

19 MAR-12 PM 3:34

Bernard J. Youngblood
Wayne County Register of Deeds
2019053446 L: 54898 P: 903
03/12/2019 03:47 PM EAS Total Pages: 8



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**EASEMENT
FOR
PUBLIC ACCESS AND USE**

This Easement for Public Access and Use (“Easement”) is made this 20th day of November, 2018, by GPR Properties, LLC, Michigan limited liability company, whose address is 2000 Town Center, Ste. 1500, Southfield, Michigan 48075 (“Grantor”), to and for the benefit of the City of Detroit, a Michigan municipal corporation, by and through its Department of Public Works, whose address is 2 Woodward Avenue, Suite 601, Detroit, Michigan 48226 (“Grantee”).

RECITALS:

A. Grantor is the owner of fee simple title in and to the real property described and shown on the attached Exhibit A (“Easement Parcel”).

B. Grantor and EZ Storage 18155, LLC, a Delaware limited liability company (“EZ Storage”), have entered into a Land Contract, dated as of October 12, 2018 (“Land Contract”), to sell the Easement Parcel, together with certain additional adjacent land, to EZ Storage.

C. Grantor is desirous of granting to Grantee a 10’ wide perpetual easement on the Easement Parcel for the purposes set forth herein and subject to the terms hereof, and EZ Storage desires to consent to this Easement as set forth below.

MCLA 207.505 ^(a) and MCLA 207.526 ^(a)

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Easement Parcel. Grantor owns land in the City of Detroit, County of Wayne, Michigan as described on the attached Exhibit A (“Easement Parcel”).
2. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual public access and use easement for the purpose of vehicular and pedestrian access.

3. Grantor Covenants. Grantor covenants and agrees that: (a) Grantor will not erect, construct or permit any building or permanent structure, or part thereof, of any nature whatsoever, within or upon the Easement Parcel at any time without the prior consent of the Grantee; (b) Grantor will keep the Easement Parcel free of any and all obstructions or obstacles (such as, but by no means limited to, walls, fences, trees, or pavement) which could impede the free and easy access by the Grantee to the Easement Parcel; (c) Grantor will not alter or allow to be altered the grade or elevation of the land within the Easement Parcel without the prior written consent of the Grantee; (d) Grantor's use of the Easement Parcel will not in any way materially interfere with Grantee's use of the Easement Parcel as anticipated.
4. Grantor's Warranties and Representations. Grantor, for itself and its successors and assigns, warrants and represents to Grantee and its agents, successors and assigns as follows, knowing and intending that Grantee will rely on the same: (a) Grantor, together with EZ Storage, have the sole, lawful and exclusive possession of the Easement Parcel and any and all other property, rights, title or interests conveyed, transferred, granted, and assigned hereby; (b) except for the Permitted Exceptions referenced on Exhibit B attached hereto, there are not presently any mortgages, liens, leases or other encumbrances on the title to the Easement Parcel, and no other person claiming any right, title, or interest therein; (c) Grantor, and the person signing this Agreement on behalf of Grantor, each has the requisite rights, power and authority to execute and deliver this Agreement; (d) Grantor has the requisite rights, power, authority and ability to make and perform the grants, conveyances, promises and obligations evidenced hereby.
5. Indemnification. EZ Storage agrees to indemnify, save, and hold harmless Grantee, its officers, employees, agents, successors and assigns, from any and all claims and/or liability, whether in law or in equity, in connection with or arising out of this Easement, Grantee's or the public's use of the Easement Parcel as anticipated hereby, or the exercise of Grantee's rights hereunder, to the extent such claims and/or liability arise out of the negligent acts or misconduct of EZ Storage or its agents or representatives. Furthermore, EZ Storage shall bear all costs and expenses of defending any claim or suit brought against Grantee, its officers, employees, agents, successors and assigns, by reason of this Easement, Grantee's or the public's use of the Easement Parcel as anticipated hereby, or the exercise of Grantee's rights hereunder, to the extent such claim or suit is due to the negligent acts or misconduct of EZ Storage or its agents or representatives. Notwithstanding the foregoing, EZ Storage's indemnification of Grantee shall not apply to liability attributable solely to Grantee's gross negligence or willful misconduct.
6. Duration. The Easement granted hereby is perpetual, shall run with the land, and will bind and inure to the benefit of the Grantee and its successors and assigns.
7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

8. Successors and Assigns. The Easement shall be binding upon the successors and assigns of both the Grantor and the Grantee; provided, however, that Grantee may not assign its rights under this Easement without the prior written consent of Grantor.

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IN WITNESS WHEREOF, the Grantor, by and through its authorized officers and representatives, has executed this Easement as of the date first above written.

Grantor:

GPR PROPERTIES, LLC
a Michigan limited liability company

By: *Gina Marie Russo*
Name: GINA MARIE RUSSO
Its: MANAGER

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on NOVEMBER 20, 2018, by GINA MARIE RUSSO, the MANAGER of GPR Properties, LLC, a Michigan limited liability company, on behalf of such company.

Phyllis A. Menken
Print: PHYLLIS A. MENKEN
Notary Public, OAKLAND County, MI
My commission expires: OCTOBER 31, 2022

PHYLLIS A. MENKEN
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-31-2022
Acting in the County of OAKLAND

Drafted by and When Recorded Return to:

Cheryl Smith-Williams, Esq.
Assistant Corporation Counsel
City of Detroit Law Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226

CONSENT OF LAND CONTRACT PURCHASER

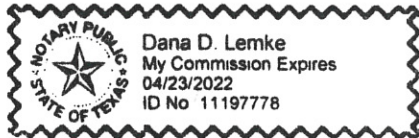
The undersigned, as Purchaser under that certain Land Contract dated as of October 12, 2018, by and between the undersigned and GPR Properties, LLC, a Michigan limited liability company, hereby consents to the foregoing Easement.

EZ STORAGE 18155, LLC,
a Delaware limited liability company

By: *Stephen M. Nolan*
Name: Stephen M. Nolan
Its: Manager

STATE OF Texas)
)ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me on November 14, 2018, by Stephen M. Nolan, the Manager of EZ Storage 18155, LLC, a Delaware limited liability company, on behalf of such company.



