



# **NORTHWEST ASSOCIATED CONSULTANTS, INC.**

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4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422  
Telephone: 763.957.1100 Website: [www.nacplanning.com](http://www.nacplanning.com)

## **MEMORANDUM:**

TO: Phil Kern  
FROM: Alan Brixius  
DATE: July 28, 2024  
RE: Delano Self-Storage  
FILE NO: 432.08 24.07

## **BACKGROUND:**

Delano Self Storage LLC has entered into a purchase agreement with the City for the purchase of Lot 2, Block 1, Delano West Metro Business Park 3<sup>rd</sup> Addition contingent on the approval of development application for the development of a commercial rental self-storage facility. The following development applications have been requested.

Conditional Use Permit / Planned Unit Development: The CUP/PUD is being requested to accommodate multiple buildings on a single lot and to allow some flexibility in site design not available within the base zoning standards.

Development Stage site and building plan approval.

## **EXHIBITS:**

- Exhibit A Project Narrative
- Exhibit B Site Plan
- Exhibit C Grading Plan
- Exhibit D Landscape Plan
- Exhibit E Fence Plan
- Exhibit F Building Floor Plans
- Exhibit G Building Elevations
- Exhibit H Lighting Plans
- Exhibit I Lease

## **ANALYSIS:**

**Zoning:** Consistent with the Comprehensive plan guided industrial land use for Lot 2, Block 1, Delano West Metro Business Park 3rd Addition is zoned I-1 Limited Industrial district. Self- Storage facilities and outdoor storage uses are allowed by Conditional Use Permit. The following analysis compares the submitted site and building plans with the zoning performance standards for self-storage facilities and outdoor storage.

**Lot Area / Setbacks:** The following table compares the proposed lot development against the I-1 standards for lot size and setbacks. All the buildings meet or exceed the I-2 setback standards.

I-1 District	Required	Proposed	Compliance
Lot Area	40,000 sq. ft	3.84 Acres	Yes
Lot Width	100 feet	580 feet	Yes
Setback			
Front (West)	30 feet	30 feet	Yes
Side Interior (North)	10 feet	15.3 feet	Yes
Side Interior (South)	10 feet	15.1 feet	Yes
Rear (West)	30 feet	41.2 feet	Yes

**Phasing Plan:** The site plan shows 6 initial buildings to be developed in phases. Fall of 2024 build four perimeter buildings. Spring of 2025 build two interior buildings. During the 2024 and 2025 building construction the driveways will be surfaced with class 5, with pavement being installed in the summer of 2025.

The subsequent development phase will be the construction of the remaining three buildings. The time of the next building construction would occur after the occupancy of the existing buildings reaches 85%. In the interim period the undeveloped southeast portion of the site is intended to be utilized for outdoor vehicle storage. By 2028, the applicant will either build out the remaining buildings or pave the southeast portion of the site to remain outdoor storage. The following review evaluates the ultimate development plan, as well as the outdoor storage interim plan.

**Self-Storage:** self-storage facilities are allowed in the I-1 zoning district by conditional use permit provided that:

1. At least twenty-five (25) percent of the site is open green space which is sodded and intensely landscaped in accordance with a plan approved by the City Council.

**Comment:** The site plan illustrates that 57% of the lot area will be hard cover comprised of buildings and pavement. This results in 43% remaining as green space.

2. No buildings shall be located closer than twenty-five (25) feet to each other to allow for parking, loading, driveway and fire lanes.

**Comment:** The site plan illustrates the drive aisles between the buildings meeting the minimum the 25 foot minimum standards. The site has a single access point as traffic circulation around the buildings must accommodate large vehicles for fire protection, vehicles with trailers, vehicles with boat trailers, or RV storage. We recommend that the site plan be revised to illustrate a turning radius around the buildings for a 35 foot long fire truck. To protect the buildings, we also recommend the placement of bollards at the building corners to prevent building damage from vehicles.

3. No single building shall be greater than one hundred fifty (150) feet in length.

**Comment:** The applicant is seeking PUD flexibility to allow buildings longer than 150 feet. In review of the building and site layout this flexibility is acceptable, with the condition that the site plan provides a truck turning radius around the buildings that can accommodate a 35 foot fire truck around the ends of the building without multiple movements. The Applicant shall provide a site plan illustrating truck maneuvering around the ends of the buildings.

4. Adequate space is provided for snow storage.

**Comment:** The site will have a perimeter fence, with gates within the east fence line. The snow removal plan will be to push the snow through these gates to store snow within the green space to the east.

5. All structures are to be within two hundred (200) feet of a fire hydrant.

**Comment:** The applicant shall provide a Utility Plan showing hydrant locations. Said plans shall be subject to the review and approval of the City Engineer and Fire Chief.

6. All storage buildings are to be equipped with an approved fire suppression system which will be subject to review and approval of the City Building Official and the Fire Department.
7. Every two thousand (2,000) square feet of the storage structure is to be separated by a fire wall and a complete and comprehensive fire alarm system with smoke detectors shall be initiated in each structure subject to the review and approval of the Fire Department.

**Comment:** The applicant is requesting an exception to the fire suppression requirement. In discussion with the applicant Staff has agreed to allow the exception, with the requirement that an internal floor to ceiling fire wall will be constructed at intervals of 2000 square feet of the floor area. The applicant will also be installing heat and smoke monitoring systems that will be monitored by WH Security. City Staff have reviewed the proposed fire systems and find them acceptable.

8. All driveways and parking areas are to be hard (blacktop or concrete) surfaced and adequate turning radius for fire truck maneuverability is to be maintained throughout the site. Designated snow storage space is to be provided to insure adequate and safe access during winter months.

**Comment:** All the drive aisle serving the buildings will be paved. The site plan must demonstrate that adequate area exists between buildings to accommodate the turning movements of a 35 foot fire truck through the site.

The outdoor Vehicle storage area is intended to have a class 5 material finish.

9. If an “on-premises” caretaker dwelling unit is provided on site, construction of said dwelling unit shall conform to all design standard regulations for multiple family dwelling units of the Minnesota State Building Code.

**Comment:** No on-site personnel is proposed. A security gate will be installed to restrict site access to the hours of 6:00 AM to 10:00PM. Security cameras and activity recording will be provided throughout the site.

10. Any structures having exposure to an adjacent residential use or public right-of-way, park, or similar public use areas shall be of brick, natural stone, wood, or stucco facing material.

**Comment:** The applicant’s narrative indicates the perimeter buildings with walls facing the street or adjoining properties will have an exterior wall treatment of LP siding or a comparable siding. The interior building walls will have metal siding. This arrangement will meet the requirement. The final selected exterior building material shall be subject to the approval of City Building Inspector.

11. No retailing, wholesaling, manufacturing, repair, or other such activity other than storage is to occur within the self- storage, mini warehousing facility.

**Comment:** The Applicant has provided a sample lease, that includes language that prohibits the following: human habitation, keeping of animals, storage of food or perishable items, operation of a business, and storage of hazardous or toxic materials. The proposed lease language satisfies this requirement.

**Grading and Drainage:** The site grading, drainage and storm water management shall be subject to review and approval of the City Engineer.

**Outdoor Storage.** Outdoor Storage is allowed in the I-2 zoning district by conditional use permit meeting the following conditions.

