

**AGREEMENT FOR
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made on February 4, 2015 by Campus Corners Associates, A Michigan Limited Partnership ("Developer"), of 1334 Maple Lawn Drive, Troy, MI 48084 and the CITY OF ROCHESTER HILLS (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Developer owns and proposes to develop the Property described in attached Exhibit A; and

WHEREAS, the proposed development of the Property will alter the natural flow of surface and storm water drainage; and

WHEREAS, Developer has proposed, and the City has approved, a storm water drainage and detention system (the "System") comprised of storm and surface water conveyance and water quality treatment facilities and devices, storm sewer pipe, catch basins and manholes on the Property as described and depicted in the Storm Water System Plan attached as Exhibit B; and through this agreement to provide for the the maintenance of same.

THEREFORE, the parties agree:

1. Use of the System:

Components of the System, including any and all storm and surface water conveyances, detention and water quality treatment facilities and devices, storm sewer pipe, catch basins, manholes, shall be used solely for the purpose of conveying, detaining and treating storm and surface drainage on the property until such time as: (i) The City determines and notifies Developer or Developer's successors, grantees or assigns, in writing, that it is no longer necessary to convey, detain or treat the storm and surface drainage; and (ii) An adequate alternative for conveying and treating 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. Maintenance:

A. Developer shall be responsible for the proper maintenance, repair and replacement of the System and all parts thereof as detailed in the Maintenance Plan attached as Exhibit C.

B. Proper maintenance of the System shall include, but is not limited to: (i) Managing deleterious vegetative growth; (ii) Maintaining storm sewer, structures and safety features; (iii) Controlling the effects of erosion; (iv) Inspection and cleaning of the water quality treatment device; (v) Inspection and cleaning of the storm sewer and catch basins upstream from the detention basin; and (vi) Any ^{other maintenance or} necessary to facilitate and continue the proper operation and use of the System. _{Repair}

3. Action by City:

If, at any time, Developer or Developer's successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Developer or Developer's successors, grantees or assigns. The notice shall be in writing and shall list and describe maintenance deficiencies and demand that they be corrected within thirty (30) days.

The notice shall further specify a 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 as the City Council may designate. At the hearing, the City Council (or other designated board or official) may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may extend the time for the deficiencies to be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake the necessary corrective actions, and the City may maintain the System for up to one (1) year. Such maintenance of the System by the City shall not be construed to be a trespass or a taking of the Property, nor shall the City's actions vest in the public any right to enter or use the Property. Thereafter, if Developer or Developer's successors, grantees or assigns do not properly maintain the System, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the 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 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 under this agreement, plus a ten percent (10%) administrative fee. If not timely paid, the City may place the delinquent 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 Campus Corners Assoc.:

Stuart Frankel
1334 Maple Lawn Drive
Troy, MI 48084
Attention: Stuart Frankel

To the City:

Tina Barton
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 benefits, burdens, rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the Property and any portions thereof.

7. Recording of Agreement:

This agreement shall be recorded at the Oakland County Register of Deeds.

By:  _____

Stuart Frankel
Campus Corners Associates
D&K Company, A Michigan Limited Partnership,
It's General Partner

CITY OF ROCHESTER HILLS

By: _____

Bryan Barnett, Mayor

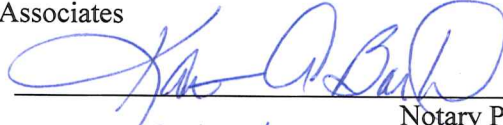
By: _____

Tina Barton, Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on 2/4/15, by Stuart Frankel, General Partnership of D&K Company, Managing Partner of Campus Corners Associates

KATHLEEN A. BARTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jun 15, 2020
ACTING IN COUNTY OF OAKLAND



OAKLAND Notary Public
County, Michigan
My Commission Expires: 6/15/20

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, by Bryan Barnett, Mayor of the City of Rochester Hills, Michigan.

Notary Public
County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, by Tina Barton, City Clerk, for the City of Rochester Hills, Michigan.