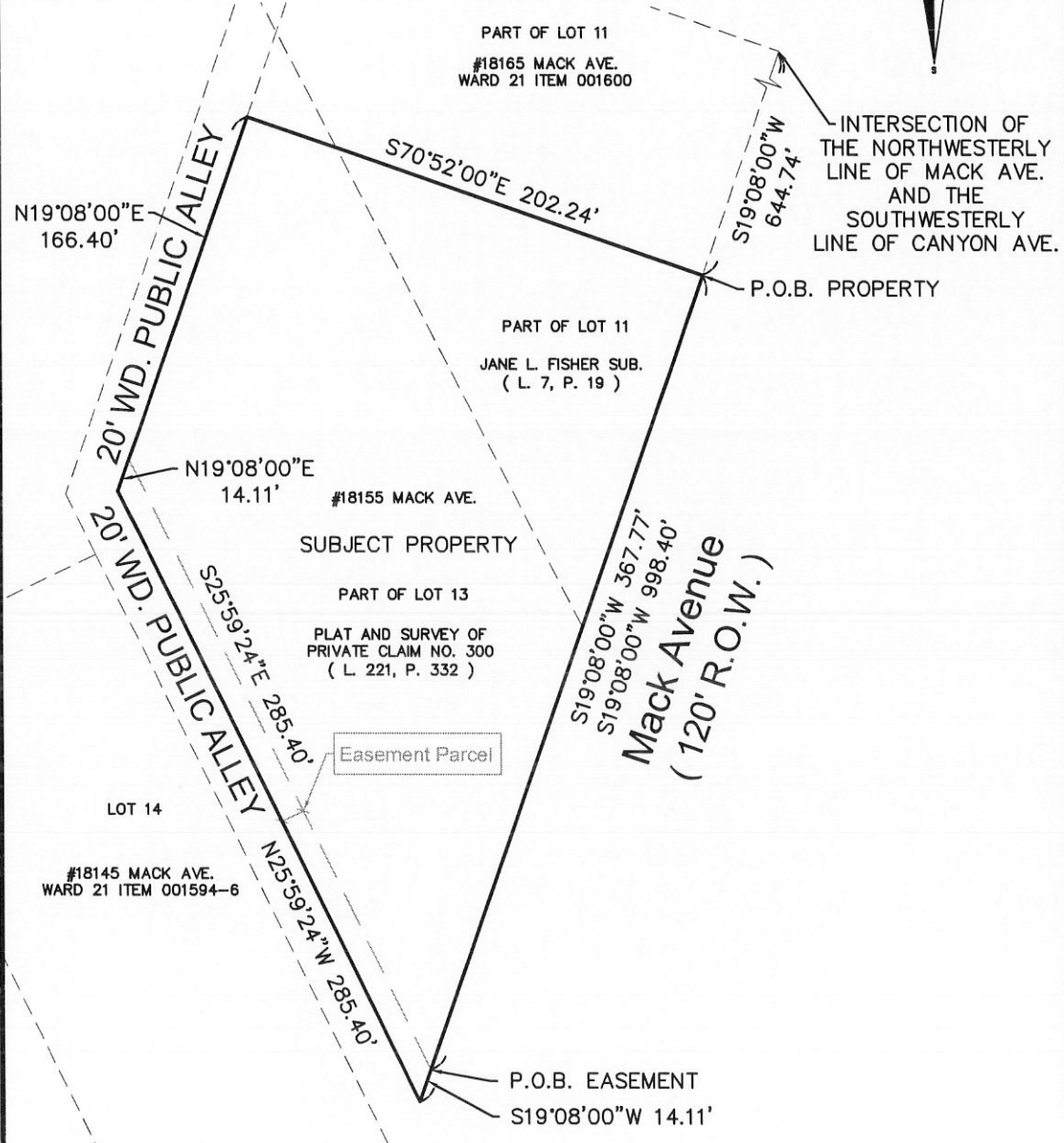
Dana D. Lemke
Print: Dana D. Lemke

Notary Public, Tarrant County, 001 TX
My commission expires: 4/23/2022

Exhibit A
Easement Parcel Description

[Attached hereto.]

Exhibit A EASEMENT PARCEL



LEGAL DESCRIPTION - EASEMENT PARCEL

A TEN (10) FOOT WIDE EASEMENT FOR ALLEY MAINTENANCE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT 13 OF PLAT AND SURVEY OF PRIVATE CLAIM 300, AS RECORDED IN LIBER 221 OF DEEDS, PAGES 332 AND 333, WAYNE COUNTY RECORDS; COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MACK AVENUE (120 FEET WIDE) AND THE SOUTHWESTERLY LINE OF CANYON AVENUE (60 FEET WIDE); THENCE S.19°08'00\"W. 998.40 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING S.19°08'00\"W. 14.11 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE; THENCE N.25°59'24\"W. 285.40 FEET; THENCE N.19°08'00\"E. 14.11 FEET; THENCE S.25°59'24\"E. 285.40 FEET TO THE POINT OF BEGINNING.

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

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 60'	3-6-2018	M.C.	J893	1 of 1

Exhibit B
Permitted Exceptions

1. Taxes and assessments that are not yet due and payable.
2. Corrective Action Notice recorded in Liber 31326, Page 628, Wayne County Records.
3. Agreement of Proposed Easement Agreement recorded in Liber 49303, Page 63, Wayne County Records.
4. Covenant not to compete recorded in Liber 49567, Page 997, Wayne County Records.
5. Easement Agreement dated October 12, 2018 between EZ Storage 18155, LLC and 18165 Mack Avenue LLC recorded in Liber 54685, Page 26, Wayne County Records.
6. Memorandum of Land Contract dated October 12, 2018 between GPR Properties, LLC and EZ Storage 18155, LLC recorded in Liber 54685, Page 23, Wayne County Records.

Bernard J. Youngblood
Wayne County Register of Deeds
2019053380 L: 54898 P: 707
03/12/2019 03:34 PM AMD Total Pages: 5



**FIRST AMENDMENT
TO MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO MAINTENANCE AGREEMENT (this "Amendment") is made and entered into as of November 29, 2018, by and between the CITY OF DETROIT, a Michigan public body corporate, acting by and through its Department of Public Works, (the "City"), and MACK AVENUE INVESTORS, LLC, a Delaware limited liability company (referred to as "EZ Storage®").

RECITALS:

A. The City and EZ Storage® are parties to that certain Maintenance Agreement dated as of May 20, 2011, and recorded on August 5, 2011 in Liber 49309, Pages 537-542, Wayne County Records (the "Agreement").

B. The City and EZ Storage® desire to amend the Agreement to add certain property to the Agreement, all on the terms and provisions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions contained herein, the City and EZ Storage® agree as follows:

1. Addition of 10' Alley to Agreement. The ten (10) feet wide area described in Exhibit B attached hereto (the "10' Alley") is hereby added to Exhibit B to the Agreement.

2. Conflicts; Ratification. In the event of a conflict between the terms, covenants, conditions and provisions of the Agreement and the terms, covenants, conditions and provisions of this Amendment, the terms, covenants, conditions and provisions of this Amendment shall govern. Except as modified by this Amendment, however, the terms, covenants, conditions and provisions of the Agreement are hereby ratified and confirmed and hereby are incorporated herein by this reference as if set forth herein.

3. Successors and Assigns; Modifications. This Amendment shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Amendment may be modified only by an additional written document signed by the parties hereto or their successors and assigns.

4. Miscellaneous. This Amendment may be executed in counterparts each of which shall be deemed to be an original document but together shall constitute one instrument.

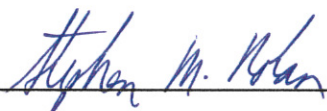
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SIGNATURES APPEAR ON NEXT PAGE.]**

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

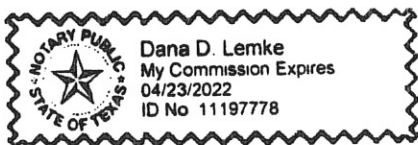
EZ Storage®:


MACK AVENUE INVESTORS, LLC,
a Delaware limited liability company

By: 
Print: Stephen M. Nolan
Its: Authorized Member

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me in Tarrant County, Texas, on this 14th day of November, 2018, by Stephen M. Nolan, the Authorized Member of MACK AVENUE INVESTORS, LLC a Delaware limited liability company, on behalf of the company.




Print Name: Dana D. Lemke
Notary Public, Tarrant County, Texas
My Commission Expires: 4/23/2022
Acting in County of Tarrant

[SIGNATURES CONTINUED ON NEXT PAGE]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
MAINTENANCE AGREEMENT
(CONTINUED)**

CITY:

CITY OF DETROIT,
a Michigan public body corporate

By: _____

Print: _____

Its: _____

[Handwritten Signature]
Richard Doherty
City Engineer

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me in Wayne County, Michigan, on this 29 day of November, 2018, by Richard Doherty, the City Engineer of the CITY OF DETROIT, a Michigan public body corporate, on behalf of the City.

