (5) years after the Initial Completion Date shall be \$.04 and for each five (5) year period thereafter shall be such rate as is established by Authority, provided that the rate may not be increased more than 10% in each five (5) year period.

Each Fueling Airline shall pay (without invoice therefor) its monthly charge E on or before the 10<sup>th</sup> day of the calendar month immediately following the calendar month to which the charge relates and at the same time submit to Authority a statement showing the volume quantity of fuel put through the Fuel System by each Fueling Airline in the month to which the charge relates. Any monthly charge E not paid on or before the due date shall bear interest at 15% per annum until paid.

Security/Perf. Guaranty: N/A

Insurance Requirements: CGL including Aviation Liability Insurance, blanket contractual liability insurance, products/completed operations, independent contractor and broad form property damage with a combined single limit of not less than \$50 million dollars per occurrence; Liability Insurance not less than \$50 million dollars per occurrence and \$50 million dollars aggregate; WCI \$100,000; Property insurance on each Fueling Airline's personal property at replacement cost.

***Note: This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.***

## ADDITION TO FUEL SYSTEM AGREEMENT

THIS AGREEMENT is entered into as of \_\_\_\_\_, 2005, between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida ("Authority"), and **SOUTHWEST AIRLINES CO.**, a Texas corporation ("Airline").

### Background

Lee County entered into a Fuel System Agreement with certain other airlines, dated January 4, 1982, for a fuel system at Southwest Florida International Airport (then known as Southwest Florida Regional Airport). Southwest Florida International Airport is now operated by the Authority as agent of Lee County. Paragraphs 10 and 11 of said Fuel System Agreement, as amended, provide a mechanism for additional airlines to become a "Fueling Airline" subject to the terms and conditions of said agreement. Airline has duly executed an Airport Use Agreement and desires to become a Fueling Airline, as provided for in said Fuel System Agreement, as amended, by paying the existing Fueling Airlines the "Buy-In Amount" and becoming a party to any existing Fuel System Interline Agreement.

NOW THEREFORE, the Authority and Airline hereby agree as follows:

1. Airline agrees that it will, within ninety (90) days of the date of this agreement: (a) pay to the existing Fueling Airlines the sum of \$45,000.00, representing the Buy-In Amount; and (b) become a party to any existing Fuel System Interline Agreement.
2. Airline agrees that, immediately upon satisfying the requirements of numbered paragraph 1 above, Airline will become a party to the Fuel System Agreement dated January 4, 1982, attached hereto as Exhibit AA and as amended by Exhibit AAA, and become bound, as a Fueling Airline, to the Authority, and thus assume all obligations of a Fueling Airline thereunder.
3. If Airline fails to comply with the requirements of paragraph 1 above, within the time indicated, then this "Addition to Fuel System Agreement" will become null and void.
4. Airline shall promptly provide the Authority with the documentation necessary to show

Airline's full compliance with paragraph 1 above.

5. Airline recognizes that the Port Authority has received MII (Majority-In-Interest) approval from the Participating Airlines to proceed with the design and construction of the Midfield Terminal Project, which included expansion of the Hydrant Fueling System to the new Midfield Terminal. Airline agrees that it shall be conclusively deemed to have cast an affirmative vote to approve the expansion of the Hydrant Fueling System to the Midfield Terminal as an "Approved Addition" as defined in Section 12 of the Fuel System Agreement included as Exhibits AA and AAA to this agreement.

WHEREFORE, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

**SOUTHWEST AIRLINES CO.**  
(Airline)

By: [Signature]

Name: Rob Myler

Title: V.P. Fuel Management  
(corporate seal)

Witnessed by:

[Signature]

Witness signature

James E. Stevenson

Print name of witness

**LEE COUNTY PORT AUTHORITY**  
(Authority)

By: \_\_\_\_\_  
Chairman or Vice Chairman,  
Board of Port Commissioners

Attest:  
Charlie Green, Clerk

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form:

By: \_\_\_\_\_  
Port Authority Attorney

FUEL SYSTEM AGREEMENT  
SOUTHWEST FLORIDA REGIONAL AIRPORT

THIS AGREEMENT, entered into as of January 4, 1982, by and between Lee County, a political subdivision of the State of Florida ("County") on the one hand and the Fueling Airlines, namely Delta Air Lines, Inc. ("Delta"), a Delaware corporation, Eastern Air Lines, Inc. ("Eastern"), a Delaware corporation, Northwest Airlines, Inc. ("Northwest"), a Minnesota corporation, Pan American World Airways, Inc. ("Pan Am") a Delaware corporation, and United Airlines, Inc. ("United") a Delaware corporation, on the other hand

