

AGREEMENT for STORM WATER SYSTEM MAINTENANCE

This agreement is made on Sept. 23, 2015, by **Generations Property Management LLC.**, a Michigan limited liability company, located at 6350 Atkins, Troy, MI 48085 (Property Owner) and the **CITY OF ROCHESTER HILLS** (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, the Property Owner proposes the redevelopment/remodeling of the property at 2044 South Boulevard West, Rochester Hills, MI 48309, described in attached Exhibit A; and

WHEREAS, the Property Owner has proposed, and the City has approved, a storm water drainage and filtration system for the property as described and depicted in the storm water system plan attached as Exhibit B; and

WHEREAS, the parties will benefit from the proper operation and maintenance of the system and enter into this agreement to provide the same.

THEREFORE, the parties agree:

1. **Use of the System:**

Components of the System includes catch basin, man hole, end section and filtration devices if required and shall be used solely for the purpose of detaining and filtering the surface drainage on the property.

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 not limited to: Removing accumulated sediment, trash and debris from the detention basin and inlet pipe, managing deleterious vegetative growth, maintaining the structure and end sections, along with yearly cleaning of catch basin and filtration system.

3. **Action by City :**

If, at any time, Property Owner(s) or Owner(s) successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Property Owner, 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 the Property Owner or Owners 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 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.

Generations Property Management LLC
Attn: Neil Hanoosh
6350 Atkins
Troy, MI 48085

City of Rochester Hills
Attn: City Clerk
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 divisions thereof.

7. **Recording of Agreement:**

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

By: 
Neil Hanoosh – Partner/Owner/~~member~~
Generations Property Management LLC.

CITY OF ROCHESTER HILLS

By: _____
Bryan Barnett - Mayor
City of Rochester Hills

By: _____
City Clerk – Tina Barton
City of Rochester Hills

STATE OF MICHIGAN

COUNTY OF OAKLAND

This agreement was acknowledged before me on 9/23/2015, by Neil Hanoosh, member of Generations Property Management, LLC.

JUDY BOPP
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 2, 2019
ACTING IN COUNTY OF OAKLAND

Judy Bopp
Notary Public

OAKLAND County Michigan

My commission expires: 5/2/2019

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, by Bryan 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: Neil Hanoosh
Generations Property Management, LLC
6350 Atkins Dr.
Troy, MI 48085

When recorded return to:
City Clerk
City of Rochester Hills
1000 Rochester Hills Drive

John Staro
Approved 9/25/15

Exhibit 'A'

Lots 18 to 21 inclusive of "South Boulevard Gardens " a subdivision of the southeast 1/4 of the southeast 1/4 of section 32, T.3N., R.11E., Avon Township (Now City of Rochester Hills), Oakland County, Michigan as recorded in Liber 50, Page 45 of Plats, Oakland County Records.

More commonly known as: 2044 South Boulevard, Rochester Hills, Michigan

Sidwell #'s: #15-32-483-005, #15-32-483-006 and #15-32-483-007

Jason Boughton
Approved 9/24/15

EXHIBIT 'B'

Responsibility of property owner (Generations Property Management, LLC) includes the catch basin and inlet pipe identified at this location.

