

AGREEMENT FOR MAINTENANCE OF
STORM WATER DETENTION SYSTEM

This agreement is made on August 2, 2005, by Rochester Community Schools, whose address is 501 W. University Dr., Rochester, MI 48307, and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Rochester Community Schools owns and occupies the property described in attached Exhibit A; and

WHEREAS, Rochester Comm. School has 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 Rochester Comm. Schools, or their 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. Rochester Comm. Schools shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the detention basin.

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 Rochester Comm. Schools or their successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Rochester Comm. Schools or their 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 (1) year, the City shall hold, and provide advance written notice of, a further hearing at which Rochester Comm. Schools or their 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 Rochester Community Schools

Rochester Community Schools

501 W. University Drive

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 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 WHEREOF, the parties have executed this agreement on the date set forth above.

ROCHESTER COMMUNITY SCHOOLS

By: Deb Walter
Deb Walter

Its: Director of Facility Operations

CITY OF ROCHESTER HILLS

By: _____
Pat Somerville, Mayor

By: _____
Jane Leslie, Clerk

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on August 2, 2005, by Deb Walter of _____ on behalf of the Rochester Community Schools

DIANE E. STUART
NOTARY PUBLIC, OAKLAND COUNTY, MI
COMMISSION EXPIRES 5/12/2006

Diane E. Stuart, notary public
Oakland County, Michigan
My commission expires: 5-12-2006
Acting in Oakland County

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, by Pat Somerville, Mayor, and Jane Leslie Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted by:

Kelly Cox
Rochester Community Schools
501 W. University Drive
Rochester, MI 48307