WITNESSES

WHEREAS, each of the Fueling Airlines plans to serve Southwest Florida Regional Airport ("the Airport") as a regularly scheduled and certificated common carrier by air of passengers, mail and property and each has entered into an Airport Use Agreement, dated or amended as of November 1, 1979 ("Airport Use Agreement") with County covering its right to use the airfield of the Airport, certain aircraft parking positions on the aprons of the terminal on the Airport and certain space in the terminal of the Airport and thereby has qualified itself as a Participating Airline as defined in its Airport Use Agreement:

WHEREAS, the Fueling Airlines desire that County acquire, design, construct and install on the Airport a fuel system ("Fuel System") for the use of the Fueling Airlines and others, the Fuel

System to be a part of the Initial Stage of the Airport, as defined in the Airport Use Agreements, and County is willing to acquire, design, construct and install the Fuel System in consideration of the obligations herein undertaken by the Fueling Airlines:

NOW THEREFORE, the parties hereto hereby agree as follows;

1. County shall construct and install the Fuel System in accordance with designs and specifications prepared by it that satisfy the Scope Description contained in Exhibit A, which is attached hereto and made a part hereof, and that are approved by a Majority In Interest of the Fueling Airlines, such approval not to be unreasonably withheld. Title to the Fuel System shall be in County at all times.

2. The Fuel System shall include hydrant fueling positions for all aircraft parking positions on the passenger terminal apron and a Fuel Storage Area on which will be constructed and installed tanks, pumps and other machinery and improvements as part of the Fuel System, such Fuel Storage Area to be located as shown on Exhibit B, which is attached hereto and made a part hereof.

3. On the Regional Airport Operational Date (as defined in the Airport Use Agreements) or upon completion of the Fuel System, whichever last occurs (the "Initial Completion Date"), each of the Fueling Airlines shall become a lessee in common of the Fuel Storage Area and shall have the right to use all portions of the Fuel System in common with all of the other Fueling Airlines.

4. Subject to the following requirements and limitations, the use of the Fuel System shall be regulated by the Fueling Airlines pursuant to a written agreement ("Fuel System Interline

Agreement") entered into by all of the Fueling Airlines, which agreement may be amended from time to time as therein provided but which shall not be effective until approved by County, such approval not to be unreasonably withheld".

a. No rule, regulation, or practice shall unreasonably discriminate against any one or more of the Fueling Airlines.

b. The operation and maintenance of the Fuel System, and all practices in connection therewith, shall comply with County's reasonable requirements relative to the environment on or nearby the Airport and the safety of persons or property on the Airport.

c. Any Participating Airline, as defined in the Airport Use Agreements, shall have the right to become a Fueling Airline as provided in paragraph 10 hereinbelow.

d. The Fueling Airlines shall have the non-exclusive right and the obligation to provide into-plane fueling service (but not necessarily to include the sale of fuel) to all common carriers by air refueled on the passenger terminal ramp at a price determined in accordance with the Fuel System Interline Agreement in effect at the time.

5. The Fueling Airlines together shall be responsible, at their own cost and expense, to operate, maintain and repair the Fuel System and shall at all times keep the Fuel System in safe and good operating order and condition. The Fueling Airlines shall share such cost and expense as they themselves may determine provided that the method of sharing such cost and expense may not unreasonably discriminate against one or more of the Fueling Airlines. County shall have no responsibility for the operation, maintenance, or repair of the Fuel System.



6. The Fueling Airlines shall select from a list of operators proposed by the Fueling Airlines and acceptable to County one person, firm, or corporation, to operate and maintain the Fuel System and an into-plane fueling service for aircraft using the passenger terminal apron, excepting only such aircraft as may be excepted by County because of their small size, their use of a type or grade of fuel not available from the Fuel System, or other good cause.

