

**AGREEMENT FOR
STORM WATER MAINTENANCE**

This Agreement is made on this _____ day of May, 2009, by **GOOD WILL CO., INC.** ("Developer"), a Michigan corporation, whose address is 2929 Walker Avenue, NW, Grand Rapids, Michigan 49544; and the **CITY OF ROCHESTER HILLS** (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Developer owns and proposes to develop 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, the installation, operation and maintenance of a storm water sewer pipe and related appurtenances, including water treatment devices on the Property to connect to a private off-site regional storm water system (the "Meijer Storm Improvements"); and

WHEREAS, the parties will benefit from the proper operation, use and maintenance of the Meijer Storm Improvements, and enter into this agreement to provide for the same.

THEREFORE, the parties agree:

1. **Maintenance:**

Developer shall be responsible for the proper maintenance, repair and replacement of the Meijer Storm Improvements.

2. **Action by City:**

If, at any time, Developer or Developer's successors, grantees or assigns neglect or fail to properly maintain the Meijer Storm Improvements 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 Meijer Storm Improvements for up to one (1) year. Such maintenance of the Meijer Storm Improvements 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 Meijer Storm Improvements, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the Meijer Storm Improvements 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 Meijer Storm Improvements 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.

3. **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%) administrative fee. If not timely paid, the City may place 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.

4. **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 Developer:

Good Will Co., Inc.
2929 Walker Avenue, NW
Grand Rapids, Michigan 49544
Attention: Real Estate Department

With a copy to:

Good Will Co., Inc.
2929 Walker Avenue, NW
Grand Rapids, Michigan 49544
Attention: Legal Department

To the City:

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

5. **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.

6. **Recording of Agreement:**

This agreement shall be recorded at the Oakland County Register of Deeds.

GOOD WILL CO., INC.

Legal LVF
bus. [Signature]

By: [Signature]
Michael L. Kinstle
Its: Vice President-Real Estate

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Jane Leslie, Clerk

STATE OF MICHIGAN
COUNTY OF KENT

This agreement was acknowledged before me on May 11, 2009, by Michael L. Kinstle, the Vice President-Real Estate of Good Will Co., Inc., a Michigan corporation, for and on behalf of said corporation.

[Signature]
Notary Public
State of Michigan, County of Ottawa
My commission expires: 2-17-11
Acting in the County of Kent
LARA E. B. STEIGENGA
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires Feb. 17, 2011

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

Drafted By:

Notary public
State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____

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

MAIN STORE SITE LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN PART OF THE WEST 1/2 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