[Handwritten Signature]
Print Name: Myria Ross
Notary Public, Wayne County, MI
My Commission Expires: 9-3-2024
Acting in County of Wayne

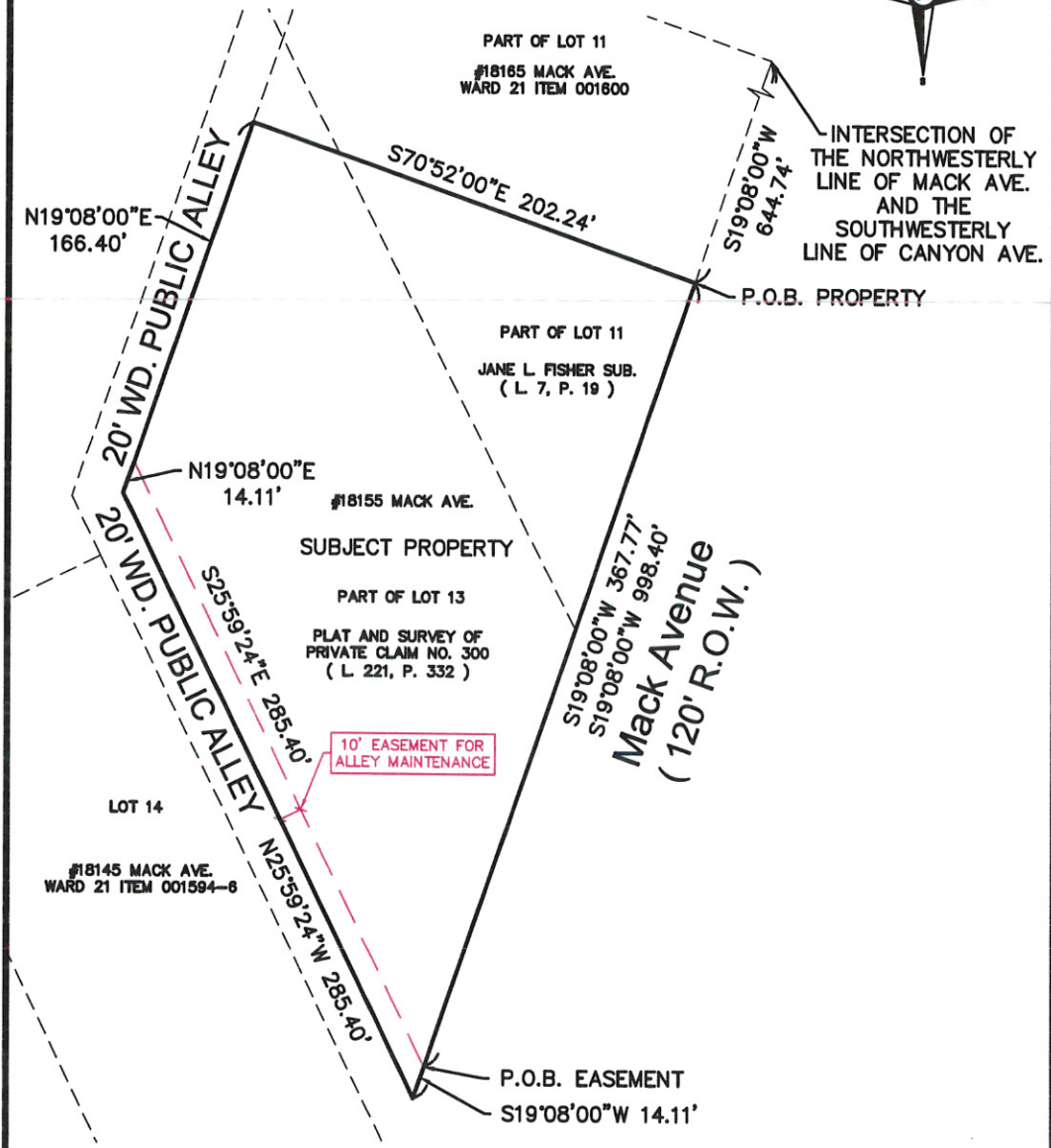
Drafted by and when recorded, return to:

Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226
Attention: Paul W. Mardirosian, Esq

MYRIA ROSS Notary Public, State of Michigan County of Wayne My Commission Expires Sep. 03, 2024 Acting in the County of <u>Wayne</u>
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Exhibit B

ALLEY MAINTENANCE EASEMENT



LEGAL DESCRIPTION - ALLEY MAINTENANCE EASEMENT

A TEN (10) FOOT WIDE EASEMENT FOR ALLEY MAINTENANCE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT 13 OF PLAT AND SURVEY OF PRIVATE CLAIM 300, AS RECORDED IN LIBER 221 OF DEEDS, PAGES 332 AND 333, WAYNE COUNTY RECORDS; COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MACK AVENUE (120 FEET WIDE) AND THE SOUTHWESTERLY LINE OF CANYON AVENUE (60 FEET WIDE); THENCE S.19°08'00"W. 998.40 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING S.19°08'00"W. 14.11 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE; THENCE N.25°59'24"W. 285.40 FEET; THENCE N.19°08'00"E. 14.11 FEET; THENCE S.25°59'24"E. 285.40 FEET TO THE POINT OF BEGINNING.

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
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 FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 60'	3-6-2018	M.C.	J893	1 of 1

3

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this October 12, 2018 by and between EZ STORAGE 18155, LLC, a Delaware limited liability company ("EZ"), whose address is 4541 Bellaire Drive South, Suite 100, Fort Worth, Texas 76109, and the 18165 MACK AVENUE, LLC, a Michigan limited liability company ("18165"), whose address is 17101 Kircheval, Grosse Pointe, Michigan 48230.

RECITALS:

A. EZ is the land contract purchaser of a certain parcel of real property ("Storage Parcel") and the improvements situated thereon located in the City of Detroit, County of Wayne, State of Michigan, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

B. 18165 is the land contract purchaser of a certain parcel of real property ("Commercial Parcel") and the improvements situated thereon located in the City of Detroit, County of Wayne, State of Michigan, more particularly described on Exhibit B attached hereto and incorporated herein by reference, which Commercial Parcel is located immediately adjacent to the Storage Parcel (the Storage Parcel and the Commercial Parcel are sometimes individually referred to below as a "Parcel" and collectively as the "Parcels").

C. The parties desire to grant and establish for the benefit of the Parcels certain easements over and across the Parcels, and the parties desire to establish certain covenants, conditions and restrictions with respect to the Parcels, for the mutual and reciprocal benefit and complement of the Parcels and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged hereby, the parties hereto hereby agree as follows:

1. 18165 hereby grants and establishes for the benefit of the Storage Parcel a non-exclusive easement for ingress to and egress from the Storage Parcel over, across and through the curb cuts and driveways located on the Commercial Parcel and more particularly identified on Exhibit C attached hereto and incorporated herein by reference ("Commercial Parcel Driveway").

2. EZ hereby grants and establishes for the benefit of the Commercial Parcel a non-exclusive easement for vehicular parking purposes over, across and through the parking area ("Storage Parcel Parking Area") to be located upon the Storage Parcel in the area more particularly identified on Exhibit D attached hereto and incorporated herein by reference.

3. 18165 hereby grants a right and license in EZ and its agents, employees and contractors to enter upon the Commercial Parcel for the purposes of construction of the Commercial Parcel Driveway as depicted on the approved site plan for EZ's development of the Storage Parcel, as approved by the City of Detroit. EZ covenants to construct the same in a good, workmanlike and lien free manner.

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OCT ²² - - 2018
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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made this October ¹² 2018 by and between EZ STORAGE 18155, LLC, a Delaware limited liability company ("**EZ**"), whose address is 4541 Bellaire Drive South, Suite 100, Fort Worth, Texas 76109, and the 18165 MACK AVENUE, LLC, a Michigan limited liability company ("**18165**"), whose address is 17101 Kircheval, Grosse Pointe, Michigan 48230.

RECITALS:

A. EZ is the land contract purchaser of a certain parcel of real property ("**Storage Parcel**") and the improvements situated thereon located in the City of Detroit, County of Wayne, State of Michigan, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

B. 18165 is the land contract purchaser of a certain parcel of real property ("**Commercial Parcel**") and the improvements situated thereon located in the City of Detroit, County of Wayne, State of Michigan, more particularly described on **Exhibit B** attached hereto and incorporated herein by reference, which Commercial Parcel is located immediately adjacent to the Storage Parcel (the Storage Parcel and the Commercial Parcel are sometimes individually referred to below as a "Parcel" and collectively as the "**Parcels**").