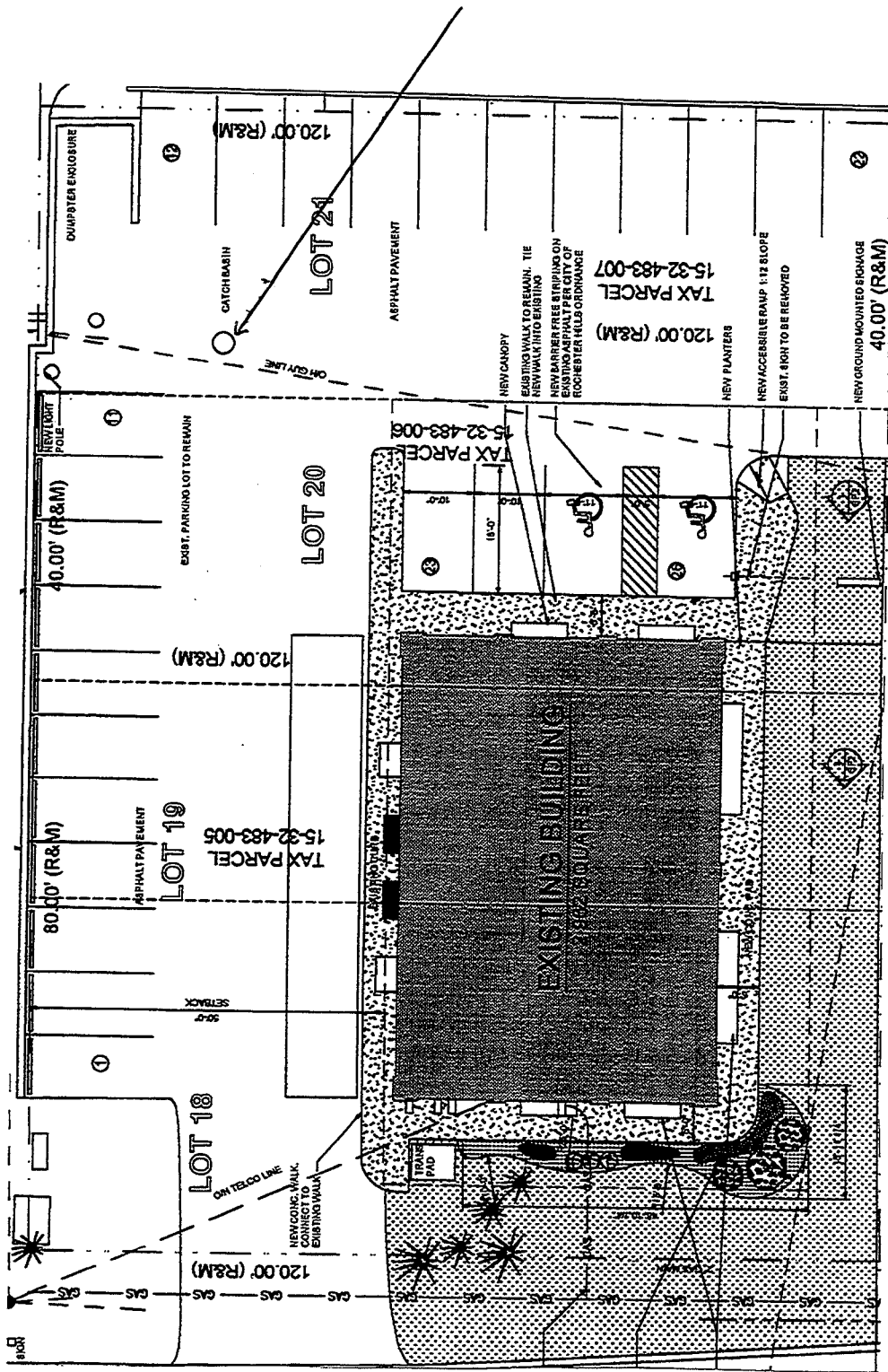


EXHIBIT 'C'

STORMWATER SYSTEM MAINTENANCE PLAN

GENERATIONS PROPERTY MANAGEMENT, LLC

PROPERTY OWNER:

GENERATIONS PROPERTY MANAGEMENT, LLC
6350 ATKINS DR.
TROY, MI 48085

September 23, 2015

INTRODUCTION:

This plan identifies the ownership, operation and maintenance responsibilities for all stormwater management systems.

OWNER:

Generations Property Management, LLC
6350 Atkins Dr.
Troy, MI 48085

PROPERTY INFORMATION:

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

2044 South Blvd West, Rochester Hills, MI 48309

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 the plan. The system includes:

- Storm sewer structures (manhole, inlet, and catch basin)

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 Checklists 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 detention basin, sediment basin, outlet control structures and 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(s) and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

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 the 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 stormwater 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 *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 as necessary to limit sediment and trash build-up.

Grass Mowing and Maintenance:

Mowing requirements at a facility should be designed to the specific site conditions, grass types and seasonal variations in climate. Inspections of the grass areas and other landscaping features should be made annually.

Trash and Debris Removal:

Removal of trash and debris from all areas of the property should be performed monthly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the stormwater management systems. Sediment, debris and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling centers.

Stormwater Systems Maintenance Items:

The following narratives give an overview of the maintenance requirements of the different components of the stormwater 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 and Sewer Structures:

Catch basins, inlets, and manholes 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 SEWER SYSTEM

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORMWATER SEWER SYSTEM MAINTENANCE TASKS AND SCHEDULE

POST CONSTRUCTION

MAINTENANCE ACTIVITIES MONITORING/INSPECTION

	SYSTEM COMPONENTS	Catch Basins, Inlets, and Manholes	Storm Sewer Pipes			FREQUENCY	COMMENTS
Inspect for Sediment Accumulation		X	X			Annually	
Inspect for Floatables, dead vegetation and debris		X	X			Annually and after major rainfall	
Inspect for erosion						Annually	
Inspect all components during wet weather and compare to as-built plans		X	X			Annually	
Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging and misalignment.		X	X			Annually	
PREVENTATIVE MAINTENANCE							
Remove accumulated sediment		X	X			Annually or as needed	
Remove floatables, dead vegetation and debris		X	X			Annually or as needed	
REMEDIAL ACTIONS							
Repair/stabilize areas of erosion						As Needed	
Structural Repairs		X	X			As Needed	
Make adjustments/repairs to ensure proper functioning		X	X			As Needed	

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____