

**AGREEMENT FOR MAINTENANCE OF
STORM WATER DETENTION SYSTEM**

This agreement is made on November 23, 2004, by Singh IV Limited Partnership, a Michigan limited partnership, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS:

WHEREAS: Singh IV Limited Partnership owns and occupies the property described in the attached Exhibit "A"; and

WHEREAS: Singh IV Limited Partnership has proposed, and the City has approved a storm water drainage and detention system (the system), which includes underground detention and storm sewer pipe, for the property as described in Exhibit A and depicted in the recorded plat; 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 underground detention, 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 Singh IV Limited Partnership, or its successors, grantees or assigns, in writing that it is no longer necessary to use the underground 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. Singh IV Limited Partnership shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the underground detention basin and storm sewer.

B. Proper maintenance of the System shall include, but not limited to: (i) keeping the detention basin free from silt and debris; (ii) controlling the effects of erosion; and (iii) 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 Singh IV Limited Partnership or its successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Singh IV Limited Partnership 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

*OK'd by John
Starn
8-19-07*

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 correct 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 year, the City shall hold, and provide advance written notice of, a further hearing at which Singh IV Limited Partnership or its 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 the 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:

Singh IV Limited Partnership
7125 Orchard Lake Road, Suite 200
West Bloomfield, Michigan 48322

City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 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.

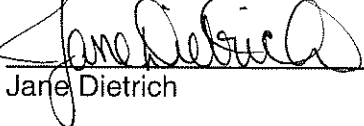
7. **Recording of Agreement:** This agreement shall be recorded at the Oakland County Register of Deeds.

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

WITNESSES:



David Zaitchik

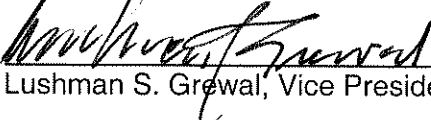


Jane Dietrich

By: Singh IV Limited Partnership
A Michigan limited partnership

By: Singh General Corp.
A Michigan Corporation

Its: General Partner

By: 

Lushman S. Grewal, Vice President

CITY OF ROCHESTER HILLS

Name:

By: _____
Pat Sommerville, Mayor

Name:

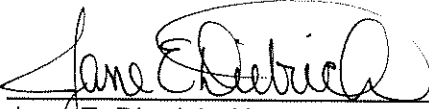
Name:

By: _____
Beverly A. Jasinski, Clerk

Name:

STATE OF MICHIGAN
COUNTY OF OAKLAND:

This agreement was acknowledged before me on November 23, 2004, by Lushman S. Grewal, Vice President of Singh General Corp., the General Partner of Singh IV Limited Partnership, on behalf of the Limited Partnership.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My commission expires: 06-08-2005

STATE OF MICHIGAN
COUNTY OF _____:

This agreement was acknowledged before me on _____ 2004, by Pat Sommerville, 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:
David Zaitchik
Singh Development L.L.C.
7125 Orchard Lake Road, Suite 200
West Bloomfield, Michigan 48322

When recorded, return to:
City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

**NORTH OAKS SUBDIVISION, Phase 3
Rochester Hills, Michigan**

Legal Description

A part of the Northeast 1/4 of Section 4, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, more particularly described as: Commencing at the Northeast corner of said Section 4; thence S. 89°08'11" E., 531.37 feet, along the Northerly line of "North Oaks - A Singh Development" as recorded in Liber 210, Page 30 of Plats, Oakland County Records, and the North line of said Section 4 (Dutton Road) to the Northeast corner of said subdivision, said point also being the point of beginning; thence continuing S. 89°08'11" E., 250.01 feet, along the North line of said Section 4 (Dutton Road) to the Northwest corner of "Paint Creek Hills No. 1" as recorded in Liber 58, Page 41 of Plats, Oakland County Records; thence S. 01°18'53" W., 1,288.79 feet along the Westerly line of said "Paint Creek Hills No. 1" to an Easterly corner of said "North Oaks - A Singh Development"; thence the following two courses along the Easterly line of said subdivision, (1) N. 88°41'07" W., 250.00 feet and (2) N. 01°18'53" E., 1286.82 feet, to the point of beginning and containing 7.391 acres. Subject to the rights of the public in Dutton Road. Also subject to any and all easements, restrictions or right-of-ways recorded or otherwise.

