

STORM SEWER SYSTEM MAINTENANCE AGREEMENT

(Barrington Park of Rochester Hills)

THIS STORM SEWER SYSTEM MAINTENANCE AGREEMENT ("Agreement") is made this 19th day of August, 2015 by and between the City of Rochester Hills, a Michigan municipal corporation (the "City"), whose address is 1000 Rochester Hills Drive, Rochester, Michigan 48309-3033, and Pulte Land Company, a Michigan limited liability company ("Developer") whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304.

RECITALS

- A. Developer is the owner of real property located in the City of Rochester Hills, Oakland County, Michigan, depicted and described on attached Exhibit A (the "Property").
- B. Developer intends to develop the Property as a residential condominium to be known as Barrington Park of Rochester Hills ("Development").
- C. The Development will alter the natural flow of surface and storm water drainage.
- D. Developer desires to extend to the future owners of units in the Development ("Units") the right to use and benefit from the storm water detention facilities of the Development and to provide a permanent method for the support and upkeep of the detention facilities.
- E. Developer has proposed and the City has approved a storm water drainage and detention system (the "Storm Sewer System") as shown on the plans attached as Exhibit B ("Storm Sewer Plan").
- F. Both the Developer and the City will benefit from the proper operation, use and maintenance of the Storm Sewer System and desire to enter into this Agreement for the use and maintenance of the Storm Sewer System.
- G. The City and Developer's predecessor have entered into a Planned Unit Development Agreement for the Development recorded on July 8, 2015 in Liber 48374, Page 643, Oakland County Records ("PUD Agreement") which describes the Storm Sewer System.

H. Developer has or will record the Master Deed for Barrington Park of Rochester Hills ("Master Deed") which will incorporate the terms of this Agreement.

I. Developer has or will establish the Barrington Park of Rochester Hills Condominium Association ("Association") to administer the affairs of the Development.

J. The owners of the Units in the Development will be bound and benefitted by this Agreement.

NOW THEREFORE, in consideration of less than \$100 and the mutual promises contained herein, the parties hereto agree as follows:

1. Storm Sewer System. Pursuant to the Master Deed and this Agreement, Developer hereby makes available and will grant to each of the Unit owners and the Association the right to use, maintain, replace and repair the Storm Sewer System, including but not limited to the detention basin areas and the storm sewer lines within the Development and delineated in the Storm Sewer Plan. Components of the Storm Water System shall be used solely for the purpose of conveying and detaining storm and surface drainage in the Development until such time as: (i) the City determines and notifies the Developer or Developer's successors and assigns, including the Association, in writing that it is no longer necessary to convey, or detain the storm and surface drainage; and (ii) an adequate alternative for conveying and detaining storm and surface drainage has been provided which is acceptable to the City and which includes the granting of any easements to the City or third parties as may be required or necessary for the alternative drainage system

2. Association. Control and jurisdiction over the Storm Sewer System shall be vested in the Association. Membership in the Association shall be mandatory for all Unit owners. The Association shall be responsible at its sole expense for the proper maintenance of the Storm Sewer System and for compliance with the terms of this Agreement.

The Association members, being the Unit owners, shall each bear their prorata share of the total costs of maintaining the Storm Sewer System (including, without limitation, any real and personal property taxes assessed against the Storm Sewer System, and insurance policies maintained with respect to the Storm Sewer System), which shall constitute a lien against each member's Unit. The prorated share of the cost shall be based on each Unit owner's percentage of value as set forth in the Master Deed.

The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Storm Sewer System, which regulations shall be binding upon all members of the Association and consistent with this Agreement.

3. Maintenance of Storm Sewer System. The Association shall be responsible for the proper maintenance, repair and replacement of the Storm Water System and all of its parts as set forth in the Maintenance Schedule and Checklist attached hereto as Exhibit C (the "Maintenance Plan"). In no event shall the detention basin areas be used for any purpose other than detention of surface water without the prior written consent of the Association and the City.

4. Failure to Maintain Storm Sewer System. In the event the Association fails at any time to maintain the Storm Sewer System (including without limitation the detention basin) in reasonable order and condition, the City may serve written notice upon the Association or upon its members setting forth the manner in which the Association has failed to maintain the Storm Sewer System in a reasonable condition and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof. The notice shall further state the date and place of a hearing thereon before the City Council or other such board, body or official to whom the City shall delegate such responsibility, which shall be held at least fourteen (14) days after the date of the notice. At such hearing, the City Council or other designated board, body or official may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may give an extension of the time within which such deficiencies shall be cured.