Notary Public
County, Michigan
My Commission Expires: _____

Drafted By:

Nowak Fraus
Jay Johnson, P.E.
46777 Woodward Avenue
Pontiac, MI 48342-5032

When Recorded Return To:

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

Exhibit A

Tax ID: 15-15-101-014

PARCEL 2:

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant South 01 degree 40 minutes 40 seconds West, along the West line of said Section 15, 1,143.84 feet from the Northwest corner of said Section 15; thence South 87 degrees 57 minutes 08 seconds East, 220.00 feet; thence North 01 degrees 40 minutes 40 seconds East, 195.00 feet; thence South 87 degrees 57 minutes 08 seconds East, 473.09 feet; thence South 02 degrees 18 minutes 20 seconds West, 400.00 feet; thence North 89 degrees 10 minutes 52 seconds West, 688.74 feet to the West line of said Section 15; thence North 01 degrees 40 minutes 40 seconds East, along said line, 219.28 feet to the Point of Beginning, EXCEPT the West 60.00 feet thereof conveyed to the Board of County Road Commissioners of the County of Oakland, as disclosed by instrument recorded in Liber 6248, page 573, Oakland County Records.

ALSO

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: The land lying Southerly of the existing building bounded on the East and West by extended building foundation lines and on the South by the South property line and described as: Beginning at the Northwest corner of said Section 15, thence East along the North line of said Section 15, 200.00 feet; thence South 01 degrees 40 minutes 40 seconds West, 60.03 feet; thence East 403.36 feet; thence South 02 degrees 18 minutes 20 seconds West, 222.95 feet; thence East 100.00 feet; thence South 02 degrees 18 minutes 20 seconds West, 691.00 feet; thence North 87 degrees 57 minutes 08 seconds West, 129.40 feet to the Point of Beginning; thence North 87 degrees 57 minutes 08 seconds West, 125.00 feet; thence North 02 degrees 18 minutes 20 seconds East, 30.67 feet to the Southwest corner of building; thence along building South 87 degrees 57 minutes 08 seconds East, 125.00 feet to the Southeast corner of building; thence South 02 degrees 18 minutes 20 seconds West, 30.11 feet to the Point of Beginning.

ALSO

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant South 01 degree 40 minutes 40 seconds West, along the West line of said Section 15, 948.84 feet from the Northwest corner of said Section 15; thence South 87 degrees 57 minutes 08 seconds East, 220.00 feet; thence South 01 degrees 40 minutes 40 seconds West, 195.00 feet; thence North 87 degrees 57 minutes 08 seconds West, 220.00 feet to the West line of said Section 15; thence North 01 degrees 40 minutes 40 seconds East, along said line, 195.00 feet to the Point of Beginning, EXCEPT the West 60.00 feet thereof conveyed to the Board of County Road Commissioners of the County of Oakland, as disclosed by instrument recorded in Liber 6248, page 573, Oakland County Records.

ALSO DESCRIBED FOR TAX PURPOSES AS FOLLOWS:

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant South 01 degree 40 minutes 40 seconds West, 948.84 feet from the Northwest corner of said Section 15; thence South 87 degrees 57 minutes 08 seconds East, 438.69 feet; thence North 02 degrees 18 minutes 20 seconds East, 30.67 feet; thence South 87 degrees 57 minutes 08 seconds East 125.00 feet; thence South 02 degrees 18 minutes 20 seconds West, 30.11 feet; thence South 87 degrees 57 minutes 08 seconds East, 129.40 feet; thence South 02 degrees 18 minutes 20 seconds West, 400.00 feet; thence North 89 degrees 10 minutes 52 seconds West, 688.74 feet; thence North 01 degrees 40 minutes 40 seconds East, 414.78 feet to the Point of Beginning, EXCEPT the West 60.00 feet thereof taken for road.

Tax ID: 15-15-101-024



ENGINEERS

NOWAK & FRAUS ENGINEERS
1310 N. STEPHENSON HWY.
ROYAL OAK, MI 48067-1508
TEL. (248) 399-0886
FAX. (248) 399-0805

NOTE: The Tax Description describes the same property described as Parcel 2 above.

PREPARED FOR:

CITY FILE #13-012

MARYCREST MANOR
NURSING HOME
15475 MIDDLEBELT RD.,
LIVONIA, MI 48154

SCALE

DATE

DRAWN

JOB NO.