C. The parties desire to grant and establish for the benefit of the Parcels certain easements over and across the Parcels, and the parties desire to establish certain covenants, conditions and restrictions with respect to the Parcels, for the mutual and reciprocal benefit and complement of the Parcels and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged hereby, the parties hereto hereby agree as follows:

1. 18165 hereby grants and establishes for the benefit of the Storage Parcel a non-exclusive easement for ingress to and egress from the Storage Parcel over, across and through the curb cuts and driveways located on the Commercial Parcel and more particularly identified on **Exhibit C** attached hereto and incorporated herein by reference ("**Commercial Parcel Driveway**").

2. EZ hereby grants and establishes for the benefit of the Commercial Parcel a non-exclusive easement for vehicular parking purposes over, across and through the parking area ("**Storage Parcel Parking Area**") to be located upon the Storage Parcel in the area more particularly identified on **Exhibit D** attached hereto and incorporated herein by reference.

3. 18165 hereby grants a right and license in EZ and its agents, employees and contractors to enter upon the Commercial Parcel for the purposes of construction of the Commercial Parcel Driveway as depicted on the approved site plan for EZ's development of the Storage Parcel, as approved by the City of Detroit. EZ covenants to construct the same in a good, workmanlike and lien free manner.

C-152703

4. Once installed, EZ shall, at its sole cost and expense, maintain, repair and replace the Storage Parcel Parking Area and the Commercial Parcel Driveway in a good, workmanlike and lien-free manner. All of such maintenance, repair and replacement to be undertaken pursuant to this Section shall be undertaken so as to maintain the affected improvements in a first class condition and repair.

5. In the event that EZ fails, in a material way, to perform any required maintenance, repair and/or replacement of the Storage Parcel Parking Area or the Commercial Parcel Driveway as provided in Section 4 above for in excess of 60 days after notice thereof from 18165, until EZ commences such maintenance, repair and/or replacement, 18165 may perform such maintenance, repair and/or replacement on the Storage Parcel Parking Area and Commercial Parcel Driveway. The reasonable costs and expenses incurred by 18165 in so maintaining, repairing and replacing the same shall be payable by EZ to 18165 within 30 days after receipt by EZ of a detailed statement therefor together with reasonable supporting documentation. Such maintenance, repair and/or replacement work undertaken by 18165 pursuant to this Section shall be performed in a good, workmanlike and lien-free manner.

6. (a) During such periods of time that 18165 is allowed hereunder to enter the Storage Parcel, 18165 shall take all reasonable steps necessary to protect the Storage Parcel from damage by reason of its activities thereon and, in the event of any such damage to the Storage Parcel, 18165 shall at its sole cost and expense, promptly restore or cause to be restored that portion of the Storage Parcel so damaged to as nearly as practicable the condition existing prior to such damage. 18165 shall indemnify EZ, its officers, directors, managers, members, stockholders, beneficiaries, partners, representatives, agents and employees, and save them harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, the "Claims"), in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, upon or at the Commercial Parcel, except for any Claims relating to the negligence or willful misconduct of EZ or its employees, agents, representatives or contractors. Throughout the term of this Agreement, EZ shall keep in force and effect a commercial general liability insurance policy, protecting against claims for bodily injury, personal injury and property damage with respect to its (and its agents, invitees and business visitors) use of the Storage Parcel Driveway, including contractual liability coverage with respect to its obligations hereunder, in which the limit for bodily injury (including personal injury and contractual liability) shall be not less \$1,000,000.00 per occurrence, and in which the limit of property damage liability shall be not less than \$500,000.00 (provided that the limits of such insurance shall be adjusted at the commencement of each five year period during the term hereof to be in accord with then applicable industry standards for such coverage at storage parcels of the type of the Storage Parcel located in the southeastern Michigan area). The policy shall name EZ as insured and 18165 as additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving 18165 30 days' prior written notice. Any such insurance may be furnished by EZ under any blanket policy carried by it or under a separate policy therefor. A copy of a certificate of insurance certifying to the issuance of such policy shall be delivered to 18165 from time to time within 30 days after request (provided, not more often than twice in any annual period).

(b) During such periods of time that EZ is allowed hereunder to enter the Commercial Parcel, EZ shall take all reasonable steps necessary to protect the Commercial Parcel from damage by reason of its activities thereon and, in the event of any such damage to the Commercial Parcel, EZ shall at its sole cost and expense, promptly restore or cause to be restored that portion of the Commercial Parcel so damaged to as nearly as practicable the condition existing prior to such damage. EZ shall indemnify 18165, its officers, directors, managers, members, stockholders, beneficiaries, partners, representatives, agents and employees, and save them harmless from and against any and all Claims in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, upon or at the Storage Parcel, except for any Claims relating to the negligence or willful misconduct of 18165 or its employees, agents, representatives or contractors. Throughout the term of this Agreement, 18165 shall keep in force and effect a commercial general liability insurance policy, protecting against claims for bodily injury, personal injury and property damage with respect to its (and its agents, invitees and business visitors) use of the Commercial Parcel Driveway, including contractual liability coverage with respect to its obligations hereunder, in which the limit for bodily injury (including personal injury and contractual liability) shall be not less \$1,000,000.00 per occurrence, and in which the limit of property damage liability shall be not less than \$500,000.00 (provided that the limits of such insurance shall be adjusted at the commencement of each five year period during the term hereof to be in accord with then applicable industry standards for such coverage at

storage parcels of the type of the Storage Parcel located in the southeastern Michigan area). The policy shall name 18165 as insured and EZ as additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving EZ 30 days' prior written notice. Any such insurance may be furnished by 18165 under any blanket policy carried by it or under a separate policy therefor. A copy of a certificate of insurance certifying to the issuance of such policy shall be delivered to EZ from time to time within 30 days after request (provided, not more often than twice in any annual period).

7. If EZ fails to perform any covenant, term or condition of this Agreement upon EZ's part to be performed, and if as a consequence of such default 18165 recovers a money judgment against EZ, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of EZ in the Storage Parcel and out of rents or other income from such property receivable by EZ, or out of the consideration received by EZ from the sale or other disposition of all or any part of EZ' right, title and interest in the Storage Parcel, and neither EZ nor any shareholder, member, trustee, officer, employee or agent thereof, shall be liable for any deficiency. If 18165 fails to perform any covenant, term or condition of this Agreement upon 18165's part to be performed, and if as a consequence of such default EZ recovers a money judgment against 18165, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of 18165 in the Commercial Parcel and out of rents or other income from such property receivable by 18165, or out of the consideration received by 18165 from the sale or other disposition of all or any part of 18165's right, title and interest in the Commercial Parcel, and neither 18165 nor any shareholder, member, trustee, officer, employee or agent thereof, shall be liable for any deficiency.

8. Unless and until such time as the business being conducted as of the date hereof from the Commercial Parcel permanently ceases to operate, the Storage Parcel shall not be used for any one of the following uses: the sale of hardware, plumbing fixtures and equipment, electrical fixtures and equipment, batteries, paint, housewares, specialty gifts (e.g., like those found in a typical Hallmark Store) and lawn and garden products (including outdoor furniture) (collectively, the "Restricted Items"), provided, however it shall not be a violation of the foregoing restriction if sales of the Restricted Items are made from less than five (5%) percent of the sales area within the buildings hereafter to be developed on the Storage Parcel, and less than five (5%) percent of the annual gross sales generated from the businesses operated therefrom is from the sale of the Restricted Items, in the aggregate; provided, further, however, that the foregoing restriction shall not apply to the operation of a mattress store from the Storage Parcel and shall not apply during any period that the business being operated from the Commercial Parcel shall not be selling or offering for sale the applicable Restricted Items.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

10. All easements and rights created under this Agreement and imposed upon the Storage Parcel and the Commercial Parcel, respectively, shall perpetually run with and against the Parcels as so described in this Agreement, and said easements shall be a charge and a burden for the benefit of the owners of the Parcels and of the holder(s) of any mortgage with respect to the Parcels. This Agreement is specifically intended to run with the Parcels and to benefit and burden the Parcels as set forth herein.

