# CubeSmart Rezoning RZ-24-07-045 Orange County BCC October 29, 2024

By: Joseph Kovecses Lowndes, Drosdick, Doster, Kantor & Reed, P.A. October 29, 2024







# Aerial Existing





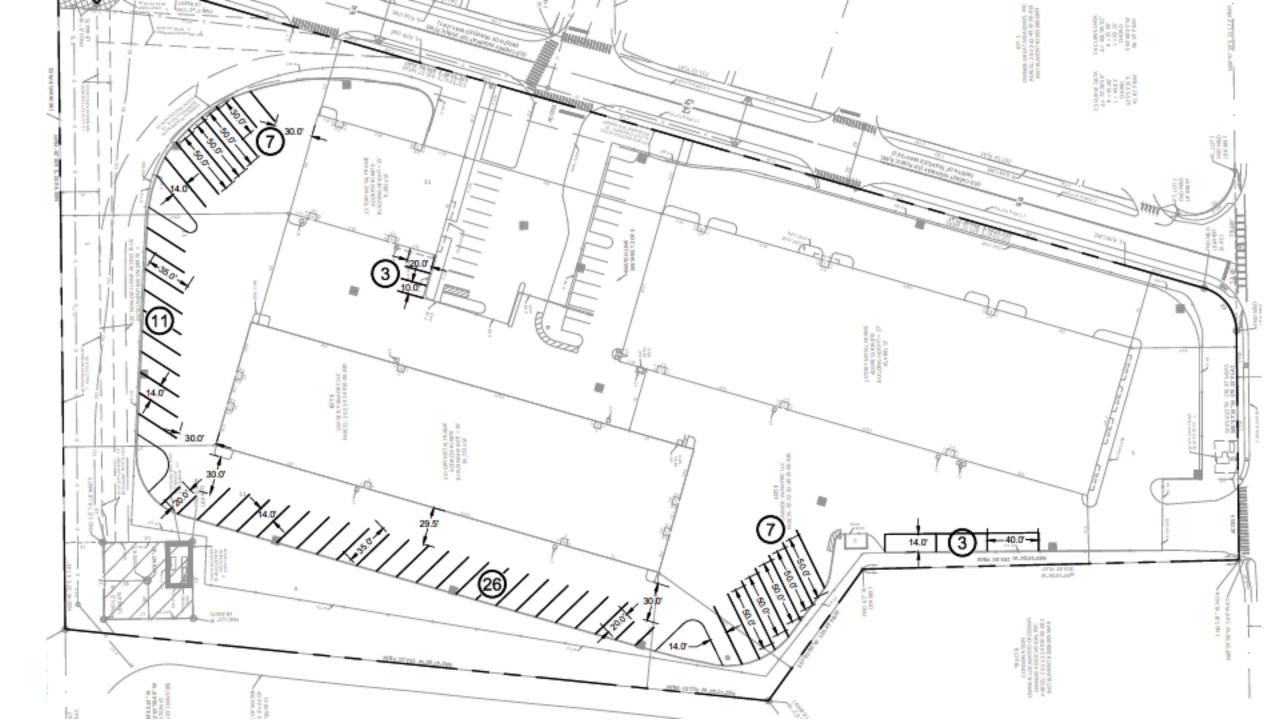
Lowndes

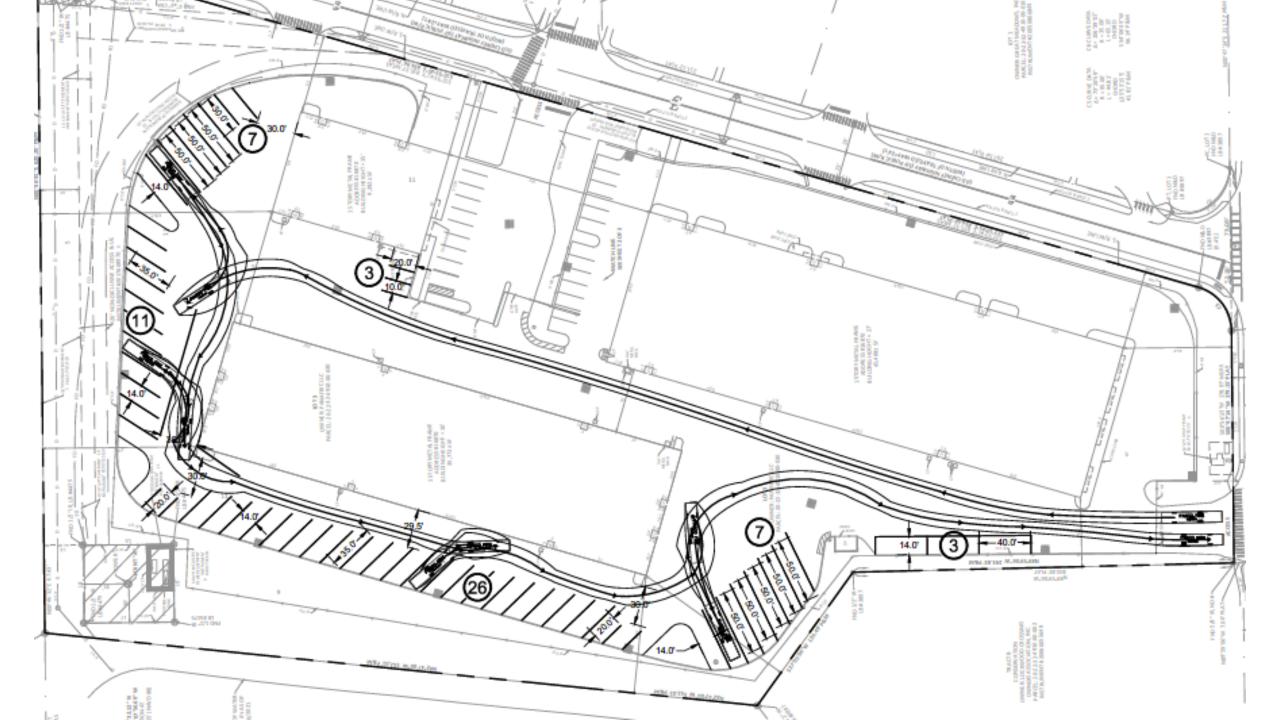


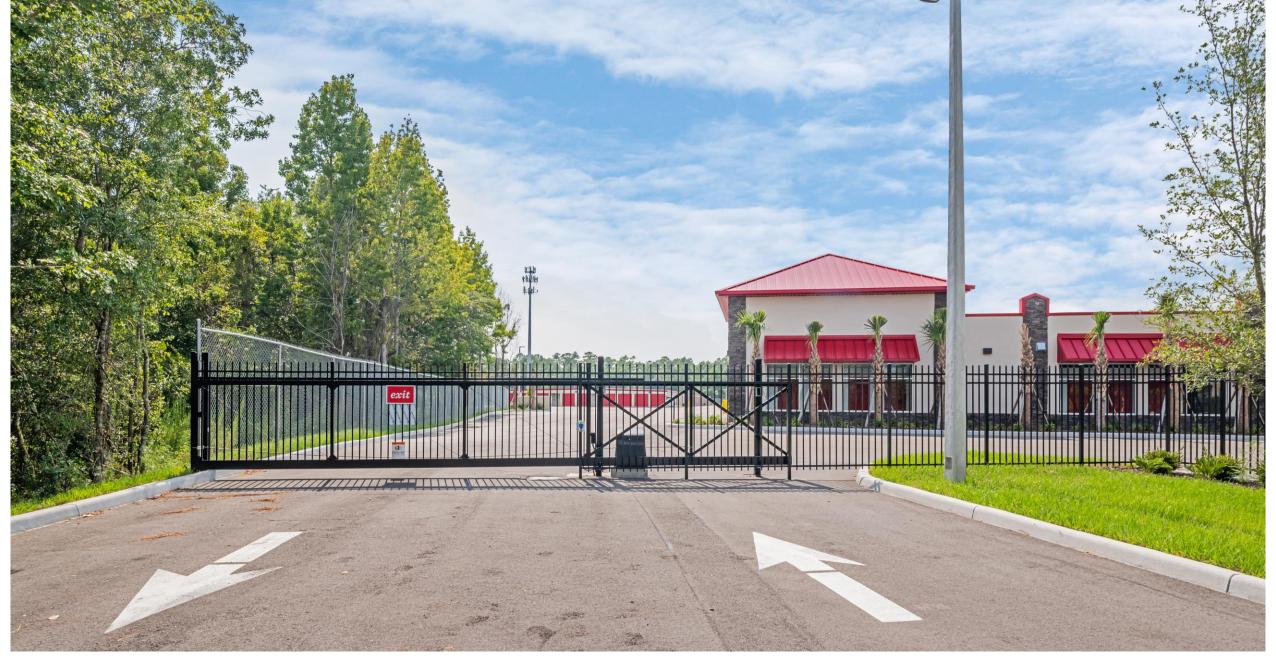
Lowndes



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## Surrounding Area





