

**LEASE OF OFFICE SPACE**  
**INSIDE MULTI-USE HANGAR**  
**AT**  
**PAGE FIELD**

THIS LEASE AGREEMENT is made and entered into this 3 day of OCTOBER, 2023, by and between **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida (herein referred to as "Authority") with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **LFC MANAGEMENT SERVICES, INC.**, a Florida corporation (herein referred to as "Lessee"), with offices at 315 East New Market Road, Immokalee, FL 34142.

**Background**

The Authority operates an airport known as Page Field, located in Lee County, Florida (the "Airport"). In conjunction with a separate agreement between the Lessee and Authority providing Lessee with certain storage space for its aircraft (herein the "Hangar Space Agreement") in the Authority's multi-use hangar at 5060 Captain Channing Page Drive, Fort Myers, FL 33907 (herein the "Hangar"), Lessee desires to lease an office inside the same building for support of Lessee's Part 91 flight operations associated with said aircraft. The Authority is willing to lease such office space to Lessee upon the terms and conditions provided below.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree as follows:

**ARTICLE 1**

**DESCRIPTION OF LEASED PREMISES**

Subject to the terms, covenants, and conditions contained in this lease, the Authority hereby leases to Lessee the following described real property (herein the "leased premises" or the "premises") located at the Airport:

Office # 104, containing a total of approximately 258 square feet, located in the Authority's multi-use ("bulk") hangar at 5060 Captain Channing Page Drive, Fort Myers, Florida, 33907, designated as "Leased Premises" on Exhibit A attached hereto.

## **ARTICLE 2**

### **TERM**

The initial term of this lease shall commence on October 1, 2023, and will continue thereafter on a month-to-month basis, until the earlier of: (a) one of the parties terminates this lease, effective at the end of any calendar month, by giving the other party written notice thereof, in the manner provided below, at least thirty (30) days prior to the end of that calendar month; or (b) the end of the calendar month in which Lessee's "Hangar Space Agreement" expires or is terminated.

## **ARTICLE 3**

### **USE OF LEASED PREMISES**

The Lessee shall use the leased premises solely to support its Part 91 flight operations of Lessee's aircraft (tail number N137TK), and for no commercial use or any other use.

Lessee agrees to refrain from and prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Lessee shall make no unlawful or offensive use of the premises. Lessee will not allow smoking in the premises. The use of the leased premises for the repair of aircraft parts or aircraft systems is expressly prohibited. No hazardous or flammable materials will be stored within or about the leased premises.

## **ARTICLE 4**

### **RENT**

Lessee agrees to pay to the Authority, for and during the term of this lease, monthly rent of

\$387.00.

The rent, plus Florida state sales tax if applicable, will be payable in advance on or before the first day of the month for which the rent is due, without demand, setoff, or deduction, to:

Finance Department  
Lee County Port Authority  
5200 Captain Channing Page Drive  
Fort Myers, Florida, 33907

or such other place as the Authority may direct in writing. The rent for any fractional part of the first or last month shall be prorated. The Authority intends to send monthly invoices to Lessee as a courtesy, but such invoices will not affect the due date of any payment.

Commencing on the first day of the calendar month immediately following the third anniversary of the commencement of the term of this lease, and every three years thereafter, the Authority may, upon written notice to Lessee, adjust the monthly rent for proportionate increases and decreases in the CPI (meaning the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-84 = 100) since the beginning of the lease term.

## **ARTICLE 5**

### **UTILITIES AND RELATED SERVICES**

Lessee may use, free of charge, the Authority's electricity and air conditioning, in reasonable amounts, which may be available at the premises via existing wiring, fixtures, and ducts. Lessee will pay for, and bear the cost of, all other utility and other services to the premises, including but not limited to: (1) telephone, cable TV, and internet service; (2) all cable, wiring, fixtures, ducts, or plumbing that Lessee desires to add (subject to the Authority's approval pursuant to Article 7 below); (3) janitorial services; and (4) trash removal and disposal. The authority will be responsible



for janitorial and trash removal in the building's common areas (including the restroom and hallway).