1. The storage area is landscaped and screened from view of neighboring uses, residential zoning districts, and public rights-of-way per Section 51.03, Subd. D.10 of this Ordinance.

**Comment:** The proposed storage area is located in the southeast corner of the site. The buildings serve to screen the storage area along its west and north property lines. The storage area will be exposed to properties to the south and east.

The intended to be an interim use of a portion of the site. The Phasing plan would make this a permanent use if the building occupancy does not reach 85% by 2028. In recognizing that this may be a temporary use of the site; staff recommends that the need for additional screening along the south and east sides of the outdoor storage area be deferred through the CUP/PUD until 2028 with the following conditions

- The outdoor storage area shall be restricted to the storage of vehicles only.
- The applicant shall provide a plan for the orderly parking of vehicles and trailers within the storage area. Said plan shall include designated vehicle/ trailer storage areas and driveways to access each vehicle.
- By 2028, the applicant shall either construct the approved buildings or pave the outdoor storage area.
- The applicant shall provide screening along the south and east sides of the outdoor storage area. The applicant shall provide a plan for screening the outdoor storage area for City approval.
- The landscape plan must restore a 16 foot wetland buffer with appropriate wetland grown cover. The applicant shall install wetland buffer demarcation posts at the edge of the wetland buffer. Posts shall be installed at intervals visible from post to post no greater than 150 feet apart.

2. The storage area is fenced in a manner approved by the City.

**Comment:** The Site will have perimeter fence. The plan proposes a 6 foot tall ornamental fence and gates between the buildings facing McKinley Parkway. Fences and gates along the south and east sides of the site will be 6 foot black vinyl chain link fences. A fence will be required to be constructed around the entire outdoor storage with the initial site development. This will require an additional fence along the east edge of the storage area.

3. Storage area is paved or surfaced to control dust and erosion.

**Comment:** The Applicant is proposing to have the outdoor storage area be surfaced with Class 5. This is intended to be a temporary arrangement, to allow for build out of the 3 future buildings. Additional buildings would be constructed if the initial building reach an occupancy of 85% and there is a demand for more space. If the future

buildings are not constructed the outdoor storage area will be paved in 2028. The City may approve an exception to the paving requirement provided the Applicant enters into a PUD agreement with the City guaranteeing the pavement installation within the a deadline approved by the City.

4. All lighting shall be in compliance with Section 51.03, Subd. D.3 of this Ordinance or other lighting standards in place at the time of project approval.

**Comment:** The Applicant has provided a lighting plan for the full build out of the Site. The plan shows 90 degree cutoff light fixture will shielded light sources mounted on the buildings. The design and location of the light fixture meet the City standards for light levels across the site and at the property lines.

The lighting plan does not address lighting for the interim outdoor storage area. The applicant shall indicate if any additional freestanding light fixtures will be installed to address security in this area of the site.

5. The storage area does not take up parking space or loading space as required for conformity to this Ordinance and not in front yards.

**Comment:** The proposed outdoor storage area meets this condition. This commercial self-storage facility is intended for storage of household items and not the operation of any businesses. Tenants will park within the drive aisle to access their storage unit. No separate employee or customer parking is required for this development

6. The property shall not abut property zoned for residential, rural, or business use, including land in a neighboring township or city. "Abutting" includes across a street. "Abutting" does not include properties that touch only corner to corner.

**Comment:** The site meets this condition.

7. The storage area shall not abut a school or a public park.

**Comment:** The site meets this condition.

8. The ratio of storage area to building footprint shall not exceed 3.5:1.

**Comment:** The accumulative floor area of the six buildings is 34,340 sq. ft. The outdoor storage area will be approximately 25,800 sq. ft. The proposed outdoor storage area meets this performance standard.

9. Storage shall not include material considered hazardous under Federal or State Environmental Law.

**Comment:** Staff recommends that the outdoor storage be limited to vehicle and trailer storage.

**Planned Unit Development Agreement.** The development approval includes multiple buildings on the site developed over time and the establishment of interim outdoor storage. Through the PUD the Applicant is requesting flexibility from zoning standard to allow for the phased development of the site. To memorialize the approvals and define the future phased development responsibilities the Applicant shall enter into a PUD/development agreement with the City and recorded with the County.

## **CONCLUSION:**

The proposed commercial self-storage facility and the interim outdoor storage is an allowed use in the I-2 zoning district. Due to multiple buildings, the outdoor storage and the phased development on the site the development is being processed as a Conditional use permit / Planned unit Development. Based on our review of the submitted plan set we recommend approval of the Delano Self-Storage CUP/PUD plan set dated 01/22/24 with the following conditions being met.

1. The City approves the building lengths exceeding 150 feet as a PUD flexibility provided the site plan is revised to demonstrate turning movement around the ends of the buildings that will accommodate a 35 foot fire truck can move through the site.
2. Bollards be installed at the building corners to prevent building damage from vehicle movements.
3. Applicant shall provide a fence and gate details for site access and access to snow storage areas.
4. Applicant shall provide a utility plan showing hydrant locations.
5. Exterior wall finishes for building wall facing the street or adjoining properties shall be LP siding or comparable siding. The exterior building material shall be subject to the approval of City Building Inspector.
6. The site grading, drainage and storm water management shall be subject to review and approval of the City Engineer.
7. The outdoor Storage area is approved provide the following conditions are addressed and implemented.
  - The outdoor storage area shall be restricted to the storage of vehicles and trailers only.
  - Prior to allowing on-site outdoor storage, the applicant shall provide a plan for the orderly parking of vehicles and trailers within the

storage area. Said plan shall include designated vehicle/ trailer storage spaces and driveways to access each vehicle space.

- By 2028, the applicant shall either construct the approved buildings or pave the outdoor storage area.
- Screening along the south and east sides of the outdoor storage area is deferred until 2028, provided the applicant shall submit plan for screening the outdoor storage area for City approval.
- A fence shall be installed around the entire outdoor storage area with the initial construction. This will require additional fencing along the east side of the site.
- The lighting plan shall be revised to show any proposed lighting within the outdoor storage area.

8. The landscape plan must restore a 16 foot wetland buffer with appropriate wetland grown cover. The applicant shall install wetland buffer demarcation posts at the edge of the wetland buffer. Posts shall be installed at intervals visible from post to post no greater than 150 feet apart.
9. Applicant shall enter into the PUD/ Development agreement with the City that defines the development approvals and future phased development responsibilities.

Delano Self Storage  
Narrative – City Ordinance

Background:

Our desire is to develop, own and operate a self-storage facility in Delano to meet the needs of the growing community. Our market study shows that there is an un-met demand of nearly 90,000 rentable square feet of self-storage based on the current supply and the surrounding population of Delano. Our vision is to provide a self-storage facility that is aesthetically pleasing, secure, safe and convenient for our customers.

