

FIRST AMENDMENT TO
LAND LEASE FOR CONSTRUCTION OF A CORPORATE HANGAR BUILDING
AT PAGE FIELD

THIS AMENDMENT is made and entered into this ____ day of _____, 2024, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **ALESSIO DEVELOPMENT FL, LLC**, a Florida limited liability company with principal offices at 377 E. Butterfield Road, Suite 270, Lombard, IL 60148 (herein referred to as "Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the airport known as Page Field, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges.

The Authority and Lessee entered into a lease agreement entitled "Land Lease For Construction of A Corporate Hangar Building at Page Field," dated June 29, 2023 (herein the "Lease"). Subsequent to the date of the Lease, Lessee has determined that certain adjustments to the boundaries of the leased premises are desirable.

The parties desire to amend the Lease to expand the leased premises and to adjust the base rent accordingly.

NOW THEREFORE, in consideration of the mutual promises

herein, the parties hereby mutually agree to amend the Lease, effective as of March 7, 2024, as follows:

1. Expansion of the Leased Premises. The description of the leased premises in Section 1.1 of the Lease ("Leased Premises") is hereby deleted and replaced with the following:

"A rectangular parcel of land, 125.50 feet by 240.00 feet, within the boundaries of the Airport, in the County of Lee, State of Florida, containing 30,120 square feet, with the southwest boundary line of said parcel running parallel to and 110 feet to the northeast of the centerline of existing Taxiway B, and the northwest boundary line of said parcel running parallel to and 102 feet to the northeast of the centerline of existing Taxiway B-2 extended northeasterly beyond Taxiway B. The parcel is depicted generally as "Leased Premises" on the drawing attached hereto as "Revised Exhibit A'."

2. Adjustment to rent. The annual "base rate" set forth in the first sentence of Section 3.1 ("Amount of Payments") shall be increased from \$16,920.00, to \$22,590.00 which is payable in advance in equal monthly installments of \$1,882.50.

3. Exhibits. "Exhibit A" of the Lease shall be deleted and replaced with the attached "Revised Exhibit A."

4. Relocation of existing propane tank. The following shall be added to the end of Section 5.2 ("Lessee's Minimum Required Improvements"):

"Prior to commencing construction of the required aircraft hangar building on the leased premises, Lessee shall relocate, to the east, the propane tank identified on Revised Exhibit A. The relocated propane tank shall be placed on a concrete pad and all pre-existing connections to the propane tank shall be rerouted and reconnected as necessary."

5. No Other Changes. All other provisions of the Lease remain unchanged and in full force.

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

ALESSIO DEVELOPMENT FL, LLC
(Lessee)

By: 

Print Name: Michael Alessio

As its: Managing Member

Date: 1/24/24

LEE COUNTY PORT AUTHORITY

ATTEST:
KEVIN KARNES, CLERK

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

By: _____
Deputy Clerk

Date: _____

Date: _____

Approved As To Form for the
Reliance of the Lee County Port
Authority only:

By: _____
Port Authority Attorney

Date: _____

Revised Exhibit A