11. Any enforcement proceedings may be by legal proceedings against any person or persons violating or attempting to violate any easements, declarations, restrictions, covenants, conditions or agreements contained in this Agreement either to restrain or enjoin such violation and/or recover damages; provided, however, that no such easements or rights granted in this Agreement may be enforced by legal action or otherwise except by the then owners and then mortgagees of the Parcels.

12. (a) In the event of a transfer of all of EZ's interest in the entire Storage Parcel, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of EZ accruing from and after the date of such transfer, provided that (i) notice of such sale, transfer or lease shall be delivered to 18165; and (ii) the transferee shall assume in writing all of EZ' obligations under this Agreement accruing from and after the date of such transfer. Upon the termination of any such lease in a sale-leaseback transaction prior to termination of this Agreement, the former lessee thereunder shall become and remain liable as EZ hereunder until a further transfer.

(b) In the event of any transfer or transfers of 18165's interest in the Commercial Parcel, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of 18165 accruing from and after the date of such transfer, provided that (i) notice of such sale, transfer or lease shall be delivered to EZ; and (ii) the transferee shall assume in writing all of 18165's obligations under this Agreement accruing from and after the date of such transfer. Upon the termination of any such lease in a sale-leaseback transaction prior to termination of this Agreement, the former lessee thereunder shall become and remain liable as 18165 hereunder until a further transfer.

13. This Agreement and the easements created herein may be modified, amended or terminated only by all of the owners and mortgagees of the Parcels, and no other person (including, without limitation, tenants, lessees, invitees, guests or occupants of said Parcels) shall have any rights whatsoever to join in, prevent or otherwise affect or limit any such modification, amendment or termination.

14. In the event that any one or more of the provisions contained in this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall be deleted and this Agreement shall be interpreted without such provision(s), provided that such deletion(s) can be made without materially changing the basic agreement between the parties. If such deletion(s) cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend or to permit the court to amend this Agreement to accomplish essentially the same transaction without such invalid, illegal or unenforceable provision(s).

15. In the event either party hereto institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

16. This Agreement and the easements, rights and obligations contained herein shall be binding upon and inure to the benefit of any owner of the Parcels, any mortgagee of the Parcels and their respective successors, and assigns.

17. Notwithstanding anything contained in this Agreement to the contrary, if any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, failure or refusal of the City of Detroit to issue permits or other reason of a like nature beyond the reasonable control of a party, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Signatures on following pages.

IN WITNESS WHEREOF, the parties have executed this Agreement.

EZ STORAGE 18155, LLC,
a Delaware limited liability company

By: Stephen M. Nolan
Stephen M. Nolan, Manager

“EZ”

ACKNOWLEDGMENT

STATE OF Michigan)
COUNTY OF Emmet) ss.

On this 2nd day of October, 2018, before me personally appeared Stephen M. Nolan, to me personally known, who, being by me duly sworn, did say that he is the Manager of EZ Storage 18155, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company.

PHILLIP BALLEW
NOTARY PUBLIC, STATE OF MI
COUNTY OF EMMET
COMMISSION EXPIRES Jul 19, 2024
SITING IN COUNTY OF Emmet

Phillip Ballew
* Phillip Ballew, Notary Public
Emmet County, Michigan
Acting in: Emmet
My Commission Expires: 7/19/2024

18165 MACK AVENUE, LLC,
a Michigan limited liability company

By:



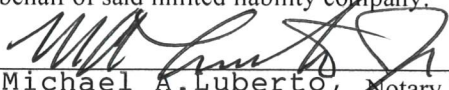
Mark F. Elmer, Member

"18165"

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

On this 12 day of OCTOBER, 2018, before me personally appeared Mark F. Elmer, to me personally known, who, being by me duly sworn, did say that he is a Member of 18165 Mack Avenue, LLC, a Michigan limited liability company, and that said instrument was signed on behalf of said limited liability company.

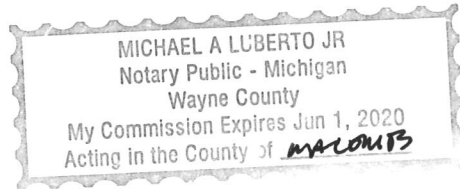


* Michael A. Luberto, Notary Public

Jr. County, Wayne

Acting in: Macomb

My Commission Expires: June 1, 2020



The undersigned, the owner of fee simple title to both the Storage Parcel and the Commercial Parcel, and the land contract seller of the Storage Parcel to EZ and the land contract seller of the Commercial Parcel to 18165, hereby joins in this Agreement to evidence its consent to and approval of this Agreement and to subordinate its fee title interest in each such Parcel to the terms of this Agreement.

GPR PROPERTIES, LLC,
a Michigan limited liability company

By: *Gina Marie Russo*
Name: GINA MARIE RUSSO
Its: MANAGER

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

On this 11 day of OCTOBER, 2018, before me personally appeared GINA MARIE RUSSO, to me personally known, who, being by me duly sworn, did say that he/she is the MANAGER of GPR Properties, LLC, a Michigan limited liability company, and that said instrument was signed on behalf of said limited liability company.

Phyllis A. Menken
* PHYLLIS A. MENKEN, Notary Public
OAKLAND County, MICHIGAN
Acting in: OAKLAND COUNTY MICHIGAN
My Commission Expires: OCTOBER 31, 2022

PHYLLIS A. MENKEN
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-31-2022
Acting in the County of OAKLAND

***Type or print names in BLACK INK beneath signatures.**

Exhibits List:

- A – Legal Description of Storage Parcel
- B – Legal Description of Commercial Parcel
- C – Legal Description of Commercial Parcel Driveway
- D – Legal Description of Storage Parcel Parking Area

Drafted by and when recorded
Return to:

J. Adam Rothstein, Esq.
Honigman Miller Schwartz and Cohn LLP
39400 Woodward Avenue, Suite 100
Suite 101
Bloomfield Hills, Michigan 48304-5151
(248) 566-8478
jrothstein@honigman.com

EXHIBIT A

Legal Description of Storage Parcel

Land located in the City of Detroit, Wayne County, Michigan described as follows:

PART OF LOT 11, JANE L. FISHERS SUBDIVISION OF PART OF PRIVATE CLAIM NO. 241, AS RECORDED IN LIBER 7 OF PLATS, PAGE 19, WAYNE COUNTY RECORDS, AND PART OF LOT 13 OF PLAT AND SURVEY OF PRIVATE CLAIM 300, AS RECORDED IN LIBER 221 OF DEEDS, PAGES 332 AND 333, WAYNE COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MACK AVENUE (120 FEET WIDE) AND THE SOUTHWESTERLY LINE OF CANYON AVENUE (60 FEET WIDE); THENCE S.19°08'00"W. 644.74 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING S.19°08'00"W. 367.77 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE; THENCE N.25°59'24"W. 285.40 FEET; THENCE N.19°08'00"E. 166.40 FEET; THENCE S.70°52'00"E. 202.24 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of Commercial Parcel

Land located in the City of Detroit, Wayne County, Michigan described as follows:

Part of Lots 11 and 12, Jane L. Fishers Subdivision of part of Private Claim No. 241, as recorded in Liber 7 of Plats, Page 19, Wayne County Records and part of Lot 13 of Plat and Survey of Private Claim 300, as recorded in Liber 221 of Deeds, pages 332 and 333, Wayne County Records, described as: Commencing at the intersection of the northwesterly line of Mack Avenue (120 feet wide) and the southwesterly line of Canyon Avenue (60 feet wide); thence south 19 degrees 8 minutes 00 seconds west 231.50 feet along the northwesterly line of said Mack Avenue to the point of beginning; thence north 70 degrees 52 minutes 00 seconds west 202.24 feet; thence south 19 degrees 8 minutes 00 seconds west 413.24 feet; thence south 70 degrees 52 minutes 00 seconds east 202.24 feet to a point on the northwesterly line of said Mack Avenue; thence north 19 degrees 8 minutes 00 seconds east 413.24 feet along the northwesterly line of said Mack Avenue to the point of beginning.