7. Commencing on the Initial Completion Date and continuing until termination of this agreement, for use of the Fuel System, each of the Fueling Airlines shall pay to County each calendar month a charge equal to E as calculated in accordance with the following formulas:

$$E = S \times Y$$

Where: S is the percentage for each of the Fueling Airlines as stated in Exhibit C, which is attached hereto and made a part hereof.

$$Y = 1/12(R + KPC + M + A)$$

Where: R is the annual ground rent for the Fuel Storage Area.

K equals - 0.928 for the first 5 years after the Initial Completion Date.

1.000 for the second 5 years after the Initial Completion Date.

1.100 for the period after the first 10 years from the Initial Completion Date.

P equals the ratio of (a) the debt service on the F.S. Bond Issue payable in the year to which the charge relates divided by (b) the principal amount of the F.S. Bond Issue less the sum of the

insurance premiums, issuance expense, and all discounts paid from the proceeds of such issue.

The P.S. Bond Issue is the third series of revenue bonds secured in part by revenues from the Airport, or if no such series is issued prior to the Regional Airport Operational Date, the second series of such revenue bonds.

C is the Recognized Cost of the Fuel System.

M is the annual cost (current at the time) of insurance covering the Fuel System from loss by all insurable hazards.

A is the annual amount to be added for Approved Additions as provided in paragraph 12 hereinbelow.

$$R = F \times Z$$

Where: F is the total area in the Fuel Storage Area in square feet.

Z is the annual ground rental rate in dollars per square foot, which for the first 5 years after the Initial Completion Date shall be \$.04 and for each 5 year period thereafter shall be such rate as is established by County, provided that the rate may not be increased more than 10% in each 5 year period.

Each Fueling Airline shall pay (without invoice therefor) its monthly charge E on or before the 10th day of the calendar month immediately following the calendar month to which the charge relates and at the same time submit to County a statement showing the volume quantity of fuel put through the Fuel System by each Fueling Airline in the month to which the charge relates. Any monthly charge E not paid on or before the due date shall bear interest at 15% per annum until paid.

8. The Recognized Cost of the Fuel System is the total cost to County of acquiring, designing, constructing, installing, supervising and testing the construction and installation of the Fuel System; including without limitation the cost of approved (per Change Order Rules) change orders and contractor's back

charges, the cost of site preparation storm drainage, and diking for the Fuel Storage Area and of providing roads and utilities for the Fuel System, and the cost of mains, pipes, filters, pumps, valves, fuel spill separation or treatment facilities, and controls and control systems. The Recognized Cost of the Fuel System also includes any amounts paid by the Fueling Airlines, or any of them, for any of the above types of costs and which by agreement with County in advance are to be reimbursed by County and which in fact are so reimbursed. The Fueling Airlines shall have the right to audit the costs included as part of the Recognized Net Cost by County anytime within one year after County has advised the Fueling Airlines of the amount of the Recognized Net Cost.

9. County shall insure the Fuel System against fire and extended coverage risks and such other risks as may be insurable at a reasonable premium, as County in its sole discretion shall determine. In the event of loss of or damage to the Fuel System or any part thereof from an insured risk, County shall rebuild the Fuel System to the extent funds are available from the insurance proceeds, and there shall be no abatement of the rent and charges payable hereunder by the Fueling Airlines. In addition in such event County shall cooperate with the Fueling Airlines in the taking of such temporary measures as may be useful to allow the Fueling Airlines to continue airline operations at the Airport during the period that the Fuel System is being rebuilt. County waives any subrogation rights it may have against the Fueling Airlines or their agent and Fueling Airlines and their agent waive any subrogation rights they may have against County as the result

of any loss of or damage to the Fuel System, any equipment used in connection with the Fuel System or into-plane fueling service, or any aircraft or other equipment refueled through the use of the Fuel System.

10. Any airline that becomes a Participating Airline, as defined in the Airport Use Agreements, shall have the right in the future to become a Fueling Airline upon (1) paying to the Fueling Airlines the Buy-In Amount, (2) entering into an agreement with County whereby it agrees to become bound by this agreement as a Fueling Airline and to assume all of the obligations of a Fueling Airlines hereunder, and (3) agreeing to become a party to any then existing Fuel System Interline Agreement, and from the date that such airline becomes a Fueling Airline it shall be deemed a party to this agreement and subject to all of the obligations of a Fueling Airline hereunder and entitled to all of the benefits of a Fueling Airline hereunder and under such Fuel System Interline Agreement.