SHEET

NTS

12-22-2014

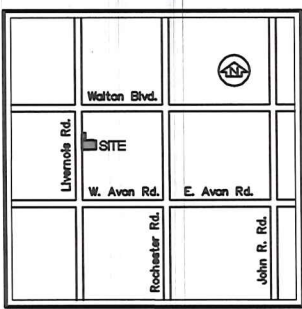
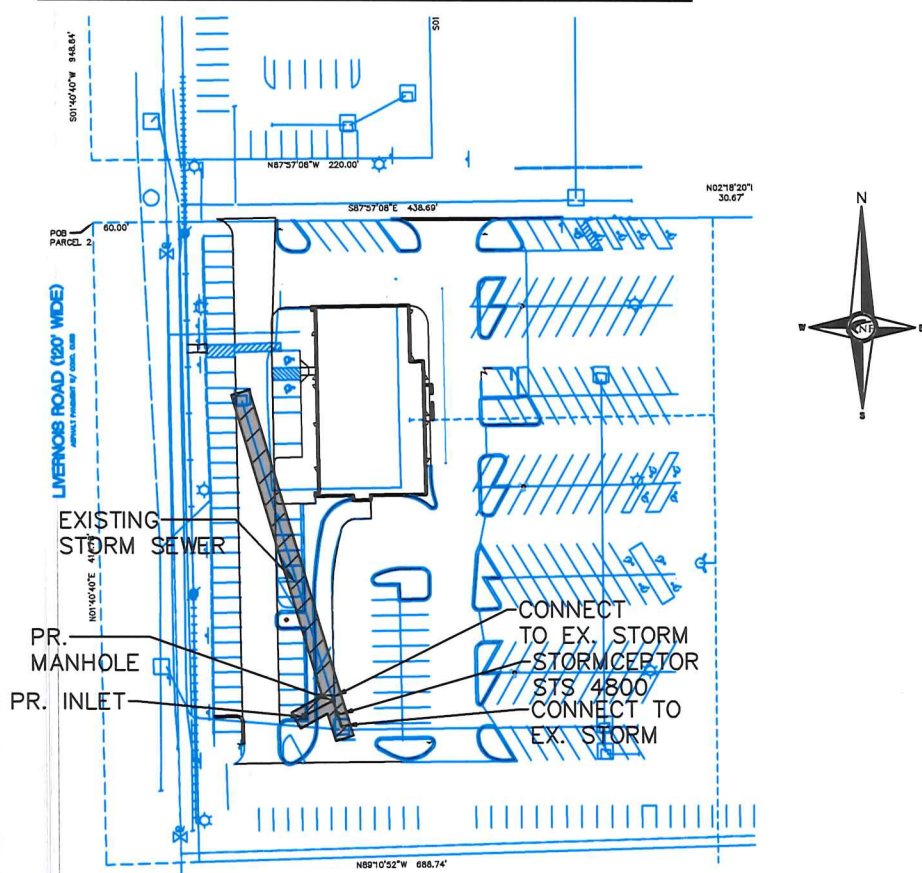
J.J.

3553-01

1 of 1

*Mike Taurt
Approved 2/6/15*

Exhibit B



LEGEND
 FRANKEL DEVELOPMENT COMPANY MAINTENANCE RESPONSIBILITY



NOWAK & FRAUS ENGINEERS
 1310 N. STEPHENSON HWY.
 ROYAL OAK, MI 48067-1508
 TEL. (248) 399-0886
 FAX. (248) 399-0805

PREPARED FOR: **MARYCREST MANOR NURSING HOME**
 15475 MIDDLEBELT RD.,
 LIVONIA, MI 48154

CITY FILE #13-012

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=100'	12-22-2014	J.J.	3553-01	1 of 1

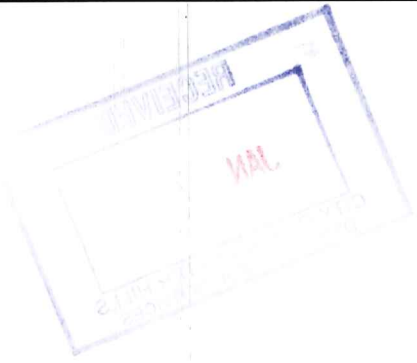


EXHIBIT 'C'
OPERATIONS AND MAINTENANCE MANUAL

CAMPUS CORNERS
STORWATER MAINTENANCE PLAN
ROCHESTER HILLS, MICHIGAN

PROPERTY OWNER:
Campus Corners Associates
1334 Maple Lawn Drive,
Troy, MI 48084
Phone: (248) 649-2924
Contact: Mr. Stuart Frankel

Prepared by:
Nowak Fraus Engineers
46777 Woodward Avenue
Pontiac, MI 48342-5032
Phone: (248) 332-7931
Contact: Jay Johnson, P.E.

*Jason Boughton
Approved 2/5/15*

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all stormwater management systems including the underground storm sewer system and mechanical pre-treatment devices incorporated into and detailed on the approved Construction Plans as prepared by Nowak Fraus Engineers. In order to comply with the local best management practices (BMP) and requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMP's.