EXHIBIT C

Legal Description of Commercial Parcel Driveway

Land located in the City of Detroit, Wayne County, Michigan described as follows:

North of Mack Avenue, all that part of Lot 11 of Jane L. Fishers Subdivision as recorded in liber 7, Page 19 of Plats, Wayne county Records, also part of Lots 13 and 14 of Subdivision of Private Claim 300 as recorded in Liber 221, Pages 332 and 333 of Deeds, Wayne County Records, described as follows: Commencing at the intersection of the northwesterly line of Mack Avenue (120 feet wide) and the southwesterly line of Canyon Avenue (60 feet wide); thence S. 19 degrees 08'00"W. 629.26 feet along the northwesterly line of said Mack Avenue to the point of beginning; thence continuing S. 19 degrees 08'00W. 15.48 feet along the northwesterly line of said Mach Avenue; thence N. 70 degrees 52'00W. 202.24 feet; thence N. 19 degrees 08'00" E. 15.48 feet; thence S. 70 degrees 52'00" E. 202.24 feet to the point of beginning.

EXHIBIT D

Legal Description of Storage Parcel Parking Area

The easterly 131.00 feet of the northerly 27.50 feet of the following described parcel:

Land located in the City of Detroit, Wayne County, Michigan described as follows:

PART OF LOT 11, JANE L. FISHERS SUBDIVISION OF PART OF PRIVATE CLAIM NO. 241, AS RECORDED IN LIBER 7 OF PLATS, PAGE 19, WAYNE COUNTY RECORDS, AND PART OF LOT 13 OF PLAT AND SURVEY OF PRIVATE CLAIM 300, AS RECORDED IN LIBER 221 OF DEEDS, PAGES 332 AND 333, WAYNE COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MACK AVENUE (120 FEET WIDE) AND THE SOUTHWESTERLY LINE OF CANYON AVENUE (60 FEET WIDE); THENCE S.19°08'00"W. 644.74 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING S.19°08'00"W. 367.77 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE; THENCE N.25°59'24"W. 285.40 FEET; THENCE N.19°08'00"E. 166.40 FEET; THENCE S.70°52'00"E. 202.24 FEET TO THE POINT OF BEGINNING.



September 25, 2017

Steve Nolan
Nolan Real Estate Interest LLC
45411 Bellaire South, Suite 101
Fort Worth, TX 76109

Bill Bowman
Great Northern
1785 West Stadium, Suite 202
Ann Arbor, MI 48103

RE: 18155 Mack (also 18165 Mack) (PIN 21001598-9 & 21001600)
BSEED #. 123-17
SLU2017-00178

Dear Mr. Nolan:

We have completed our review of your application and plans, submitted on August 22, 2017.

The current legal land use of 18155 Mack is 'Auto Dealership' via permit number 29484, issued November 21, 1961, and 18165 Mack is 'Dealership' via permit number 38933, issued July 18, 1977. Your proposal is to build a five (5) story, 104,014 square foot drive-through Self Storage Facility with ground level Retail (5,593 square feet) and Office space (481 square feet). Your application also includes a recorded land contract and purchase agreement specifying that a portion of 18165 Mack will be utilized for cross access and parking. The property is zoned B4 (General Business) Zoning District. While the proposed uses of Office and Retail are permitted by-right in a B4 zone, the proposed use of Self Storage Facility is a conditional use in this district; therefore a public hearing is required.

Thirty-one parking spaces are required; fifty (50) off-street parking spaces are proposed, thus no deficiency. 558 square feet of interior landscaping (and two shade trees) are required; 1,212 square feet (and 4 shade trees) are proposed in your landscape plan, thus no deficiency.

The proposed height of the building is sixty feet (60') high. Per Section 61-13-33(3) ("B3 and B4 District height limitations"), as Mack Avenue is one hundred twenty (120') feet wide, an additional forty (40') feet can be added to the thirty five (35') foot height limitation (or seventy five (75') foot height). As the proposed building height doesn't exceed the height requirement, no dimensional variance is required from the Board of Zoning Appeals.

After reviewing your proposed site plan and floor plan, we find the proposed plan meets the requirements of Section 61-3-151 of the Detroit Zoning Ordinance and **has been approved** with the following conditions:



- As Mack Avenue is a County Road, all proposed new and modified curb cuts along Mack Avenue shall require the review and approval of the Wayne County Road Commission prior to the issuance of a building permit. All unused curb cuts will need to be removed and the curb, berm and sidewalk must be fully restored.
- Per Section 61-14-132, please demonstrate on your site plan the location and layout of your vehicle stacking lane for the drive-through self-storage facility.
- Three (3) loading/unloading zones (one 12' x 35' and two 12' x 55') are needed for the Self-Storage Facility and Retail uses at 18155 Mack. Please specify the locations on your revised site plan at time of hearing.
- Your proposal includes the widening of the adjacent north-south public alley from twenty (20') wide to a thirty (30') width for vehicular access. If the public alley is to remain open, an updated maintenance agreement shall be required by the City of Detroit Department of Public Works, City Engineering Division. However, if the plans are to convert the alleyway into a private road, a petition to permanently close and vacate the alleyway will also need to be filed with the City Engineering Division prior to issuance of building permits.
- Your Building Permit Application will be to be signed and notarized at the time of your Special Land Use hearing.

Our office will contact you shortly regarding the date of your public hearing. If you have any questions, please call 313-224-1317 to speak with someone from our zoning division.

Sincerely,

Jayda Philson
Zoning Manager
JSP/EL

Cc: Greg Moots, P&DD

File

PAVING LEGEND	
	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND	
	EXISTING SANITARY SEWER
	SAN. CLEAN OUT
	EXISTING WATERMAIN
	EXISTING STORM SEWER
	EX. R. Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	EXISTING GAS MAIN
	PR. SANITARY SEWER
	PR. WATER MAIN
	PR. STORM SEWER
	PR. R. Y. CATCH BASIN
	PROPOSED LIGHT POLE

GENERAL PAVING NOTES

PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.

ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100L, 20AA; SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.

PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.

ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.

ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-5164.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.

ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.

CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.

FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LICENSES AS REQUIRED BY ALL APPLICABLE LAWS.

