

Administrative Deviation: **ADD2023-000013**

**DSO ADMINISTRATIVE DEVIATION
LEE COUNTY, FLORIDA**

WHEREAS, Meadow Self Storage, LLC, has filed an application for approval of an administrative deviation from the technical requirements of the Lee County Land Development Code, for property located at 830 Meadow Rd, Lehigh Acres, FL, described more particularly as:

LEGAL DESCRIPTION: In Section 4 and 5, Township 45 South, Range 26 East, Lee County, Florida:

ATTACHED AS EXHIBIT "A"

WHEREAS, the applicant has indicated that the property's current STRAP numbers are 05-45-26-04-00025.0150, 04-45-26-04-00025.0220, 04-45-26-04-00025.0230, 04-45-26-04-00025.0240; and

WHEREAS, the property is zoned C-2 (Commercial) and is located in the Central Urban Future Land Use Map designation in Lee County; and

WHEREAS, an application for an administrative deviation from the technical requirements of Chapter 10 of the Lee County Land Development Code has been filed; and

WHEREAS, Lee County Land Development Code, as amended, provides for administrative deviations from certain technical requirements for matters involving streets, access streets, intersections, rights-of-way, drainage swales, public water, public sewer, water mains, mass transit facilities, setbacks for water retention/detention excavations, indigenous native vegetation and similar matters not related to a change in use of the property in question; and

WHEREAS, a deviation is requested in the C-2 district from Lee County Land Development Code Section 10-261(a) that requires all new construction of multifamily residential developments, commercial businesses, and industrial uses to provide sufficient on-site space for the placement of garbage containers or receptacles, and sufficient space for recyclable materials collection containers to allow 144 square feet for the placement of solid waste and recycling containers as shown on the site plan attached as Exhibit "B"; and

WHEREAS, Lee County Solid Waste has reviewed the request and has no objection; and

WHEREAS, lessees will be prohibited by the lease from using any dumpsters or garbage depositories at the site (Exhibit "C"); and

WHEREAS, the on-site space provided on the attached site plan (Exhibit "B") for the placement of solid waste and recycling material containers is sufficient to meet the demand of the proposed on-site administrative office; and

WHEREAS, the applicant has requested a deviation from Land Development Code Section 10-261(a) to allow 144 square feet for the placement of solid waste and recycling containers; and

WHEREAS, the following findings of fact are offered:

- (a) That the proposed alternative to allow 144 square feet for the placement of solid waste and recycling containers is based on sound engineering practice in consideration of the following criteria:
 - i Solid Waste has reviewed the request and has no objection.
 - ii The proposed use of self-storage does not generate a significant amount of solid waste.
 - iii The garbage and recycling collection area on-site will not be utilized by the lessees of the self-storage areas.
 - iv The on-site space provided on the attached site plan is sufficient to meet the demand of the proposed administrative office; and
- (b) That said proposed alternative is no less consistent with the health, safety, and welfare of abutting land owners and the general public than the standard from which the deviation was requested; and
 - i The owner must maintain adequate service levels in accordance with Ordinance 11-27 which requires the lids of garbage and recycling containers to be closed at all times.
- (c) The granting of the deviation is not inconsistent with any specific directive of the Board of County Commissioners, any other ordinance, or any Lee Plan Provision.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Administrative Deviations in the C-2 district from Lee County Land Development Code Section 10-261(a), is approved as conditioned:

- (a) That approval is subject to substantial compliance with the site plan entitled "MEADOW ROAD SELF-STORAGE FACILITY", signed and sealed 01/26/2023 by Michael T. Herrera, P.E. and attached as Exhibit "B"; and
- (b) At time of development order the applicant must submit the lease documents verifying that the use of the garbage and recycling collection areas by the lessees of the storage area is prohibited.