11. The Buy-In Amount shall be the number of full years from and after the Initial Completion Date to the date that the buying-in airline becomes a Fueling Airline, but not in excess of 15 years, MULTIPLIED by the factors listed below for the appropriate periods after the Initial Completion Date:

Period, 1 to 5 years	\$4,000.00 per year plus
Period, 6 to 10 years	\$3,000.00 per year plus
Period, 11 to 15 years	\$2,000.00 per year
After 15 years	\$45,000.00 total

12. At the request or with the approval of a Majority In Interest of the Fueling Airlines, County shall have the right to construct and install additions to the Fuel System ("Approved

Additions"), and if a Majority In Interest of the Fueling Airlines and County shall agree upon an annual amount A, or on a formula for computing A, that will compensate County for the cost of constructing the Approved Addition and finance such cost over the period of time over which A shall be payable, all Fueling Airlines shall be bound by such agreement and each Fueling Airline shall pay charges that include A as provided by the formulas in paragraph 7 hereinabove.

13. A "Majority In Interest of the Fueling Airlines" shall mean at any particular time a majority (51% or more) in number of the Fueling Airlines, which together have put through the Fuel System in the last 12 calendar months volume quantity equal to 51% or more of the total volume quantity put through the Fuel System in said 12 months.

14. County or any Fueling Airline shall have the right to construct at its own cost and expense an extension to the Fuel System and to connect such extension to the Fuel System, provided that adequate provision is made to prevent performance loss in the Fuel System and provided further that the plans and specifications for such extension has been approved by County and by a Majority In Interest of the Fueling Airlines, such approval not to be unreasonably withheld. The party responsible for such extension shall pay to the Fueling Airlines for any use made of the Fuel System as though such through-put of fuel was by a Fueling Airline and for any increase in operating costs that result from connection of the extension. The responsible party may make such charges for the use by others of any such extension as approved by County.

15. The Fueling Airlines indemnify County from any loss or expense arising out of injuries to the property of others or injuries to or deaths of persons resulting from the design, construction, operation or maintenance of the Fuel System excepting only such loss or expense resulting from the negligence of County or its employees and shall take out and maintain liability insurance in limits as stipulated in the Airport Use Agreement with overall limits of not less than the amount specified and naming County as an additional insured.

16. This agreement shall terminate 25 years after the Initial Completion Date.

17. Airline agrees to become bound by this Agreement as a Fueling Airline and to assume all of the obligations of a Fueling Airline hereunder. This Agreement may be executed by each of the Fueling Airlines in counterparts and upon execution this Agreement shall be effective between County on the one hand and the Fueling Airline executing a counterpart hereof on the other.

18. Notices hereunder to the Fueling Airlines other than Eastern Air Lines, Inc., shall be sent to each such Fueling Airlines with copy addressed to Chairman Fort Myers Airline Fuel Committee. Notices to Eastern Air Lines, Inc., shall be addressed to Eastern Air Lines, Inc., Miami International Airport, Miami, Florida 33148, Attn: Vice President Properties. Notices hereunder to County shall be addressed to Director, Department of Airports, County of Lee, 16000 Chamberlin Parkway, S.E., Fort Myers, Florida 33913 or to such other address as shall be designated to the Fueling Airlines by County from time to time.

WHEREFORE, the parties hereto have executed this agreement in counterparts on the dates shown below opposite the signatures for each party.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198 .

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY FLORIDA

Charlie Green, Clerk

BY: \_\_\_\_\_

Deputy Clerk

BY: \_\_\_\_\_

Chairman

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198 .

ATTEST:

DELTA AIR LINES, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198 .

ATTEST:

EASTERN AIR LINES, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198 .

ATTEST:

PAN AMERICAN WORLD AIRWAYS, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198 .

ATTEST:

NORTHWEST AIRLINES, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198 .

ATTEST:

UNITED AIRLINES, INC.

BY: \_\_\_\_\_



FUEL SYSTEM AGREEMENT  
SOUTHWEST FLORIDA REGIONAL AIRPORT

EXHIBIT A

PROJECT SCOPE

The scope of this project required the installation of a complete fuel storage area with hydrant fuel system. This concept utilizes a pressurized system of buried piping between the aircraft service apron and the fuel storage area and will provide fueling hydrants at each concourse gate.