Narrative comments related to Section 3. Section 51.30 Subd. D (I-1 District Conditional Uses):

- a. Attached is a tenant lease that will have the necessary language prohibiting the storage of hazardous materials.
- b. Attached is a tenant lease that will have the necessary language prohibiting the use of the storage units for retailing, wholesaling, office, manufacturing, repair, or residential use.
- c. Building Lengths - Our initial phase of the development will have 6 buildings with the following Dimensions:

Building A:	35'D x 204'L x 14'H
Building B:	24'D x 200'L x 10'H
Building C:	30'D x 180'L x 12'H
Building D:	15'D x 210'L x 9' 6"H
Building E:	30'D x 200'L x 9' 6"H
Building F:	40'D x 200'L x 9' 6"H

Given the unique layout of the lot and the preferred north and south positioning of the buildings, our request is to have our building extend past the preferred length of 150 feet.

For the 4 buildings we plan on building this summer, we have the detailed elevation plans included. For the 2 buildings we plan on building next spring, we have eagle view plans included.

- d. Attached is the conceptual site plan showing the building layout and the positioning of the necessary setbacks.
- e. Attached is our preliminary landscaping plan, which meets both the city's requirements and our desire for this facility to be aesthetically pleasing. As we finalize our signage plans, we may need to adjust our landscaping plans.
- f. During the construction phase, our plan is to build the initial 4 perimeter buildings the Fall of 2024 and to finish the remaining 2 inside buildings the Spring of 2025. During this time, our driveways will be class 5, or similar material, but will be finished with asphalt in the Summer of 2025 when all 6 buildings are erected.

During the first year of operations our plan is to have outdoor storage along the southeast side of the property, as we fill up our initial 6 buildings. During this phase, the parking lot will be class 5 material. Once we exceed 85% occupancy within our initial 6 buildings, our plan is to build 2 or 3 additional buildings in the southeast part of the lot, which will eliminate the outdoor storage. At this time, all

driveways will have asphalt. If by the Spring of 2028 we determine there isn't enough demand to build out the last few buildings, we will asphalt the Southeast part of our lot specifically for outdoor storage.

g. All of our buildings will have heat and smoke monitoring systems installed and monitored by WH Security. In addition, our buildings will include firewalls designed to create separation within our buildings. Below shows each of our 6 buildings, the total square footage, the number of firewalls and the square footage within each separated unit.

Building A:	7,140 Total Square footage
	4 Firewalls
	Approximately 1,428 square feet per separated section
Building B:	4,800 Total Square footage
	2 Firewalls
	Approximately 1,600 square feet per separated section
Building C:	5,400 Total Square footage
	2 Firewalls
	Approximately 1,800 square feet per separated section
Building D:	3,150 Total Square footage
	1 Firewall
	Approximately 1,575 square feet per separated section
Building E:	6,000 Total Square footage
	3 Firewalls
	Approximately 1,500 square feet per separated section
Building F:	8,000 Total Square footage
	3 Firewalls
	Approximately 2,000 square feet per separated section

Attached is our site plan with proposed fire walls and the preliminary site plan providing fire hydrant location.

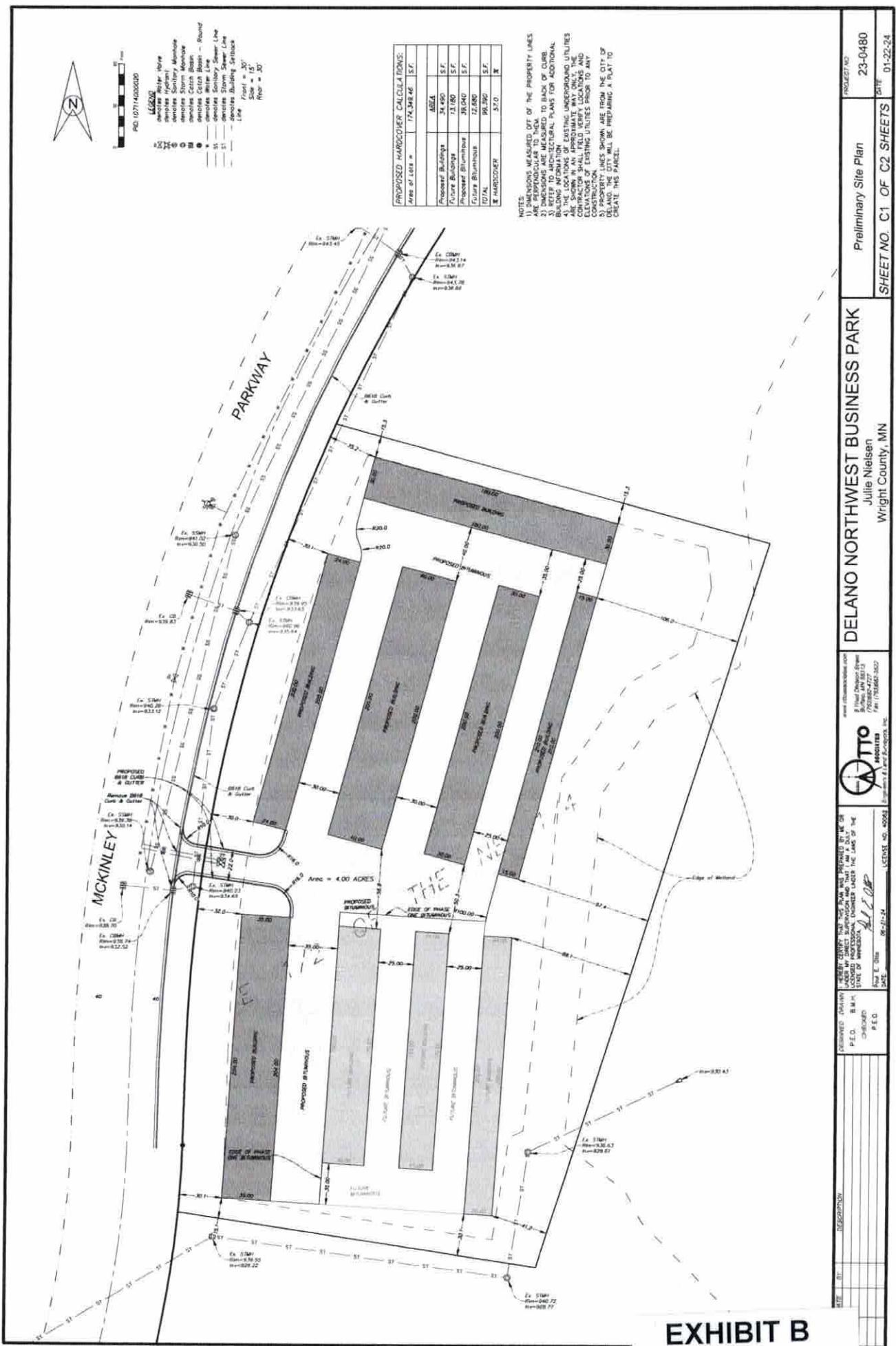
h. Our fence plan will be designed with 2 double swing gates (20' opening) on the Northeast and East part of the property to push snow towards the northeast and the east side of our property.

i. We will not have “on-premises” staff. Through technology and living in the community, we will be able to manage the property without having to build a dedicated on-site office.

