

**AGREEMENT FOR MAINTENANCE OF
STORM WATER DETENTION SYSTEM**

This agreement is made on January 19, 2016, by **AMERICAN HOUSE ROCHESTER HILLS PROPERTY OWNER LLC**, a Delaware limited liability company, of One Towne Square, Suite 1600, Southfield, Michigan 48076 ("AH Property"), **AMERICAN HOUSE ROCHESTER MC LLC**, a Michigan limited liability company, of One Towne Square, Suite 1600, Southfield, Michigan 48076 ("AHMC"), and **AMERICAN HOUSE BLOOMFIELD LLC**, a Michigan limited liability company, successor by conversion from American House Bloomfield Limited Partnership, a Michigan limited partnership, of 6755 Telegraph Road, Ste. 330, Bloomfield Hills, Michigan 48301 ("AH Bloomfield" and collectively with AH Property Owner and AH Rochester MC the "Grantors"); and the **CITY OF ROCHESTER HILLS** (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, AH Property owns the real property located in the City of Rochester Hills, County of Oakland, State of Michigan, identified as parcel ID 15-31-301-036 on the attached Exhibit A;

WHEREAS, AHMC owns real property located in the City of Rochester Hills, County of Oakland, State of Michigan, identified as parcel ID 15-31-301-037, as more particularly described on the attached Exhibit A;

WHEREAS, AH Bloomfield owns the owns the real property located in the City of Rochester Hills, County of Oakland, State of Michigan, identified as parcel ID 15-31-301-038 on the attached Exhibit A;

WHEREAS, AH Property, AHMC and AH Bloomfield have proposed, and the City has approved, a storm water drainage and detention system (the "System"), which includes a detention basin, for the property as described and depicted in Exhibit B; and

WHEREAS, the parties will benefit from the proper use and maintenance of the System and desire to enter into this agreement to provide for the same.

THEREFORE, the parties agree:

1. **Use of the System:** Components of the System, including the detention basin, shall be used solely for the purpose of detaining storm and surface water on the property until such time as: (i) The City may determine and advise the Grantors, or the Grantors successors, grantees or assigns, in writing that it is no longer necessary to use the detention basin to detain storm or surface water; and (ii) An adequate alternative for draining storm and surface water has been provided which is acceptable to the City and which includes the granting of such easements to the City or third parties for the alternative drainage system as may be necessary.

2. **Maintenance:**

A. Grantors or their successors, grantees, or assigns shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the detention basin, as detailed in the Storm Water Management System Long-Term Maintenance Plan attached in Exhibit C.

B. Proper maintenance of the System shall include, but not limited to: (i) Keeping the bottom of the detention basin free from silt and debris; (ii) Removing harmful algae; (iii) Maintaining steel grating across the basin's inlets; (iv) Controlling the effects of erosion; and (v) Any other maintenance that is reasonable and necessary in order to facilitate or accomplish the intended function and purpose of the System.

3. **Action by City:** In the event Grantors or Grantors successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Grantor or Grantors successors, grantees or assigns, in writing, and the notice shall include a listing and description of maintenance deficiencies and a demand that they must be corrected within thirty (30) days. The notice shall further specify the date and place for a hearing to be held at least fourteen (14) days after the date of the notice before the City Council, or such other board or official to whom the City Council may delegate responsibility. At the hearing, the City Council (or other board or official) may endorse or modify the listing and description of deficiencies to be corrected and, for good cause, may extend the time within which the deficiencies must be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake and make the necessary corrections, and may maintain the System for a period not to exceed one (1) year. Such maintenance

of the System by the City shall not be deemed a taking of the property, nor shall the City's actions be deemed to vest in the public any right to use the property. If the City determines maintenance of the system by the City should continue beyond one year, the City shall hold, and provide advance written notice of, a further hearing at which Grantors or Grantors successors, grantees or assigns, will not or cannot properly maintain the System, the City may continue to maintain the System for another year, and subject to a similar hearing and determination, in subsequent years.