FACILITY COMPONENTS

A. Storage Tanks:

1. Three (3) 10,000 BBL storage tanks 42'6" diameter by 40'0" high, with provisions for one (1) future tank of the same capacity and dimensions.

B. Dike Wall:

1. The dike wall will be concrete block construction.  
2. Area lighting will be provided on top of dike wall.  
3. Stiles will be provided over dike walls where required.

C. Receiving System:

1. Receiving island(s) will be constructed.

D. Recirculating and Return Systems

E. Prover Tank

F. Oil/Water Separation

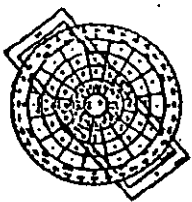
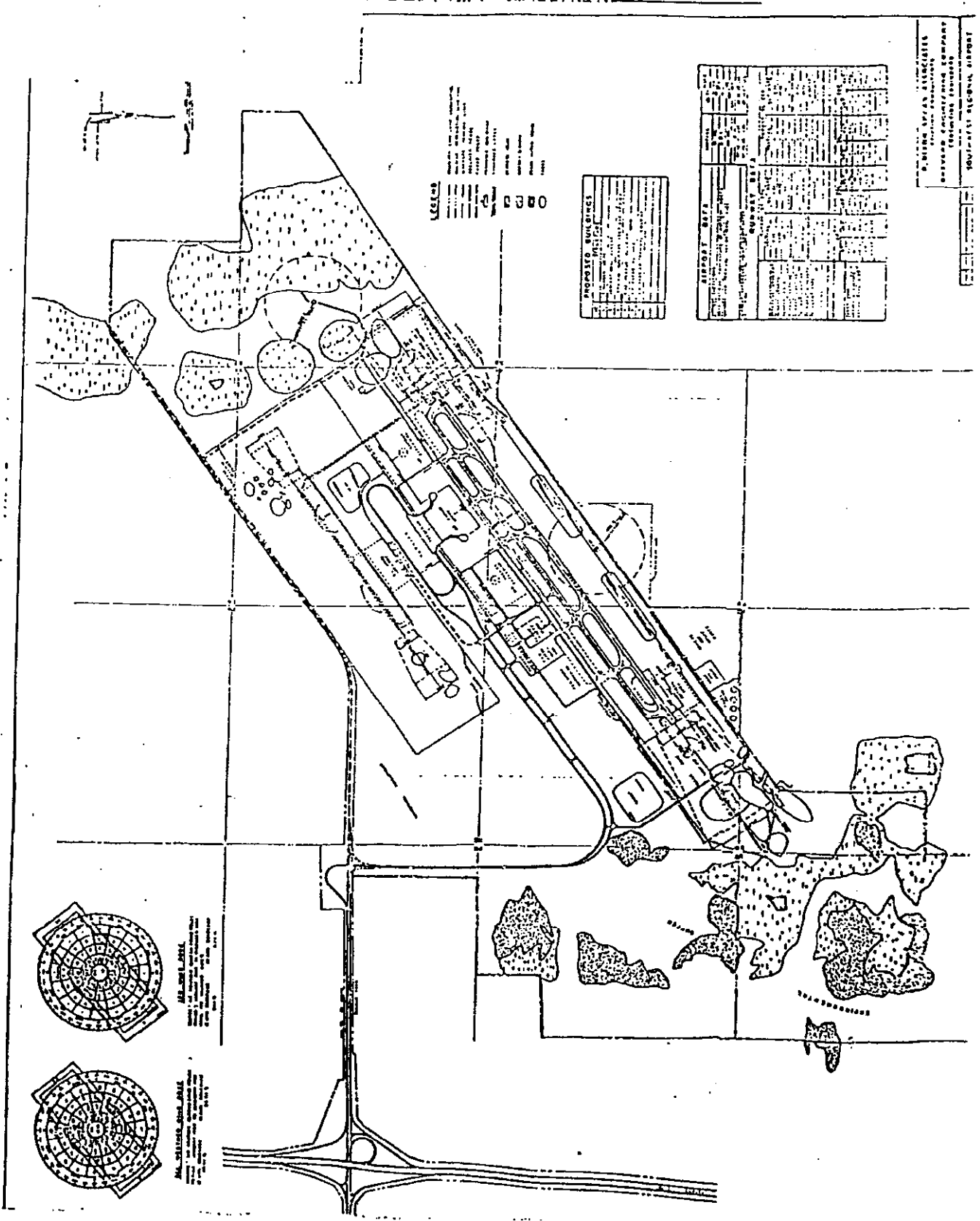
G. Fire Protection System

