

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

This agreement is made on February 24, 2005, by Avon/Rochester, LLC
a Michigan Limited Liability Company, whose address is 850 Stephenson Highway,
Suite 200, Troy, MI 48083;
and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive,
Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Avon/Rochester, LLC owns and occupies the property described in attached
Exhibit A; and

WHEREAS, Avon/Rochester, LLC has a Self Storage, 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 attached 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 Avon/Rochester, LLC, 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. Avon/Rochester, LLC 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 Avon/Rochester, LLC 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 Avon/Rochester, LLC 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 (1) year, the City shall hold, and provide advance written notice of, a further hearing at which Avon/Rochester, LLC 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 Avon/Rochester, LLC :

Avon/Rochester, LLC
850 Stephenson Highway, Suite 200
Troy, MI 48083

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.

EXHIBIT "A"
PROPERTY DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF SECTION 15, T-3-N., R-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE DUE WEST 766.23 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 (AVON ROAD 66 FEET WIDE) TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 15, DUE WEST 235.89 FEET; THENCE N 02°20'00" E, 366.88 FEET; THENCE DUE EAST 221.91 FEET; THENCE S 00°09'00" W, 366.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.926 ACRES.

SUBJECT TO THE RIGHTS OF THE PUBLIC IN AVON ROAD.

NOTE: TITLE COMMITMENT NO. CM-467869 LISTS NO DEED OF RECORD FOR AVON ROAD RIGHT OF WAY.

15-15-476-004

APPROVED: *D.B.C.*
[Signature]
ROCHESTER HILLS
ENGINEERING DEPT.
02-24-2006

**DESCRIPTION OF STORM
WATER DETENTION EASEMENT**

A PART OF THE SOUTHEAST 1/4 SECTION 15
T-3-N., R-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN



Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
407 E. FORT STREET SUITE 600 DETROIT, MI 48226
(313) 962.4442 (313) 962.5068 fax

DATE:	02.08.05	CK'D. BY:	DATE	SCALE:	1"=50'
DRAWN:	G.S.	R.D.K.	02/05	SHEET:	2 OF 3
DESIGN:	G.S.			JOB No:	16615
SECTION:	15	T-3 -N R-11-E			

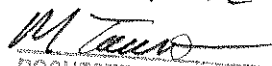
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EXHIBIT "B"
EASEMENT No.1
DESCRIPTION OF A
PRIVATE EASEMENT FOR
STORM WATER DETENTION

THE PRIVATE EASEMENT FOR STORM WATER DETENTION IS DESCRIBED AS BEING A PART OF THE SOUTHEAST 1\4 OF SECTION 15, T-3-N., R-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE DUE WEST 1002.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 (AVON ROAD, 66 FT WIDE); THENCE N 02°20'00" E, 60.05 FEET; THENCE DUE EAST 15.63 FEET TO THE POINT OF BEGINNING OF EASEMENT No 1; THENCE DUE NORTH 70.04 FEET; THENCE DUE EAST 131.62 FEET; THENCE DUE SOUTH 70.04 FEET; THENCE DUE WEST 131.62 FEET TO THE POINT OF BEGINNING.


EXHIBIT "B"
EASEMENT No.2
DESCRIPTION OF A
PRIVATE EASEMENT FOR
STORM WATER DETENTION

THE PRIVATE EASEMENT FOR STORM WATER DETENTION IS DESCRIBED AS BEING A PART OF THE SOUTHEAST 1\4 OF SECTION 15, T-3-N., R-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE DUE WEST 1002.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 (AVON ROAD, 66 FT WIDE); THENCE N 02°20'00" E, 358.43 FEET TO THE POINT OF BEGINNING OF EASEMENT No 2; THENCE N 02°20'00" E, 8.45 FEET; THENCE DUE EAST 23.10 FEET; THENCE S 81°01'01" E, 3.45 FEET; THENCE DUE EAST 76.38 FEET; THENCE S 79°59'45" E, 118.77 FEET; THENCE S 10°00'15" W, 12.00 FEET; THENCE N 79°59'45" W, 117.72 FEET; THENCE DUE WEST 76.27 FEET; THENCE N 81°01'01" W, 26.23 FEET TO THE POINT OF BEGINNING.

