

MAINTENANCE AGREEMENT



This agreement is made and entered into this 20th day of May 2011 by and between the City of Detroit, a body public, through its Department of Public Works, (referred to as the "City") and Mack Avenue Investors, LLC a Delaware Limited Liability Company (referred to as (DBA) "EZ Storage®").

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually as follows:

1. **Purpose of Agreement:** EZ Storage® owns certain property described as:

See Exhibit A

which it intends to improve and maintain for parking. City owns a certain alley and right of way adjacent to EZ Storage® property. Since persons entering or exiting from the EZ Storage® parking lot may use the city owned property EZ Storage® agrees to maintain a section of the publicly owned alley as detailed in the plan attached as exhibit "B".

2. **Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of EZ Storage®.
3. **Indemnification and Hold Harmless:** EZ Storage® hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims, of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property arising from EZ Storage® it's use or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
4. **Insurance:** EZ Storage® covenants and agrees at its sole cost and expense to maintain for the mutual benefit of it and the City comprehensive general liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to , death) or property damage (including, but not limited to, destruction) occurring upon, in or about the public right of ways described herein, at combined single limits but not less than One Million (\$1,000,000.00) Dollars per occurrence; One Million (\$1,000,000.00) Dollars aggregate. Such insurance coverage shall name the city of Detroit as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of the City of Detroit, Finance Department, Coleman A Young Municipal Center, Detroit, Mi 48226, Attn: Risk Management Division. Said Coverage may be executed by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy affecting such coverage. The insurance shall be primary and any such insurance or self- insurance maintained by the City shall be secondary and non-contributory and excess. EZ Storage® shall be responsible for payment of all deductibles relating to insurance maintained by EZ Storage®. The provisions requiring EZ Storage® to carry such insurance shall not be construed as waiving or restricting the liability of EZ Storage® under this agreement.

5. **Right to Assign:** EZ Storage® may assign its obligations under this agreement to an unrelated third party upon City's prior written consent. Upon such authorized assignment to an unrelated third party, EZ Storage®'s Obligations under this agreement will cease.
6. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
7. **Entire Agreement:** This agreement constitutes the entire agreement between the parties. Any prior agreements, negotiations or representations not expressly set forth in this agreement are of no force and effect. Any amendment to or modification of this agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
8. **Successors and Assigns:** This agreement shall be binding upon the successors and assigns of EZ Storage®. This agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.
9. **Improvement Changes:** Any changes by EZ Storage® to the public right of ways described herein be subject to the prior approval of the City.
10. **The parties understand** that this agreement in no way limits the property rights of the City with regard to the subject public alley or the city's right to convey, alter or eliminate the said public alley.
11. **EZ Storage® and its successors agree** perpetually to maintain the subject publicly owned alley and to provide in relation to it the following services:
 1. **Proper Alley Pavement at all times free of obstruction.**
 2. **Snow removal.**

REMAINDER OF PAGE INTENTIONALLY BLANK

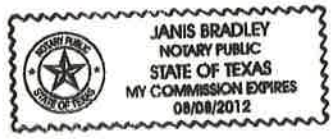
Mack Avenue Investors, LLC a Delaware Limited Liability Company (referred to as (DBA) "EZ Storage").

BY: Stephen M. Nolan
STEPHIE WOLFE
It's Authorized Member

APPROVED AS TO
FORM & EXECUTION
[Signature]
Chief Assistant Corporation Counsel

State of Texas)
County of Tarrant)

The foregoing instrument was acknowledged before me this 20th day of May 2011, by Mack Avenue Investors, LLC a Delaware Limited Liability Company (referred to as (DBA) "EZ Storage") on behalf of the company.



Notary Public: Janis Bradley
Tarrant County, Texas
My commission expires: 8/8/12

When recorded return to:
City of Detroit, Department of public works
City Engineering Division
65 Cadillac Tower, Suite 1000
Detroit, Mi 48226

City of Detroit, Through its Department of public Works – City Engineering Division acknowledge this agreement with said company, until the City of Detroit, through its Department of Public Works – City Engineering Division deems this agreement void/useless.

