

ADMINISTRATIVE AMENDMENT (PD) ADD2025-00192

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Flex Industrial Corp. filed an application for an administrative amendment to an Industrial Planned Development on a project known Mobile Mini IPD to request the following deviation:

A deviation from LDC Section 34-3105, which prohibits stacking shipping containers and truck trailers, to allow stacking of shipping containers and truck trailers on site.

WHEREAS, the applicant has indicated the property's current STRAP number is 05-46-25-00-00005.0040, and a legal description of the subject property is attached as Exhibit "A"; and

WHEREAS, the property was rezoned by Resolution Z-03-058 and was amended by Resolution Z-09-004; and

WHEREAS, the subject property is located in the Industrial Development Future Land Use Category as designated by the Lee Plan; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the site was developed starting in 2005 (DOS2004-00327) and was expanded in 2019 (DOS2008-00043) and was always used to stack empty shipping containers and truck trailers; and

WHEREAS, the Land Development Code was amended in 2016 (Ordinance 16-19) to prohibit stacking of shipping containers and truck trailers; and

WHEREAS, the applicant has requested this deviation to formally document the long-standing practice of stacking empty containers on the site, which predated the Code amendment prohibiting it; and

WHEREAS, a portion of the subject property is encumbered by a Florida Power and Light (FP&L) easement; and

WHEREAS, the applicant has provided an executed agreement from the FP&L allowing them to use the easement area for water retention and some outdoor storage (Exhibit "B"); and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC;

does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an administrative amendment to the Industrial Planned Development on a project known Mobile Mini IPD to approve an additional deviation is **APPROVED, subject to conditions.**

Deviation:

The deviation from LDC Section 34-3105, which prohibits stacking shipping containers and truck trailers, to allow stacking of shipping containers and truck trailers on site, is hereby approved subject to the following conditions:

Conditions:

- 1. The maximum height of container stacking is limited to three containers high.**
- 2. The terms, conditions and Master Concept Plan of the original zoning resolution remain in full force and effect, except as amended herein.**
- 3. If it is determined that inaccurate or misleading information was provided to the County or if this decision does not comply with the LDC when rendered, then, at any time, the Zoning Manager may issue a modified decision that complies with the Code or revoke the decision. If the approval is revoked, the applicant may acquire the necessary approvals by filing an application for public hearing in accordance with Chapter 34.**