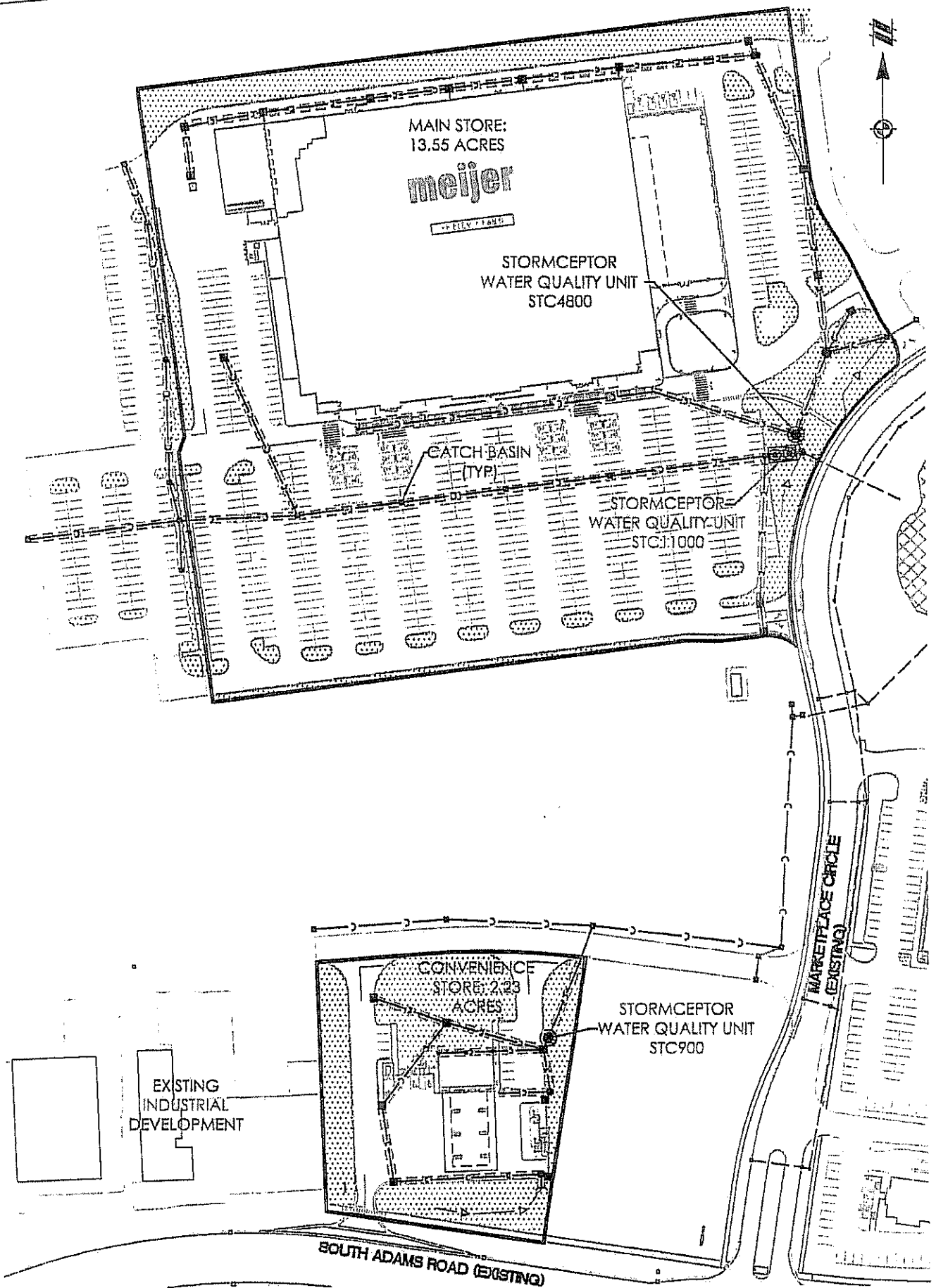
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 85°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 921.80 FEET TO THE POINT OF BEGINNING; THENCE N. 07°21'28" W. 237.49 FEET; THENCE N. 19°54'22" E. 21.42 FEET; THENCE N. 07°21'28" W. 427.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT-OF-WAY: 1) N. 82°38'32" E. 699.87 FEET AND 2) N. 83°38'00" E. 87.58 FEET; THENCE S. 07°21'28" E. 209.78 FEET; THENCE 57.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 132.00 FEET, CENTRAL ANGLE 24°58'42" AND A CHORD THAT BEARS S. 19°50'49" E. 57.09 FEET; THENCE S. 32°20'10" E. 46.59 FEET; THENCE S. 25°40'51" E. 86.28 FEET; THENCE S. 32°20'10" E. 26.21 FEET; THENCE 35.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 50.00 FEET, CENTRAL ANGLE 40°34'07" AND A CHORD THAT BEARS S. 12°03'07" E. 34.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY 384.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 348.00 FEET, CENTRAL ANGLE 63°16'28" AND A CHORD THAT BEARS S. 19°44'16" W. 365.08 FEET; THENCE 41.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 45.22 FEET, CENTRAL ANGLE 52°40'23" AND A CHORD THAT BEARS N. 71°01'17" W. 40.12 FEET; THENCE S. 82°38'32" W. 52.62 FEET; THENCE N. 89°21'01" W. 43.13 FEET; THENCE S. 82°38'29" W. 572.73 FEET; THENCE N. 07°21'28" W. 66.85 FEET TO THE POINT OF BEGINNING CONTAINING 13.55 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CONVENIENCE STORE SITE LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED); THENCE S. 85°49'02" W. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 TO A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SAID SECTION 30); THENCE PROCEEDING ALONG THE WEST PROPERTY CONTROLLING LINE (AS MONUMENTED), FORMERLY DESCRIBED AS THE WEST LINE OF SECTION 30, ALSO BEING THE CENTERLINE OF OLD ADAMS ROAD (VARIABLE WIDTH) S. 01°30'03" E. 380.18 FEET MEASURED (DUE SOUTH 380.00 FEET RECORD); THENCE N. 85°38'52" E. MEASURED (N. 87°46'00" E. RECORD) 945.60 FEET ALONG THE CENTERLINE OF A 60-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR A PRIVATE ROAD KNOWN AS INDUSTRIAL DRIVE; THENCE S. 02°02'36" E. 15.01 FEET TO THE POINT OF BEGINNING; THENCE N. 85°38'52" E. 128.81 FEET; THENCE 194.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 970.00 FEET, CENTRAL ANGLE 11°28'55" AND A CHORD THAT BEARS S. 88°36'41" E. 194.06 FEET; THENCE S. 08°30'03" W. 351.40 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ADAMS ROAD (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: 1) N. 81°29'57" W. 225.57 FEET AND 2) 36.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 880.00 FEET, CENTRAL ANGLE 02°23'57" AND A CHORD THAT BEARS N. 82°41'55" W. 36.85 FEET; THENCE N. 02°02'36" W. 304.63 FEET TO THE POINT OF BEGINNING CONTAINING 2.23 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CLIENT MEIJER STORES	JOB: 08003564	CAD AWS
	DR. AWS	CH. SP
	BOOK	DATE: 05-23-08
EXHIBIT A STORMWATER MAINTENANCE PROPERTY DESCRIPTIONS		
SECTION 30 TOWN 3 NORTH, RANGE 11 EAST ROCHESTER HILLS OAKLAND COUNTY		