## **ARTICLE 6**

### **ASSIGNMENT AND SUBLEASING**

Lessee will not assign this lease in whole or in part, or sublet all or any part of the premises, or permit the use of the whole or any part of the premises by any licensee of Lessee, or encumber this lease, and any such attempted transfer will be void, unless the Authority's Board of Port Commissioners gives written consent, which may be withheld for any reason or no reason.

## **ARTICLE 7**

### **CONDITION OF PREMISES; LESSEE'S IMPROVEMENTS; MAINTENANCE AND REPAIRS**

**Section 7.1 Initial condition.** Authority will deliver the premises to Lessee with finished flooring and ceilings, painted walls, and with electrical outlets, lighting, and vents installed. Lessee will be responsible for any further improvements or alterations it desires, which will be subject to the Authority's advance written approval pursuant to Section 7.2 below.

Authority will not be responsible or liable at any time for any defects, latent or otherwise, in the building or improvements therein, including the leased premises, or any of the equipment, machinery, utilities, appliances, or apparatus therein; nor will Authority be responsible or liable at any time for loss of life, injury, or damage to any person or to any property or business of Lessee or those claiming by, through, or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing-up of water, steam, gas, or sewage, or blackouts, brownouts, or any other interruption of any utility service, in any part of the Premises, or caused by or resulting from acts of God or from the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of the building or improvements therein.

Authority will provide Lessee with keys to the leased premises. Lessee will coordinate any change in locks or keys with the Authority.

**Section 7.2 Lessee's Improvements.** Prior to commencing any construction work on the leased premises, Lessee will: (1) submit complete plans and specifications, bonds, evidence of insurance, and all other required items to the Authority for Authority's approval, pursuant to the Authority's "Leasehold Development Standards and Procedures" adopted March 12, 2001, as may be amended, and obtain an "Work Permit" from the Authority; and (2) obtain and pay for all governmental permits and approvals.

All materials, equipment, and fixtures installed by Lessee will be new. All work by Lessee, whether ordinary, extraordinary, or structural, must be performed in full compliance with the plans and specifications approved by the Authority, and in compliance with all applicable laws, including the Americans with Disabilities Act (ADA).

All fixtures, installations, and improvements made by Lessee will become the property of Authority upon termination of this lease, without compensation to Lessee, unless Lessee removes such items prior to the end of the term and restores the premises to the condition they were in at the beginning of the term.

**Section 7.3 Maintenance and repairs.** Lessee must keep the premises in clean and orderly condition and in a good state of repair at all times, and on termination of this lease, Lessee must deliver the premises to Authority in the same condition they were in at the beginning of the term, normal wear and tear excepted.

**Section 7.4 Hours of operation.** Lessee may access the building only during the building's normal operating hours, as will be determined by the Authority's Director of General Aviation, but will be a minimum of 7:00 a.m. to 10:00 p.m. Access outside of those hours may be made available to Lessee, if deemed practicable by the Authority, upon Lessee's advance request to, and coordination with, the Authority's Director of General Aviation.

## **ARTICLE 8**

### **RIGHT OF ENTRY**

Authority or Authority's agents or employees will have the right to enter the leased premises to inspect the premises at all reasonable times, or at any time in case of emergency, to inspect, make repairs, or other maintenance service, or to exhibit the premises to prospective tenants.

## **ARTICLE 9**

### **COMPLIANCE WITH LAWS**

Lessee will comply with all present and future laws applicable to its use of the premises and the Airport.

## **ARTICLE 10**

### **INDEMNITY AND HOLD HARMLESS; INSURANCE**

Lessee agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (including but not limited to fines or penalties imposed by the TSA, FAA, or any other governmental agency as a result of a failure to comply with any statute, ordinance, rule, regulation, or other requirement, including but not limited to breaches of the Airport's security), to any person or property in connection with the use of the Airport by Lessee, its agents, and employees, in conducting operations under this lease, except to the extent that such injury, loss, fine, or penalty is caused by the negligence or wilful misconduct of the Authority or Lee County, its Commissioners, officers, employees, agents, or contractors).