Thereafter, if the deficiencies set forth in the original notice, or in the modification thereof; shall not be cured within the time allowed, the City may maintain the Storm Water System for a period of one (1) year. Such maintenance by the City shall not be construed as a trespass, constitute a taking of the Storm Sewer System, nor vest in the public any rights to use or enter the Storm Water System. Thereafter, if the Association does not properly maintain the Storm Water System, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the Storm Water System for another year, and subject to a similar notice, hearing and determination in subsequent years.

In the event the City determines an emergency condition caused by or relating to the Storm Water System threatens the public health, safety or general welfare, the City shall have the right to immediately and without notice enter the Storm Water System and undertake appropriate corrective action.

5. Charges. The cost of any maintenance by the City, plus a ten percent (10%) administrative fee, shall be assessed against the Association and, if not timely paid, added to the tax rolls prorata as to each Unit, which charges shall be a lien and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

The Association members shall each bear a prorata share of the total costs of maintaining the Storm Sewer System, which prorata share shall constitute a lien against each member's Unit, and if not paid, the City shall have the right to add a prorata share of such charges to the tax rolls and collect it in the same manner as provided above. The prorata share of the cost shall be based on each Unit owner's percentage of value as set forth in the Master Deed. The cost of maintenance by the City shall be assessed against the Association or the Association members at the City's discretion.

In the event the City declares the existence of an emergency upon, caused by or relating to the Storm Sewer System, and the City takes appropriate corrective action, the City shall have the right to charge and collect the costs for such corrective action, as provided in this Agreement.

6. Notice. Any notices required under this Agreement shall be sent by certified mail to the address for each party set forth below, or to such other addresses as such party may notify the other parties in writing:

To the Developer: PULTE LAND COMPANY, LLC
100 Bloomfield Hills Parkway
Bloomfield Hills, Michigan 48304

To the City: City Clerk
CITY OF ROCHESTER HILLS
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

To the Association: BARRINGTON PARK CONDOMINIUM ASSOCIATION
100 Bloomfield Hills Parkway
Bloomfield Hills, Michigan 48304

7. Successors and Assigns. This Agreement shall constitute restrictions and covenants running with the Property. This Agreement shall be binding upon and benefit the parties and their respective transferees, successors and assigns.

8. Recording. This Agreement shall be recorded at the Oakland County Register of Deeds.

DATED: _____, 2015 CITY OF ROCHESTER HILLS, a Michigan municipal corporation

By: _____

Its: Mayor

and

By: _____

Its: Clerk

(signatures continue on following pages)

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Acknowledged before me on _____, 2015 by _____,
the Mayor, and _____, the Clerk, of the City of Rochester Hills, a
Michigan municipal corporation, on behalf of the corporation.

Notary Public

County, MI
Acting in Oakland County, MI
My Commission Expires: _____

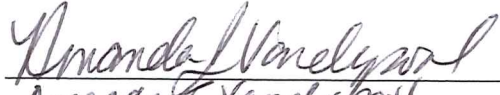
PULTE LAND COMPANY, LLC

By: 

Kevin Christofferson
Its: Vice President of Finance

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

Acknowledged before me on August 19th, 2015, by Kevin Christofferson, Vice
President of Finance of Pulte Land Company, LLC, a Michigan limited liability company, on
behalf of the company.



Amanda J. Vanderpool
Notary Public Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: March 5, 2020

Embossed Hereon Is My
Oakland County, Michigan Notary Public Seal
My Commission Expires March 05, 2020
AMANDA J. VANDERPOOL

Drafted by:
Sandra Sorini Elser
Bodman PLC
201 S. Division Street, Suite 400
Ann Arbor, MI 48104

