

## STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

This AGREEMENT is made this 12th day of August, 2019 by and between Detroit Meeting Rooms, <sup>Incorporated,</sup> a Michigan Domestic Non-Profit Corporation, whose address is 2144 Grenadier Drive, Troy, Michigan 48098 (hereinafter the "Owner"); and the CITY OF ROCHESTER HILLS, its successors, assigns or transferees, whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309 (hereinafter the "City").

### RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 32 of the City of Rochester Hills, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a commercial development on the Property.
- B. The commercial development shall contain certain storm drainage, detention and /or retention facilities, including but not limited to, a storm drainage system, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to ensure that the physical condition and intended function of such area and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for the maintenance and repairs for the first three (3) years are described in the attached **Exhibit B**.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agent or contractors to enter the Property to perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the Storm Drainage System within the area depicted in **Exhibit C**, for the purposes described above. The cost and expense of making and financing such actions by the City including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to ten (10%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and

shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

**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 Detroit Meeting Rooms, *Incorporated* William Brown, Secretary, Detroit Meeting Rooms, Inc.  
2144 Grenadier Drive  
Troy, MI 48098

To the City: Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

The Parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this Agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

In WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

**DETROIT MEETING ROOMS, Incorporated**  
By: [Signature]  
Its: **President John Reid**  
[Signature]

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )SS

**REBECCA J. SCOTT**  
**Notary Public, Oakland County, Michigan**  
**My Commission Expires, July 8, 2020**

The foregoing instrument was acknowledged before me this 12th day of August, 2019 by John Reid, as the President of Detroit Meeting Rooms, Incorporated, a Michigan Domestic Non-Profit Corporation, on behalf of the corporation.

**CITY OF ROCHESTER HILLS**

By: \_\_\_\_\_  
Bryan K. Barnett, Mayor

By: \_\_\_\_\_  
Tina Barton, City Clerk

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:  
Neil Streffling  
26153 John R  
Madison Heights, MI 48071

\_\_\_\_\_  
\_\_\_\_\_, notary public

When Recorded Return to:

Oakland County, Michigan  
My commission expires:

Clerks Dept.  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

*John Staran*  
*Approved 8/15/19*

# Exhibit A

## PARENT PARCEL DESCRIPTION AND SKETCH

### PARENT PARCEL DESCRIPTION

PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 32, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

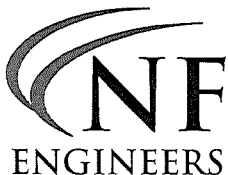
LOTS 6 THROUGH 11, INCLUSIVE, SOUTH BOULEVARD GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 50 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS.