H. Attendant's Building:

1. Building to be approximately 1200 square feet.  
2. Construction to be concrete block.

I. Roadway System

Exhibit 20



PLAN OF THE BUILDING

Scale: 1/4" = 1'-0"

Notes: 1. All dimensions are in feet and inches. 2. All walls are 12" thick unless otherwise noted. 3. All floors are finished concrete. 4. All roofs are flat unless otherwise noted. 5. All doors are 30" wide unless otherwise noted. 6. All windows are 36" wide unless otherwise noted. 7. All stairs are 8" wide unless otherwise noted. 8. All elevations are in feet unless otherwise noted. 9. All materials are as shown on the schedule. 10. All work is to be in accordance with the specifications. 11. All work is to be in accordance with the drawings. 12. All work is to be in accordance with the contract documents. 13. All work is to be in accordance with the laws and ordinances of the City of Los Angeles. 14. All work is to be in accordance with the laws and ordinances of the State of California. 15. All work is to be in accordance with the laws and ordinances of the United States of America.



PLAN OF THE BUILDING

Scale: 1/4" = 1'-0"

Notes: 1. All dimensions are in feet and inches. 2. All walls are 12" thick unless otherwise noted. 3. All floors are finished concrete. 4. All roofs are flat unless otherwise noted. 5. All doors are 30" wide unless otherwise noted. 6. All windows are 36" wide unless otherwise noted. 7. All stairs are 8" wide unless otherwise noted. 8. All elevations are in feet unless otherwise noted. 9. All materials are as shown on the schedule. 10. All work is to be in accordance with the specifications. 11. All work is to be in accordance with the drawings. 12. All work is to be in accordance with the contract documents. 13. All work is to be in accordance with the laws and ordinances of the City of Los Angeles. 14. All work is to be in accordance with the laws and ordinances of the State of California. 15. All work is to be in accordance with the laws and ordinances of the United States of America.