Lessee will, at its own cost and expense, purchase and maintain, throughout the term of this lease, insurance coverages in the following amounts (unless higher coverage limits are required under a separate agreement), subject to the Authority's right to modify said amounts as set forth below:

- (a) Commercial general liability insurance covering all of Lessee's operations at the Airport (whether using owned or non-owned aircraft), including but not limited to premises, products and completed operations, and contractual liability, with a minimum combined single limit of two million dollars (\$2,000,000.00), naming the Lee County Port Authority as an additional insured.



The Authority will be named as an additional insured only with respect to operation of the named insured. The Lessee's insurance will be primary and noncontributory, and include a waiver of subrogation, in favor of the Authority.

- (b) Auto Liability Insurance If Lessee will operate a motor vehicle within the Airport's "Airsides" (i.e. within the security fencing), Lessee will also procure and maintain business auto liability insurance covering liability arising out of the use of any vehicle (owned and nonowned), with limits of not less than one million dollars (\$1,000,000.00) each accident.

The Authority will be named as an additional insured on the Business Auto policy. A waiver of subrogation, in favor of the Authority, is required for this coverage.

Lessee will furnish a certificate or certificates of insurance to the Authority evidencing all such coverage, and providing that the policy or policies will not be canceled nor the limits thereunder reduced without first providing advance written notice thereof to Authority. Insurance requirements will be reviewed and may be modified by the Authority's Executive Director (or his or her designee), as history, experience, industry practice and prudent risk management indicate to be necessary to protect the Authority and the public interest, by providing at least thirty (30) days written notice to Lessee.

## **ARTICLE 11**

### **SECURITY DEPOSIT**

Lessee has provided a security deposit in the amount of **\$1,200.00** to the Authority to serve as security for Lessee's payments and performance under this agreement. The Authority's Executive Director (or his or her designee) may, at any time, increase or decrease the amount of the security deposit required based on an assessment of loss exposure to the Authority and the Lessee's payment history. If Lessee defaults on any duty under this agreement, Authority may apply said deposit to damages sustained by the Authority. If said deposit is not so applied, it will be returned to Lessee, without interest, as soon after the end of the term of this lease as it can be reasonably determined that all obligations for which Lessee may be liable have been paid.

## **ARTICLE 12**

### **LICENSES AND TAXES**

Lessee will have and maintain in current status all federal, state, and local licenses and

permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

Lessee will have the right to contest the amount or validity of any tax, fee, assessment, or levy payable by it by appropriate legal proceedings, but this will not be deemed or construed in any way as relieving or modifying Lessee's duty to pay any such amounts, unless the legal proceedings will operate to prevent the collection thereof. Upon the termination of such legal proceedings, the Lessee will pay the amount as finally determined in such proceedings, the payment of which may have been deferred during the pendency thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

## **ARTICLE 13**

### **FAA CLAUSES**

#### ***Section 13.1 Nondiscrimination.***

A. Lessee will not, in exercising any of the rights, duties, and privileges herein granted to it, discriminate against any person, on the grounds of race, color, creed, national origin, sex, age, or disability, in any manner prohibited by federal, state, or local law, including FAA regulations. Lessee will furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it will charge fair, reasonable, and nondiscriminatory prices.

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of Lessee under the terms of this lease, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These requirements may include, but not be limited to, the compliance with MBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if



directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises.

**Section 13.2 Airport Protection.** It will be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

The Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee expressly agrees for itself, its successors, and assigns, to prevent any use of the premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

**Section 13.3 Nonexclusivity.** Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Authority herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

**Section 13.4 Subordination.** In the event that the FAA or its successor will require any amendments, modifications, or changes in this lease as a condition precedent to the granting of funds for the operation or improvement of the Airport, Permittee hereby consents to such amendments, modifications, or changes as may be reasonably required for the Authority to obtain such funds.

## **ARTICLE 14**

### **CIVIL RIGHTS AND TITLE VI**

**Section 14.1 General Civil Rights Provisions.** Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision

obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

***Section 14.2 Compliance with Nondiscrimination Requirements.*** During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.



- F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

***Section 14.3 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.***

- A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

***Section 14.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.***

- A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.



- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

***Section 14.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities.***

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest(hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **ARTICLE 15**

### **WASTE; SURRENDER OF POSSESSION**

Lessee will not commit or permit waste of the premises and will quit and voluntarily deliver up possession of the leased premises at the end of the term in good condition, excepting only ordinary wear and tear.