PARCEL: 15-32-481-025  
VACANT NO ADDRESS  
CONTAINS 36,450 SQUARE FEET OR 0.837 ACRES OF LAND



*Chad Findley*

*Jenny M.  
Approved 8/23/19*

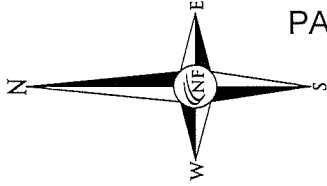


NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

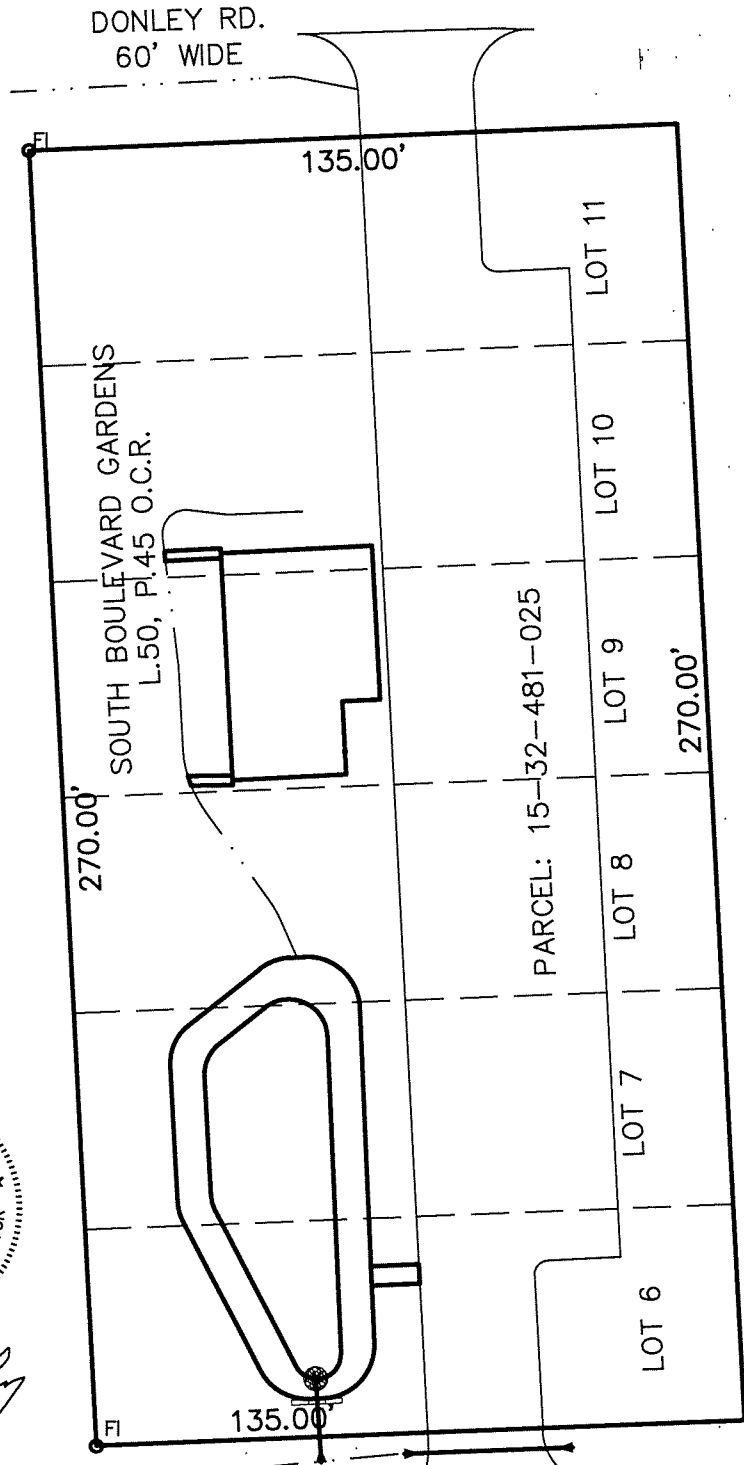
| SCALE  | DATE       | DRAWN   | JOB NO. | SHEET  |
|--------|------------|---------|---------|--------|
| N.T.S. | 2019-08-22 | J.Klenk | J462    | 1 of 2 |

# Exhibit A

## PARENT PARCEL DESCRIPTION AND SKETCH



SE COR  
SEC 32  
T3N-R11E  
L.22386,  
P.342,  
O.C.R.  
(FI)

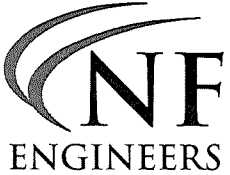


SOUTH BLVD.  
120' WIDE

SOUTH LINE SECTION 32



*Chad Findley*



**NF ENGINEERS**  
NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

S ¼ COR  
SEC 32  
T3N-R11E  
L.22386,  
P.337,  
O.C.R.  
(FI)

# EXHIBIT B

## STORM WATER MANAGEMENT SYSTEM MAINTENANCE TASKS & SCHEDULE

THE OWNER SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.