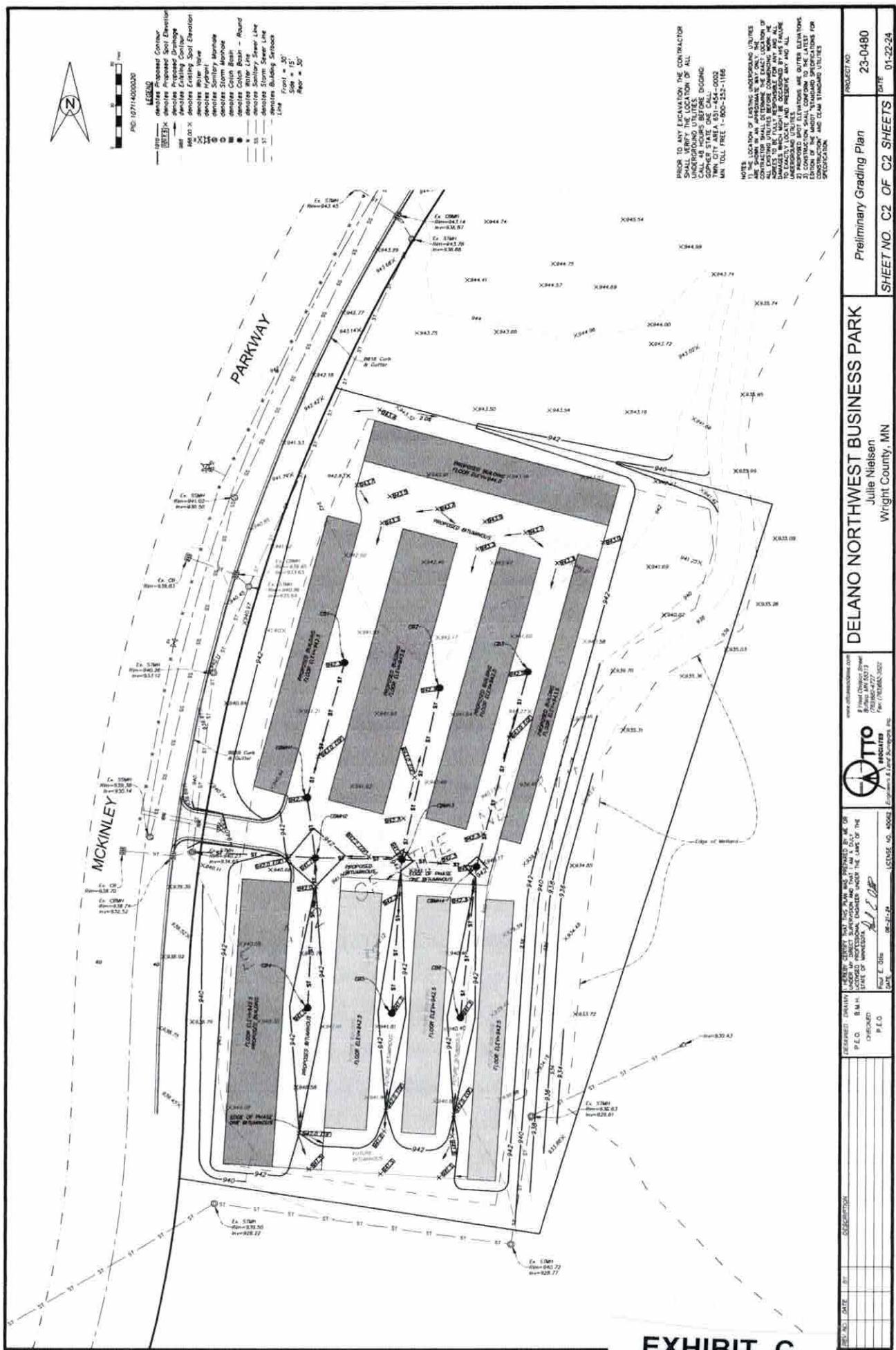
j. Our two buildings adjacent to McKinley Parkway will have the south facing, west facing and north facing side finished with LP siding, or a comparable siding. Our north building adjacent to the property to our North will have the west facing, north facing and east facing side finished with a LP siding, or a comparable siding. All other buildings will have metal siding.

k. Attached is our photometric plan.

l. Attached is our security camera plan. Our secured gate will only provide access from 6:00 AM to 10:00 PM.