- (c) At time of development order the applicant must demonstrate that the onsite space provided for solid waste and recycling containers meets the requirements in LDC 10-261(a) for the proposed administrative office square footage.
- (d) Any redevelopment or change of use of the property will require compliance with Land Development Code Section 10-261(a) or an approved deviation.
- (e) At time of development order the plans must depict signage advising lessees that the solid waste and recycling collection containers are for the exclusive use of the operator of the facility.
- (f) **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 Director 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 4/27/2023

Jessica Sulzer, PE, Manager

Exhibits

Exhibit A – Legal Description

*Exhibit B – “MEADOW ROAD SELF-STORAGE FACILITY”, signed and sealed
01/26/2023 by Michael T. Herrera, P.E.*

Exhibit C – Draft Rules and Regulations – CubeSmart Self Storage

LOTS 15-24, BLOCK 25, UNIT 4, LEHIGH ESTATES

PLAT BOOK 15, PAGE 84
SECTION 4 & 5, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

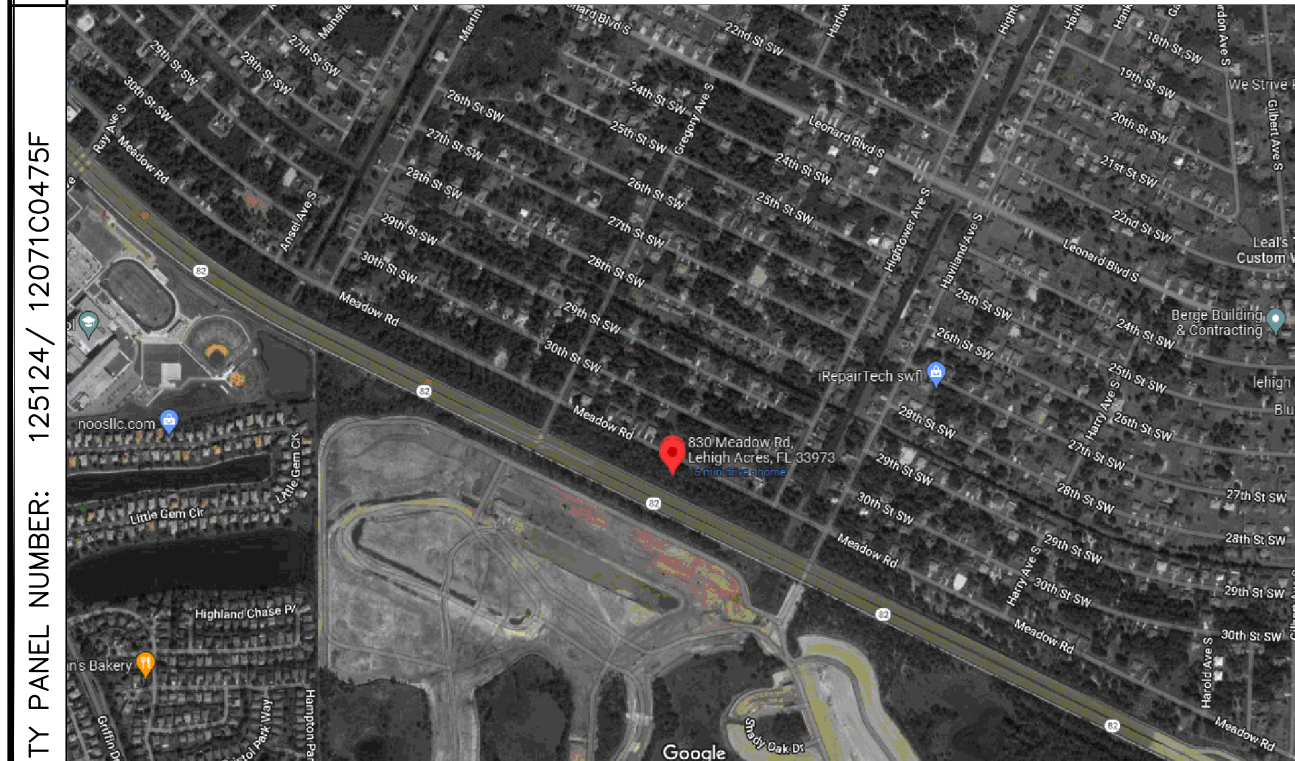
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REVIEWED
ADD2023-00013
Rick Burris, Principal
Planner
Lee County DCD/Planning
4/25/2023