LEGEND

--- Proposed Building

--- Proposed Parking

--- Proposed Driveway

--- Proposed Road

--- Proposed Fence

--- Proposed Wall

--- Proposed Gate

--- Proposed Gate Post

--- Proposed Gate Chain

--- Proposed Gate Lock

--- Proposed Gate Bolt

--- Proposed Gate Handle

--- Proposed Gate Keyhole

--- Proposed Gate Latch

--- Proposed Gate Strike

--- Proposed Gate Stop

--- Proposed Gate Buffer

--- Proposed Gate Seal

--- Proposed Gate Gasket

--- Proposed Gate Weatherstripping

--- Proposed Gate Insulation

--- Proposed Gate Soundproofing

--- Proposed Gate Fireproofing

--- Proposed Gate Security

--- Proposed Gate Access Control

--- Proposed Gate Monitoring

--- Proposed Gate Alarm

--- Proposed Gate Intercom

--- Proposed Gate Video Surveillance

--- Proposed Gate Access Card

--- Proposed Gate Access Code

--- Proposed Gate Access Key

--- Proposed Gate Access Fob

--- Proposed Gate Access Tag

--- Proposed Gate Access Token

--- Proposed Gate Access Coin

--- Proposed Gate Access Ticket

--- Proposed Gate Access Receipt

--- Proposed Gate Access Receipt Book

--- Proposed Gate Access Receipt Machine

--- Proposed Gate Access Receipt Printer

--- Proposed Gate Access Receipt Scanner

--- Proposed Gate Access Receipt Reader

--- Proposed Gate Access Receipt Writer

--- Proposed Gate Access Receipt Encoder

--- Proposed Gate Access Receipt Decoder

--- Proposed Gate Access Receipt Converter

--- Proposed Gate Access Receipt Transformer

--- Proposed Gate Access Receipt Amplifier

--- Proposed Gate Access Receipt Attenuator

--- Proposed Gate Access Receipt Filter

--- Proposed Gate Access Receipt Modulator

--- Proposed Gate Access Receipt Demodulator

--- Proposed Gate Access Receipt Multiplexer

--- Proposed Gate Access Receipt Demultiplexer

--- Proposed Gate Access Receipt Switch

--- Proposed Gate Access Receipt Router

--- Proposed Gate Access Receipt Firewall

--- Proposed Gate Access Receipt Proxy

--- Proposed Gate Access Receipt Gateway

--- Proposed Gate Access Receipt Bridge

--- Proposed Gate Access Receipt Tunnel

--- Proposed Gate Access Receipt VPN

--- Proposed Gate Access Receipt Firewall

--- Proposed Gate Access Receipt Proxy

--- Proposed Gate Access Receipt Gateway

--- Proposed Gate Access Receipt Bridge

--- Proposed Gate Access Receipt Tunnel

--- Proposed Gate Access Receipt VPN

PROPOSED BUILDING

Room No.	Room Name	Area (sq. ft.)
101	Office	100
102	Office	100
103	Office	100
104	Office	100
105	Office	100
106	Office	100
107	Office	100
108	Office	100
109	Office	100
110	Office	100
111	Office	100
112	Office	100
113	Office	100
114	Office	100
115	Office	100
116	Office	100
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197	Office	100
198	Office	100
199	Office	100
200	Office	100

PROPOSED BUILDING

Room No.	Room Name	Area (sq. ft.)
101	Office	100
102	Office	100
103	Office	100
104	Office	100
105	Office	100
106	Office	100
107	Office	100
108	Office	100
109	Office	100
110	Office	100
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195	Office	100
196	Office	100
197	Office	100
198	Office	100
199	Office	100
200	Office	100

Legend

--- Proposed Building

--- Proposed Parking

--- Proposed Driveway

--- Proposed Road

--- Proposed Fence

--- Proposed Wall

--- Proposed Gate

--- Proposed Gate Post

--- Proposed Gate Chain

--- Proposed Gate Lock

--- Proposed Gate Bolt

--- Proposed Gate Handle

--- Proposed Gate Keyhole

--- Proposed Gate Latch

--- Proposed Gate Strike

--- Proposed Gate Stop

--- Proposed Gate Buffer

--- Proposed Gate Seal

--- Proposed Gate Gasket

--- Proposed Gate Weatherstripping

--- Proposed Gate Insulation

--- Proposed Gate Soundproofing

--- Proposed Gate Security

--- Proposed Gate Access Control

--- Proposed Gate Monitoring

--- Proposed Gate Alarm

--- Proposed Gate Intercom

--- Proposed Gate Video Surveillance

--- Proposed Gate Access Card

--- Proposed Gate Access Code

--- Proposed Gate Access Key

--- Proposed Gate Access Fob

--- Proposed Gate Access Tag

--- Proposed Gate Access Token

--- Proposed Gate Access Coin

--- Proposed Gate Access Ticket

--- Proposed Gate Access Receipt

--- Proposed Gate Access Receipt Book

--- Proposed Gate Access Receipt Machine

--- Proposed Gate Access Receipt Printer

--- Proposed Gate Access Receipt Scanner

--- Proposed Gate Access Receipt Reader

--- Proposed Gate Access Receipt Writer

--- Proposed Gate Access Receipt Encoder

--- Proposed Gate Access Receipt Decoder

--- Proposed Gate Access Receipt Converter

--- Proposed Gate Access Receipt Transformer

--- Proposed Gate Access Receipt Amplifier

--- Proposed Gate Access Receipt Attenuator

--- Proposed Gate Access Receipt Filter

--- Proposed Gate Access Receipt Modulator

--- Proposed Gate Access Receipt Demodulator

--- Proposed Gate Access Receipt Multiplexer

--- Proposed Gate Access Receipt Demultiplexer

--- Proposed Gate Access Receipt Switch

--- Proposed Gate Access Receipt Router

--- Proposed Gate Access Receipt Firewall

--- Proposed Gate Access Receipt Proxy

--- Proposed Gate Access Receipt Gateway

--- Proposed Gate Access Receipt Bridge

--- Proposed Gate Access Receipt Tunnel

--- Proposed Gate Access Receipt VPN

### EXHIBIT C

For each Fueling Airline, S shall be equal to such Airline's percentage of the total volume of fuel put through the Fuel System by all Fueling Airlines in the second calendar month preceding the calendar month in which payment is to be made, except if no fuel is put through the Fuel System in that month S shall be the same percentage for all Fueling Airlines and equal to the inverse of the number of Fueling Airlines and except further if a Fueling Airline has put through no fuel in that month, S for such Fueling Airline shall be equal to S for the Fueling Airline that put through the smallest volume of fuel that month, or if specifically so provided, as defined in the Fuel System Interline Agreement if approved by County.

