
**SECOND AMENDMENT TO AGREEMENT FOR MAINTENANCE OF STORM
WATER RETENTION SYSTEM**

THIS SECOND AMENDMENT TO AGREEMENT FOR MAINTENANCE OF STORM WATER RETENTION SYSTEM (this "Second Amendment") is made and entered into as of the 17th day of March, 2021, by and between RPT REALTY, L.P., a Delaware limited partnership, successor by name change to Ramco-Gershenson Properties, L.P., a Delaware limited partnership ("RPT"), having an address of 19 W. 44th Street, Suite 1002, New York, New York 10036 and the CITY OF ROCHESTER HILLS, a Michigan municipal corporation (the "City"), having an address of 100 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS:

A. RPT's predecessor-in-interest, Rochester Avon Company, and the City entered into that certain Agreement for Maintenance of Storm Water Retention System dated March 29, 1996 and recorded in Liber 19170, Page 201 in the office of the Oakland County Register of Deeds, as amended by that certain First Amendment to Agreement for Maintenance of Storm Water Retention System dated March 3, 2015 and recorded in Liber 48439, Page 557 in the office of the Oakland County Register of Deeds (the "First Amendment" and together, the "Agreement").

B. RPT owns certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Shopping Center") and depicted as Proposed Parcels A and B on Exhibit B attached hereto and made a part hereof.

C. RPT is seeking approval to subdivide Proposed Parcel B (the "Subdivision"), and the City requires this Second Amendment in connection with the approval of such Subdivision.

D. Proposed Parcel B is more particularly described on Exhibit C attached hereto and made a part hereof, and following approval of the subdivision, the legal description of the remainder parcel will be as more particularly described on Exhibit D attached hereto and made a part hereof (the "Remainder Parcel").

E. RPT and the City desire to amend the Agreement as more particularly set forth herein.

In consideration of this Second Amendment, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, RPT and the City hereby agree to amend and modify the Agreement as set forth herein:

1. Defined Terms. All capitalized terms used herein but not specifically defined in this Second Amendment shall have the meanings ascribed to such terms in the Agreement. “Common Areas” shall mean the common entrance drives, parking areas, driveways, accessways, service drives, drive aisles, sidewalks and other similar improvements now or hereafter located in the Shopping Center, as the same exist from time to time. “Parcel Owner” shall mean the owner in fee simple of any portion of the Shopping Center including, without limitation, any future owner of any portion of Proposed Parcel B and/or the Remainder Parcel. The Remainder Parcel and Proposed Parcel B are sometimes hereinafter referred to individually as a “Parcel” or collectively as “Parcels”.

2. Cross-Drainage Easement. Each Parcel Owner and its tenants, licensees, invitees, employees, successors, and assigns, shall have a perpetual, non-exclusive easement over, upon, under and across the Common Areas for the purpose of drainage of storm water runoff from a Parcel over, upon, under or across another Parcel to existing or future public or private storm drain systems on the Common Areas; provided that no Parcel Owner shall be obligated to increase any capacity after the date that Parcel Owner acquires such Parcel; and provided further that a Parcel Owner may replace, rebuild, relocate or reconfigure such system or any component on its Parcel at its expense without the consent of any other Parcel Owner so long as reasonable accommodation is made for storm water drainage during construction and, at the conclusion of construction, the capacity to accept storm water through the system from a benefitted Parcel is not materially diminished. No Parcel Owner may conduct any grading or other activities or construct any improvements or landscaping on any portion of its Parcel that would, after the completion of the same, materially impede, hinder or interfere with the accumulation or free flow and drainage of storm water over, across, on and under their respective Parcels or the other party’s Parcel.

3. Maintenance. Each Parcel Owner shall be responsible for maintaining the surface water management system facilities area including all mitigation areas and related structures located on its Parcel in good and functional condition and consistent with the Operation and Maintenance Manual attached to the First Amendment as Exhibit C, shall timely perform maintenance thereto and shall timely make any necessary repairs and replacements thereto.