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

When Recorded Return to:
Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

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APPROVED AS TO FORM

J. Staron 9/19/05

ROCHESTER HILLS COUNSEL

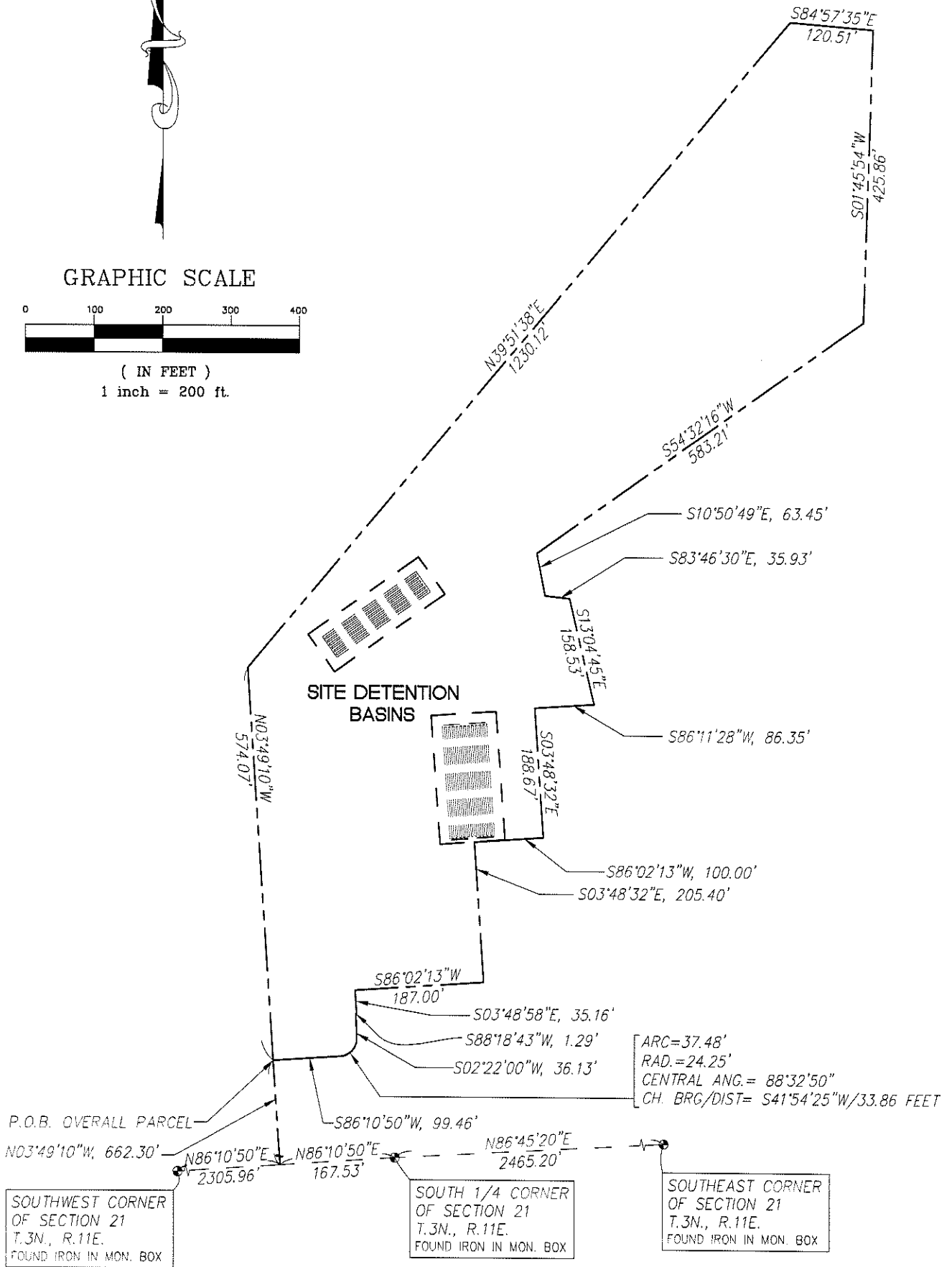
EXHIBIT B



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



DETENTION BASINS



SPALDING DeDECKER ASSOCIATES, INC.
ENGINEERS SURVEYORS

905 SOUTH BLVD. EAST
ROCHESTER HILLS, MI 48307
PH: (248) 844-5400 FAX: (248) 844-5404
www.spaldingdedecker.com

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|--|------------------|
| DRAWN: M. KASIM | DATE: 07-27-05 |
| CHECKED: E. HAJ-HAMAD | DATE: 07-27-05 |
| MANAGER: T.SOVEL | SCALE: 1" = 200' |
| JOB No. DV04-040 | SHEET: 2 OF 2 |
| SECTION 21 TOWN 3 NORTH RANGE 11 EAST | |
| CITY OF ROCHESTER HILLS OAKLAND COUNTY, MI | |

Revised
06-27-07
by TAWNT
07-06-07

EXHIBIT A

LEGAL DESCRIPTION OF OVERALL PARCEL

SIDWELL NO. (15-21-476-053)

FURNISHED LEGAL DESCRIPTION

BY MH CONSULTING SERVICES

DATED: 6-23-00

ALL THAT PART OF THE S. 1/2 OF SECTION 21, T.3N, R.11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT, N86°10'50"E 2305.96 FEET ALONG THE SOUTHERLY LINE OF SAID SECTION 21, AND N03°49'10"W 662.30 FEET FROM THE SOUTH WEST CORNER OF SAID SECTION 21; THENCE CONTINUING N03°49'10"W 574.07 FEET; THENCE ALONG THE SOUTHEASTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT OF WAY, N39°51'38"E 1230.12 FEET; THENCE ALONG THE EXTENSION WESTERLY OF THE NORTHERLY LINE OF "ROCHESTER INDUSTRIAL PARK SUB'N.", AS RECORDED IN LIBER 178 OF PLATS, PAGES 11 AND 12, OAKLAND COUNTY RECORDS, S84°57'35"E. 120.51 FEET; THENCE ALONG A WESTERLY LINE OF SAID SUB'N, S01°45'54"W 425.86 FEET; THENCE S54°32'16"W 583.21 FEET TO THE CENTERLINE OF AN OPEN DRAINAGE DITCH, THENCE ALONG THE CENTERLINE OF SAID DITCH S10°50'49"E 63.45 FEET, AND S83°46'30"E 35.93 FEET, AND S13°04'45"E 158.53 FEET, (RECORDED AS S13°04'39"E), TO A POINT ON THE NORTH LINE OF LOT 21 OF SAID "ROCHESTER INDUSTRIAL PARK SUB'N." THENCE ALONG SAID SUBDIVISION S86°11'28"W 86.35 FEET, THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION, S03°48'32"E 188.67 FEET; THENCE S86°02'13"W 100.00 FEET; THENCE S03°48'32"E 205.40 FEET; THENCE S86°02'13"W 187.00 FEET; THENCE ALONG THE EDGE OF AN EXISTING PARKING AREA S03°48'58"E 35.16 FEET; AND S88°18'43"W 1.29 FEET, AND S02°22'00"E 36.13 FEET AND 37.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 24.25 FEET, A CENTRAL ANGLE OF 88°32'50" AND A CHORD WHICH BEARS S41°54'25"W. 33.86 FEET; THENCE ALONG THE NORTH EDGE OF AN EXISTING DRIVEWAY AND ITS EXTENSION WESTERLY, S86°10'50"W 99.46 FEET TO THE POINT OF BEGINNING. CONTAINING 508,900 SQUARE FEET OR 11.68273 ACRES OF LAND. SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, RESTRICTIONS OR RIGHTS OF RECORD.



**SPALDING DeDECKER
ASSOCIATES, INC.**

ENGINEERS SURVEYORS

905 SOUTH BLVD. EAST
ROCHESTER HILLS, MI 48307

PH: (248) 844-5400 FAX: (248) 844-5404

www.spaldingdedecker.com

DRAWN: M.KASIM

DATE: 07-27-05

CHECKED: E. HAJ-HAMAD

DATE: 07-27-05

MANAGER: T.SOVEL

SCALE: NONE

JOB No. DV04-040

SHEET: 1 OF 2

SECTION 21 TOWN 3 NORTH RANGE 11 EAST

CITY OF ROCHESTER HILLS

OAKLAND COUNTY, MI