ESTIMATED COST FOR OPERATION FOR THE FIRST 3 YEARS OF MAINTENANCE IS \$1,500.00

### COMPONENTS:

|                             | SCHEDULE: |                                                                                  |                          |                         |
|-----------------------------|-----------|----------------------------------------------------------------------------------|--------------------------|-------------------------|
|                             | QUARTERLY | WHEN SEDIMENT DEPTH HAS ACCUMULATED TO WITHIN SIX INCHES OF THE OUTLET STRUCTURE | ANNUALLY OR AS NECESSARY | CLEANED OUT IMMEDIATELY |
| OVERFLOW STRUCTURE AND WEIR | XXX       | XX                                                                               |                          | XX                      |
| BIORETENTION RAIN GARDEN    | XXX       | XX                                                                               |                          | XX                      |
| DRAINAGE SWALES             | XXX       | XX                                                                               |                          | XX                      |
| DRAINAGE SPILLWAYS          | XX        | XX                                                                               |                          | XX                      |
| PARKING AREAS AND DRIVES    |           |                                                                                  | X                        | X                       |

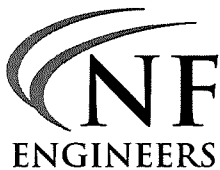
1. INSPECT AND MAINTAIN THE SEDIMENT BASIN OUTLET CONTROL STRUCTURE AT A MINIMUM OF EVERY 2 - 3 MONTHS OR AS DETERMINED THROUGH HISTORICAL MAINTENANCE LOGS OVER TIME SPECIFIC TO THIS SITE.
2. REGULAR INSPECTION IS THE KEY TO EFFECTIVE MAINTENANCE. THE RATE AT WHICH THE SYSTEM COLLECTS SEDIMENTS AND POLLUTANTS WILL DEPEND ON THE SITE ACTIVITIES AND SEASONS. REGULAR SWEEPING WILL MINIMIZE ACCUMULATIONS.
3. INSPECT THE ENTIRE SYSTEM AND PERFORM MAINTENANCE AND REPAIR AS NECESSARY.

### TASKS:

|                                                                  | QUARTERLY | WHEN SEDIMENT DEPTH HAS ACCUMULATED TO WITHIN SIX INCHES OF THE OUTLET STRUCTURE | ANNUALLY OR AS NECESSARY | CLEANED OUT IMMEDIATELY | ANNUALLY | UNDER NORMAL OPERATING CONDITIONS AT THE SAME TIME AS SEDIMENT REMOVAL |
|------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------|--------------------------|-------------------------|----------|------------------------------------------------------------------------|
| INSPECT FOR SEDIMENT ACCUMULATION                                | XXX       | XX                                                                               |                          | XX                      | XX       |                                                                        |
| REMOVAL OF SEDIMENT ACCUMULATION (VACUUM TRUCK / MANUAL REMOVAL) |           | XX                                                                               |                          | XX                      |          |                                                                        |
| SWEEP PARKING AREAS & DRIVES                                     |           |                                                                                  | X                        | X                       |          |                                                                        |
| OIL AND GASOLINE SPILLS                                          |           |                                                                                  | X                        | X                       |          |                                                                        |
| STRUCTURAL INSPECTION AND REPAIR                                 |           |                                                                                  |                          |                         |          |                                                                        |
| REPAIR EROSION AND RESEED BARE AREAS                             |           |                                                                                  |                          |                         |          | XX                                                                     |

### REQUIRED MAINTENANCE

REMOVE SEDIMENTS, DEBRIS AND OVERGROWTH WHICH MAY BUILD UP IN THE BIORETENTION RAIN GARDEN AND DRAINAGE SWALES THE FIRST WEEK OF MAY EACH YEAR.



**NF ENGINEERS**  
 NOWAK & FRAUS ENGINEERS  
 46777 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL. (248) 332-7931  
 FAX. (248) 332-8257

