

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

The Pointe Group, Inc., a Michigan Corporation
This agreement is made on March 11, 2004, by ↓ whose address is 2185 Crooks, Rd., Rochester
Hills, MI 48309 and the **CITY OF ROCHESTER HILLS** (the City), whose address is 1000 Rochester Hills Drive,
Rochester Hills, MI 48309.

RECITALS:

The Pointe Group, Inc., a Michigan Corporation
WHEREAS, ↓ owns and occupies the property described in attached Exhibit A; and
The Pointe Group, Inc., a Michigan Corporation
WHEREAS, ↓ has applied for, 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 the application;
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
The Pointe Group, Inc., a Michigan Corporation
advise ↓, 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:**

The Pointe Group, Inc., a Michigan Corporation
A. ↓ shall be responsible for the proper maintenance and repair and replacement of the
System and any part thereof, including the detention basin.

APPROVED AS TO FORM

J. Staran 4/19/2005

ROCHESTER HILLS' COUNSEL

B. Proper maintenance of the System shall include, but not be 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.

The Pointe Group, Inc., a Michigan Corporation
3. Action by City: In the event ✓ 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 ✓ The Pointe Group, Inc., a Michigan Corporation. 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

The Pointe Group, Inc., a Michigan Corporation
at which: ✓ 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:

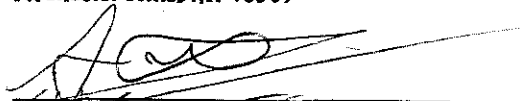
To: The Pointe Group, Inc.,
a Michigan Corporation

Gary Piontkowski, President
2185 Crooks Road
Rochester Hills, MI 48309

To: **The City of Rochester Hills**

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

CITY OF ROCHESTER HILLS



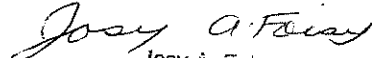
GARY PIONTKOWSKI, President
The Pointe Group, Inc.,
a Michigan Corporation

DATED: March _____, 2004

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on March 16, 2004, by Gary Piontkowski, President of The Pointe Group, Inc., a Michigan Corporation.

STATE OF MICHIGAN
COUNTY OF OAKLAND


Josy A. Foisy
Notary Public, Oakland County, MI
My Commission Expires Sept. 23, 2006

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: Charles M. Merlo
24405 Gratiot Avenue
Eastpointe, MI 48021

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

EXHIBIT A

PART OF E 1/2 OF SE ¼ T3N, R11E, SEC 34,
BEG ON S SEC LINE DIST N 87-06-35 W 558.97 FT FROM SE SEC COR,
TH N 87-06-35 W 100 FT, TH N 00-21-00 W 233.05 FT, TH S 87-06-35 E 100 FT,
TH S 00-21-00 E 233.05 FT TO BEG, ALSO BEG AT PT DIST N 87-06-35 W
458.97 FT FROM SE SEC COR, TH N 87-06-35 W 100 FT, TH N 00-21-00 W 233.05 FT,
TH S 87-06-35 E 100 FT, TH S 00-21-00 E 233.05 FT TO BEG.

APPROVED *DESC*
M. Taus
ROCHESTER HILLS
ENGINEERING DEPT.
03-76-04