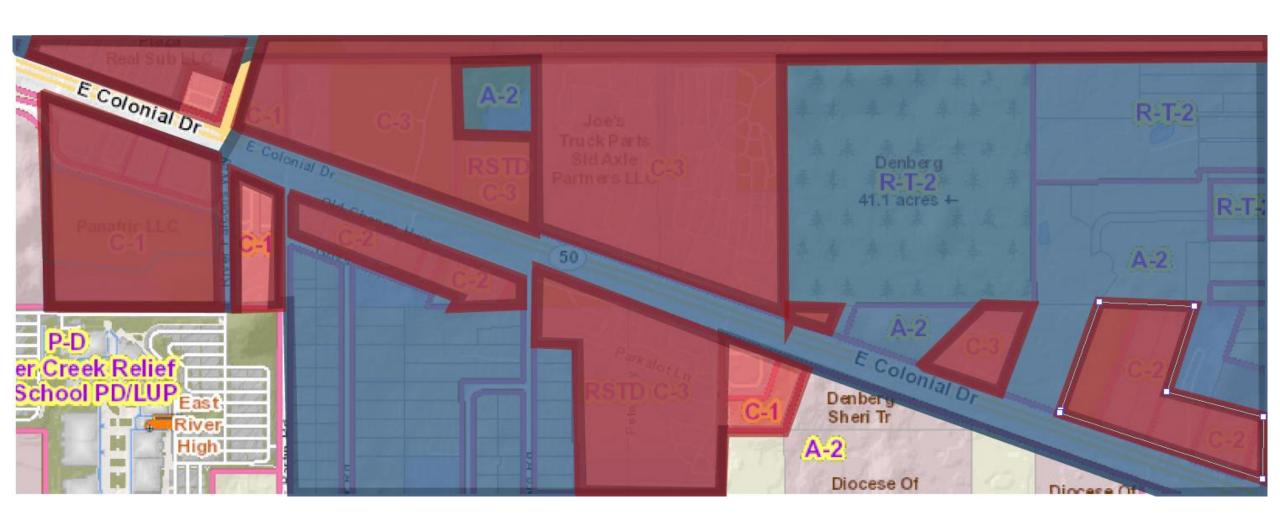
**Overview of Zoning** 





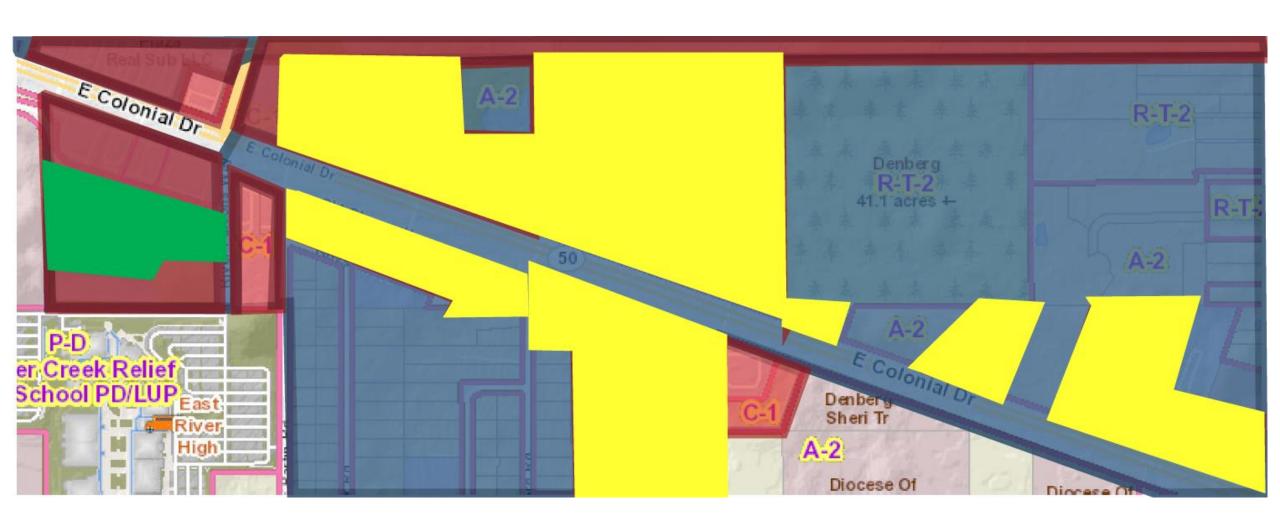
**Boundary of Rural Settlement** 





**Existing Commercial Zoning** 





**Existing C-2 and C-3 Zoning** 





Lowndes



Lowndes



Lowndes

### **Comprehensive Plan**

### FLU6.2.11

Neighborhood commercial and office e uses shall be allowed in Rural Settlements in areas