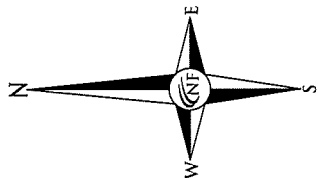
*OK ALS  
8/2/19*



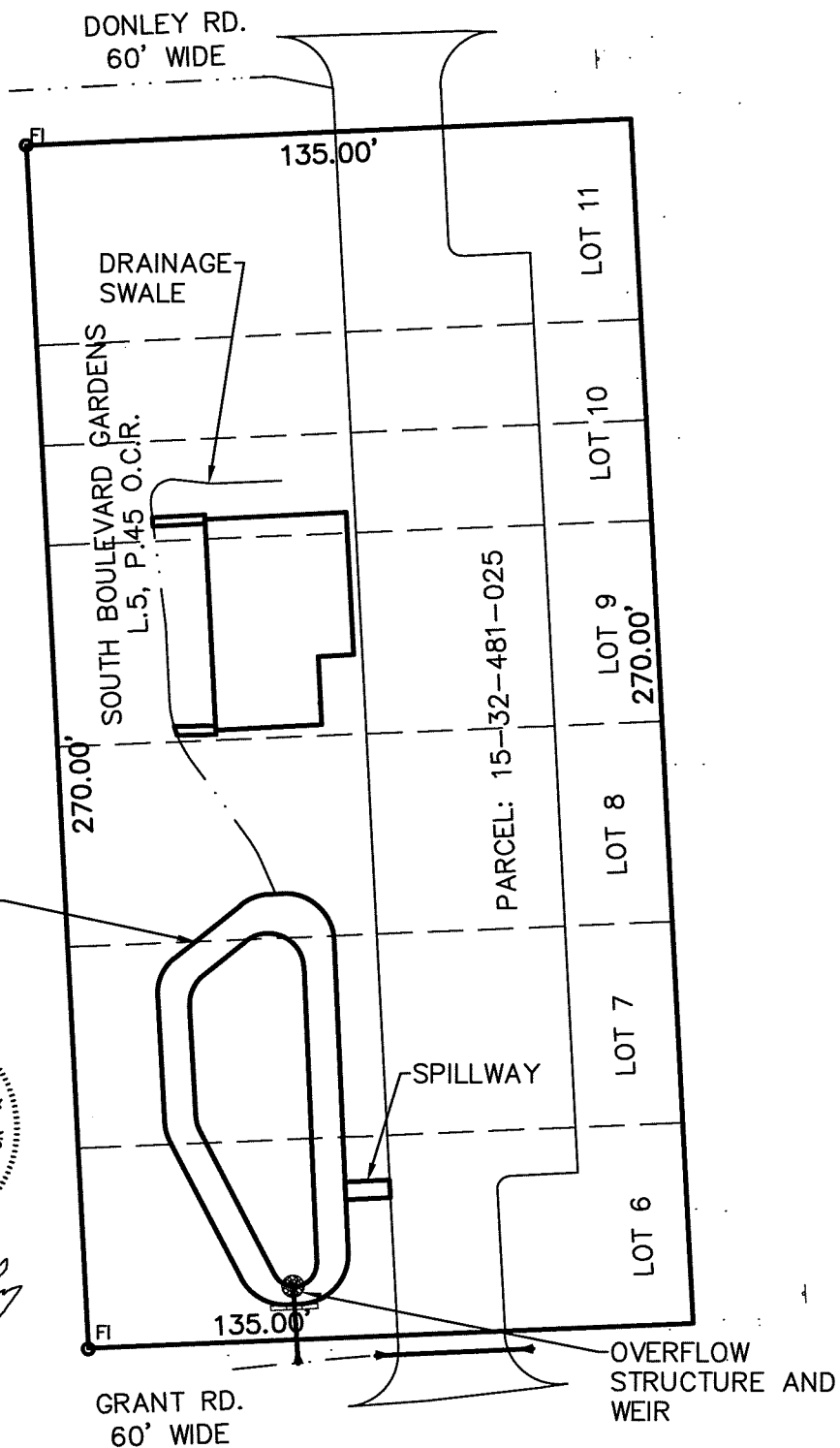
*Chad Findley*

# Exhibit C

## STORM DRAINAGE SYSTEM



SE COR  
SEC 32  
T3N-R11E  
L.22386,  
P.342,  
O.C.R.  
(FI)



BIORETENTION  
RAIN  
GARDEN



*Chad Findley*



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PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

*OK AFS  
8/14/19*

|        |            |         |         |        |
|--------|------------|---------|---------|--------|
| SCALE  | DATE       | DRAWN   | JOB NO. | SHEET  |
| 1"=40' | 2019-08-12 | J.Klenk | J462    | 1 of 1 |

S ¼ COR  
SEC 32  
T3N-R11E  
L.22386,  
P.337,  
O.C.R.  
(FI)