CLIENT MEIJER STORES EXHIBIT B STORMWATER MAINTENANCE "SYSTEM" LAYOUT	JOB: 08003564	CAD: AWS
	DR: AWS	CH: SP
	BOOK:	DATE: 04-06-09
	SECTION 30 TOWN 3 NORTH, RANGE 11 EAST ROCHESTER HILLS OAKLAND COUNTY	
SCALE: 1 INCH = 150 FEET		

LEGEND

- MEIJER PROPERTY LINE
- ===== STORM SEWER MAINTAINED BY MEIJER
- STORM SEWER MAINTAINED BY OTHERS
- CATCH BASIN/MANHOLE
- ▶ VEGETATED SWALE
- ▨ LAWN AREA

EXHIBIT C
OPERATIONS AND MAINTENANCE MANUAL

Meijer Storm Improvements
STORM WATER MAINTENANCE AGREEMENT
ROCHESTER HILLS, MI

OWNER: Good Will Co., Inc.

2929 Walker Avenue, NW
Grand Rapids, Michigan 49544

Prepared by:

Atwell-Hicks
140 Monroe Center, 2nd Floor
Grand Rapids, MI
Phone 616.242.2000
Fax 616.242.2001

April 28, 2009

Operations and Maintenance Manual

Meijer

Rochester Hills, Michigan

This manual establishes the procedures for maintenance and operation of the storm water facilities including the storm sewer pipe and structures, vegetated swales and storm water treatment structures. In order to maintain compliance of this Best Management Practice (BMP) with local regulations, this manual should serve as a minimum performance standard. This manual should be retained intact and reviewed in its entirety by all parties responsible for the maintenance of the BMP.

I. Owner

Good Will Co., Inc.
2929 Walker Avenue, NW
Grand Rapids, Michigan 49544

II. STORM WATER MAINTENANCE EXHIBIT

Exhibit B identifies the Meijer Storm water Improvements. Elements include the following:

1. Storm Sewer Pipe (RCP, PVC and Underdrain)
2. Storm Structures (Manholes, Catch Basins, Cleanouts and Roof Conductors)
3. Vegetative Swales and Lawn Area
4. Storm Water Treatment Structures

STORMWATER BEST MANAGEMENT PRACTICE GENERAL MAINTENANCE AND OPERATION

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Storm water maintenance systems are expected to perform quality and quantity control functions as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

- Increased pollutants to surrounding surface water features.
- Potential loss of life and property, resulting from catastrophic failure of the facility
- Aesthetic or nuisance problems, such as mosquitoes or reduced property value, due to a degraded facility appearance

Most of these impacts can be avoided through proper and timely inspection and maintenance. A major concern associated with these impacts is the general public's expectations related to the quality of life provided, in part, by construction of these systems. Inadequate maintenance means the general public may have a false sense of security. The most common cause of storm water system failure is the lack of adequate and proper operation, inspection, maintenance, and management.

Good design and construction can reduce subsequent maintenance needs and costs, but they cannot eliminate the need for maintenance altogether. Maintenance requires a long term commitment of time, money, personnel

and equipment. Monitoring the overall performance of the storm water management system is a major aspect of any maintenance program.

Section 1: Aesthetic, Functional, and Maintenance Best Management Practices

1. Inspection Reports

Inspections of the facility should be completed each year as well as immediately following each heavy rain event. Inspection reports should be maintained by the owner of the facility for all storm water management systems and be available for review by the local agency. Inspection reports assist in ensuring that the responsible maintenance entity is adequately performing its responsibilities. The Owner shall retain the services of a qualified individual, such as a registered civil engineer, CPSWO, NICET certified engineering technologist in storm water system inspection or MDEQ certified storm water operator to provide inspection and maintenance services.