Property Tax I.D. No. 70-15-04-201-003

APPROVED DGSC
M. J. [Signature]
ROCHESTER HILLS
ENGINEERING DEPT.
01-13-09

NORTH OAKS #3

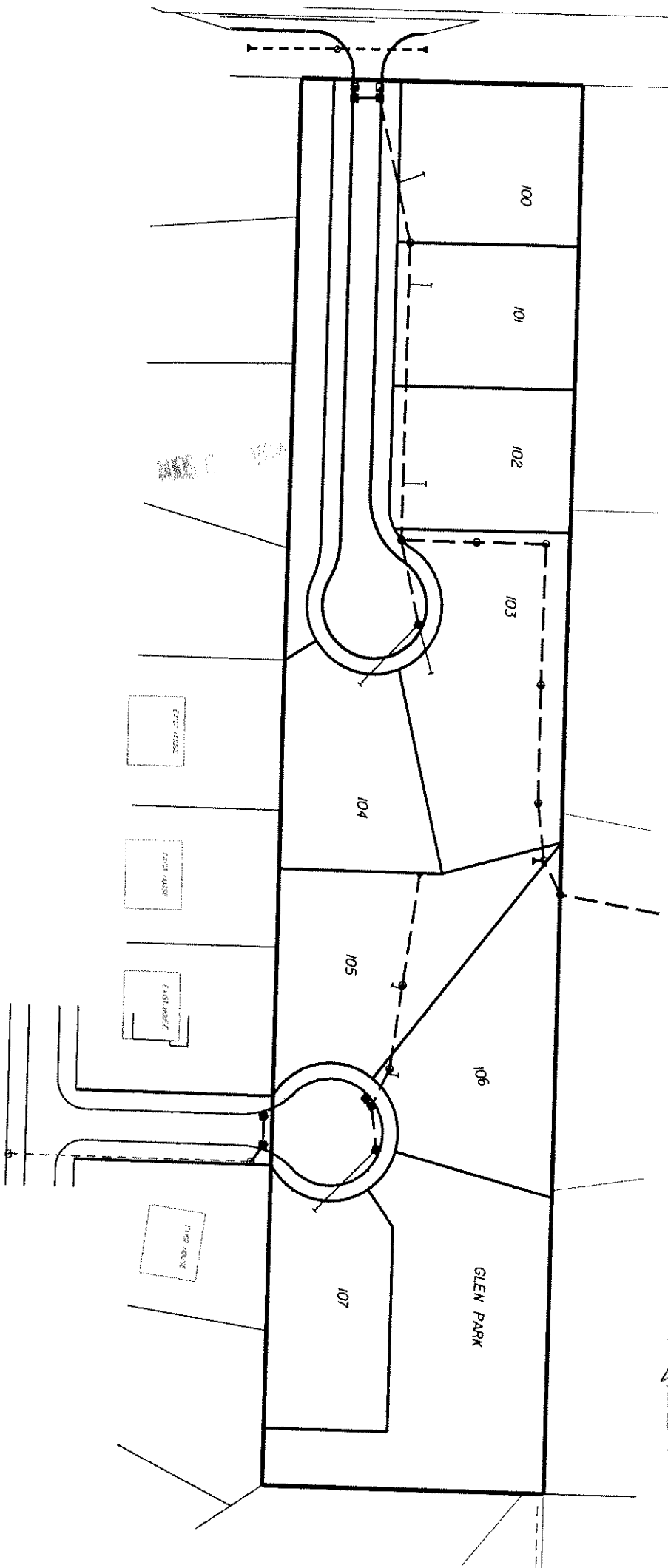


EXHIBIT B A 2 OF 2

APPROVED D66C

M. Tamm
 ROCHESTER HILLS
 ENGINEERING DEPT.
 01-13-05



Giffels-Webster Engineers, Inc.
 ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
 2871 BOND STREET, ROCHESTER HILLS, MI. 48309
 (248) 852-3100

DATE: 7/28/04	CHECKED BY	DATE	SCALE: NO SCALE
DRAWN: RS			SHEET: 1 OF 1
DESIGN: ML			JOB No: 11932.41
SECTION:			

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