Duly passed, adopted, and electronically signed on 10/22/2025

Anthony R. Rodriguez, AICP, CPM, Zoning Manager

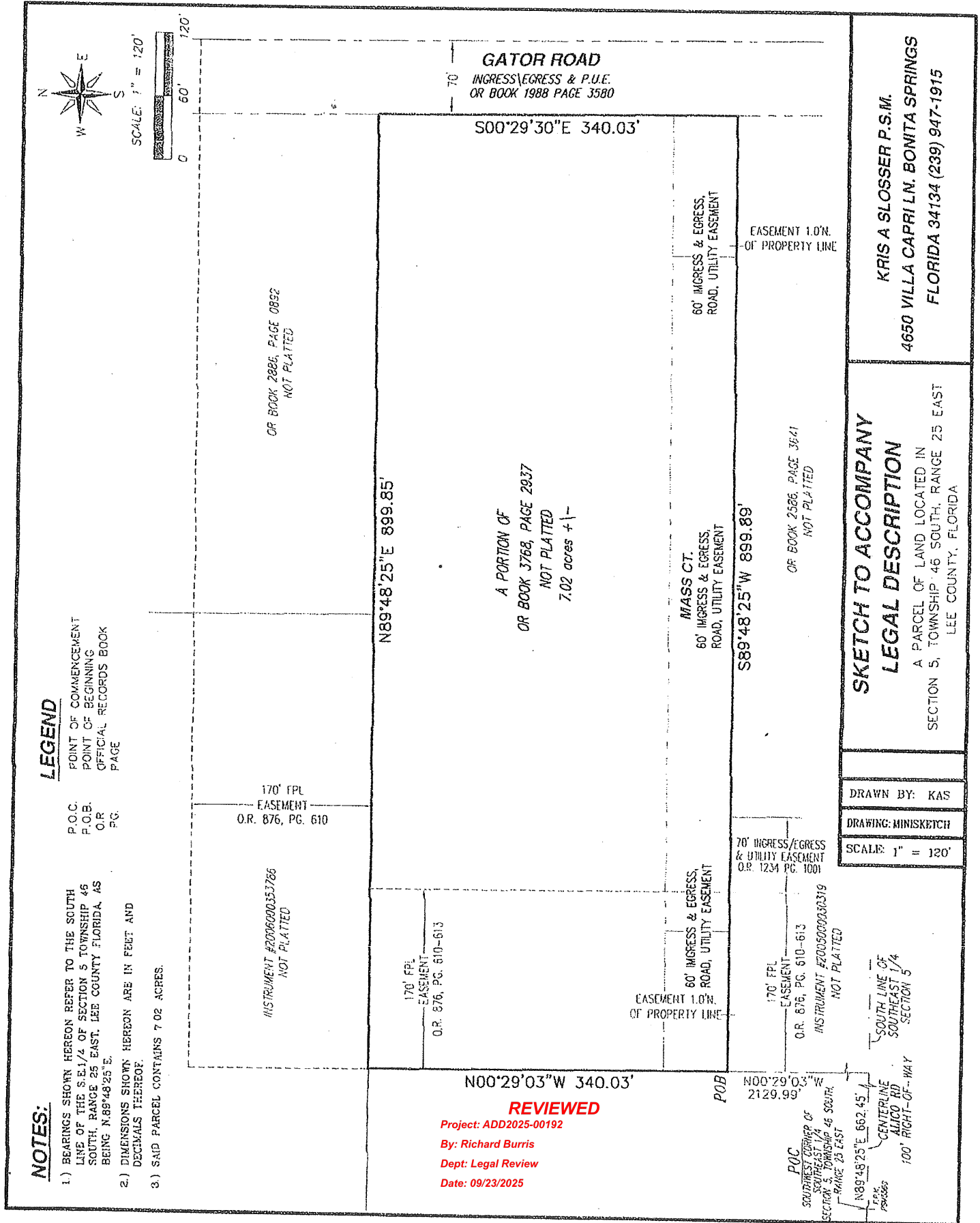
Community Development

List of Exhibits

Exhibit A: Legal Description

Exhibit B: FP&L Easement Agreement

Legal Sketch Description



PROPERTY DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST (SE 1/4) QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 5, THENCE RUN NORTH 89°48' 25" EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 5, 662.45 FEET TO THE WEST LINE OF THE FLORIDA POWER & LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 876, PAGE 610-613 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'03" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 2129.99 FEET TO A POINT ON THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3768 PAGE 2937, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 00°29'03" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 340.03 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE NORTH 89°48'25" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 899.85 FEET TO A POINT ON THE EASTERLY LINE OF SAID LANDS AND A POINT ON THE WESTERLY LINE OF A INGRESS\EGRESS EASEMENT (GATOR ROAD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 1968, PAGE 3580 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 00°29'30" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 340.03 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3768 PAGE 2937, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2586, PAGE 3641 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 89°48'25" WEST ALONG SAID SOUTHERLY AND NORTHERLY LINES A DISTANCE OF 899.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.02 ACRES, MORE OR LESS

REVIEWED

Project: ADD2025-00192

By: Richard Burris

Dept: Legal Review

Date: 09/23/2025

KRIS A. SLOSSER, STATE OF FLORIDA, (P.S.M. #5560)
SEE ATTACHED SKETCH

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN
SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

KRIS A SLOSSER P.S.M.

4650 VILLA CAPRI LN. BONITA SPRINGS

FLORIDA 34134 (239) 947-1915

DRAWING: NEWS02

DRAWN BY: MAT

Line No: 2C Parcel No: 1
 Line Name: Alico-Terry 138kv, Alico-Collier 230kv
 Structure No.: 241M3-4, A241M3-4
 Section, Township, Range: 5-46-25

RECEIVED
 DEC 22 2008

COMMUNITY DEVELOPMENT

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Company", hereby consents to Flex Industrial Corporation, whose mailing address is P.O. Box 7375, Fort Myers, FL 33911 hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in OR Book 876, at Page 610, of the Public Records of Lee County, Florida. The said area within Company's right-of-way is hereinafter referred to as the "Lands". The use of the Lands by Licensee, shall be solely for the purpose of dry detention and a equipment storage area, as shown on the plans and specifications submitted by Licensee, attached hereto as Exhibit "A".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company

or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.

5. Trees, shrubs, and other foliage planted or to be planted upon the Lands by Licensee are not to exceed, at maturity, a height of fourteen (14) feet above existing grade. Licensee hereby agrees to maintain the height of all vegetation on the Lands at a height not to exceed fourteen (14) feet above existing grade.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL Entities), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "A" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be

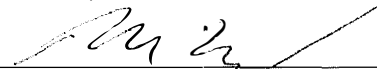
impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

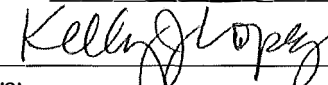
18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

19. This Agreement includes and is subject to the provisions described on the attached addendum

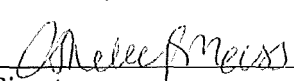
The parties have executed this Agreement this 19th day of DECEMBER, 2008.

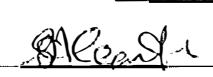
Witnesses:


Signature: _____
Print Name: Mark Zwieg


Signature: _____
Print Name: Kelly J. Lopez

Witnesses:


Signature: _____
Print Name: Ashley Weiss

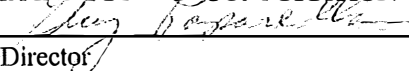

Signature: _____
Print Name: SIDD KARANIH

FLORIDA POWER & LIGHT COMPANY

By: 
Its: West Area Real Estate Manager
Print Name: Mark L. Byer

LICENSEE:

FLEX INDUSTRIAL CORPORATION

By: 
Its: Director
Print Name: Guy Paparella

(Corporate Seal)

CCC/DGE
3740#RW.Con (4C)

Addendum

1. The Licensee will be responsible for the cost of any adjustments or relocations of the pole structures and appurtenances if proposed finished grade elevations are found to be in non-compliance per the requirements set forth by the National Electric Safety Code. Furthermore, all costs associated with said adjustments or relocations shall be borne by the Licensee, and will follow Company's normal relocation process, including execution of a Relocation Agreement.