- NOTES:**
- THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
 - DESCRIPTION AS FURNISHED BY CLIENT. NO SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED BY THIS FIRM.
 - BEARINGS ARE BASED ON PLAT OR DEED.
 - ELEVATIONS AS SHOWN ARE BASED ON N.A.V.D. 1988 DATUM UNLESS OTHERWISE STATED.
 - THERE ARE NO VISIBLE ENCROACHMENTS THAN AS SHOWN.
 - THERE MAY BE OTHER EASEMENTS NOT SHOWN HEREON RECORDED IN THE PUBLIC RECORDS OF THE GOVERNING COUNTY.
 - NO DETERMINATION OF HAZARDOUS WASTE MATERIALS HAVE BEEN MADE BY THIS FIRM.
 - LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES NOT SHOWN UNLESS OTHERWISE NOTED.
 - SIGNOR LIMITS LIABILITY ONLY UP TO THE COST OF SURVEY.
 - THIS SURVEY IS PROTECTED BY COPYRIGHT AND ALL RIGHTS ARE RESERVED.
 - SURVEY WAS BASED ON INFORMATION PROVIDED BY CLIENT AND EXISTING MONUMENTATION.
 - ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 - THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT; THIS FLOOD INFORMATION MUST BE VERIFIED BY ANOTHER SOURCE.
 - PARCEL CONTAINS 87,500 SQUARE FEET, PLUS OR MINUS.

- LEGEND:**
- (A) - ARC LENGTH
 - A.C. - AIR CONDITIONER
 - C - CABLE TV
 - (C) - CALCULATED
 - C.B. - CATCH BASIN
 - CB - CHORD BEARING
 - CH - CHORD DISTANCE
 - F.C.M. - FOUND CONC. MONUMENT
 - (D) - DEED
 - B.O.B. - BASIS OF BEARINGS
 - D.E. - DRAINAGE EASEMENT
 - EL - ELEVATION
 - E.O.P. - EDGE OF PAVEMENT
 - F.H. - FIRE HYDRANT
 - FND. - FOUND
 - GV - GATE VALVE
 - I.R. - IRON ROD
 - G.W. - GUY WIRE
 - (M) - MEASURED
 - N&T - NAIL & TAB
 - N.A.V.D. - NORTH AMERICAN VERTICAL DATUM (1988)
 - N.T.S. - NOT TO SCALE
 - (NR) - NOT RADIAL
 - O.R. - OFFICIAL RECORD
 - (P) - PLAT
 - P.B. - PLAT BOOK
 - P.C. - POINT OF CURVATURE
 - P.C.C. - POINT OF COMPOUND CURVATURE
 - P.C.P. - PERMANENT CONTROL POINT
 - P.I. - POINT OF INTERSECT
 - P.G. - PAGE
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - P.P. - POWER POLE
 - P.R.C. - POINT OF REVERSE CURVATURE
 - P.R.M. - PERMANENT REFERENCE MONUMENT
 - P.T. - POINT OF TANGENCY
 - P.U.E. - PUBLIC UTILITY EASEMENT
 - R - RADIUS
 - (R) - RADIAL
 - RNG. - RANGE
 - R/W - RIGHT OF WAY
 - SEC. - SECTION
 - SET I.R. - SET 1/2" IRON ROD LB8427
 - SPKD - SET PK NAIL AND DISC LB8427
 - S.W. - SIDEWALK
 - TELEPHONE BOX
 - TWP. - TOWNSHIP
 - U.P. - UTILITY PEDESTAL
 - WATER METER
 - DELTA ANGLE
 - FIRE HYDRANT
 - TEMPORARY BENCHMARK
 - CENTERLINE
 - WIRE FENCE
 - WOOD FENCE
 - OVERHEAD WIRES
 - CONCRETE PAD
 - EXISTING ELEVATION
 - (X) - LOT NUMBER
 - MHW - MEAN HIGH WATER
 - MLW - MEAN LOW WATER

COMMUNITY PANEL NUMBER: 125124/ 1207100475F



VICINITY MAP
N.T.S.

CERTIFIED TO:
Meadow Self Storage, LLC,
a Georgia Limited Liability Company
Title Unlimited of Florida, LLC
Fidelity National Title Insurance Company
Experienced Title and Escrow, LLC
WFG National Title Insurance Company

LEGAL DESCRIPTION:

830, 844, 846 & 848 MEADOW ROAD, LEHIGH ACRES, FLORIDA 33973

Lots 15, 16 and 17, Block 25, Unit 4, Lehigh Estates, Section 5, Township 45 South, Range 26 East, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, at Page 84, Public Records of Lee County, Florida.