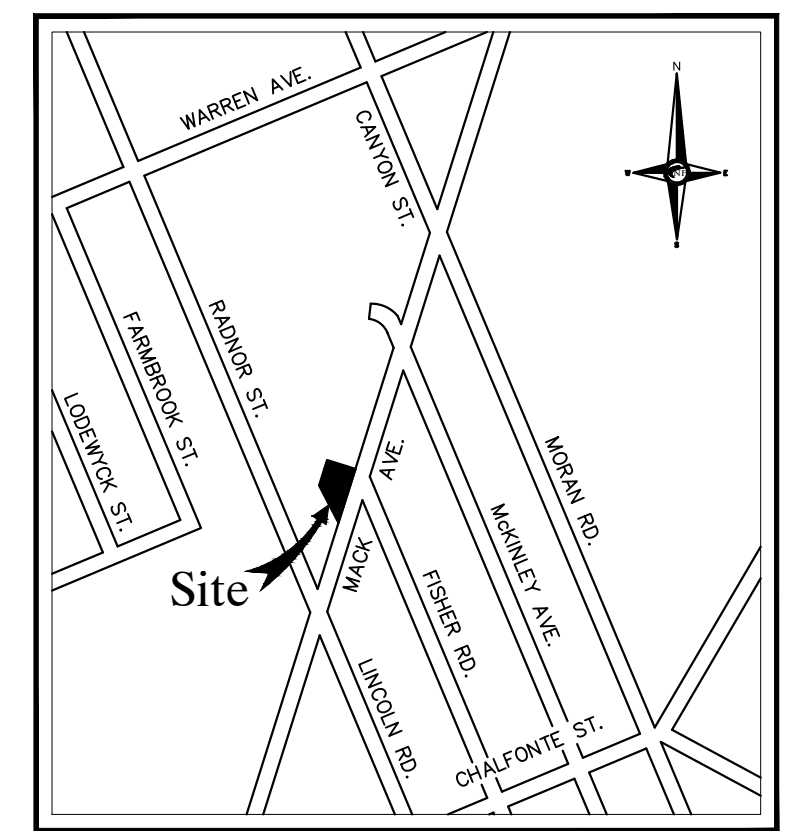
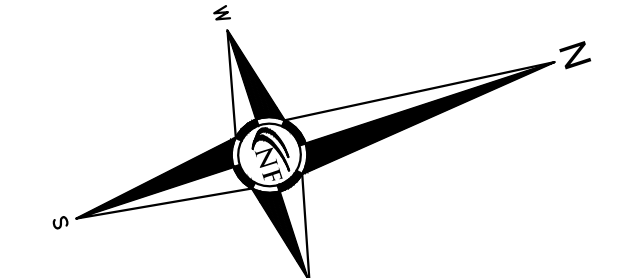
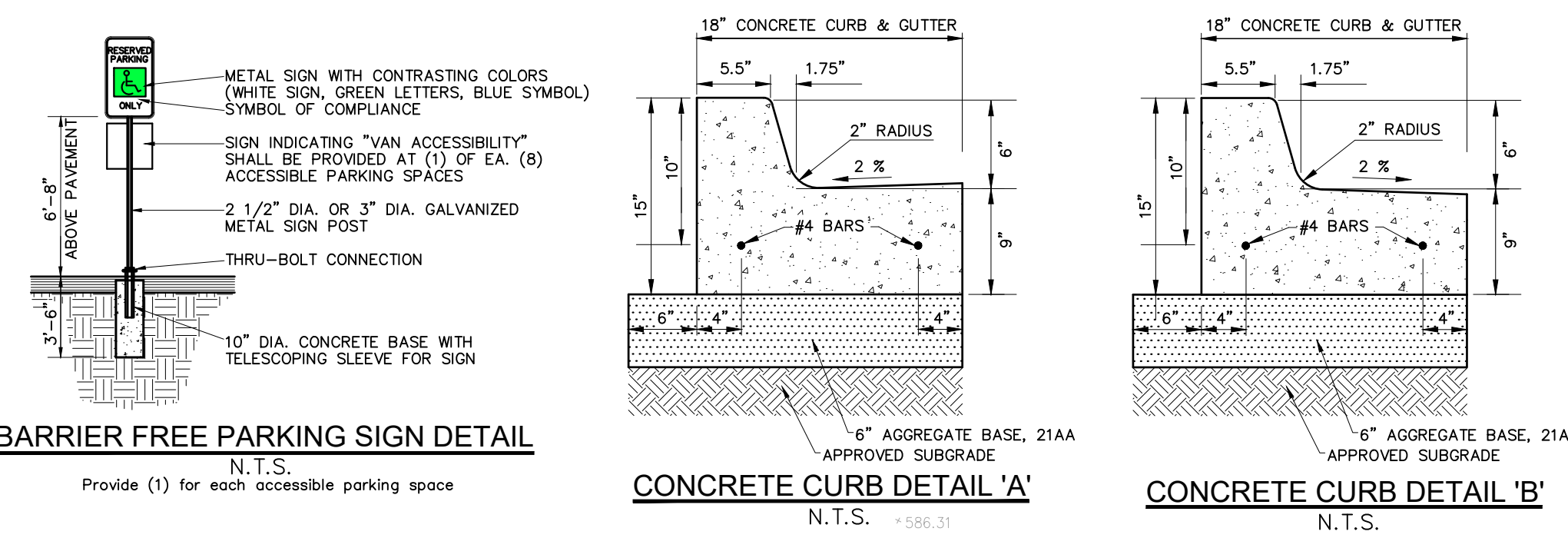
EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.

EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADI.

SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.

ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.

FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.



Location Map
N.T.S.

SHEET INDEX

SP1	ENGINEERING SITE PLAN
SP2	BOUNDARY / TOPOGRAPHIC SURVEY
L1	LANDSCAPE PLAN
A-0-1	PARKING ANALYSIS PLAN
A-0-0	ACE WAREHOUSE PLAN
A-1-1	MAIN LEVEL PLAN
A-2-1	SECOND/THIRD/FOURTH/FIFTH LEVEL FLOOR PLAN
A-3-1	PROPOSED ELEVATIONS
A-3-2	PROPOSED ELEVATIONS

SITE DATA

PROPOSED BUILDING ZONING: "B" BUSINESS DISTRICT

SITE AREA	57,145.81 SFT.	100.0%
BUILDING FOOTPRINT	20,129.00 SFT.	35.2%
PARKING & DRIVES	27,540.12 SFT.	48.2%
LANDSCAPE	9,476.69 SFT.	16.6%

PARKING DATA
REFER TO SHEET A-0-1 PARKING ANALYSIS PLAN FOR DETAILS

EZ STORAGE/RETAIL	31 PARKING SPACES
TOTAL PARKING REQUIRED	50 PARKING SPACES
TOTAL PARKING PROVIDED	50 PARKING SPACES

ACE HARDWARE

TOTAL PARKING REQUIRED	97 PARKING SPACES
TOTAL PARKING PROVIDED	100 PARKING SPACES

ADDITION PARKING ALONG MACK AVENUE
EZ STORAGE FRONTAGE = 11 SPACES
ACE HARDWARE FRONTAGE = 12 SPACES

TOTAL MACK AVENUE/SITE PARKING PROVIDED = 173 SPACES

BUILDING SETBACKS:

REQUIRED	PROVIDED
FRONT:	0.0'
SIDE:	0.0'
REAR:	16.1', 33.8', 13.1'

BUILDING HEIGHT: 35' + 1' FOR EVERY 1' OVER 80' RIGHT-OF-WAY = 75'
ALLOWED: 60.67' OVERALL HEIGHT
PROVIDED: 60.67' OVERALL HEIGHT