## EXHIBIT B



## **EXHIBIT C**

JOURNAL OF CLIMATE

## LANDSCAPE PLAN

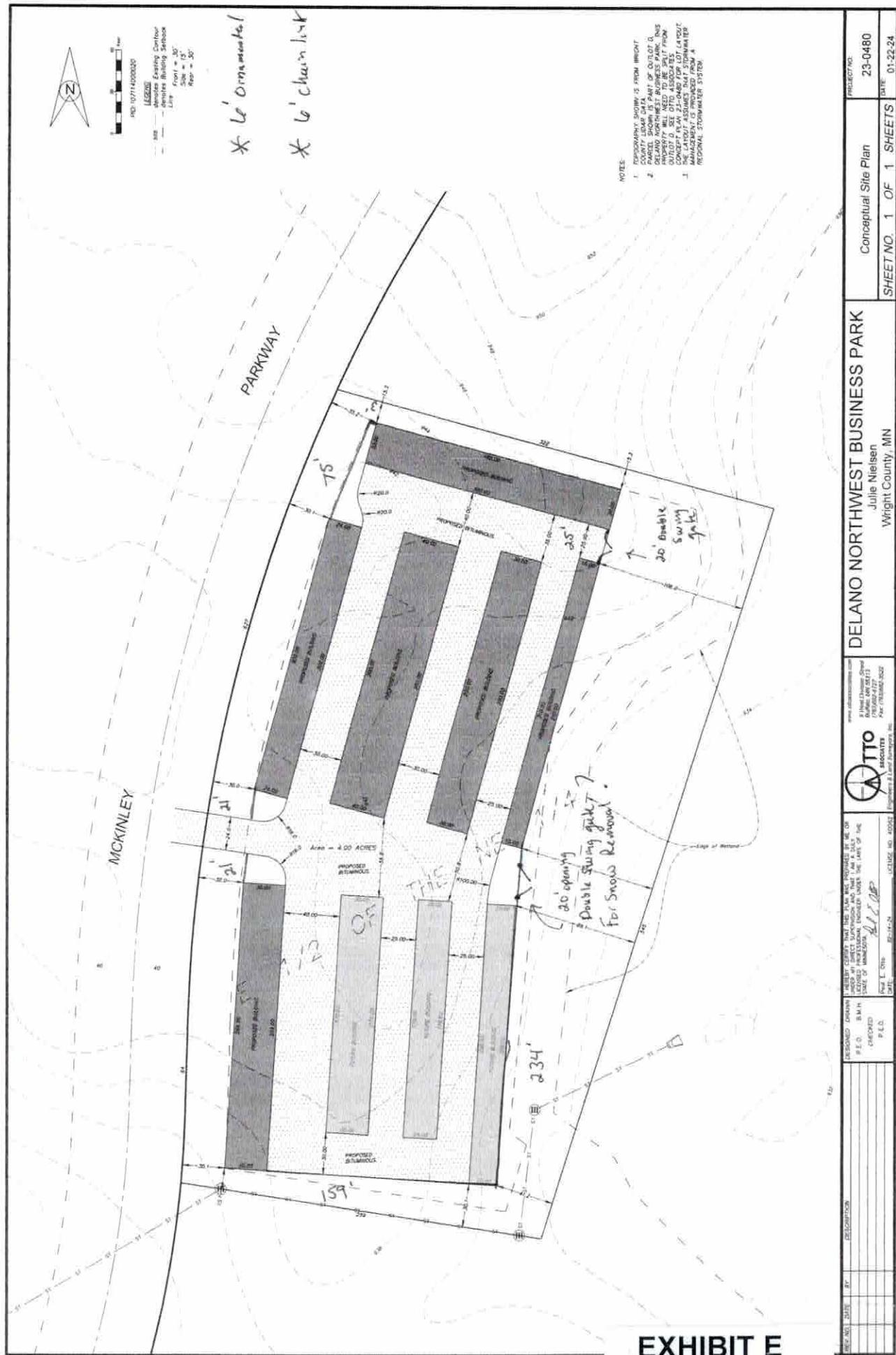
DELANO, MN  
MCKINLEY PARKWAY  
BUSINESS PARK  
DELANO NORTHWEST

Revisions

LA-1

GRAPHIC SCALE IN FEET

**EXHIBIT D**

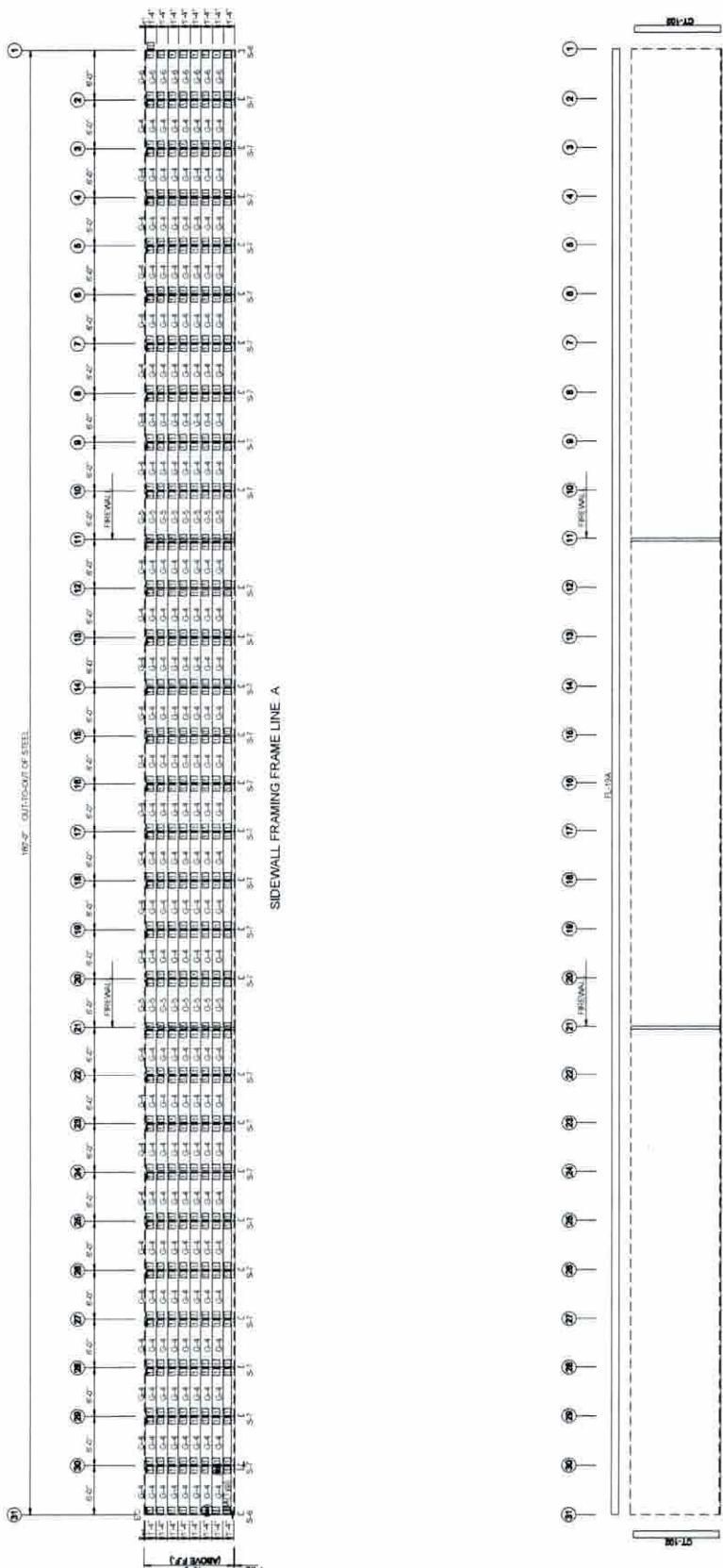


9'-6" TALL  
TALL. # 4 E

## FLOOR PLAN

## EXHIBIT F



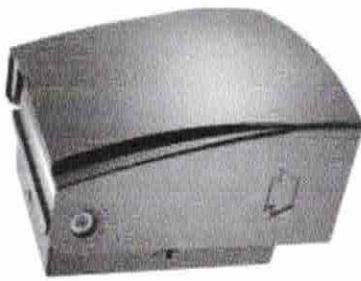


## **EXHIBIT G**

<b>Structural Buildings</b>					
PROJECT ID	SS34-14666C-C				
PROJECT NAME	Delano MA 55.200				
ADDRESS					
DESIGN DRAFT	SHEET E3 OF 10		CHECK		
DATE 6/17/24					

Lumininaire Schedule		
Symbol	Qty	Label
+	45	KT-WPLED75PS-M3-8CSB-VDIM (75)

Calculation Summary		
Label	CalcType	Units
Property	Illuminance	Fc
		Avg 5.44 Max 19 Min 0 N.A. 0