and

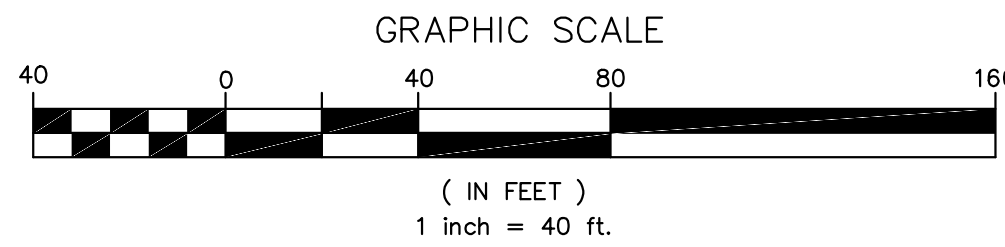
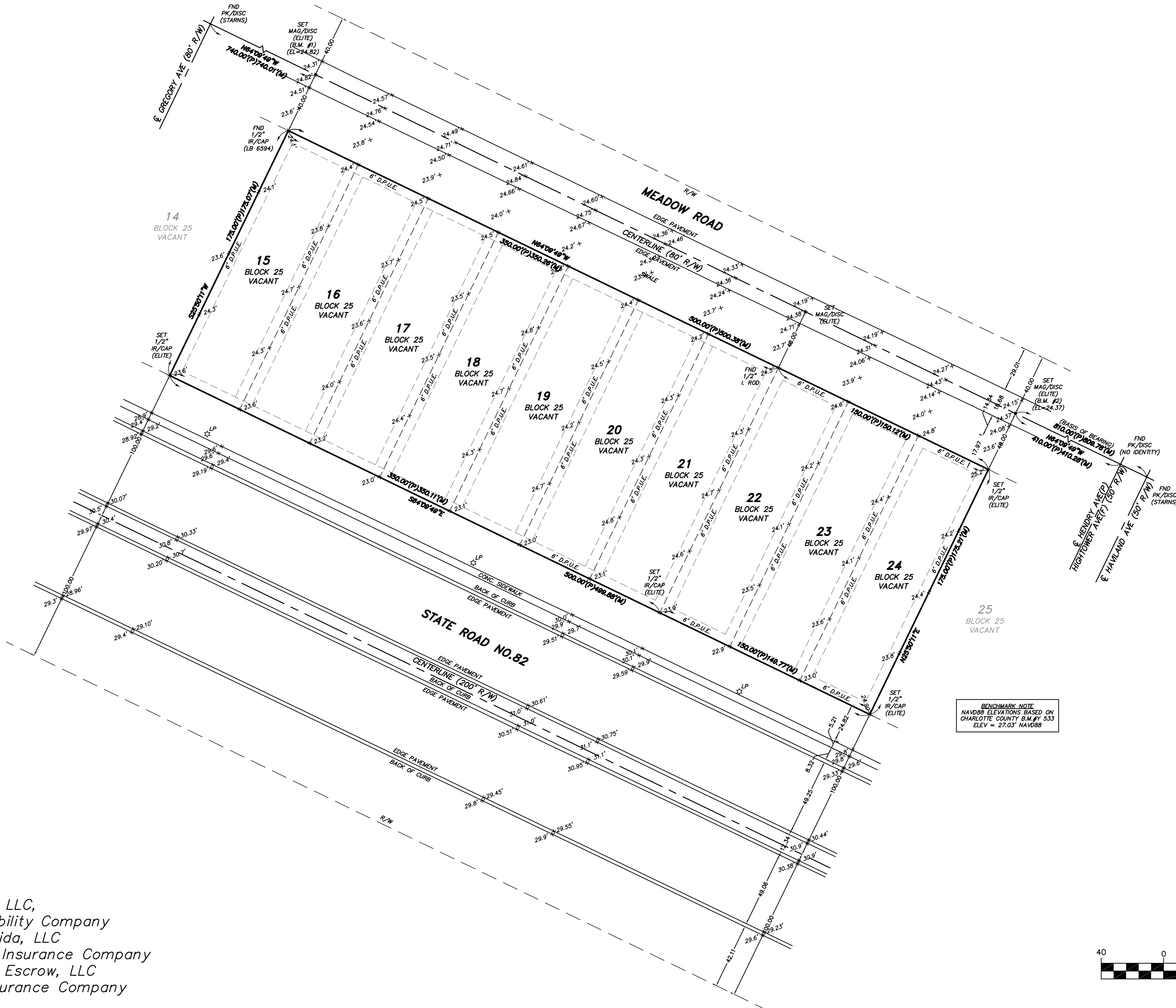
Lot 18, Block 25, Unit 4, Lehigh Estates, Section 5, Township 45 South, Range 26 East, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, at Page 84, Public Records of Lee County, Florida.

and

Lots 19, 20 and 21, Block 25, Unit 4, Lehigh Estates, Section 5, Township 45 South, Range 26 East, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, at Page 84, Public Records of Lee County, Florida.

and

Lots 22, 23 and 24, Block 25, Unit 4, Lehigh Estates, Section 4, Township 45 South, Range 26 East, Lehigh Acres, Florida, according to the plat thereof recorded in Plat Book 15, at Page 84, of the Public Records of Lee County, Florida.