4. Notice Addresses. RPT’s address for purposes of notice under the Agreement (as amended by this Second Amendment) shall be as follows:

RPT Realty, L.P.
20750 Civic Center Drive, Suite 310
Southfield, Michigan 48076

With copies of legal notices to:

RPT Realty, L.P.
19 W. 44th Street, Suite 1002
New York, New York 10036
Attn: Legal

5. Binding Agreement. This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives.

6. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original but which together shall constitute one agreement.

[Signatures on following pages]

CITY:

THE CITY OF ROCHESTER HILLS,
a Michigan municipal corporation

By: _____

Name: Bryan K. Barnett

Title: Mayor

STATE OF MICHIGAN)

)

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Bryan K. Barnett, the Mayor, of the City of Rochester Hills, a Michigan municipal corporation, on behalf of such corporation.

Witness my hand and Notarial stamp or seal, this ____ day of _____, 2021.

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's printed or typed name

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Land in the City of Rochester Hills, Oakland County, Michigan, described as follows:

Part of Northeast 1/4 of Section 22, City of Rochester Hills: Commencing on the Northeast corner of Section 22, Town 3 North, Range 11 East, Oakland County, Michigan; thence along the East line of Section 22, South 00 degrees 59 minutes 59 seconds West, 715.00 feet; thence North 89 degrees 05 minutes 58 seconds West, 75.00 feet for a point of beginning; thence along a line 75.00 feet West of and parallel with the East line of Section 22, South 00 degrees 59 minutes 59 seconds West, 995.40 feet; thence North 89 degrees 24 minutes 15 seconds West, 1305.00 feet; thence North 00 degrees 59 minutes 54 seconds East, 907.34 feet; thence South 89 degrees 05 minutes 58 seconds East, 334.99 feet; thence North 00 degrees 59 minutes 59 seconds East 95.00 feet; thence South 89 degrees 05 minutes 58 seconds East, 970.00 feet to the point of beginning.

EXHIBIT B

DEPICTION OF THE PROPOSED SUBDIVISION

(A COPY FOLLOWS THIS PAGE)

CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREON DESCRIBED PARCEL(S) OF LAND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS IS NOTED AND WITHIN THE ACCEPTED LIMITS; AND THAT I HAVE FULLY COMPLIED WITH THE REGULATIONS OF ACT 132, P.A. 1970 AS AMENDED. RATIO OF CLOSURE: 1 IN 10,000

ORIGINAL PARCEL DESCRIPTION:

Land in the City of Rochester Hills, Oakland County, MI, described as follows:

Part of Northeast 1/4 of Section 22, City of Rochester Hills: Commencing on the Northeast corner of Section 22, Town 3 North, Range 11 East, Oakland County, Michigan; thence along the East line of Section 22, South 00 degrees 59 minutes 59 seconds West, 715.00 feet; thence North 89 degrees 05 minutes 58 seconds West, 75.00 feet for a point of beginning; thence along a line 75.00 feet West of and parallel with the East line of Section 22, South 00 degrees 59 minutes 59 seconds West, 995.40 feet; thence North 89 degrees 24 minutes 15 seconds West, 1305.00 feet; thence North 00 degrees 59 minutes 54 seconds East, 907.34 feet; thence South 89 degrees 05 minutes 58 seconds East, 334.99 feet; thence North 00 degrees 59 minutes 59 seconds East 95.00 feet; thence South 89 degrees 05 minutes 58 seconds East, 970.00 feet to the point of beginning.