By:  _____

Richard Doherty, City Engineer
City of Detroit
Department of Public Works
City Engineering Division

Exhibit A

18145 Mack Avenue
Detroit, Michigan

LEGAL DESCRIPTION - PER TAX RECORDS

THE SOUTH 186.66 FEET ON THE WESTERLY LINE AND THE SOUTH 80.90 FEET ON THE EASTERLY LINE OF THE WEST 112.65 FEET OF LOTS 14 AND 15 OF THE "SUBDIVISION OF PRIVATE CLAIM 300" AS RECORDED IN LIBER 221 OF PLATS, ON PAGES 332 AND 333 OF THE WAYNE COUNTY RECORDS.

18145 MACK AVENUE
TAX I.D. NO. 21001590-3

THE NORTH 208.60 FEET OF THE SOUTH 395.26 FEET ON THE WESTERLY LINE AND THE NORTH 208.60 FEET OF THE SOUTH 289.50 FEET ON THE EASTERLY LINE OF THE WEST 112.65 FEET LYING NORTH OF MACK AVENUE (AS WIDENED) OF LOTS 14 AND 15 OF THE "SUBDIVISION OF PRIVATE CLAIM 300" AS RECORDED IN LIBER 221 OF PLATS, ON PAGES 332 AND 333 OF THE WAYNE COUNTY RECORDS.

18147 MACK AVENUE
TAX I.D. NO. 21001594-6

LEGAL DESCRIPTION - AS SURVEYED

PART OF LOTS 14 AND 15 LYING NORTH AND ADJACENT TO MACK AVENUE AS WIDENED "SUBDIVISION OF PRIVATE CLAIM 300" AS RECORDED IN LIBER 221 OF PLATS, ON PAGES 332 AND 333 OF THE WAYNE COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF MACK AVENUE (120' WIDE AS WIDENED) AND THE EASTERLY LINE OF RADNOR AVENUE (70' WIDE); THENCE N.19°08'E. 158.25 FEET TO A POINT ON THE EASTERLY LINE OF "LEONARD HILLGAR LAND COMPANY'S SUBDIVISION" AS RECORDED IN LIBER 41 OF PLATS, ON PAGE 77 OF THE WAYNE COUNTY RECORDS TO THE POINT OF BEGINNING; THENCE N.25°54'00"W. 395.26 FEET ALONG SAID EASTERLY LINE OF SAID "LEONARD HILLGAR LAND COMPANY'S SUBDIVISION"; THENCE N.64°09'11"E. 109.42 FEET; THENCE S.25°59'24"E. 285.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID WIDENED MACK AVENUE; THENCE S.19°08'W. 155.28 FEET ALONG SAID WIDENED MACK AVENUE TO THE POINT OF BEGINNING.

CONTAINING 37,327.96 SQ. FT. OR 0.856 ACRES OF LAND.



ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

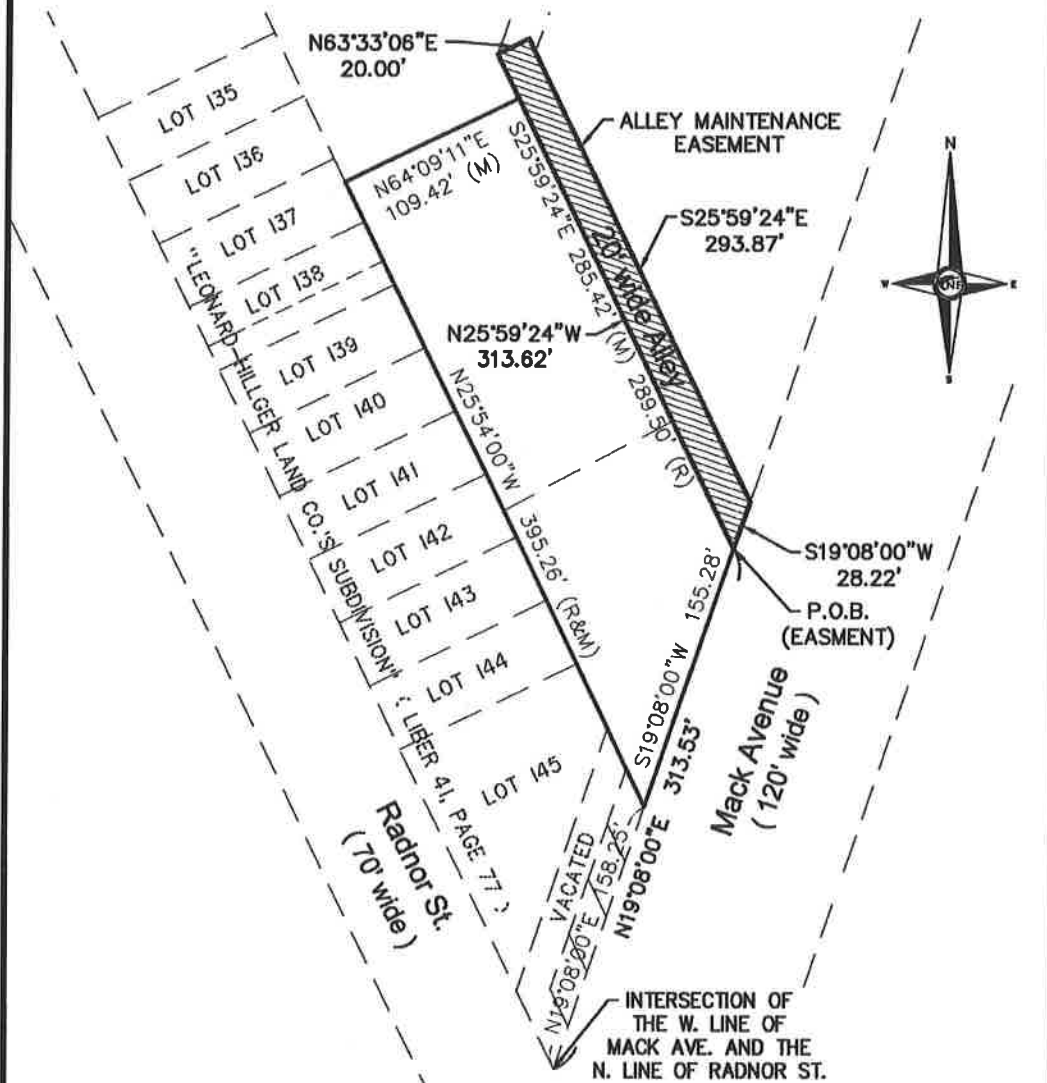
PREPARED FOR:

NOLAN REALTY
INVESTMENTS, LLC
4541 SOUTH BELLAIRE DRIVE
FORT WORTH, TX 76109
CONTACT: STEVE NOLAN
TEL: (817) 735-9996
FAX: (817) 732-8998

SCALE	DATE	DRAWN	JOB NO.	SHEET
No Scale	01-25-11	F822	F822	1 of 1

Exhibit B

ALLEY MAINTENANCE EASEMENT



LEGAL DESCRIPTION - ALLEY MAINTENANCE EASEMENT

A TWENTY (20.00) FOOT WIDE EASEMENT FOR ALLEY MAINTENANCE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT N.19°08'00"E., 313.53 FEET FROM THE INTERSECTION OF THE WESTERLY LINE OF MACK AVENUE (120' WIDE AS WIDENED) AND THE EASTERLY LINE OF RADNOR STREET (70' WIDE), SAID POINT BEING ON THE WESTERLY LINE OF SAID MACK AVENUE; THENCE N.25°59'24"W., 313.62 FEET; THENCE N.63°33'06"E., 20.00 FEET; THENCE S.25°59'24"E., 293.87 FEET TO A POINT ON THE WESTERLY LINE OF SAID MACK AVENUE; THENCE S.19°08'00"W., 28.22 FEET ALONG THE WESTERLY LINE OF SAID MACK AVENUE TO THE POINT OF BEGINNING.



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL (248) 332-7931
 FAX (248) 332-8257

PREPARED FOR:
 NOLAN REALTY
 INVESTMENTS LLC

SCALE
 1" = 80'

DATE
 01-31-11

DRAWN
 M.Carnaghi

JOB NO.
 F822

SHEET
 1 of 1