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

4. **Charges:** The City shall charge to the current owner of the property the cost of maintenance or other corrective action undertaken by the City in accordance with this agreement, plus a ten percent (10%) administrative fee. If not timely paid, the City may assess the charges on the City's tax roll, which charges shall be a lien on the real property and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

5. **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 AHMC:

Paul Stodulski
One Towne Square, Suite 1600
Southfield, Michigan 48076

To AH Property:

Paul Stodulski
One Towne Square, Suite 1600
Southfield, Michigan 48076

To AH Bloomfield:

Robert Gillette
6755 Telegraph Road, Ste. 330
Bloomfield Hills, Michigan 48301

To the City:

Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

6. **Successors and Assigns:** This agreement shall bind and inure to the benefit of the parties and their respective successors, grantees and assigns. The rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the property.

7. **Recording of Agreement:** This agreement shall be recorded at the Oakland County Register of Deeds.

IN WITNESS HEREOF, the undersigned have hereunto affixed their signatures on this 19th day of January, 2016.

**AMERICAN HOUSE ROCHESTER HILLS
PROPERTY OWNER LLC**, a Delaware limited
liability company

[Handwritten Signature]

Signature

PAUL A. STODULSKI

(Print Name)

AUTHORIZED REPRESENTATIVE

Title

AMERICAN HOUSE ROCHESTER MC LLC,
a Michigan limited liability company

[Handwritten Signature]

Signature

PAUL A. STODULSKI

(Print Name)

AUTHORIZED REPRESENTATIVE

Title

AMERICAN HOUSE BLOOMFIELD LLC, a
Michigan limited liability company

[Handwritten Signature]

Signature

Robert W. Gillette

(Print Name)

Authorized Representative

Title

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

By: Tina Barton, City Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

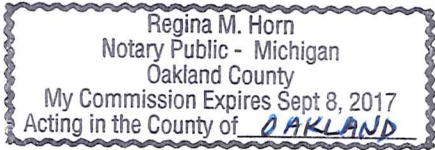
The foregoing instrument was acknowledged before me this 19th day of JANUARY,
2016, by PAUL A. STODULSKI who is a member of AMERICAN HOUSE ROCHESTER, a
Delaware limited liability company, on behalf of the company. HILLS PROPERTY OWNER LLC

Regina M. Horn
Notary Public - Michigan
Oakland County
My Commission Expires Sept 8, 2017
Acting in the County of OAKLAND

Regina M. Horn
REGINA M. HORN, Notary Public
OAKLAND County, Michigan
My Commission Expires: 9-8-17

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 19th day of JANUARY, 2016 by PAUL A. STODULSKI who is a member of AMERICAN HOUSE, of ROCHESTER MI LLC, a Michigan limited liability company, on behalf of the company.



Regina M. Horn
REGINA M. HORN, Notary Public
OAKLAND County, Michigan
My Commission Expires 9-8-17

STATE OF MICHIGAN
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 28th day of January, 2016 by Robert W. Gillette who is a member of American House Bloomfield LLC, a Michigan limited partnership, on behalf of the company.



Erika Brette Bohnenstiehl
Erika Brette Bohnenstiehl, Notary Public
Wayne County, Michigan
10/16/2020 My Commission Expires

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, _____, by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

_____, notary public
_____, County, Michigan
My commission expires:

Drafted by: Adam P. Lumberg
Sullivan, Ward, Asher & Patton PC
25800 Northwestern Highway
1000 Maccabees Center
Southfield, MI 48075

When Recorded Return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

John Staraw
Approved 2/16/16

EXHIBIT A

PROPERTY DESCRIPTION PARCEL ID. 15-31-301-036

(BASED ON WARRANTY DEED, LIBER 40292, PAGE 028, FOR PARCEL IDENTIFICATION NUMBER 15-31-301-036) COMMENCING OF THE WEST 1/4 CORNER OF SECTION 31, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 463.15 FEET ALONG THE WEST LINE OF SAID SECTION 31 AND THE CENTERLINE OF ADAMS ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 44 MINUTES 58 SECONDS EAST 199.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 134.44 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 38 SECONDS DEGREES 44 MINUTES 58 SECONDS EAST 300.39 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 164.26 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 58 SECONDS EAST 331.17 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST 235.56 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 34 SECONDS WEST 108.00 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST 50.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 34 SECONDS WEST 205.00 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 45 SECONDS WEST 50.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 34 SECONDS WEST 513.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 239.61 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 08 SECONDS WEST 255.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 107.50 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 08 SECONDS WEST 244.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 51.17 FEET ALONG THE WEST LINE OF SAID SECTION 31 AND THE CENTERLINE OF SAID ADAMS ROAD TO THE PLACE OF BEGINNING, TOGETHER WITH THE BENEFIT OF i) DECLARATION OF EASEMENTS RECORDED IN LIBER 40199, PAGE 667 AND ii) EASEMENT AGREEMENT RECORDED IN LIBER 40199, PAGE 690, OAKLAND COUNTY RECORDS.