I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE, NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY. NO ABSTRACT WAS REVISED.

Reviewed and Approved By:
John Robert Avery III
P.S.M. Professional
Surveyor and Mapper
License No. 5298
FL License No. 5298
(SIGNED)
John Robert Avery III, P.S.M.
Professional Surveyor & Mapper
FL License No. 5298
Not Valid without Signature and Original Raised Seal or
Adobe Electronic Signature of John Robert Avery III, P.S.M.

ELITE SURVEYING
4371 NOCATEE LANE,
FORT MYERS, FL 33905
239-362-3928(OFFICE) INFO@ELITESURVEYING.NET
LB8427

BOUNDARY AND TOPOGRAPHIC SURVEY

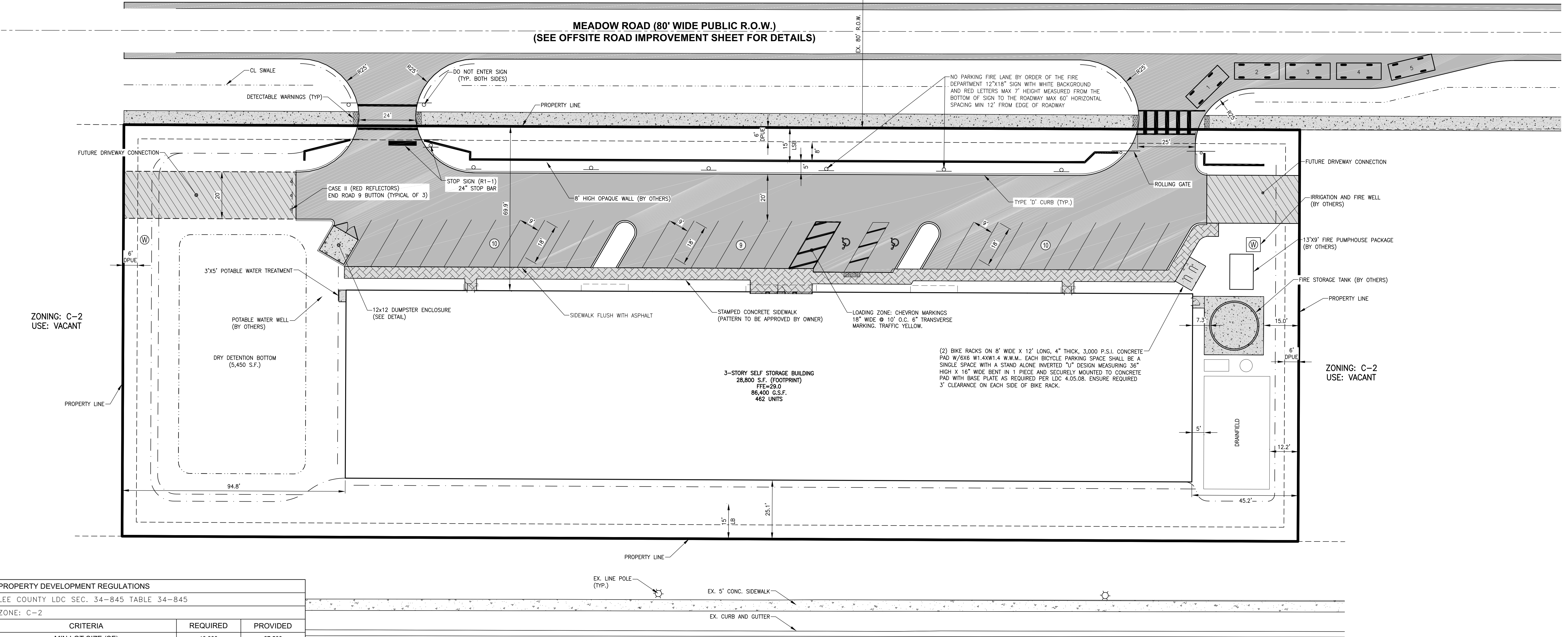
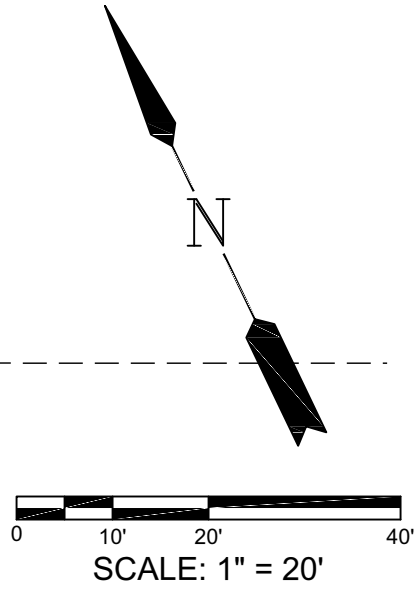
FIELD SURVEY	02/03/2022	H. SHELLHAMMER			
CREW CHIEF		J. KNORR			
DRAWN BY					
SCALE		1" = 40'			
ELITE JOB NO		220160			
SHEET: 1 OF 1	DATE:	01/04/2023			