## **ARTICLE 16**

### **QUIET ENJOYMENT**

As long as Lessee faithfully performs the covenants that are Lessee's obligations under this lease, the Authority will assure Lessee's quiet and peaceable possession of the premises.

## **ARTICLE 17**

### **GENERAL PROVISIONS**

***Section 17.1 Notices.*** Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or UPS, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address stated on the first page hereof, or at the address of Lessee's registered agent which is then on file with the Florida Division of Corporations. The parties may designate in writing other addresses for notice. Notice will be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

***Section 17.2 Nonwaiver of rights.*** No waiver of breach by either party of any of the



terms, covenants, and conditions hereof to be performed, kept, and observed by the other party will be construed as, or will operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

***Section 17.3 Time.*** Time is of the essence in the performance of this agreement.

***Section 17.4 Captions.*** The headings of the several articles of this lease are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this lease and will not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

***Section 17.5 Governing law and venue.*** This lease will become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida.

***Section 17.6 Administration of lease.*** Whenever in this agreement, Lessee is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Lessee shall deal with Authority's authorized representative; and unless and until Authority gives Lessee written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director or his designee.

***Section 17.7 Entire agreement.*** This lease sets out the entire agreement between the parties with regard to the leased premises described herein. However, this lease is independent from and is not intended to affect any other contract or contracts that may be presently in force between Lessee and the Lee County Port Authority and/or Lee County. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.



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

**LFC MANAGEMENT SERVICES, INC.**

(Lessee)

By: [Signature]  
Print Name: Toby K. Purce  
Title: COO  
Date: 10/3/23

**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: \_\_\_\_\_

(PAGE 1 OF 2)



12561 New Brittany Boulevard  
Building #25  
Fort Myers, FL 33907  
239.208.4846

SS Lic. No. -AA-C000937  
CONFIDENTIAL COPYRIGHT 2014 SCHENKEL & SHULTZ INC.  
SEE [WWW.SCHENKEL-SHULTZ.COM](http://WWW.SCHENKEL-SHULTZ.COM) COPYRIGHT FOR POLICY AND INFORMATION