When recorded, return to:
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

TAX PARCEL ID: 15-26-376-007

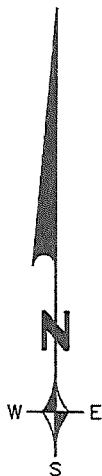
John Staraw
Approved 9/1/15

EXHIBIT A TO STORM SEWER SYSTEM MAINTENANCE AGREEMENT

PROPERTY

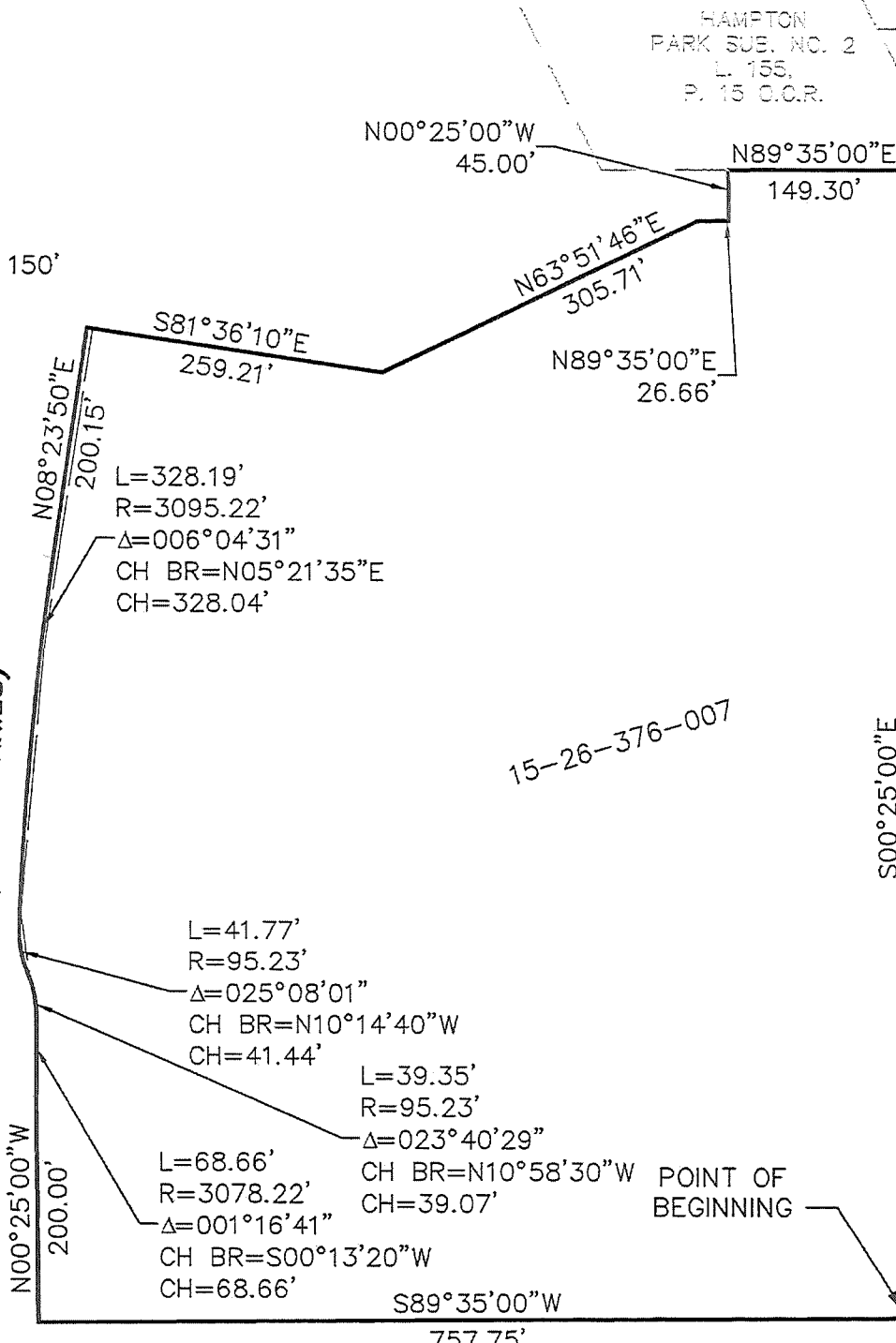
(see attached)

EXHIBIT "A"



SCALE: 1" = 150'

BARCLAY CIRCLE
(WIDTH VARIES)



156
157
158
159
160
161
162
EDINSHIRE SUBDIVISION NO. 3 L. 155, P. 1 O.C.R.

15-26-376-007

E. AUBURN ROAD
(60' WD., 1/2 WIDTH)

S. 1/4 COR.
SECTION 26
T. 3 N., R. 11 E.,
ROCHESTER HILLS,
OAKLAND CO., MI.

Mike Taunt
Approved 9/17/15

Z:\Projects\13178\DWG\13178 SAN ESMTS.dwg, BDY, 9/17/2015 10:23:47 AM, sblaszczyk

REVISIONS			BOUNDARY SKETCH BARRINGTON PARK		DATE	SCALE HOR: 1" = 150'	
ITEM	DATE	BY	ROCHESTER HILLS MICHIGAN			FIELD BOOK NO.	
PER CITY REVIEW	9/17/15	SRB	<p>ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com</p>		DESIGNED BY	JOB NO.	© COPYRIGHT 2015
					PTG	13178	
						SHEET NO.	
						1/2	

EXHIBIT "A"

LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 26, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 26 AND ALONG THE SOUTH LINE OF SAID SECTION 26 S. 89°35'00" W. 20.00 FEET; THENCE N. 00°25'00" W. 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF E. AUBURN ROAD (60 FEET WIDE) ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF E. AUBURN ROAD S. 89°35'00" W. 757.75 FEET; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EAST RIGHT OF WAY LINE OF BARCLAY CIRCLE (WIDTH VARIES), 1) N. 00°25'00" W. 200.00 FEET, 2) 68.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 3,078.22 FEET, CENTRAL ANGLE 01°16'41" AND A CHORD THAT BEARS N. 00°13'20" E. 68.66 FEET, 3) 39.34 FEET ALONG THE ARC OF A CURVE TO LEFT, RADIUS 95.23 FEET, CENTRAL ANGLE 23°40'29" AND A CHORD THAT BEARS N. 10°58'30" W. 39.07 FEET, 4) 41.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 95.23 FEET, CENTRAL ANGLE 25°08'01" AND A CHORD THAT BEARS N. 10°14'40" W. 41.44 FEET, 5) 328.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 3,095.22 FEET, CENTRAL ANGLE 06°04'31" AND A CHORD THAT BEARS N. 05°21'35" E. 328.04 FEET, 6) N. 08°23'50" E. 200.15 FEET; THENCE S. 81°36'10" E. 259.21 FEET; THENCE N. 63°51'46" E. 305.71 FEET; THENCE N. 89°35'00" E. 26.66 FEET; THENCE N. 00°25'00" W. 45.00 FEET TO A POINT ON THE SOUTH LINE OF HAMPTON PARK SUB. NO. 2 AS RECORDED IN LIBER 155, PAGE 15, OAKLAND COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE N. 89°35'00" E. 149.30 FEET TO A POINT ON THE WEST LINE OF EDINSHIRE SUBDIVISION NO. 3, AS RECORDED IN LIBER 155, PAGE 1, OAKLAND COUNTY RECORDS; THENCE IN PART ALONG SAID WEST LINE S. 00°25'00" E. 1,010.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15.60 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TAX PARCEL NO. 15-26-376-007

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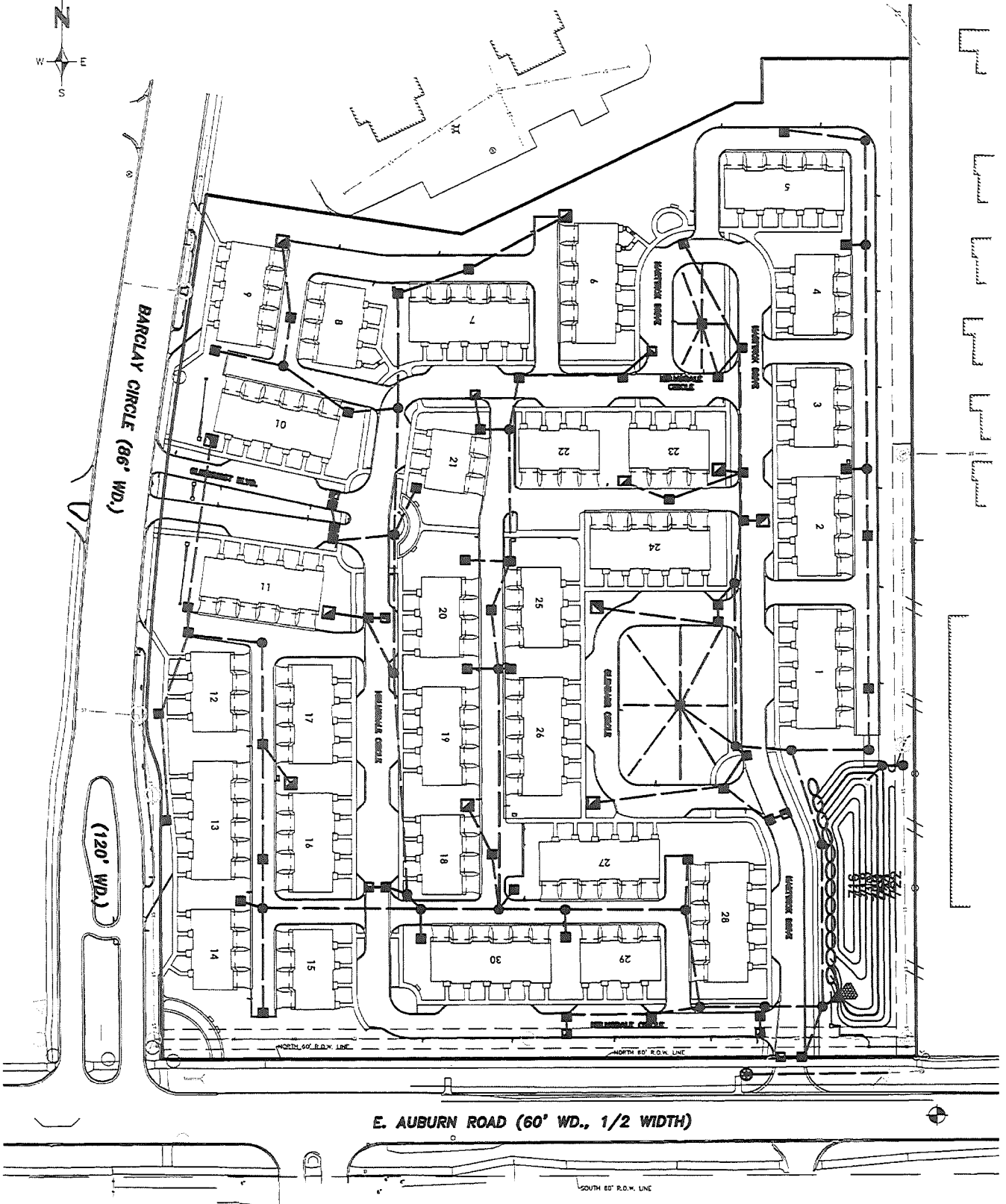
REVISIONS			LEGAL DESCRIPTION		DATE	SCALE	
ITEM	DATE	BY	BARRINGTON PARK			HOR: 1" =	
PER CITY REVIEW	9/17/15	SRB	ROCHESTER HILLS			FIELD BOOK NO.	
			MICHIGAN				
			Z EIMET W OZNIAK		DESIGNED BY	JOB NO.	
			& ASSOCIATES			13178	
			Civil Engineers & Land Surveyors		DRAWN BY	SHEET NO.	
			55800 GRAND RIVER AVE, SUITE 100		PTG	2/2	
			NEW HUDSON, MICHIGAN 48165				© COPYRIGHT 2015
			P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com				

