

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

This agreement is made on September 15, 2004, _____, by Abiding Presence ^{Evangelical} Lutheran Church
_____, whose address is 1550 Walton Boulevard, Rochester Hills, MI 48307;
and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive,
Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Abiding Presence Lutheran Church owns and occupies the property described in
attached Exhibit A; and

WHEREAS, Abiding Presence Lutheran Church has applied, 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 'A'; 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 Abiding Presence Lutheran Church or its
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. Abiding Presence Lutheran Church 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.

APPROVED AS TO FORM

J. Staran 2/1/05

ROCHESTER HILLS COUNSEL

3. **Action by City:** In the event Abiding Presence Lutheran Church 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 Abiding Presence Lutheran Church 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 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 year, the City shall hold, and provide advance written notice of, a further hearing at which Abiding Presence Lutheran Church 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 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 Abiding Presence Lutheran Church

1550 Walton Boulevard

Rochester Hills, MI 48307

Jim Schock, Chairman of the Building Committee

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.

WITNESSES:

Abiding Presence Evangelical Lutheran Church

By: James C Schok
Jim Schok

Its: Chairman of the Building Committee

CITY OF ROCHESTER HILLS

Name: _____

By: _____
Pat Somerville, Mayor

Name: _____

By: _____
Beverly A. Jasinski, Clerk

Name: _____

Name: _____

STATE OF MICHIGAN
COUNTY OF Wayne

This agreement was acknowledged before me on September 15, 2004 by James C. Schok, Chairman of the Congregation, of Abiding Presence Lutheran Church on behalf of the Corporation.

Cynthia K. Tufey
Wayne County, Michigan
My commission expires: 10-Nov-10

STATE OF MICHIGAN
COUNTY OF OAKLAND

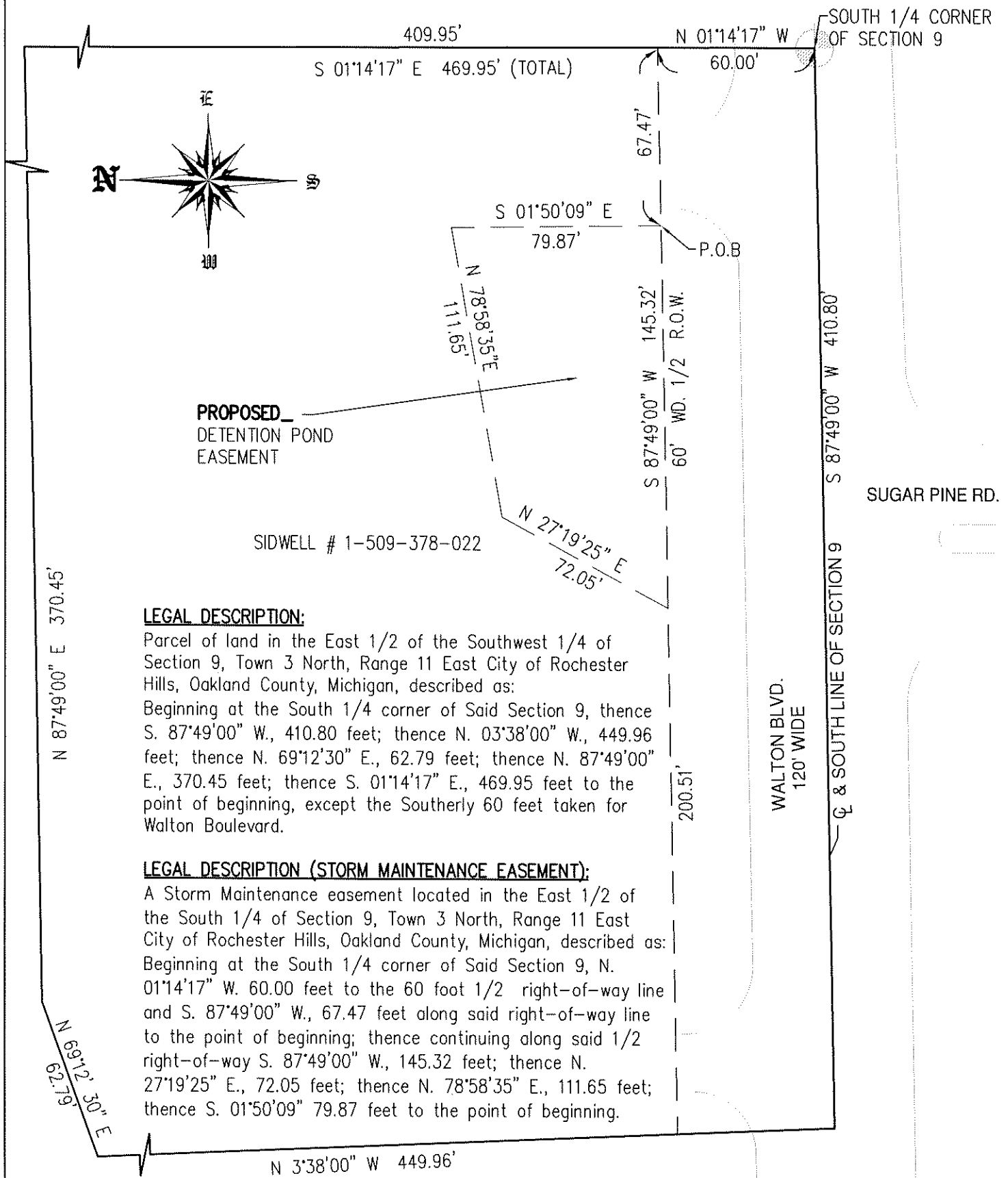
This agreement was acknowledged before me on _____, _____, by Pat Somerville, Mayor, and Beverly A. Jasinski, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:
Mickalich & Associates, Inc.
2359 Avon Industrial Drive
Rochester Hills, MI 48309