## AMENDMENT TO AGREEMENT

This amendment to that certain Fuel System Agreement first entered into between Lee County ("County") and the fueling airlines ("Fueling Airlines"), as of November 16, 1981, with an addendum entered into as of April 1, 1983; is entered into between the above parties this 17<sup>th</sup> day of July, 198<sup>9</sup>.

WITNESSETH

WHEREAS, the Fuel System Agreement is restricted to "Participating Airlines" as specified in Paragraph 4.C. of the original agreement; and

WHEREAS, the parties recognize the value of allowing scheduled, non-participating airlines and other appropriate entities involved in aviation activities, to become "Fueling Airlines" for the purpose of fuel purchase and distribution; and

WHEREAS, the parties agree that it is in their mutual best interests, and in furtherance of the objectives of the original Fuel System Agreement to provide for participation in the agreement as "Fueling Airlines" to scheduled non-participating airlines and other appropriate entities involved in aviation activities.

EXHIBIT "AAA"

Page 1 of 5

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NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. Paragraph 4.C. of the Fuel System Agreement shall now read:

4.C. Any Participating Airline, as defined in the Airport Use Agreement, any scheduled airline that has signed an Airport Use Agreement with the Southwest Florida Regional Airport in any form, and any Fixed Base Operator that has signed an Airport Lease Agreement with the Southwest Florida Regional Airport for Aviation Activities, shall have the right to become a "Fueling Airline" as provided for in Paragraph 10., below.

II. Paragraph 10. of the Fuel System Agreement shall now read:

10. Any airline that becomes a Participating Airline, as defined in the Airport Use Agreement, any scheduled airline that has signed an Airport Use Agreement with the Southwest Florida Regional Airport in any form, and any Fixed Base Operator that has signed an Airport Lease Agreement with the Southwest Florida Regional Airport for Aviation Activities, shall have the right in the future to become a "Fueling Airline" upon (1) paying to the Fueling Airlines the Buy-In Amount, (2) entering into an agreement with the Port Authority whereby it agrees to become bound by this agreement as a Fueling Airline and to assume all of the obligations of a Fueling Airline hereunder, and (3) agreeing to become a party to any then existing Fuel System Interline Agreement, and from the date that such airline becomes a Fueling Airline, it shall be deemed a party to this Agreement and subject to all of the obligations of a Fueling Airline hereunder and entitled to all of the benefits of a Fueling Airline hereunder and under such Fuel System Interline Agreement.

III. Any additional participating entities as provided for in the amended paragraphs above, to be added as "Fueling Airlines" to the Fuel System Agreement, shall be expressly bound by the provision concerning the term of the Fuel System Agreement, which shall supersede the term of any Airport Use Agreement that the participating entity may enter into with the Southwest Florida Regional Airport.

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EXHIBIT "AAA"

Page 2 of 5

IV. All other terms, conditions, amendments and additions to the existing Fuel System Agreement (County Contract No. C830907) shall remain in full force and effect.

V. This amendment shall take effect as of the date first written above, and upon ratification by a majority of the existing Fueling Airlines.

WHEREFORE, the parties have executed this Amendment in counterparts on the dates as shown below opposite the signatures for each respective party.

Executed this 17<sup>th</sup> day of July, 198<sup>9</sup>.

ATTEST:  
CHARLIE GREEN, CLERK OF THE COURTS

BOARD OF PORT  
AUTHORITY COMMISSIONERS

SEAL

Lisa L. Peice  
Deputy Clerk

By: [Signature]  
Chairman

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

DELTA AIR LINES, INC.

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

EASTERN AIRLINES, INC.

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

USAir, I. O.

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

NORTHWEST AIRLINES, INC.

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

AMERICAN AIRLINES

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

UNITED AIRLINES, INC.

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

FLORIDA EXPRESS, INC.

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_

signed this 14 day of 1947 1987.

By: [Signature]  
Witness

CONTINENTAL AIRLINES, INC.  
By: [Signature]

Please place Corporate Seal here:



APPROVED AS TO FORM:  
[Signature]  
OFFICE OF PORT ATTORNEY

(0153A)