EXHIBIT B TO STORM SEWER SYSTEM MAINTENANCE AGREEMENT

Storm Sewer Plan

(see attached)

EXHIBIT "B"



Z:\Projects\13178\DWG\13178 stormwater easement.dwg, OVERALL UTILITY PLAN (2), 8/10/2015 2:14:19 PM, sbiaszczyk

REVISIONS		
ITEM	DATE	BY
PER CITY	8/10/15	SRB

STORMWATER MANAGEMENT SYSTEM
BARRINGTON PARK
 ROCHESTER HILLS, MICHIGAN

Zeimet Wozniak & Associates
 Civil Engineers & Land Surveyors
 55800 GRAND RIVER AVE, SUITE 100
 NEW HUDSON, MICHIGAN 48165
 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	8/10/15	SCALE	1" = N.T.S.
DESIGNED BY	SRB	FIELD BOOK NO.	
DRAWN BY	SRB	JOB NO.	13178
		SHEET NO.	NO

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**Operation and Maintenance Inspection Checklist
Barrington Park, Rochester Hills, Michigan**

Maintenance Activities	System Component				Frequency
	Catch Basins, Inlets, & Manholes	Storm Sewer Pipe	Sedimentation Basin	Flow Restrictors, Overflow Structures, Outlet Pipes, & Rip-Rap	
Monitoring/Inspection					
• Inspect for sediment accumulation*	X	X	X	X	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X	Annually and after major events
• Inspect for erosion			X		Annually
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X	Annually
• Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging and misalignment	X	X		X	Annually
• Inspect for invasive plant species			X		Annually
• Ensure means of access for maintenance remain clear/open	X	X	X	X	Annually
Preventative Maintenance					
• Remove accumulated sediment	X	X	X	X	As needed *
• Professional application of herbicide for invasive plant species that may be present			X		As needed
• Remove floatables, dead vegetation and debris	X	X	X	X	As needed
Remedial Actions					
• Structural repairs	X	X	X	X	As needed
• Repair/stabilize areas of erosion			X	X	As needed
• Make adjustments/repairs to ensure proper functioning	X	X	X	X	As needed

* Sediment Basin is to be cleaned whenever sediment accumulates to a depth of 5-12 inches or when re-suspension of sediment is observed.

Date: _____

Inspector: _____

Inspector Comments: _____

Condition of Systems: _____

Remedial Actions Required: _____

Date Remedial Actions Completed: _____

By: _____