PROPOSED PARCEL A DESCRIPTION:

Situated in the City of Rochester Hills, Oakland County, State of Michigan, being part of the Northeast 1/4 of Section 22, Town 3 North, Range 11 East, described as follows:

Commencing at the at the Northeast corner of Section 22;
Thence, along the East line of Section 22, S 00°59'59" W, a distance of 715.00 feet;
Thence, N 89°05'58" W, a distance of 75.00 feet to the Place of Beginning;
Thence, S 00°59'59" W, a distance of 995.40 feet to the intersection of the West line of Rochester Road and the North line of Meadowfield Drive;
Thence, N 89°24'15" W, a distance of 506.02 feet;
Thence, N 01°57'13" E, a distance of 192.98 feet;
Thence, S 82°41'48" W, a distance of 190.31 feet;
Thence, S 01°22'17" W, a distance of 166.79 feet;
Thence, N 89°24'15" W, a distance of 612.79 feet;
Thence, N 00°59'54" E, a distance of 907.34 feet;
Thence, S 89°05'58" E, a distance of 335.00 feet;
Thence, N 00°59'59" E, a distance of 95.00 feet;
Thence, S 89°05'58" E, a distance of 970.00 feet;
to the Place of Beginning and containing 28.422 acre (1,238,032 sq.ft.) of land.

PROPOSED PARCEL B DESCRIPTION:

Situated in the City of Rochester Hills, Oakland County, State of Michigan, being part of the Northeast 1/4 of Section 22, Town 3 North, Range 11 East, described as follows:

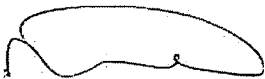
Commencing at the at the Northeast corner of Section 22;
Thence, along the East line of Section 22, S 00°59'59" W, a distance of 715.00 feet;
Thence, N 89°05'58" W, a distance of 75.00 feet;
Thence, S 00°59'59" W, a distance of 995.40 feet to the intersection of the West line of Rochester Road and the North line of Meadowfield Drive;
Thence, N 89°24'15" W, a distance of 506.02 feet to the Point of Beginning;
Thence, N 89°24'15" W, a distance of 186.19 feet;
Thence, N 01°22'17" E, a distance of 166.79 feet;
Thence, N 82°41'48" E, a distance of 190.31 feet;
Thence, S 01°57'13" W, a distance of 192.98 feet to the Place of Beginning and containing 0.772 acre (33,649 sq.ft.) of land.

TOTAL LAND AREA:

Proposed Parcel B
33,649 Square Feet
0.772 Acres

Proposed Parcel A
1,238,032 Square Feet
28.422 Acres



By: 
Jeffery P. Hollingsworth, PS
Michigan Professional Surveyor No. 4001049353

Sheet No. **1** of **3**

CERTIFIED SURVEY
1310 S Rochester Road
City of Rochester Hills
County of Oakland
State of Michigan

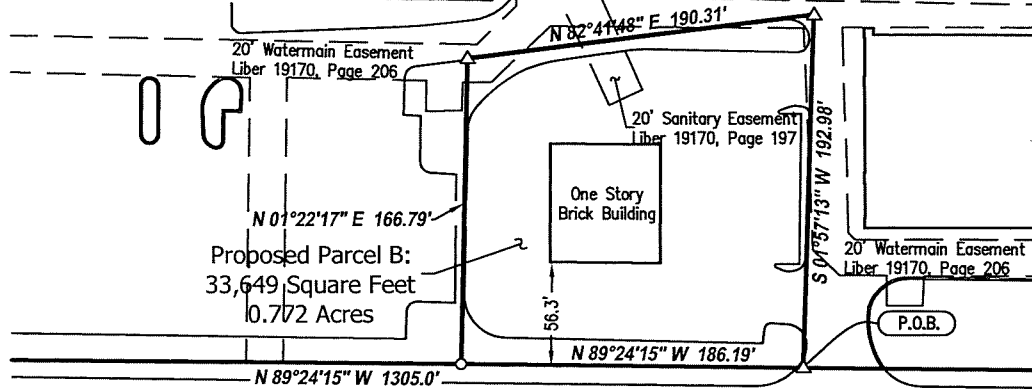
Millman Surveying, Inc.
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
www.millmanland.com

MSI 47946
01/05/2021
millman
National Land Services

VESTED IN:
 RLV Winchester Center, LP,
 a Delaware limited partnership
 Liber 35183, Page 522
 APN: 15-22-226-019

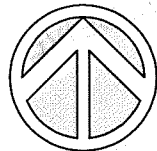
Proposed Parcel A:
 1,238,032 Square Feet
 28.422 Acres

