

**AGREEMENT FOR MAINTENANCE OF
GRIT SEPARATOR**

This agreement is made October 13, 2004, by American Land, Inc... A Michigan Corporation, whose

address is 30555 Hoover Road, Warren, Michigan;

And the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, American Land, Inc. owns and occupies the property described in Attached Exhibit A; and

WHEREAS, American Land, Inc. has proposed, and the City has required as a condition of the issuance of permits, a grit separator (the separator), which includes a separator tank, for the property as described and depicted in the approved engineering drawings; and

WHEREAS, the parties will benefit from the proper use and maintenance of the Separator and desire to enter into this agreement to provide for the same.

THEREFORE, the parties agree:

The intent of this agreement is to insure that the operator of the car wash maintains a device that is effective in capturing the floatable and solids to prevent discharge into the Rochester Hills sewer system. Incorporation of the grit chamber is intended to offset the potential increase in maintenance cleaning of the downstream City sewer from the carwash operation. Rochester Hills shall be permitted to enter the site for the purpose of checking whether the accumulated grit exceeds a reasonable depth. Site entry and inspection will be scheduled to minimize any interference with the daily business operations.

1. **Use of the Separator:** Components of the Separator, including the separator tank, shall be used solely for the purpose of separating and holding grit on the property.

2. **Maintenance:**

A. American Land, Inc., or its successors, grantees or assigns shall be responsible for the proper maintenance, repair and replacement of the Separator and any part thereof, including the separator tank.

B. Proper maintenance of the Separator shall include, but is not limited to: (i) Regular inspections of the grit levels in the separator (ii) Regular removal of the grit by a qualified contractor or removal company. (iii) Regular inspection of the structural integrity of the separator tank.

*OK'd per John Skon
10-19-04*

3. **Action by City:** In the event American Land, Inc. or Its Successors, grantees, or assigns, neglects or fails at any time to properly maintain the Separator or any part thereof, the City Engineer may notify American Land, Inc. or its 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 five (5) working days. American Land, Inc. or its Successors, grantees, or assigns may appeal The City Engineer's decision to the Mayor.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake and enter onto the property to make the necessary corrections, and may maintain the Separator for a period not to exceed one (1) year. Such maintenance of the Separator 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 separator by the City should continue beyond one year, the City shall hold, and provide advance written notice of, a further hearing at which American Land, Inc. or Its successors, grantees or assigns, will not or cannot properly maintain the Separator, the City may continue to maintain the Separator 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 Separator 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 American Land, Inc. _____:

American Land, Inc.
2955 John R
Rochester Hills, MI 48329

To the City:

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

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

notary public

County, Michigan
My commission expires:

Drafted by:
American Land, Inc.
30555 Hoover
Warren, MI 48093

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

EXHIBIT A
LEGAL DESCRIPTION

Part of the Southwest $\frac{1}{4}$ of Section 25 Town 3 North, Range 11 East, more particularly described as follows: Commencing at the Southwest corner of said Section 25; thence along the West line of Section 25 and the centerline of John R Road (33 foot wide $\frac{1}{2}$ Right of Way), North 00 degrees 13 minutes 55 seconds West, 220.00 feet to the point of beginning of the Parcel to be described: thence continuing along the West line of said John R Road, North 00 degrees 13 minutes 55 seconds West, 110.00 feet; thence North 89 degrees 08 minutes 45 seconds East, 250.00 feet; thence South 00 degrees 13 minutes 55 seconds East, 110.00 feet; thence South 89 degrees 08 minutes 45 seconds West, 250.00 feet to the point of beginning.

Bearings were established from the Plat of "AVON MANOR ESTATES SUB'N," as recorded in Liber 90 of Plats on Page 24 of the Oakland County Records.

Approved

*PR Mike Tavant
Rock Hill Eng Dist.
7-27-04*