PROPERTY DESCRIPTION PARCEL ID. 15-31-301-037

(BASED ON WARRANTY DEED, LIBER 47826, PAGE 489, FOR PARCEL IDENTIFICATION NUMBER 15-31-301-037) LAND LOCATED IN THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN; THENCE S00°00'00"E 514.32 FEET ALONG THE WEST LINE OF SAID SECTION 31 AND THE CENTERLINE OF ADAMS ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE S89°55'08"E 244.50 FEET; THENCE S00°00'00"E 107.50 FEET; THENCE S89°55'08"E 255.00 FEET; THENCE S00°00'00"E 239.61 FEET; THENCE N89°54'34"W 155.57 FEET; THENCE S00°00'00"E 40.50 FEET; THENCE N89°54'34"W 136.00; THENCE N00°00'00"E 40.50 FEET; THENCE N89°54'34"W 207.93 FEET; THENCE N00°00'00"E 347.03 FEET ALONG THE WEST LINE OF SAID SECTION 31 AND THE CENTERLINE OF SAID ADAMS ROAD TO THE PLACE OF BEGINNING, CONTAINING 3.48 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET THERE OF AS OCCUPIED BY SAID ADAMS ROAD, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOGETHER WITH THE BENEFITS AFFORDED BY i) DECLARATION OF EASEMENTS RECORDED IN LIBER 40199, PAGE 667 AND ii) EASEMENT AGREEMENT RECORDED IN LIBER 40199, PAGE 690, OAKLAND COUNTY RECORDS.

PROPERTY DESCRIPTION PARCEL ID. 15-31-301-038

(BASED ON TAX DESCRIPTION FOR PARCEL IDENTIFICATION NUMBER 15-31-301-038) A PART OF THE SOUTHWEST 1/4 OF SECTION 31, T.-3-N., R.-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT A POINT DISTANT, S00°00'00"E, 861.35 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE S89°54'34"E, 207.93 FEET; THENCE S00°00'00"W, 40.50 FEET; THENCE S89°54'34"E, 136.00 FEET; THENCE N00°00'00"W, 40.50 FEET; THENCE S89°54'34"E, 669.47 FEET; THENCE S00°14'45"E, 50.00 FEET; THENCE S89°54'34"E, 205.00 FEET; THENCE N00°14'45"W, 50.00 FEET; THENCE S89°54'34"E, 108.00 FEET; THENCE S00°14'45"E, 267.09 FEET; THENCE N89°50'50"W, 1327.55 FEET; THENCE N00°00'00"E, 265.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.75 ACRES.

Mike Tavit
Approved 12/2/15

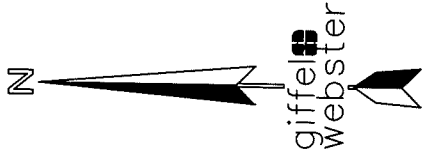
EXHIBIT A

PART OF THE SOUTHWEST 1/4 SECTION 31, T.-03-N., R.-11-E.,
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

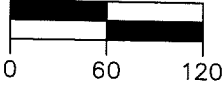
giffels
webster

ENGINEERS LAND SURVEYORS
PLANNERS LANDSCAPE ARCHITECTS
28 W. ADAMS, SUITE 1200
DETROIT, MICHIGAN 48226
(313) 962-4442

DATE:	11/2/15	CHECKED BY	DATE	SCALE:	N/A
DRAWN:	DH			SHEET:	1 OF 1
DESIGN:				JOB No:	17568.03
SECTION:	31	T-03-N, R-11-E			