Inspection reports for storm water management systems should include the following:

- Date of inspection
- Name of inspector
- Condition of:
 - Vegetation or filter media
 - Fences or other safety devices
 - Spillways, valves, or other control structures
 - Embankments, slopes and safety benches
 - Inlet and outlet channels or structures
 - Underground drainage
 - Sediment and debris accumulation in storage areas
 - Any nonstructural practices to the extent practicable
 - Any other item that could affect the proper functioning of the storm water management system
 - Description of needed maintenance
 - Any concerns that may arise due to abnormal odors and/or color.

Any concerns that may require immediate action are to be reported immediately to the owner.

2. Record Keeping

The Owner of the BMP should keep a file containing all information pertaining to repair, replacement, and maintenance of the BMP. Files should be readily accessible to parties performing maintenance on the BMP and copies provided to the City of Rochester Hills Engineering Department.

Files should include the following:

- Operations and Maintenance Manual
- Inspections Sheets - All completed inspection sheets and blank forms
- Construction plans (as-builts if applicable) - Including grading and benchmarks
- Specifications - Storm drainage and landscaping
- Maintenance Log - Log of all inspections, repairs, and associated costs
- Contact Information – Certified Storm water operator, Licensed Civil Engineer, Geotechnical Engineer, Landscape Architect, and Contractor qualified to perform tasks.

After construction, the Owner is responsible for coordinating BMP maintenance and submittals made to the local jurisdiction.

3. Parking Lot and Access Drive Sweeping.

Routine sweeping of the parking lot provides a more attractive appearance to the general public. In addition accumulations of sediment and trash can be removed from the parking surface before entering the storm water facilities. Parking lot maintenance shall be performed bi-annually, and additionally as necessary.

4. Vegetated Swales and Lawn Area Maintenance and Mowing

Mowing requirements at a facility should be tailored to the specific site conditions, grass type and seasonal variation in climate. Lawn areas and the vegetated swales will require limited periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Provisions may have to be made to reseed and reestablished grass cover in lawn and swale areas damaged by sediment accumulation, stormwater flow, or other causes. Stormwater will be directly conveyed through the vegetated swales; provisions must be made to reestablish grass in the swale area as necessary to prevent erosion. Provisions shall include sod, filter fabric, check dams or other BMP's. Dead turf, will need to be replaced after being discovered in lawn and swale areas. Local soil conservation districts or cooperative extension service offices can provide assistance in determining maintenance requirements for various types of vegetation.

5. Removal of Trash and Debris

Removal of trash and debris from paved areas, open area, and landscaped areas shall be performed weekly. Removal of trash and debris will prevent possible damage to vegetated areas and eliminate potential mosquito breeding habitats. Sediment, debris and trash that inhibit the ability of the facility to store or convey water should be removed immediately to restore proper functioning of the facility. Temporary arrangements should be made for handling the sediments until a more permanent arrangement is made. Disposal of debris and trash must comply with all local, county, State and federal waste control programs. Only suitable disposal and recycling sites should be used.

Sediment to be removed from all points of inlets and outlets of the storm sewer system by means of vacuum truck and power jetting when it is determined by inspection to have significant sediment deposits.

6. Storm Structure Maintenance

Inspect all inlets, outfalls, trash racks, structures, piping, clean outs, roof conductors, catch basins and curb inlets. Remove trash, debris, accumulated silt and sediment that may obstruct flow. Make minor repairs as needed. If major repairs are needed Contractor should report damage or failure to the Environmental Manager. Minor repairs are defined as repairs that can be made during a regular maintenance event.

- a. Catch basins and curb inlets sumps and truck well drains must be cleaned by vacuum truck as needed or as required by local regulation and site conditions. Debris removed from catch basins must be disposed of in accordance with Federal, State and local regulations at an approved disposal facility.

7. Structural Elements (Stormceptor Units, information from manufacturer)

Generally, maintenance is done once per year, but it is advisable to check the unit several times during the first year to determine the rate of sediment and oil accumulation. It is recommended that the unit be checked each 3 months for the first year. The inspection frequency in subsequent years is based on observations made during the first year. A maintenance inspection form should be completed annually to ensure timely maintenance and optimum performance of the Stormceptor. The inspection is conducted by taking a sample from the unit using a clear plastic sampling tube. Commercial sampling tubes are available from water and wastewater equipment

suppliers. The Stormceptor cover must be removed in order to take samples of the oil and sediment accumulation. To check the level of sediment the sampling tube is lowered through the 24-inch discharge opening until it hits the bottom of the unit. Once the sampling tube is raised you can observe the level of sediment accumulation. Three samples should be taken and averaged. Maintenance should be performed once the sediment depth exceeds the guideline values provided in Table 1.