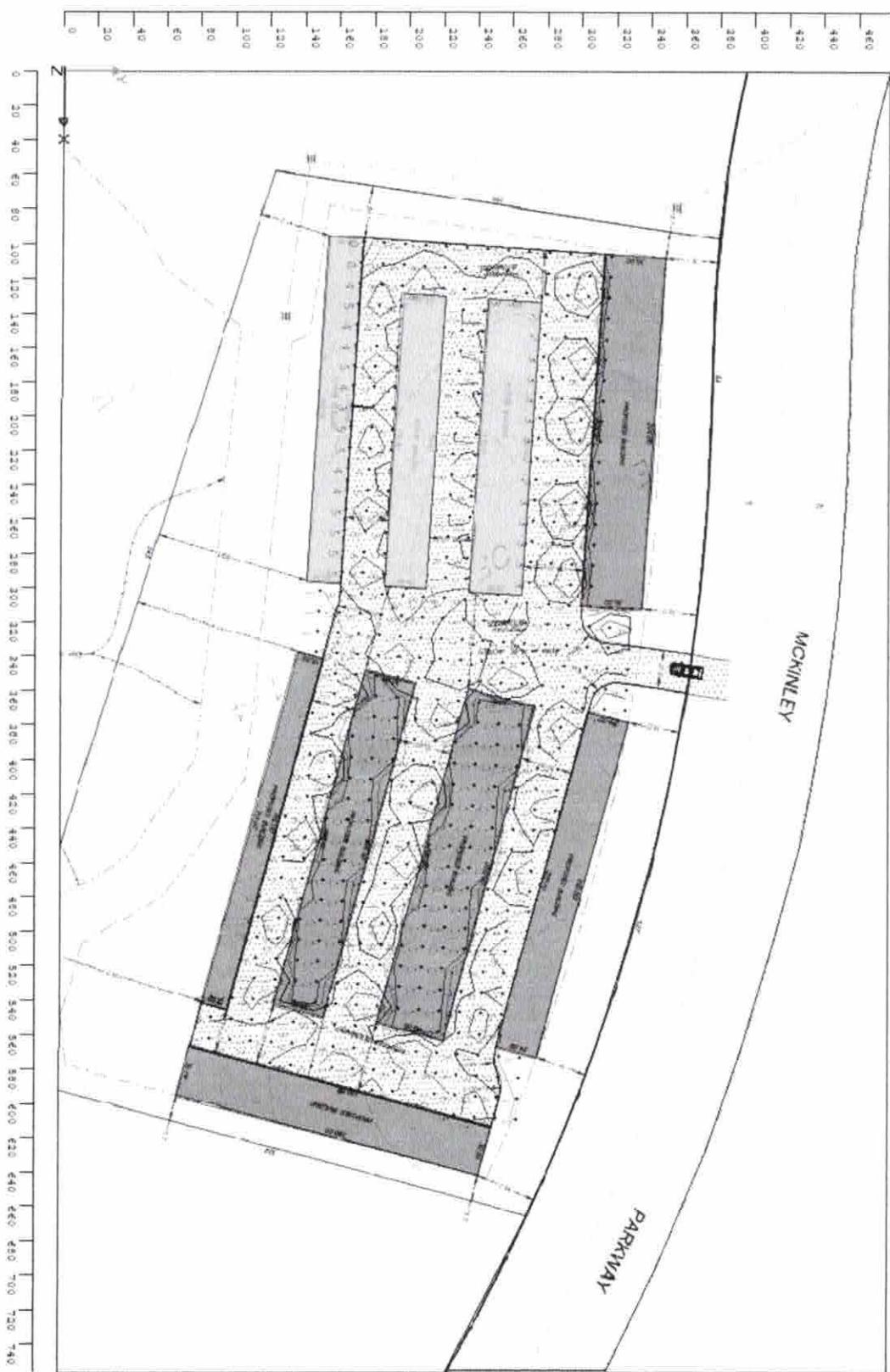
Project : Nielsen Concept Plan  
 KT-WPLED70  
 MH is 12', Tilt at 45 Degrees

Keystone Technologies Lighting Layout

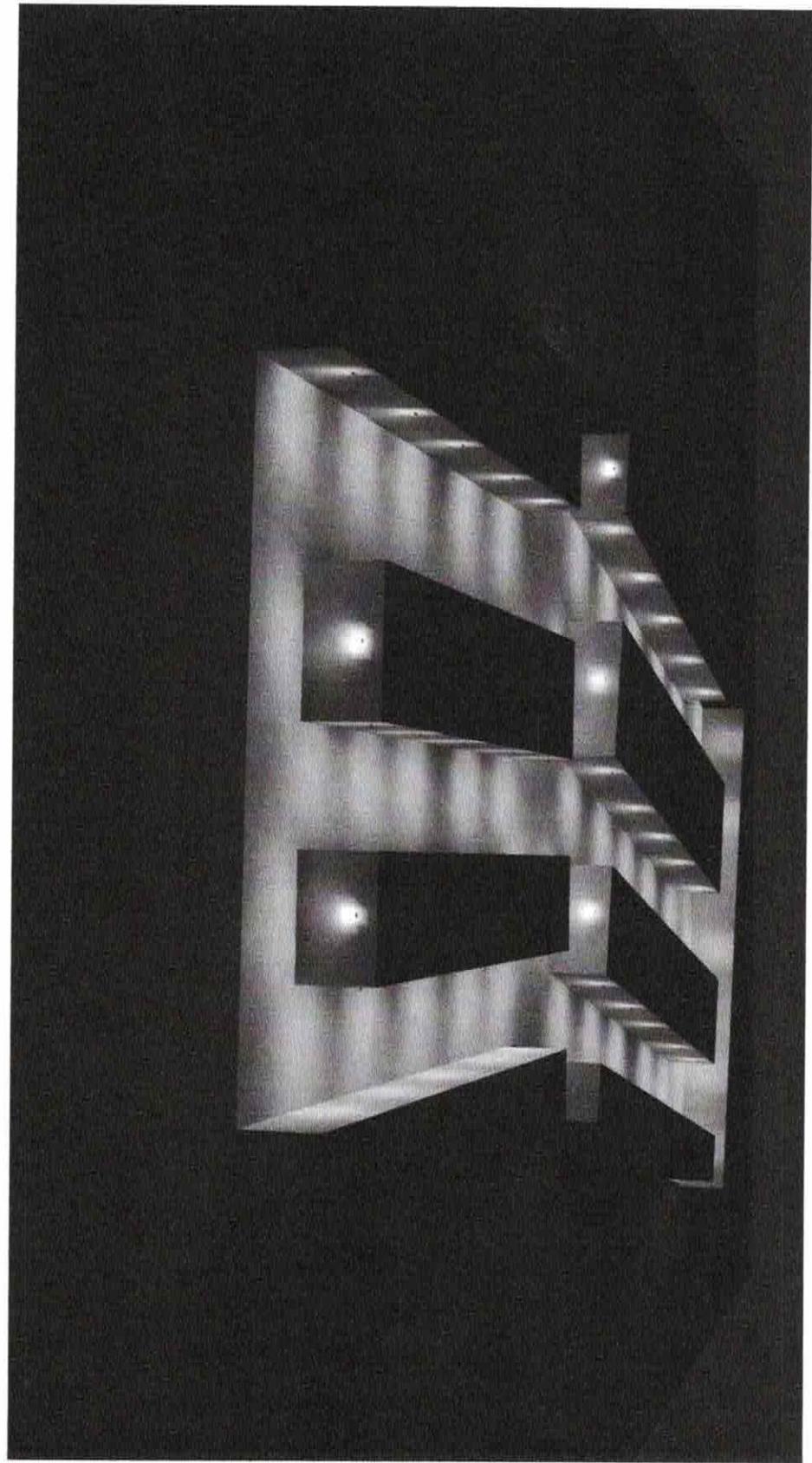
2750 Morris Road  
 Lansdale, PA 19446  
 Phone 1-800-464-2680  
 Email: [LightingLayouts@keystonetech.com](mailto:LightingLayouts@keystonetech.com)