SCALE: 1" = 120'

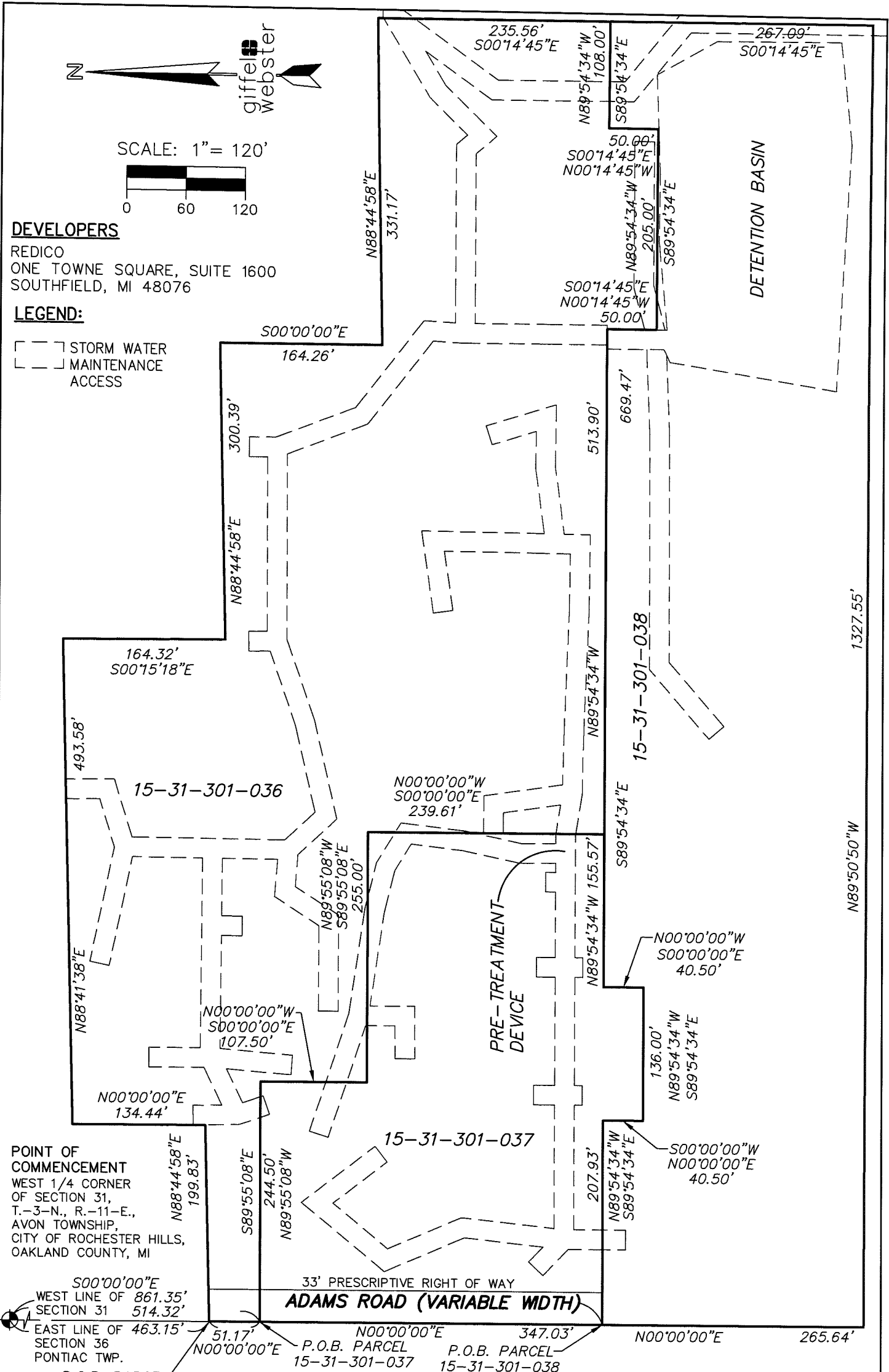


DEVELOPERS

REDICO
ONE TOWNE SQUARE, SUITE 1600
SOUTHFIELD, MI 48076

LEGEND:

- STORM WATER
- MAINTENANCE ACCESS



POINT OF COMMENCEMENT
WEST 1/4 CORNER
OF SECTION 31,
T.-3-N., R.-11-E.,
AVON TOWNSHIP,
CITY OF ROCHESTER HILLS,
OAKLAND COUNTY, MI

WEST LINE OF 861.35'
SECTION 31 514.32'
EAST LINE OF 463.15'
SECTION 36
PONTIAC TWP.
P.O.B. PARCEL
15-31-301-036

33' PRESCRIPTIVE RIGHT OF WAY
ADAMS ROAD (VARIABLE WIDTH)

EXHIBIT B

PART OF THE SOUTHWEST 1/4 SECTION 31, T.-03-N., R.-11-E.,
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN



ENGINEERS LAND SURVEYORS
PLANNERS LANDSCAPE ARCHITECTS
28 W. ADAMS, SUITE 1200
DETROIT, MICHIGAN 48226
(313) 962-4442

DATE:	11/2/15	CHECKED BY:	DATE:	SCALE:	1" = 120'
DRAWN:	DH			SHEET:	1 OF 1
DESIGN:				JOB No:	17568.03
SECTION:	31	T-03-N, R-11-E			

**"EXHIBIT "C"
STORM WATER MANAGEMENT SYSTEM
LONG -TERM MAINTENANCE PLAN**

**TABLE 1
SWMS LONG-TERM MAINTENANCE SCHEDULE**

MAINTENANCE ACTIVITIES	SYSTEM COMPONENT						FREQUENCY
	PAVEMENT AREAS	SPILLWAYS, RIP RAPS	FLOW RESTRICTOR STRUCTURE AND OUTLET PIPE	DETENTION BASIN	MANUFACTURED TREATMENT SYSTEMS	STORM COLLECTION SYSTEM (SEWERS, SWALES, CATCH BASINS, MANHOLES)	
MONITORING/INSPECTION							
• INSPECT FOR SEDIMENT ACCUMULATION**/CLOGGING OF STONE FILTER			X	X	X	X	ANNUALLY
• INSPECT FOR FLOATABLES, DEAD VEGETATION AND DEBRIS		X	X	X	X	X	ANNUALLY AND AFTER MAJOR EVENTS
• INSPECT FOR EROSION AND INTEGRITY OF SYSTEM		X	X				ANNUALLY AND AFTER MAJOR EVENTS
• INSPECT ALL COMPONENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS		X	X	X	X	X	ANNUALLY
• ENSURE MAINTENANCE ACCESS REMAIN CLEAR/OPEN		X	X	X	X	X	ANNUALLY
PREVENTATIVE MAINTENANCE							
• REMOVE ACCUMULATED SEDIMENT			X	X	X	X	AS NEEDED (SEE NOTE BELOW)
• REMOVE FLOATABLES, DEAD VEGETATION AND DEBRIS		X					AS NEEDED
• SWEEPING OF PAVED SURFACES	X						AS NEEDED
REMEDIAL ACTIONS							
• REPAIR/STABILIZE AREAS OF EROSION	X	X		X		X	AS NEEDED
• REPLACED DEAD PLANTINGS AND RESEED BARE AREAS				X		X	AS NEEDED
STRUCTURAL REPAIRS							
• MAKE ADJUSTMENTS/REPAIRS TO ENSURE PROPER FUNCTIONING	X	X	X	X	X	X	AS NEEDED

NOTE: MANUFACTURED TREATMENT SYSTEM TO BE CLEANED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS; AT A MINIMUM, WHENEVER SEDIMENTS ACCUMULATE TO A DEPTH OF 6-12 INCHES, OR IF SEDIMENT RESUSPENSION IS OBSERVED.

Jason Doughton
Approved 12/15/15



ENGINEERS LAND SURVEYORS
PLANNERS LANDSCAPE ARCHITECTS
28 W. ADAMS, SUITE 1200
DETROIT, MICHIGAN 48226
(313) 962-4412

DATE:	11/2/15	CHECKED BY	DATE
DRAWN:	DH		
DESIGN:			
SECTION:	31	T-03-N, R-11-E	

SCALE:	N/A
SHEET:	1 OF 1
JOB No:	17568.03