SITE DATA			
	ACRES	SQ. FT.	%
IMPERVIOUS	= 1.85	48,030	54.9%
SELF-STORAGE BUILDING		28,800	32.9%
PAVEMENT (W/CURB)		16,186	18.5%
CONCRETE (SIDEWALK/DUMPSTER/OTHER)		3,044	3.5%
PERVIOUS	= 1.62	39,470	45.1%
OPEN SPACE (NOT INCL. LAKES/POOLS)			
OPEN SPACE		34,020	0.4%
DRY DETENTION (BOTTOM)		5,450	0.1%
TOTAL SITE AREA	= 2.01	87,500	100%

REFUSE AND SOLID WASTE DISPOSAL					
LEE COUNTY LDC SEC. 10-261					
USE	BUILDING AREA(SF)	CRITERIA	CALCULATION	TOTAL REQUIRED (SF)	TOTAL PROVIDED (SF)
COMMERCIAL	86,400	216 SF FOR FIRST 25,000 SF, PLUS 8 SF FOR EACH ADDITIONAL 1,000 SF	$216 \text{ SF} + (86,400 - 25,000) / 1,000 \times 8 = 707.2 \text{ SF}$	707	144

NOTE: ADMINISTRATIVE DEVIATION REQUESTED TO REDUCE THE REQUIRED AREA TO 144 SF

Exhibit "B"



PROPERTY DEVELOPMENT REGULATIONS		
LEE COUNTY LDC SEC. 34-845 TABLE 34-845		
ZONE: C-2		
CRITERIA	REQUIRED	PROVIDED
MIN LOT SIZE (SF)	10,000	87,500
LOT WIDTH (FT)	75	500
LOT DEPTH (FT)	100	175
STRUCTURE SETBACKS	REQUIRED	PROVIDED
MEADOW RD (FT)	25	69.9
STATE ROAD NO. 82 (FT)	25	25.1
SIDE YARD (FT)	15	45.2
REAR YARD (FT)	25	N/A
WATERBODY (FT)	25	N/A
MAXIMUM BDG. HEIGHT (FT)	35	33.8
MAXIMUM BDG. COVERAGE (%)	40	32.9

PERIMETER LANDSCAPE BUFFERING AND OPEN SPACE			
LEE COUNTY LDC SEC. 10-415			
USE	REQUIRED OPEN SPACE (%)	PROVIDED OPEN SPACE (%)	
COMMERCIAL	20	45.1	
ORIENTATION	ADJACENT USE	WIDTH (FT)	TYPE
NORTH	ROW	15	D
SOUTH	ROW	15	D
EAST	COMM.	NONE	NONE
WEST	COMM.	NONE	NONE

STATE ROAD NO.82 (200' WIDE PUBLIC R.O.W.)