SEN

## DISCUSSION

MARK	DESCRIPTION	DATE
------	-------------	------

PAGE FIELD GENERAL  
AVIATION AIRPORT -  
MULTI-USE HANGAR AND RAMP

5200 Captain Channing Page Drive  
FL 11472, FL 33507



LEE COUNTY PORT AUTHORITY  
11000 Terminal Access Road  
Fort Myers, FL 33913

ISSUE DATE: 02.27.2018  
COMPL NO. 1720733

DRAWN BY: PUH CHECKED BY: RER

ARCHITECTURAL FLOOR PLAN

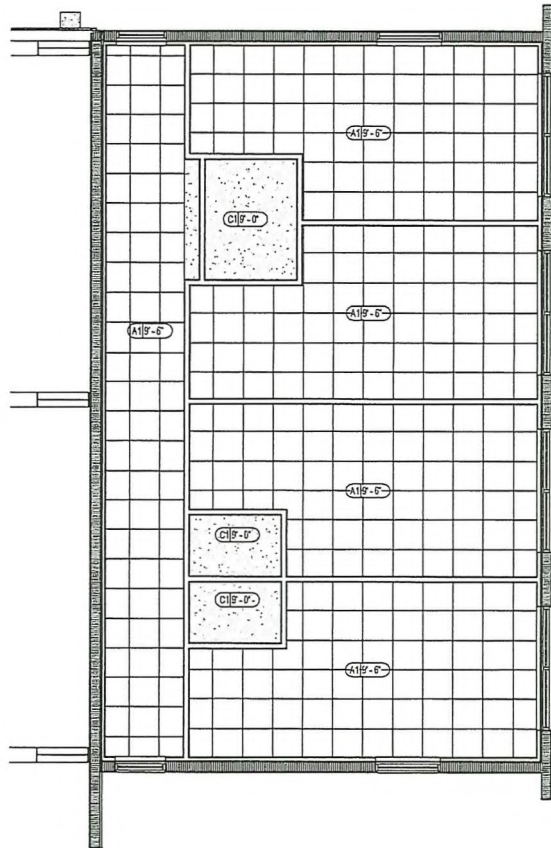
A101

## Construction Documents

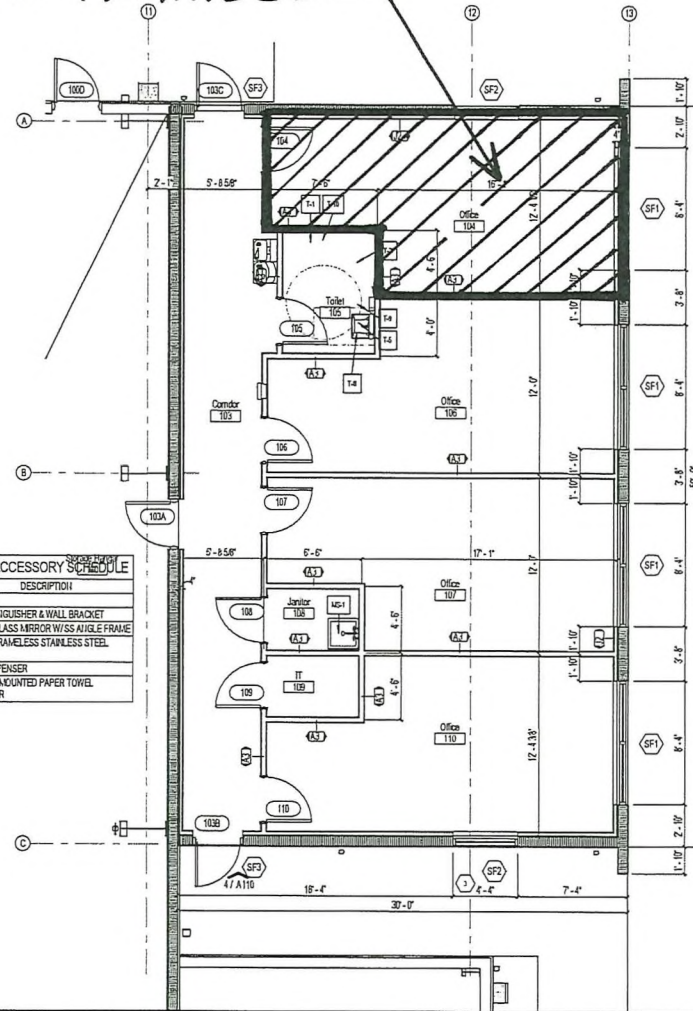
# EXHIBIT A

(PAGE 2 OF 2)

LEASED PREMISES



MARK	DESCRIPTION
FE	FIRE EXTINGUISHER & WALL BRACKET
T-5a	18" x 24" GLASS MIRROR W/SS ANGLE FRAME
T-5b	18" x 24" FRAMELESS STAINLESS STEEL MIRROR
T-6	SOAP DISPENSER
T-9	SURFACE MOUNTED PAPER TOWEL DISPENSER



**SCHENKEL SHULTZ**  
D O O ARCHITECTURE P C

12561 New Brittany Boulevard  
Building #25  
Fort Myers, FL 33907  
239.266.6045

schinkelshultz.com  
SS Lic. No. AA-0009337  
CONSTRUCTION COPYRIGHT 2018 SCHENKEL & SHULTZ, INC.  
SEE SCHENKEL SHULTZ.COM FOR POLICY AND INFORMATION

**H M**  
HOLE MONTES  
ENGINEERS PLANNERS SURVEYORS

SEAL

REVISIONS

MARK	DESCRIPTION	DATE

PAGE FIELD GENERAL  
AVIATION AIRPORT -  
MULTI-USE HANGAR AND RAMP

5200 Captain Channing Page Drive  
Fort Myers, FL 33907

**LEE COUNTY PORT AUTHORITY**

LEE COUNTY PORT AUTHORITY  
11000 Terminal Access Road  
Fort Myers, FL 33913

ISSUE DATE: 02/27/2018  
COMAL NO.: 1720733

DRAWN BY: Author CHECKED BY: Designer

OFFICE AREA ENLARGED  
FLOOR PLAN AND CEILING  
PLAN

**A401**

Construction Documents