**KEYSTONE**  
 SINCE 1945

LIGHT MADE EASY™



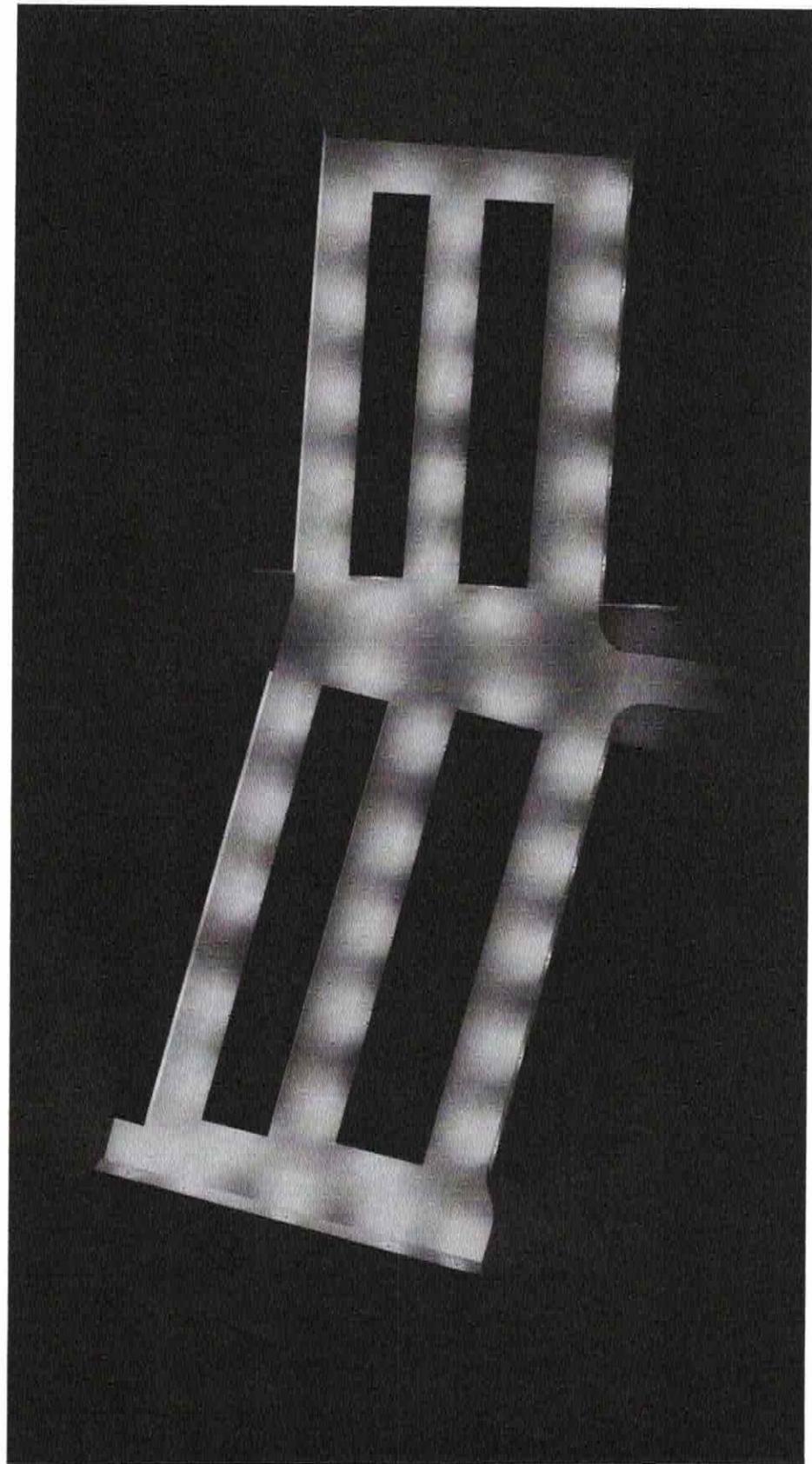
Project : Nielsen Concept Plan  
KT-WPLED70  
MH is 12', Tilt at 45 Degrees



Keystone Technologies Lighting Layout  
2750 Morris Road  
Lansdale, PA 19446  
Phone 1-800-464-2680  
Email: [LightingLayouts@keystonetech.com](mailto:LightingLayouts@keystonetech.com)

**KE<sup>Y</sup>STONE**  
SINCE 1945  
LIGHT MADE EASY<sup>®</sup>

Project : Nielsen Concept Plan  
KT-WPLED70  
MH is 12', Tilt at 45 Degrees



Keystone Technologies Lighting Layout  
2750 Morris Road  
Lansdale, PA 19446  
Phone 1-800-464-2680  
Email: [LightingLayouts@keystonetech.com](mailto:LightingLayouts@keystonetech.com)

**KE<sup>ST</sup>ONE**  
SINCE 1945  
LIGHT MADE EASY™

MINNESOTA SELF STORAGE LEASE/RENTAL AGREEMENT

**DELANO SELF STORAGE, LLC**

McKinley Parkway  
Delano, MN 55328

Phone (612) 554-9385

Email: [delanoselfstoragemn@gmail.com](mailto:delanoselfstoragemn@gmail.com)

Website: [www.delanoselfstorage.com](http://www.delanoselfstorage.com)

Date \_\_\_\_\_

**SPACE, RENT & CODE**

**THE OCCUPANT INFORMATION**

Name \_\_\_\_\_ (Occupant)

Gate Code# \_\_\_\_\_

Address \_\_\_\_\_

Unit# \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Rent Due Date: 1<sup>st</sup> Day of Each Month

Home Phone (\_\_\_\_\_) \_\_\_\_\_

Rent \$ \_\_\_\_\_

Cell Phone (\_\_\_\_\_) \_\_\_\_\_

Move in Rent \$ \_\_\_\_\_

Work Phone (\_\_\_\_\_) \_\_\_\_\_

Administrative Fee \$ 25.00

Email \_\_\_\_\_

Lock # \_\_\_\_\_

Driver's License: Copy of Driver's License is required on file

Lock Combination \_\_\_\_\_

Vehicle(s) Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Plate \_\_\_\_\_ Color \_\_\_\_\_

Vehicle(s) Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Plate \_\_\_\_\_ Color \_\_\_\_\_

**ALTERNATE CONTACT:** Please provide the name and address of another person to whom notices may be sent and/or for emergency contact: Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Occupant declines to provide an alternate contact person. Occupant's Initials \_\_\_\_\_

**MILITARY STATUS:** Please state whether you or your spouse is a member of the "uniformed services" of the United States meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the Public Health Service:  Yes – Military ID# \_\_\_\_\_  No

Please state whether you are member of the National Guard, the Army National Guard of the United States or the Air National Guard of the United States.  Yes – Military ID# \_\_\_\_\_  No

**DESCRIPTION OF PROPERTY TO BE STORED:** \_\_\_\_\_

If Occupant's Property includes a vehicle, please provide description, tag number and VIN (if no vehicle is stored in the Space, write "None" and initial)

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**DISCLOSURE OF LIENHOLDERS:** Please state name and address of any lienholders or secured parties who have an interest in the property that is or will be stored. If there are no lienholder or secured parties who have an interest in stored property, please write "none".

Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

**NOTICE OF LIEN: PURSUANT TO THE SELF-SERVICE STORAGE FACILITY ACT OF THIS STATE (MN STATUTE 514 -Sections 514.970 through 514.979) YOUR STORED PROPERTY IS SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD TO SATISFY THE LIEN IF RENT AND OTHER CHARGES REMAIN DUE AND UNPAID.**

**Delano Self Storage, LLC** ("Owner") rents the storage space indicated above to the Occupant on the terms and conditions set forth below:

Occupant represents and warrants that the information Occupant has supplied is true, accurate and correct, and Occupant understands that Owner is relying on Occupant's representations. Occupant is required to keep all mailing and email addresses current. All postal and electronic mail address changes must be in writing and are valid only when acknowledged by the Owner in writing.