Proposed Parcel B:
 33,649 Square Feet
 0.772 Acres



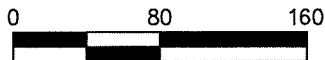
Meadowfield Drive

60' Public Right-of-Way - Concrete Pavement -



NORTH

GRAPHIC SCALE



1 INCH = 80 FT.

SYMBOL LEGEND

- R/W - Right-of-Way
- C/L - Centerline
- P.O.B. - Place/Point of Beginning
- P.O.C. - Place/Point of Commencement
- - Monumentation Found as Noted
- - 5/8" Iron Pin w/Cap Set Stamped "PS 49353"
- △ - MAG Nail or PK Nail Set

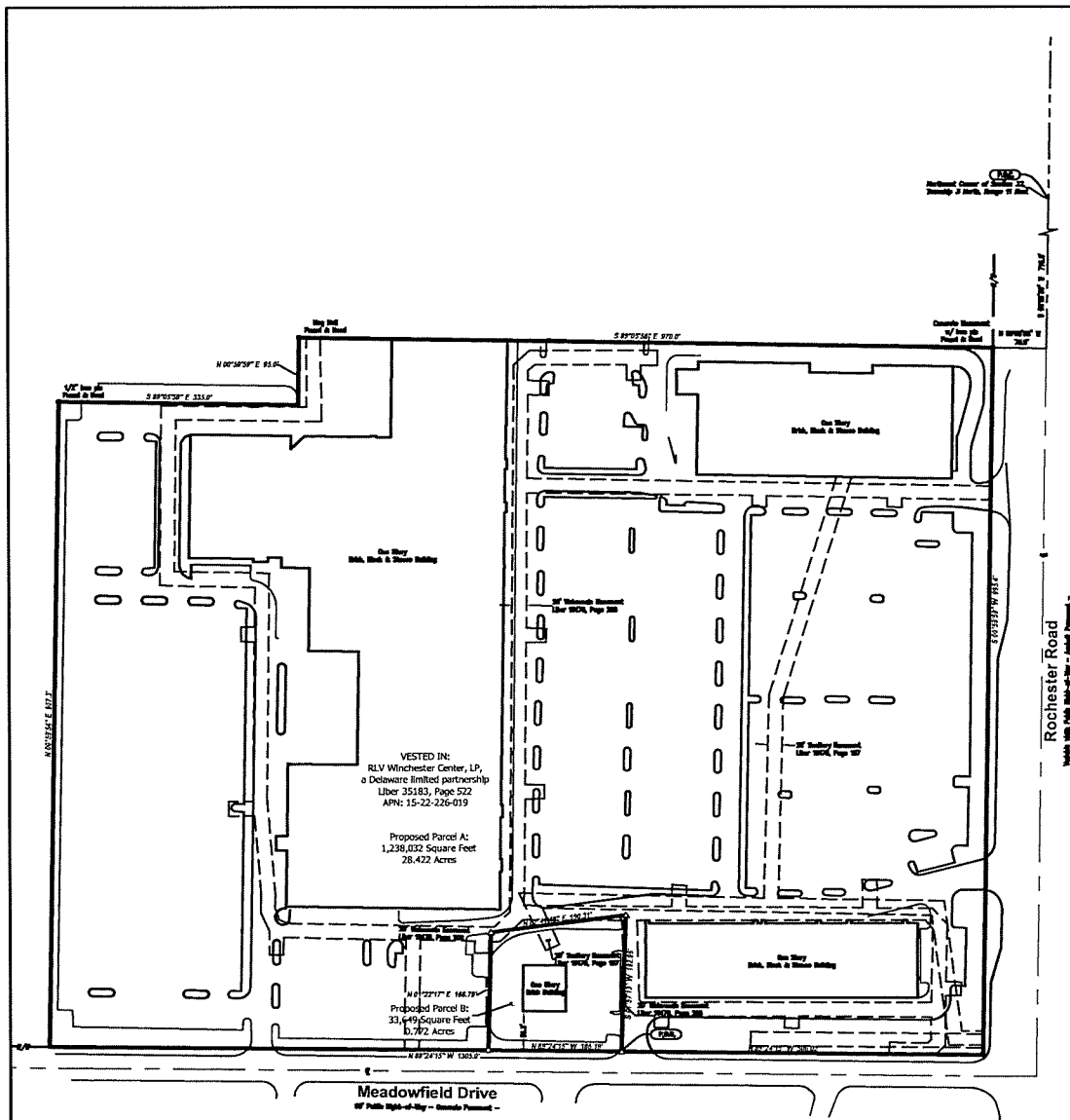
Sheet No. **2** of **3**

CERTIFIED SURVEY
 1310 S Rochester Road
 City of Rochester Hills
 County of Oakland
 State of Michigan

Millman Surveying, Inc.
 4111 Bradley Circle NW
 Canton, OH 44718
 Phone: 800-520-1010
 www.millmanland.com

MSI 47946
 01/05/2021

millman
 National Land Services



FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X-Unshaded (Areas determined to be outside the 0.2% annual chance floodplain) according to the Flood Insurance Rate Map for the County of Oakland, State of Michigan, Community Panel No. 26125C0392F, Effective Date September 29, 2006.

BASIS OF BEARING:

The basis for all bearings shown hereon is the North line of the subject property, known as being S 89°05'58" E, per Liber 35183, Page 522 of the Oakland County Records.



NORTH

GRAPHIC SCALE



1 INCH = 200 FT.

Sheet No. **3** of **3**

CERTIFIED SURVEY
1310 S Rochester Road
City of Rochester Hills
County of Oakland
State of Michigan

Millman Surveying, Inc.
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
www.millmanland.com

MSI 47946
01/05/2021



EXHIBIT C

LEGAL DESCRIPTION OF PROPOSED PARCEL B

Situated in the City of Rochester Hills, Oakland County, State of Michigan, being part of the Northeast ¼ of Section 22, Town 3 North, Range 11 East, described as follows:

Commencing at the at the Northeast corner of Section 22;
Thence, along the East line of Section 22, S 00°59'59" W, a distance of 715.00 feet;
Thence, N 89°05'58" W, a distance of 75.00 feet;
Thence, S 00°59'59" W, a distance of 995.40 feet to the intersection of the West line of Rochester Road and the North line of Meadowfield Drive;
Thence, N 89°24'15" W, a distance of 506.02 feet to the Point of Beginning;
Thence, N 89°24'15" W, a distance of 186.19 feet;
Thence, N 01°22'17" E, a distance of 166.79 feet;
Thence, N 82°41'48" E, a distance of 190.31 feet;
Thence, S 01°57'13" W, a distance of 192.98 feet to the Place of Beginning and containing 0.772 acre (33,649 sq.ft.) of land.

EXHIBIT D

LEGAL DESCRIPTION OF THE REMAINDER PARCEL

Situated in the City of Rochester Hills, Oakland County, State of Michigan, being part of the Northeast ¼ of Section 22, Town 3 North, Range 11 East, described as follows:

Commencing at the at the Northeast corner of Section 22;
Thence, along the East line of Section 22, S 00°59'59" W, a distance of 715.00 feet;
Thence, N 89°05'58" W, a distance of 75.00 feet to the Place of Beginning;
Thence, S 00°59'59" W, a distance of 995.40 feet to the intersection of the West line of Rochester Road and the North line of Meadowfield Drive;
Thence, N 89°24'15" W, a distance of 506.02 feet;
Thence, N 01°57'13" E, a distance of 192.98 feet;
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Thence, N 89°24'15" W, a distance of 612.79 feet;
Thence, N 00°59'54" E, a distance of 907.34 feet;
Thence, S 89°05'58" E, a distance of 335.00 feet;
Thence, N 00°59'59" E, a distance of 95.00 feet;
Thence, S 89°05'58" E, a distance of 970.00 feet;
to the Place of Beginning and containing 28.422 acre (1,238,032 sq.ft.) of land.