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

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

STORM MAINTENANCE EASEMENT



PROPOSED
DETENTION POND
EASEMENT

SIDWELL # 1-509-378-022

LEGAL DESCRIPTION:

Parcel of land in the East 1/2 of the Southwest 1/4 of Section 9, Town 3 North, Range 11 East City of Rochester Hills, Oakland County, Michigan, described as:
Beginning at the South 1/4 corner of Said Section 9, thence S. 87°49'00" W., 410.80 feet; thence N. 03°38'00" W., 449.96 feet; thence N. 69°12'30" E., 62.79 feet; thence N. 87°49'00" E., 370.45 feet; thence S. 01°14'17" E., 469.95 feet to the point of beginning, except the Southerly 60 feet taken for Walton Boulevard.

LEGAL DESCRIPTION (STORM MAINTENANCE EASEMENT):

A Storm Maintenance easement located in the East 1/2 of the South 1/4 of Section 9, Town 3 North, Range 11 East City of Rochester Hills, Oakland County, Michigan, described as:
Beginning at the South 1/4 corner of Said Section 9, N. 01°14'17" W. 60.00 feet to the 60 foot 1/2 right-of-way line and S. 87°49'00" W., 67.47 feet along said right-of-way line to the point of beginning; thence continuing along said 1/2 right-of-way S. 87°49'00" W., 145.32 feet; thence N. 27°19'25" E., 72.05 feet; thence N. 78°58'35" E., 111.65 feet; thence S. 01°50'09" 79.87 feet to the point of beginning.



APPROVED DESC
M. Hart
ROCHESTER HILLS
ENGINEERING DEPT.
12-03-2004

ISSUED FOR:	REVD BY:	ISSUED FOR:	REVD BY:
ISSUED FOR:	REVD BY:	ISSUED FOR:	REVD BY:
		MICKALICH and ASSOCIATES, INC. CIVIL ENGINEERING SURVEYING PLANNING 2359 AVON INDUSTRIAL DR, ROCHESTER HILLS, MI. 48309 INTERNET: WWW.MICKALICH.COM PHONE: (248) 852-1900 FAX: (248) 852-1070	
		DRAWN BY <u>HART</u> JOB No. <u>03317</u>	
		DATE <u>8-27-04</u> SHEET No. <u>1</u> SCALE <u>1"=50'</u>	
		DESCRIPTION STORM MAINTENANCE EASEMENT	

Legal Description:

Parcel of land in the East ½ of the Southwest ¼ of Section 9, Town 3 North, Range 11 East City of Rochester Hills, Oakland County, Michigan, described as:

Beginning at the South ¼ corner of Said Section 9, thence S. 87°49'00" W., 410.80 feet; thence N. 03°38'00" W., 449.96 feet; thence N. 69°12'30" E., 62.79 feet; thence N. 87°49'00" E., 370.45 feet; thence s. 01°14'17" E., 469.95 feet to the point of beginning, except the Southerly 60 feet taken for Walton Boulevard.

Exhibit 'A'