PARKING CALCULATIONS				
LEE COUNTY LDC SEC. 34-2020 TABLE 34-2020(b)				
USE	CRITERIA	CALCULATION	REQUIRED	PROVIDED
MINI-WAREHOUSE	1 SPACE / 25 UNITS	$650 \text{ UNITS} / 25 = 26$	26	30
OFFICE (NON-MEDICAL)	1 SPACE / 300 S.F.	$803 \text{ S.F.} / 300 = 2.67$	3	3
TOTAL			29	29
HANDICAP SPACES (INCLUDED IN TOTAL)		26-50 REGULAR SPACES	2	2
BICYCLE PARKING CALCULATIONS				
LEE COUNTY LDC SEC. 10-610(d)(3)				
USE	CRITERIA	CALCULATION		
COMMERCIAL	5% OF TOTAL PARKING SPACES	$29 \text{ SPACES} \times 5\% = 1.45$	2	2

NOTE:
1. NO ADVERSE IMPACTS TO GROUNDWATER OR OF SURFACE WATER ARE ANTICIPATED
2. THIS PROJECT IS CONSISTENT WITH THE LEE PLAN.

LEGEND	
	EX. PAVEMENT
	PROP. PAVEMENT
	EX. SIDEWALK
	PROP. SIDEWALK/CONCRETE
	DRUE = DRAINAGE AND PUBLIC UTILITY EASEMENT
	LSB = LANDSCAPE BUFFER
	CLF = CHAIN LINK FENCE

Revision	Date	Description	By

DESIGNED BY: JD
DRAWN BY: SET
APPROVED: MTH
JOB CODE: BFMD0
SCALE: 1"=20'

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
Business LC 26000266

MEADOW ROAD SELF-STORAGE FACILITY
ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88)
CONVERSION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+/-)1.155

Digitally signed by Michael T. Herrera, P.E.
Date: 2023.01.26 14:58:02 -05'00'

MUNICIPALITY: LEE COUNTY
SEC./TOWNSHIP/RNG: 5/455/26E
DATE: SEPTEMBER 2022
SUBMITTAL TYPE: DO
SHEET 11 OF 11



Rules and Regulations

These Rules and Regulations (called "Rules") are incorporated into and made a part of the Agreement between the Customer and the Owner. Defined terms in these Rules have the same meanings given to those terms in the Agreement. If there is a conflict between these Rules and the Agreement, the Agreement will control. Owner may change these Rules at any time by posting 30 days advance notice of the change on this website. Customers are encouraged to view this website often.

A. Prohibited Uses. Customer may only use the Cube for storing Customer's personal property. Customer may NOT:

- Modify or alter the Cube
- Allow anyone else to use the Cube.
- Conduct a business or hobby, or manufacture, exhibit, or sell items from the Cube.
- Use the Cube for any illegal purposes.
- Store guns, ammunition, weapons and/or illegal drugs in the Cube. Marijuana is considered illegal even if it is legal in the state where the Store is located.
- Store or abandon hazardous materials in the Cube including, without limitation, substances that are toxic, reactive, volatile, flammable, explosive, hazardous, or corrosive, or that are, at any time, regulated by state, Federal or local authorities.
- Store items with an aggregate value of more than \$5,000 unless Owner has expressly consented in writing to a higher value. Customer's purchase of insurance from any provider in an amount greater than \$5,000 will not be considered Owner's consent to the storage of Cube Contents in excess of \$5,000.
- Store animals, food or other perishable items in the Cube.
- Store items that, in Owner's determination, attract vermin, create a nuisance, have a noxious odor or stench, or endanger the safety or health of people or the environment including, without limitation, mothballs.
- Store any documents, film, or electronic data containing any personal information relating to Customer, Customer's clients, customers, patients, or others, such as social security numbers; credit card, debit card, bank account or passport information; or tax, employment, medical, or legal records. If Customer is in default and Owner finds any documents, film or electronic data in the Cube, Owner may, at Owner's option, immediately destroy these items and charge Customer for the destruction costs.
- Store items with special or sentimental value, or with unknown immediate resale or market value.
- Connect to any electricity, cable, internet or any other utilities serving the Store.
- Bring pets to the Store or Cube other than trained service dogs.
- Use any dumpsters or garbage depositories at the Store. Customer will be charged fees for violating this prohibition.
- Cube Contents shall not be stored at a height higher than a plane which is eighteen (18") inches below the fire sprinkler head(s) within a cube. Further, no Cube Contents shall be hung from and/or affixed to any sprinkler heads and/or other fire suppressions systems. Owner reserves the right to inspect Cubes for compliance with these

requirements.

(/)



(/login/)



(tel:877-279-7585)

B. Cube Access.

- Unless otherwise consented to in writing by Owner (which consent may be withdrawn at any time), Customers may access their Cubes only during the Store's access hours, and Customers found at the Store during times other than the Store's access hours will be deemed to be trespassers.
- A Customer's Cube door must remain open at all times while the Customer is accessing their Cube.