designated for such on the Future Land Use Map. Only those commercial and office uses that will support existing residential uses shall be permitted in Rural Settlements. The scale and intensity of commercial and office uses must be compatible with the development pattern of the existing Rural Settlement. . . . .



## **Comprehensive Plan**

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#### FLU6.2.12

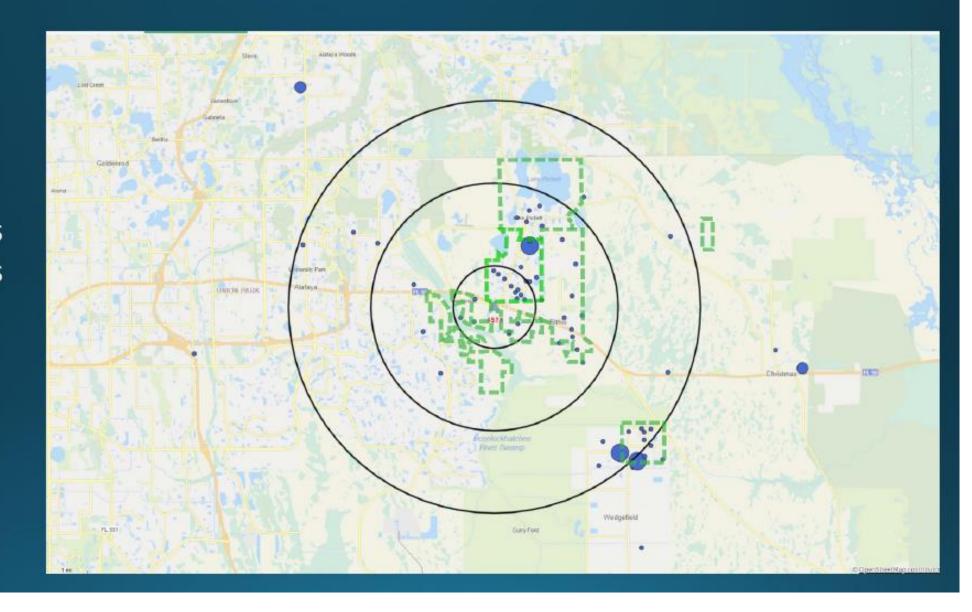
Neighborhood commercial uses in Rural Settlements shall be developed according to the following criteria:

- A. These uses shall be located to serve the residents of the rural area and not primarily to attract "pass-by" trips; and
- B. These uses shall contain retail and personal services intended to serve the **immediate population**.