OWNER:

Campus Corners Associates
No. 185 Livernois Road
City of Rochester Hills
Oakland County, MI
Phone: (248) 332-7931

PROPERTY INFORMATION:

This Operations and Maintenance Manual covers the storm water systems located at the following subject property:

LEGAL DESCRIPTION: (see Exhibit 'A' of the Storm Water Maintenance Agreement)

Tax ID: 15-15-101-014

PARCEL 2:

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant South 01 degree 40 minutes 40 seconds West, along the West line of said Section 15, 1,143.84 feet from the Northwest corner of said Section 15; thence South 87 degrees 57 minutes 08 seconds East, 220.00 feet; thence North 01 degrees 40 minutes 40 seconds East, 195.00 feet; thence South 87 degrees 57 minutes 08 seconds East, 473.09 feet; thence South 02 degrees 18 minutes 20 seconds West, 400.00 feet; thence North 89 degrees 10 minutes 52 seconds West, 688.74 feet to the West line of said Section 15; thence North 01 degrees 40 minutes 40 seconds East, along said line, 219.28 feet to the Point of Beginning, EXCEPT the West 60.00 feet thereof conveyed to the Board of County Road Commissioners of the County of Oakland, as disclosed by instrument recorded in Liber 6248, page 573, Oakland County Records.

ALSO

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: The land lying Southerly of the existing building bounded on the East and West by extended building foundation lines and on the South by the South property line and described as: Beginning at the Northwest corner of said Section 15, thence East along the North line of said Section 15, 200.00 feet; thence South 01 degrees 40 minutes 40 seconds West, 60.03 feet; thence East 403.36 feet; thence South 02 degrees 18 minutes 20 seconds West, 222.95 feet; thence East 100.00 feet; thence South 02 degrees 18 minutes 20 seconds West, 691.00 feet; thence North 87 degrees 57 minutes 08 seconds West, 129.40 feet to the Point of Beginning; thence North 87 degrees 57 minutes 08 seconds West, 125.00 feet; thence North 02 degrees 18 minutes 20 seconds East, 30.67 feet to the Southwest corner of building; thence along building South 87 degrees 57 minutes 08 seconds East, 125.00 feet to the Southeast corner of building; thence South 02 degrees 18 minutes 20 seconds West, 30.11 feet to the Point of Beginning.

ALSO

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant South 01 degree 40 minutes 40 seconds West, along the West line of said Section 15, 948.84 feet from the Northwest corner of said Section 15; thence South 87 degrees 57 minutes 08 seconds East, 220.00 feet; thence South 01 degrees 40 minutes 40 seconds West, 195.00 feet; thence North 87 degrees 57 minutes 08 seconds West, 220.00 feet to the West line of said Section 15; thence North 01 degrees 40 minutes 40 seconds East, along said line, 195.00 feet to the Point of Beginning, EXCEPT the West 60.00 feet thereof conveyed to the Board of County Road Commissioners of the County of Oakland, as disclosed by instrument recorded in Liber 6248, page 573, Oakland County Records.

ALSO DESCRIBED FOR TAX PURPOSES AS FOLLOWS:

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant South 01 degree 40 minutes 40 seconds West, 948.84 feet from the Northwest corner of said Section 15; thence South 87 degrees 57 minutes 08 seconds East, 438.69 feet; thence North 02 degrees 18 minutes 20 seconds East, 30.67 feet; thence South

87 degrees 57 minutes 08 seconds East 125.00 feet; thence South 02 degrees 18 minutes 20 seconds West, 30.11 feet; thence South 87 degrees 57 minutes 08 seconds East, 129.40 feet; thence South 02 degrees 18 minutes 20 seconds West, 400.00 feet; thence North 89 degrees 10 minutes 52 seconds West, 688.74 feet; thence North 01 degrees 40 minutes 40 seconds East, 414.78 feet to the Point of Beginning, EXCEPT the West 60.00 feet thereof taken for road.

Tax ID: 15-15-101-024

NOTE: The Tax Description describes the same property described as Parcel 2 above.