C. Unsecured Cubes & Overlocks.

- Owner may place a new lock on any Cube that is not secured by a lock. Customer will pay for the costs of the new lock and any other costs incurred by Owner in connection with the new lock.
- If an unsecured Cube is vacant, or if there are only items that appear to be trash, Owner may dispose of the trash, at Customer's cost, and consider the Agreement terminated.
- If Rent is 30 days or more past due, Owner will remove Customer's lock from the Cube to prepare for the sale of the Cube Contents.

D. Store Gates, Driveways & Security.

- If there is a gate at the Store, Customers must follow all procedures to enter the gate. If no procedures are posted, then the following procedures apply:
 - Customer must pull up to and enter Customer's gate code into the key pad.
 - Customer must wait for the gate to open completely before driving through the gate area.
 - After the gate has fully opened, only 1 vehicle may drive through the gate area. Each vehicle must enter a gate code into the key pad to access the property. Customers are warned that when a gate code is entered into the key pad, the gate opens only for enough time to allow 1 vehicle to drive through the gate area. The gate may close on, and damage, a vehicle if more than 1 vehicle enters though the gate when a gate code is entered into the key pad. Owner is not liable for this damage.
- Customers will be responsible to pay to Owner all costs incurred by Owner to repair any damage to the gate or fence due to Customer's or Customer's guests improper use or negligence.
- All driveways at the Store are for vehicular use only. Pedestrians are not permitted to walk through the driveways.
- Any security systems at the Store such as fences, gates, or video cameras are for Owner's protection only. Customer may not rely on these security systems to protect the Cube or the Cube Contents.

E. [Vehicle Storage](https://www.cubessmart.com/storage/vehicle-storage/) (https://www.cubessmart.com/storage/vehicle-storage/).

- If a motorized vehicle including, without limitation, a car, boat, motorcycle, snow mobile, or wave runner (called "Vehicle"), is stored in a Cube, the following requirements must be complied with:
 - The Vehicle must be stored over drip trays or cardboard to prevent fluids from leaking into the Cube. If fluids from the Vehicle leak into the Cube or Store, Customer will remediate the Cube or Store at Customer's expense

in accordance with applicable laws.



CUBE SMART
self storage

(/login/)



(tel:877-279-7585)

- The gas tank must be drained.

• If a Vehicle is stored in an outside parking lot at the Store, the following requirements must be complied with:

- The Vehicle must be insured.
- At Owner's request, identification stickers, decals, or tags must be placed in the Vehicle so that they are visible from the outside of the Vehicle.
- In the event of an emergency, Owner may relocate the Vehicle to different areas of the Store without notice.
- The Vehicle must be in good, operational condition.
- Only 1 Vehicle may be stored in a Space.
- If a Customer is in default of the Agreement, Owner may, without incurring any liability, have any Vehicle being stored by the Customer towed at the Customer's expense.

F. Special Equipment & Keys.

- If any special equipment such as remote controls, keys, or portable electronic devices is provided to a Customer, it is the Customer's responsibility to protect and safeguard the equipment. If the equipment is damaged or lost, Customer will pay to Owner the cost to replace or repair the equipment.
- Customer must protect and safeguard Customer's keys to the Cube. If Customer loses a key, it is recommended that Customer replace Customer's lock immediately to avoid unauthorized access. Owner does not verify the authority of those entering Cubes with keys.

G. Law Enforcement Directives.

- Owner cooperates with law enforcement officials in all reasonable respects including, without limitation, allowing law enforcement officials to comply with and enforce search warrants, and providing business records (excluding financial information), video footage, and subpoenaed documents to law enforcement officials.

H. Fees.

- Customers will not receive an invoice for the Monthly Rent unless Customers pay a monthly invoice fee in the amount determined by Owner.
- The Agreement does not include all fees, expenses, or charges that Customers may be required to pay under the Agreement, and Owner reserves the right to charge additional fees.
- Owner reserves the right to increase, decrease, supplement, or otherwise modify any fees or charges in the Agreement by either sending advance notice directly to the Customer, or posting advance notice of any such change on this website or in the office.
- The list of fees set forth in this Agreement is not all inclusive and additional fees may apply.

I. Temperature.

- The temperature in a Cube is not controlled unless a Cube is designated as a "temperature controlled" Cube.