APPROVED DESC

 ROCHESTER HILLS
 ENGINEERING DEPT.
 02-25-2005

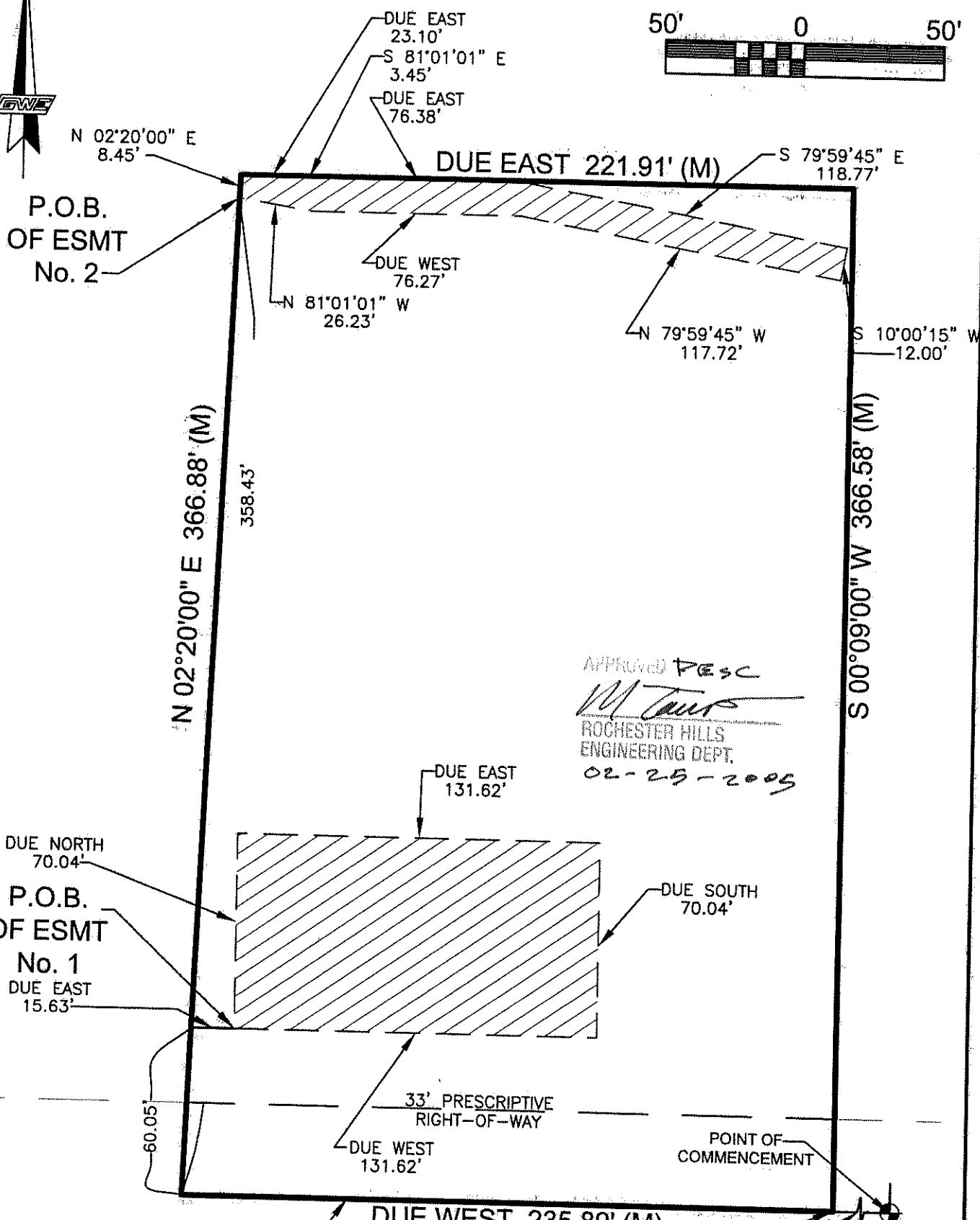
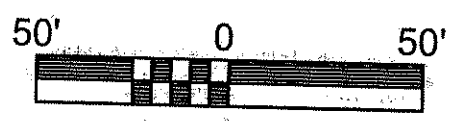
DESCRIPTION OF STORM
WATER DETENTION EASEMENT
 A PART OF THE SOUTHEAST 1/4 SECTION 15
 T-3-N.,R-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

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 Giffels-Webster Engineers, Inc. ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS 407 E. FORT STREET SUITE 600 DETROIT, MI 48226 (313) 962.4442 (313) 962.5068 fax	DATE:	02.08.05	CK'D. BY:	DATE	SCALE:	1"=50'
	DRAWN:	G.S.	R.D.K.	02/05	SHEET:	3 OF 3
	DESIGN:	G.S.			JOB No:	16615
	SECTION:	15	T-3-N R-11-E			



SCALE: 1"=50'



APPROVED *PESC*
M. J. [Signature]
 ROCHESTER HILLS
 ENGINEERING DEPT.
 02-25-2005

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.E. POINT OF ENDING
- (R) RECORD
- (M) MEASURED
- STORM WATER DETENTION EASEMENT HATCH

AVON ROAD

POINT OF BEGINNING OF PARCEL
 DUE WEST 766.23'

SOUTHEAST CORNER SECTION 15
 T-3-N., R-11-E.,
 CITY OF ROCHESTER HILLS
 OAKLAND COUNTY

SKETCH OF STORM WATER DETENTION EASEMENT

A PART OF THE SOUTHEAST 1/4 SECTION 15
 T-3-N., R-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN



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