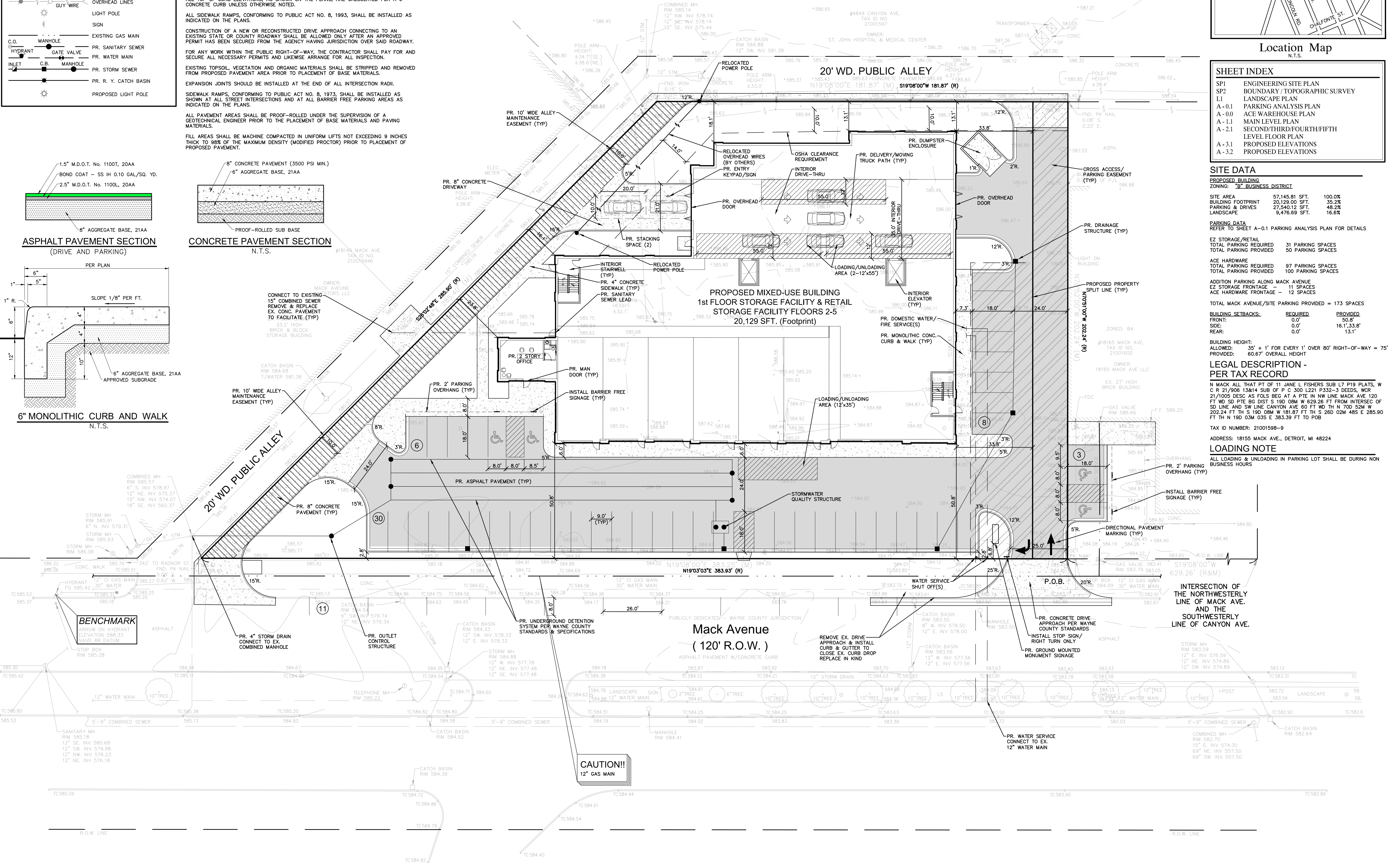
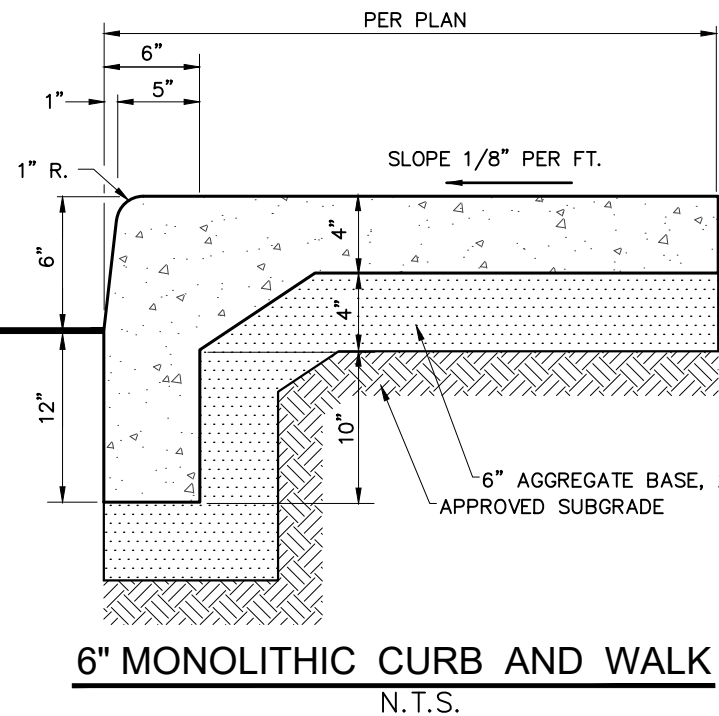
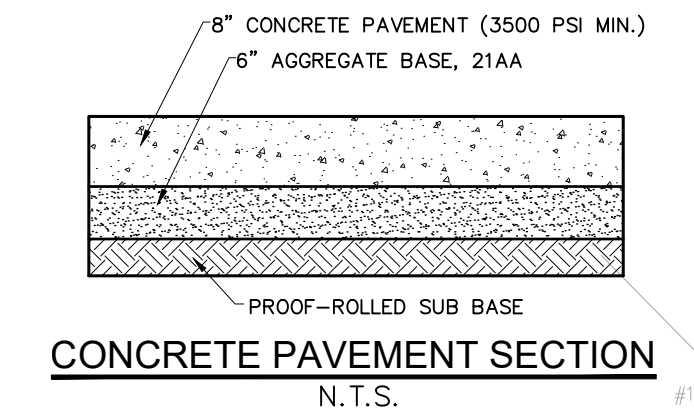
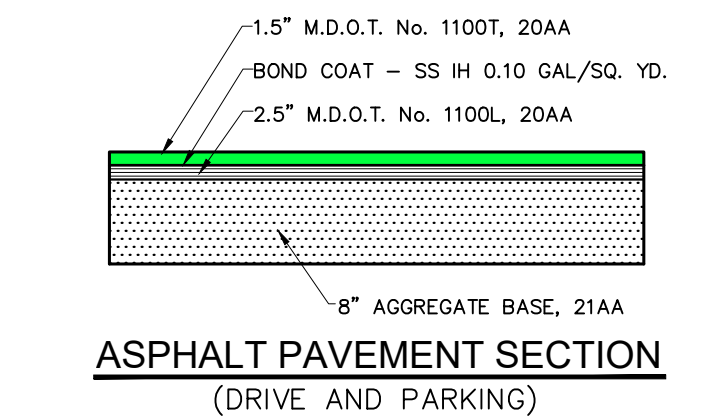
LEGAL DESCRIPTION - PER TAX RECORD

N MACK ALL THAT PT OF 11 JANE L FISHERS SUB L7 P19 PLATS, W C R 21/906 13x14 SUB OF P C 300 L221 P332-3 DEEDS, WCR 21/1055 DEED AS FOLS BEG AT A PTE IN NW LINE MACK AVE 120 FT WD SD PTE BG DIST S 190 08M W 629.26 FT FROM INTERSEC OF SD LINE AND SW LINE CANYON AVE 60 FT WD TH N 700 52M W 202.24 FT TH S 190 08M W 181.87 FT TH S 260 02M 485 E 285.90 FT TH N 190 03M 03S E 383.39 FT TO POB

TAX ID NUMBER: 21001598-9
ADDRESS: 18155 MACK AVE., DETROIT, MI 48224

LOADING NOTE

ALL LOADING & UNLOADING IN PARKING LOT SHALL BE DURING NON BUSINESS HOURS



**CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS**

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

SEAL

BRAD W. BRICKEL
ENGINEER
NO. 54071
LICENSED PROFESSIONAL ENGINEER

PROJECT
Storage Facility - Phase II
18155 Mack Avenue
Detroit, MI 48224

CLIENT
Nolan Realty
Investments, LLC
4541 South Bellaire Drive
Fort Worth, TX 76109

Contact: Steve Nolan
817.735.9996 - Phone
817.732.8998 - Fax

PROJECT LOCATION
Part of Private Claim 300
City of Detroit,
Wayne County, Michigan

SHEET
Engineering Site Plan

Know what's below
Call before you dig.

REVISIONS

08-14-17	ISSUED FOR CITY REVIEW
09-11-17	ALTA-TOPO SURVEY ISSUED
10-06-17	REVISED PER CITY REVIEW
03-14-18	ADDED ALLEY EASEMENT
04-30-18	REVISED BLDG. PER DTE REVIEW

DRAWN BY:
R. Johnson

DESIGNED BY:
B. Brickel

APPROVED BY:
B. Brickel

DATE:
July 11, 2017

SCALE: 1" = 20'

NFE JOB NO. **8993** SHEET NO. **SP1**