Table 1

Sediment Depths Indicating Required Maintenance	
Model	Sediment Depth mm (in.)
STC900	150 (6)
STC4800	300 (12)
STC11000	375 (15)

To check the level of oil in the Stormceptor the sampling tube is lowered through the 6-inch vent pipe into the upper portion of the separation tank. After removing the sampler the water column can be examined. If more than 1 inch (approx. 15 USG) of oil (hydrocarbons) is observed then the oil should be removed.

CLEANING EQUIPMENT AND CONTRACTORS

Stormceptor units are normally cleaned using vacuum trucks. These trucks will suck the water and pollutants out of the unit. The most widely used truck is the Vact or vacuum truck, but other manufacturers and equipment are available. Commercial companies can be found in the Yellow Pages under “Tank Cleaning” or “Septic Cleaning”.

COST

The cost of maintenance can vary widely, and depends on the number, and size of the Stormceptor unit to be cleaned. The typical cost is about \$600 per cleaning. The larger units may cost proportionally more. Economies of scale can be expected if several units are to be cleaned at once. A public bid to clean any size unit was received at \$400.00 per unit for a jurisdiction with over 20 units installed.

DISPOSAL OF WASTE

The procedure used to dispose of the waste materials will depend upon the requirements in each jurisdiction. In general, the oil and other floating hydrocarbons are skimmed (pumped) off the surface for recycling. The sediment is removed from the Stormceptor by the vacuum truck. Local requirements will dictate sludge disposal options; several options include:

- the sludge is discharged directly to the sewerage treatment plant
- the sludge is dewatered into a dry material.
- The dried sludge would be taken to a landfill or incinerator (where acceptable). The clear water would be discharged into the sanitary sewer

MAINTENANCE INSPECTION CHECKLIST

Good Will Co., Inc.
Rochester Hills, Michigan

Date: _____ BMP Type: _____

Time: _____ Weather Conditions: _____

Inspector's Name: _____

Site Status: _____

**Maintenance Tasks and Schedule
MEIJER OF ADAMS MARKETPLACE**

Maintenance Activities	System Component			Frequency	Estimated Cost
	Catch Basins, Inlets & Storm Sewers	Parking Lot and Access Drives	Vegetated Swales and Lawn Areas		
Monitoring/Inspection					
▪ Inspect for sediment accumulation	X		X	Annually	\$100
▪ Inspect for floatables, dead vegetation and debris	X		X	Annually	\$100
▪ Inspect for erosion and integrity of banks and berms			X	Annually and after major events	\$500
▪ Sweep and trash and debris removal		X		Bi-Annually, and as needed.	\$500
▪ Monitor plantings/vegetation			X	Annually	\$100
▪ Ensure means of access for maintenance remain clear/open	X	X	X	Annually	\$100
Preventative Maintenance					
▪ Mowing			X	Up to 2 times/year	\$1,000
▪ Remove accumulated sediment	X		X	As needed*	\$1,000
▪ Remove floatables, dead vegetation and debris	X		X	As needed*	\$500
▪ Replace invasive plant species			X	Annually	\$1,000
Remedial Actions					
▪ Repair/stabilize areas of erosion			X	As needed	Varies
▪ Replaced dead plantings, bushes, trees			X	As needed	Varies
▪ Reseed bare areas			X	As needed	Varies
▪ Structural repairs	X			As needed	Varies
▪ Make adjustments/repairs to ensure proper functioning	X		X	As needed	Varies

* Measures to be taken as needed to ensure proper functionality of storm water management system. See below for sediment depth within Stormceptor units. Sediment depth shall not exceed 3" in lawn areas and vegetated swales. Sediment is not to exceed a depth of 12" within all other storm water management facilities or structures.

STORMCEPTOR MAINTENANCE TASKS AND SCHEDULE

Remedial Actions

- Inspections required immediately following an oil/fuel/chemical spill

Monitoring/Inspection

- Units to be inspected two times / year (once per month for the first year)
- Inspections to include:
 - Visual inspection of pipes/covers/etc.
 - Measurements of sediment depth.
 - Measurements of Petroleum waste product depth.
- Units to be vacuumed out if sediment is above levels in Table 1.
- A licensed waste management company should remove captured petroleum waste product from any oil, chemical or fuel spills and dispose responsibly. Petroleum waste products shall be removed when more than 1" is present.