

## AGREEMENT FOR MAINTENANCE OF STORM WATER DETENTION SYSTEM

This agreement is made on October 30, 2019, by F&S Property Management, LLC a Michigan limited liability company (Developer), whose address is 1286 Putnam Circle, Rochester, MI 48307; and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

### RECITALS:

WHEREAS, Developer owns and occupies 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 system (the "System") comprised of storm sewer pipe and catch basins 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, use and maintenance of the System and enter into this agreement to provide for the same.

THEREFORE, the parties agree:

1. **Use of the System:** Components of the System, including any and all storm sewer pipe and catch basins shall be used solely for the purpose of conveying 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 and surface drainage; and (ii) An adequate alternative for conveying 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) Removing accumulated sediment, trash and debris from the detention system and at inlet pipes; (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, end-sections and safety features; (iv) Controlling the effects of erosion; (v) Inspection and cleaning of the water quality treatment device; (vi) Inspection of the inlet and outlet pipes for structural integrity; (vii) Inspection and replacement of riprap at outlet pipes (if applicable); (viii) Inspection and cleaning of the storm sewer and catch basins upstream from the detention system; (ix) Inspection and replacement of stone around the outlet pipe; and (vi) Any other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System.
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%) administration fee. If not timely paid, the City may place the charges on the City's tax roll, with 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 F&S PROPERTY MANAGEMENT LLC

1286 Putnam Circle  
Rochester, MI 48307

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 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.

F&S Property Management, LLC

By: 

Print or type name: Frank Marciniak

Title: Managing Member

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor


By: Tina Barton, City Clerk

STATE OF MICHIGAN  
COUNTY OF MACOMB

This agreement was acknowledged before me on OCTOBER 30, 2019,

by Frank Marciniak, who is the Managing Member of F&S Property Management, LLC a  
Michigan Limited Liability Company on behalf of the Company.



, notary public  
ST. CLAIR County, Michigan  
My commission expires: JUNE 10, 2024

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,

by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:  
Lisa Elston – CMA Design Services  
P.O. Box 183392  
Shelby Twp., MI 48318

\_\_\_\_\_  
notary public  
\_\_\_\_\_  
County, Michigan  
My commission expires:

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

John Staraw  
Approved 12/5/19

PROPERTY DESCRIPTION FOR 15-27-477-020

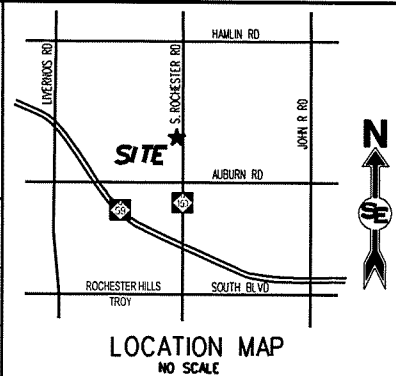
Part of the Southeast  $\frac{1}{4}$  of Section 27, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan. Being more particularly described as Beginning at a point North  $00^{\circ}00'00''$  East 1783.43 feet from of the Southeast Corner of said Section 27; thence proceeding North  $89^{\circ}58'20''$  West 661.26 feet to a point; thence North  $00^{\circ}11'10''$  East 60 feet to a point; thence South  $89^{\circ}58'20''$  East 661.06 feet to a point; thence South  $00^{\circ}00'00''$  West 60 feet to the Point of Beginning.

NOTE: This survey was done without benefit of a Title Policy, therefore, all easements of record and other factors relevant to title may not be shown.

Jenny M.  
Approved 11/25/19



*Exhibit B*  
**SHARPE ENGINEERING, INC.**  
 101 N. Washington St. • Oxford, Michigan 48371  
 248.877.2102 • jim@sharpe-engineering.com



Client KLM BIKE & FITNESS  
 Address 2680 ROCHESTER RD, ROCHESTER HILLS, MI 48307