STORMWATER MAINTENANCE EXHIBIT:

Exhibit 'B' of the Storm Water Maintenance Agreement is the Storm Water System Plan which provides a clear presentation of all components of the storm water system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm sewer pipes
- Storm sewer structures (manholes, inlets, catch basins etc.)
- Pre-Treatment Device (STS 4800)

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum, if no events warrant additional inspections. The frequency of inspections should be fine-tuned over time as system specific conditions are better known and the rate at which certain maintenance operations need to be performed is better understood. Maintenance Inspection Check lists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and may need to be certified for confined space entry, depending on the component being inspected. Operation of the pre-treatment devices may need to be inspected by a practicing civil engineer familiar with their operation. Records of all routine inspections and any work performed on the system for maintenance, repair or replacement should be maintained by the owner and kept for a minimum of ten (10) years. A copy of all records should be provided to the City of Rochester Hills Engineering Division. The records should include this manual, all inspection sheets, approved construction plans and as-built documents, a maintenance log of work performed to the system and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

Stormwater Pre-Treatment Device (STS 4800):

Refer to the attached owner's manual from the manufacturer for all inspection and maintenance requirements for the Stormceptor structure.

STORM: WATER SYSTEMS MAINTENANCE:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater systems are expected to perform quality and quantity control functions as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

- Increased pollutants to surrounding surface water features
- Potential loss of life or property resulting from catastrophic failure of the facility
- Aesthetic or nuisance conditions, such as mosquitoes or reduced property values due to a degraded facility appearance.

Most of these impacts can be avoided through proper and timely inspection and maintenance. A major concern associated with these impacts is the general public's expectations related to the quality of life provided, in part, by construction of these systems. Inadequate maintenance means the general public may have a false sense of security. The most common cause of stormwater system failure is the lack of adequate and proper operation, inspection, maintenance and management.

Good design and construction can reduce subsequent maintenance needs and costs, but they can not eliminate the need for maintenance altogether. Maintenance requires a long term commitment of time, money, personnel and equipment. Monitoring the overall performance of the storm water management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property in perpetuity. If maintenance of the system is not performed, the City of Rochester Hills reserves the right to enter the property and perform all necessary work at the property owners' cost Refer to the *Agreement for Storm Water System Maintenance* for additional details.

General Maintenance Items:

Parking Lot Sweeping:

Routine sweeping of all paved surfaces provides a more attractive appearance and removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events. Parking lot sweeping should be performed quarterly or as necessary to limit sediment and trash build-up.

Stormwater System Maintenance Items:

The following narratives give an overview of the maintenance requirements of the different components of the storm water system. The inspection checklists attached to this report offer a more complete listing of what should be inspected, when inspection should occur and the likely frequency of maintenance activities.

Storm Sewer and Structures:

Catch basins, inlets, manholes and sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation etc. The structures and sewers should also be observed during a wet weather event to ensure their proper operation. Accumulated sediment and debris should be removed on an annual basis or as needed based on observed conditions. Structural repairs or maintenance should occur as needed based on observed conditions such as cracks, spalling, joint failure, leakage, misalignment or settlement of structures. A civil engineer should be retained if problems are thought to exist.

Stormwater Pre-Treatment Device (STS 4800):

Refer to the attached owner's manual from the manufacturer for all inspection and maintenance requirements for the Stormceptor structure.

The following pages include inspection checklists for the various devices and components listed above as well as the manufacturer's manual for the Stormceptor STS 4800 stormwater treatment structure.

STORM WATER SEWER SYSTEM

DATE/ _____ TIME _____ OF _____
 INSPECTION: _____
 INSPECTOR: _____

	System Component		
	Catch Basins, Inlets & Storm Sewers	Parking areas & Drives	
Maintenance Activities			Frequency
Monitoring / Inspection			
<ul style="list-style-type: none"> Inspect for pollutants and sediment accumulation 	X		Quarterly
<ul style="list-style-type: none"> Inspect for oil accumulation 	X		Quarterly
<ul style="list-style-type: none"> Sweep Parking Areas and Drives 		X	Regularly as necessary
Preventative Maintenance			
<ul style="list-style-type: none"> Remove accumulated sediment and pollutants (vacuum truck) 	X		When sediment depth has accumulated to within six inches of dry-weather water level
<ul style="list-style-type: none"> Remove accumulated oil and gasoline (vacuum truck) 	X		Under normal operating conditions at the same time as sediment removal
Remedial Actions			
<ul style="list-style-type: none"> Structural repairs 	X		As needed
<ul style="list-style-type: none"> Make adjustments / repairs to ensure proper functioning 	X		As needed

SUMMARY:

INSPECTORS
REMARKS:



OVERALL _____ CONDITION _____ OF _____
 FACILITY: _____

RECOMENDED _____ ACIONS _____
 NEEDED: _____

DATES _____ ANY _____ MAINTANCE _____ MUST _____ BE _____ COMPLETED _____
 BY: _____