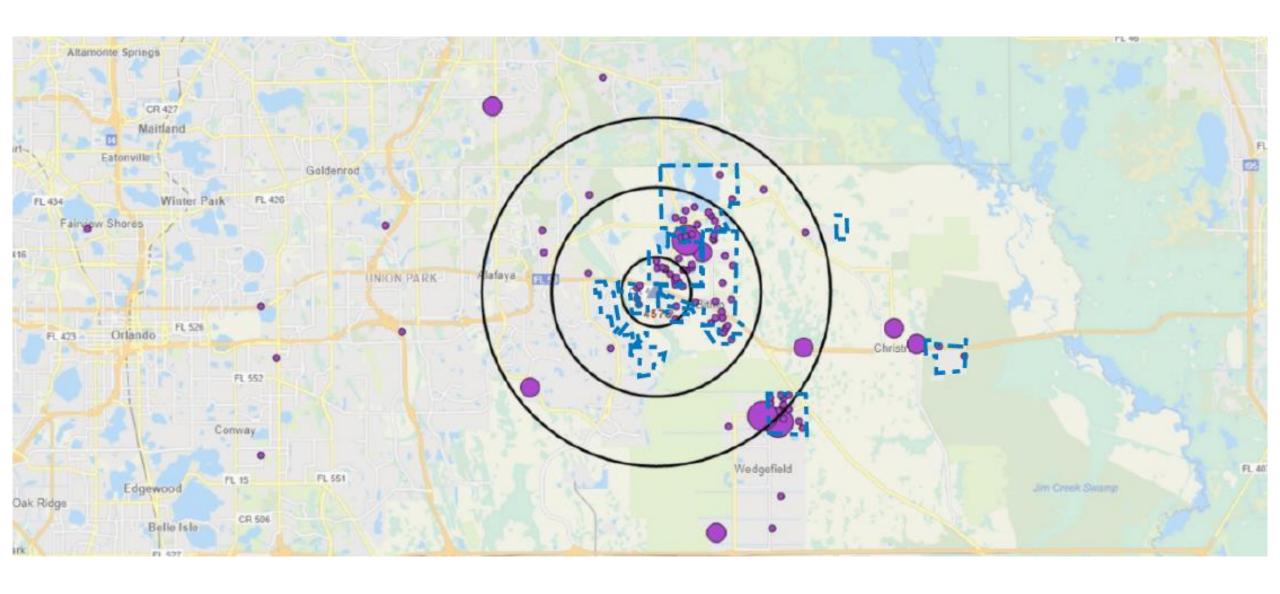


# Existing Customers

- 15% within 1 mile
- 35% within 3 miles
- 51% within 5 miles









## **Rental Agreement Terms**

#### **TERMS AND CONDITIONS:**

1. <u>Cube</u>. Customer has examined the Cube and Store and rents the Cube ("<u>Cube</u>") for the Term in "as-is" condition. The measurements of the Cube are an approximation only and do not refer to usable space and any referenced Cube size is given for illustration only and may vary from actual Cube measurements. Customer will have access to the Store and Cube only during such hours and days as are regularly posted at the Store, which are subject to change by Operator, and further provided that Customer is not in default under this Agreement. Customer shall safeguard the Cube and securing Customer's personal property (the "<u>Cube Contents</u>"), and Customer shall provide one lock for the rental of the Cube to secure the Cube and Cube Contents. If Customer or Customer's guest damages the Cube or the Store, Customer will immediately pay to Operator the costs to repair the damage. Customer is solely responsible for locking the Cube and securing the Cube Contents. In an emergency, Operator may relocate the Cube Contents to a different space and Customer will rent that space as the Cube under this Agreement. Operator may access the Cube for inspections, repairs, or maintenance. Except in an emergency, Customer will receive advance notice by email of Operator's intent to access the Cube and, if Customer does not assume care, custody of, or control over, the Cube Contents even if Operator enters the Cube or denies Customer access to the Cube. No bailment or deposit of goods for safekeeping is intended or created under this Agreement.



### **Terms and Conditions**

## 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.



## Surrounding Area



# THANK YOU