Date 11/01/19  
 Job # 024.09.02

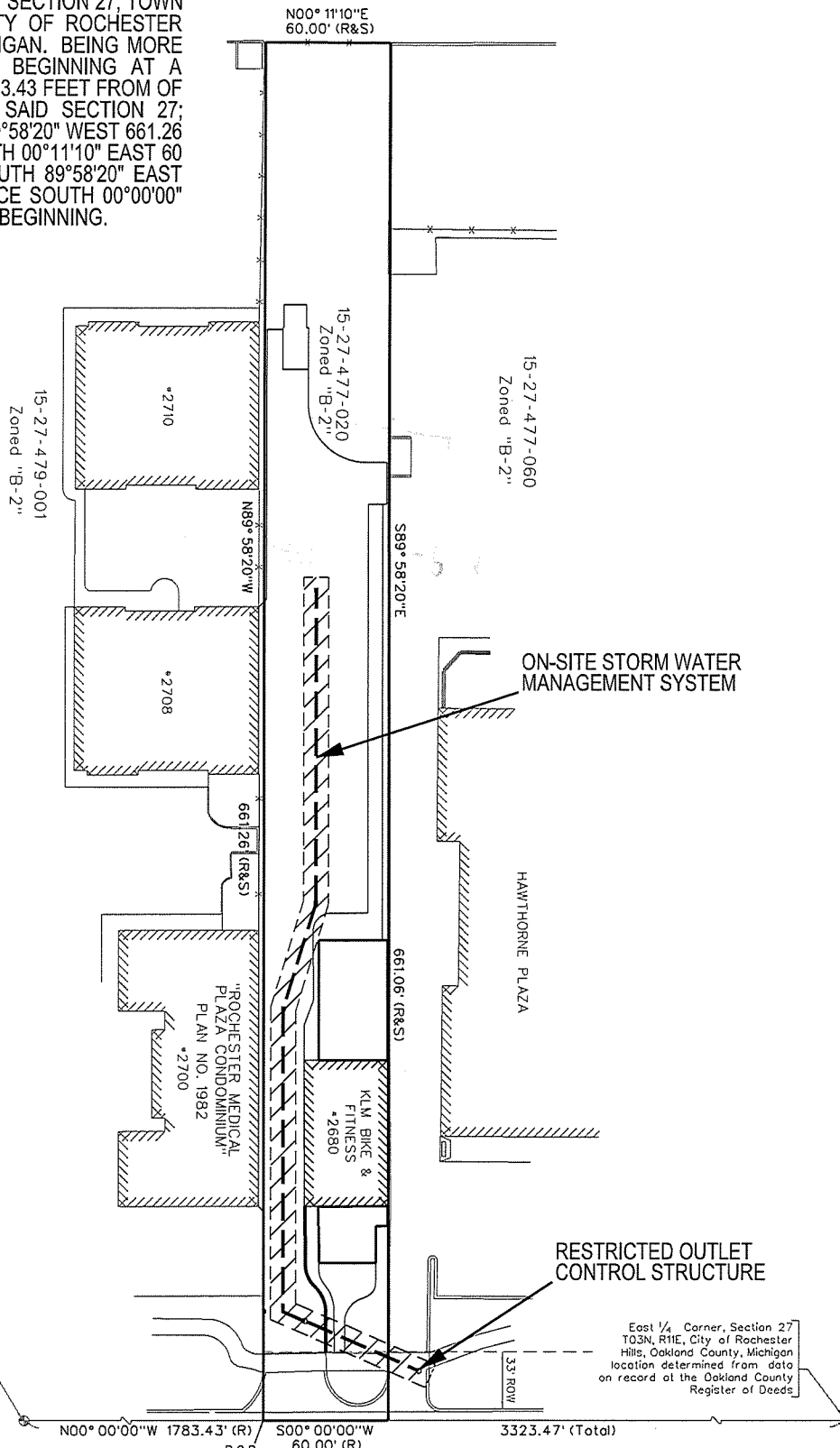
EXHIBIT B

# STORM WATER MANAGEMENT LIMITS

PROPERTY DESCRIPTION:

PARCEL: 15-27-477-020

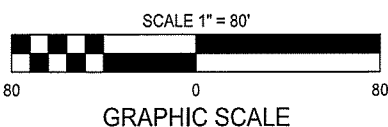
PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT NORTH 00°00'00" EAST 1783.43 FEET FROM OF THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE PROCEEDING NORTH 89°58'20" WEST 661.26 FEET TO A POINT; THENCE NORTH 00°11'10" EAST 60 FEET TO A POINT; THENCE SOUTH 89°58'20" EAST 661.06 FEET TO A POINT; THENCE SOUTH 00°00'00" WEST 60 FEET TO THE POINT OF BEGINNING.



Southeast Corner, Section 27 T03N, R11E, City of Rochester Hills, Oakland County, Michigan location determined from data supplied by Giffels-Webster Engineers, Inc.

East 1/4 Corner, Section 27 T03N, R11E, City of Rochester Hills, Oakland County, Michigan location determined from data on record at the Oakland County Register of Deeds

*JK ARS*  
*11/6/19*



LIMITS OF KLM BIKE & FITNESS STORM WATER SYSTEM MAINTENANCE RESPONSIBILITY

CITY FILE # 16-023

EXHIBIT "C"

STORM WATER MANAGEMENT SYSTEM - PERMANENT MAINTENANCE

DATE/TIME OF INSPECTION:

INSPECTOR:

STORMWATER MANAGEMENT SYSTEM  
MAINTENANCE TASKS AND SCHEDULE

POST CONSTRUCTION

MAINTENANCE ACTIVITIES MONITORING/INSPECTION	SYSTEM COMPONENTS			Frequency	Comments
	Catch basins	Storm Sewer			
Inspect for Sediment Accumulation	x	x		Annually	
Inspect for Floatables, dead vegetation and debris	x	x		Annually	
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	
Inspect for invasive plant species				Annually	
PREVENTATIVE MAINTENANCE					
Remove accumulated sediment	x	x		Annually or as Needed	
Remove floatables, dead vegetation and debris	x	x		Annually or as Needed	
Professional application of herbicide for invasive species that may be present				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:

STORM WATER SYSTEM INSPECTION CHECKLIST F&S PROPERTY MANAGEMENT LLC 1286 PUTNAM CIRCLE ROCHESTER, MI 48307	SCALE: N/A	CMA DESIGN SERVICES  P.O. BOX 183392 SHELBY TWP., MI 48318 586-726-1043
	DATE: 10-14-2019	

OK ARS  
10/18/19