**TERM:** The term of this agreement shall commence on the date the agreement is executed and shall continue a month-to-month basis thereafter, unless a longer term is agreed to in writing by owner and occupant. The minimum term is one month.

**RENT:** The monthly rent shall be the amount stated on Page 1. The rent shall be paid to Owner or Owner's agent at the address designated in this agreement. Payment is due on the Rent Due Date stated on Page 1 of each calendar month, in advance and without demand. The owner reserves the right to require that the rent and other charges be paid by credit card, cash, certified check, or money order.

Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights, and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property. Only full payment on Occupant's account will stop a lien sale.

**LATE CHARGES AND OTHER FEES:** In addition to the fees and charges listed on Page 1. Occupant agrees to pay Owner: (i) A late fee of \$39.00 if rent is received fifteen (15) or more days after the due date. The late fee shall be charged each month the rent or any part thereof is past due; (ii) A return check charge of \$30.00 plus all bank charges for any dishonored check; (iii) A Lien fee in the amount of \$75.00 if rent is 45 or more days late; and (iv) A Sale fee in the amount of \$150.00 if Occupant's contents are auctioned to satisfy Owner's lien on said contents. These fees and charges are considered additional rent. Occupant also agrees to pay collection costs and lien processing fees incurred by Owner, including Owner's attorney's fees.

**DENIAL OF ACCESS:** When rent or other charges remain unpaid for fifteen (15) or more days, Owner may deny Occupant access to Occupant's personal property that is stored in the storage space.

**LOCKS:** Lock is provided and is FREE while renting. Please leave the lock, with lock's original combination, in the Facility Lock Return Box (located near service door of B18). A replacement lock can be purchased from Owner for \$15.00.

**LOCK CUT:** A lock cut fee of \$30.00 will be charged for locks that need to be removed. Occupants may not cut their own lock off unless they provide the owner with proof of insurance cover any damage to the building, door, or latch if they are damaged.

**CLIMATE CONTROLLED UNITS:** If the storage space rented is a climate-controlled unit, then Owner provides heating and air conditioning to the building containing the storage space. Owner shall use all reasonable efforts to maintain

temperature in the building containing storage space of no less than forty (40) degrees heating, and no more than eighty (80) degrees cooling. Occupant agrees to release Owner from any and all liability arising from any such failure of the heating and cooling systems which occur as a result of a failure outside of Owner's direct control.

**HUMIDITY IN THE STORAGE SPACE:** Owner does not represent that the storage space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term.

**USE OF STORAGE SPACE:** Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store food or any perishable items in the space. **Occupant agrees not to store collectibles, heirlooms, jewelry, and works of art or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property.** No habitable occupancy of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. Occupant agrees not to conduct any business out of the Space.

**NO BAILMENT:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Occupant's stored property.

**LIMITATION OF VALUE:** Occupant shall not store property with a total value in excess of \$5,000 without the prior written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

**HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Occupant is strictly prohibited from storing or using materials in the storage space or anywhere else at the facility that are classified as hazardous or toxic under any law, ordinance, or regulation, or from engaging in any activity which produces such materials. Owner, at Occupant's sole expense, may enter the storage space at any time to remove and dispose of prohibited items.

**INSURANCE:** Owner does not carry insurance coverage for Occupant's personal property that is stored in the rented storage space. Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of Occupant's stored property. Such insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property.

**TENANT PROTECTION PLAN:** Occupant acknowledges that they have the option to choose between different levels of tenant protection offered by owner or decline by providing proof of their own insurance. If occupant declines coverage and does not input their own insurance coverage, they are automatically enrolled in the lowest tenant protection coverage offered after 14 days.

**RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable to Occupant or Occupant's agents for any loss of or damage to any personal property at the self-storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, mold, mildew, or acts of God.

**RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant or Occupant's agents for injury or death as a result of Occupant's use of the storage space or the self-storage facility, even if such injury or death is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. Occupant, on its behalf and the behalf of Occupants heirs, agents, successors, personal representatives and assigns hereby releases Owner and its officers, employees, agents and assigns from all such claims.

**INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Owner from all claims and lawsuits (including attorneys' fees and all costs) arising out of Occupant's use of the storage space and common areas.

**RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the operation and good order of the facility. Owner, in the event of snow, clears

the common drives and parking lots, but any snow or ice in front of the storage space rented by Occupant is Occupant's responsibility to remove. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time. No Semi-truck traffic allowed on the premises." A semi-truck is defined as: A semi-truck, also known as a semitruck (or semi, eighteen-wheeler, big rig, tractor-trailer) is the combination of a tractor unit and one or more semi-trailers with a type of hitch called a fifth wheel."

**OCCUPANT ACCESS:** Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the premises. GATE ACCESS 6 AM – 10 PM. Gate code needs to be entered on entrance and exiting the facility.

The Storage Facility is closed between 10 PM – 6 AM, and Occupant access will not be allowed during these hours.

**OWNER'S RIGHT TO ENTER:** Occupant grants Owner or Owner's agent access to the storage space rented by Occupant upon two (2) days advanced written notice to Occupant. In the event of an emergency or nuisance, Owner shall have the right to enter Occupant's storage space without notice to Occupant and take such action as Owner reasonably deems necessary or appropriate to preserve the premises, to comply with applicable law or to enforce Owner's rights.

**TERMINATION:** Fourteen (14) days prior written notice given by Owner or Occupant to the other party will terminate the tenancy. Owner does not prorate partial month's rent. Prepaid full month's rent shall be returned to Occupant within twenty-one (21) days after Occupant has removed all of Occupant's property from the rented storage space, provided the space is left broom clean. For a storage space not left broom clean, Occupant agrees a \$30.00/hour charge for labor may be charged by Owner to Occupant with a 1 hour minimum.

**PROPERTY LEFT ON THE PREMISES:** Owner may dispose of any property left on the premises by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

**TIME TO FILE SUIT:** Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or employees within one year of the event that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.

**WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective right to trial by jury for any claim or cause of action arising out of, or in any way connected with, this rental agreement, Occupant's use of the storage space or this storage facility.

**NOTICES FROM OWNER:** All notices required by this rental agreement shall be sent by first-class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by Occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided. All statutory notices shall be sent as required by law which may include email.

**NOTICES FROM OCCUPANT:** Occupant shall send notices by first-class mail postage pre-paid or electronic mail to the Owner's postal or electronic mail address provided in this Agreement or in a written change thereto. All postal and electronic mail address changes are valid only when acknowledged by Owner in writing.

**NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever.

**CONDITIONS AND ALTERATIONS:** Occupant assumes responsibility for having examined the storage space and hereby accepts it as being in good order and condition. Space sizes are approximate and for comparison purposes only Spaces may be smaller than indicated in advertising or other size indicators. Occupant shall make no alterations or additions to the storage unit without the prior written consent of the Owner. Any alterations, additions or fixtures shall be accomplished at the Occupant's cost, and at the option of the Owner same shall become the property of the Owner at termination of this lease or any extension thereof or shall be removed by the Occupant at the termination of this lease or any extension thereof and the premises returned to the condition they were in at the commencement of this lease, all at the cost of the Occupant.