

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

This agreement is made on _____, by P.E.G. Construction
Company _____, whose address is 2437 Munster, Rochester Hills, MI 48309;
and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive,
Rochester Hills, MI 48309.

RECITALS:

WHEREAS, P.E.G. Construction Company owns and occupies the property described in
attached Exhibit A; and

WHEREAS, P.E.G. Construction has proposed _____, 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 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 P.E.G. Construction Company, 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. P.E.G. Construction 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 P.E.G. Construction ^{Company} 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 P.E.G. Construction ^{Company} 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 P.E.G. Construction ^{Company} 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 Guido Grassi :

P.E.G. Construction Company

2437 Munster

Rochester Hills, MI 48309

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.

P.E.G. CONSTRUCTION COMPANY

By: Guido Grassi
Guido Grassi

Its: President
(title)

CITY OF ROCHESTER HILLS

By: _____
Pat Somerville, Mayor

By: _____
Jane Leslie, Clerk

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on August 29, 2005, by Guido Grassi, President of P.E.G. Construction Company

Sharon S. Wilson, notary public
Oakland County, Michigan
My commission expires: 5/27/06
Sharon S. Wilson
Acting in Oakland County

OK'd
per Sharon
5-18-06

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

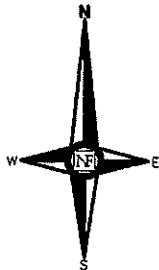
Drafted by:
Guido Grassi
P.E.G. Construction Company
2437 Munster
Rochester Hills, MI 48309

_____, notary public
County, Michigan
My commission expires:

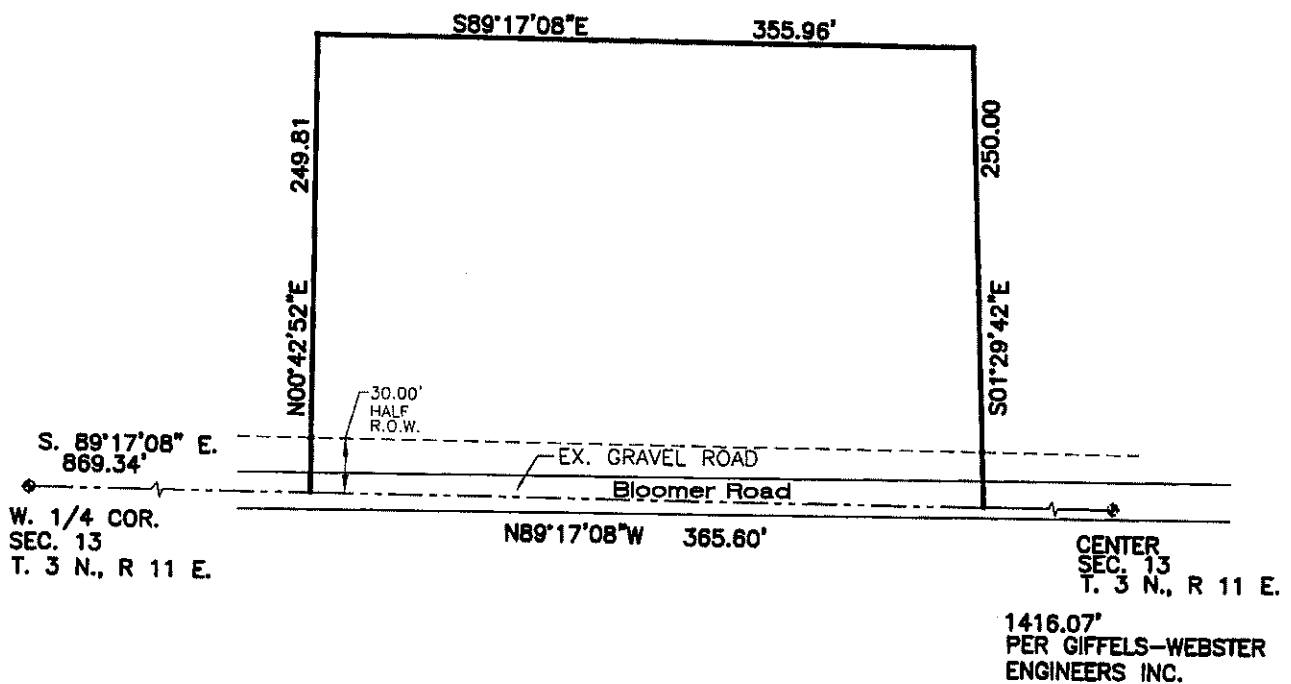
When Recorded Return to:
Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

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Exhibit A
"BLOOMER PARK ESTATES"
SITE CONDOMINIUMS



APPROVED *DJSC*
WJ Taux
 ROCHESTER HILLS
 ENGINEERING DEPT.
 01-05-06



BLOOMER PARK ESTATES LEGAL DESCRIPTION

A PART OF THE NORTHWEST ¼ OF SECTION 13, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS COMMENCING AT THE WEST ¼ OF SAID SECTION 13; THENCE S89°17'08"E 869.34 FEET ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 13 AND ALONG THE CENTERLINE OF BLOOMER ROAD (60' R.O.W.) TO THE POINT OF BEGINNING; THENCE N00°42'52"E 249.81 FEET; THENCE S89°17'08"E 355.96 FEET; THENCE S01°29'42E 250.00 FEET TO A POINT ON THE EAST AND WEST ¼ LINE OF SECTION 13 AND THE CENTERLINE OF SAID BLOOMER ROAD; THENCE N89°17'08"W 365.60 FEET ALONG THE EAST AND WEST ¼ LINE OF SECTION 13 TO THE POINT OF BEGINNING AND CONTAINING 2.07 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC IN BLOOMER ROAD, AND EASEMENTS AND RESTRICTIONS OF RECORD.

DEVELOPER

P.E.G. Construction
 2437 Munster
 Rochester Hills, MI 48309

Contact:
 Mr. Guido Grassi
 (248) 375-1654

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

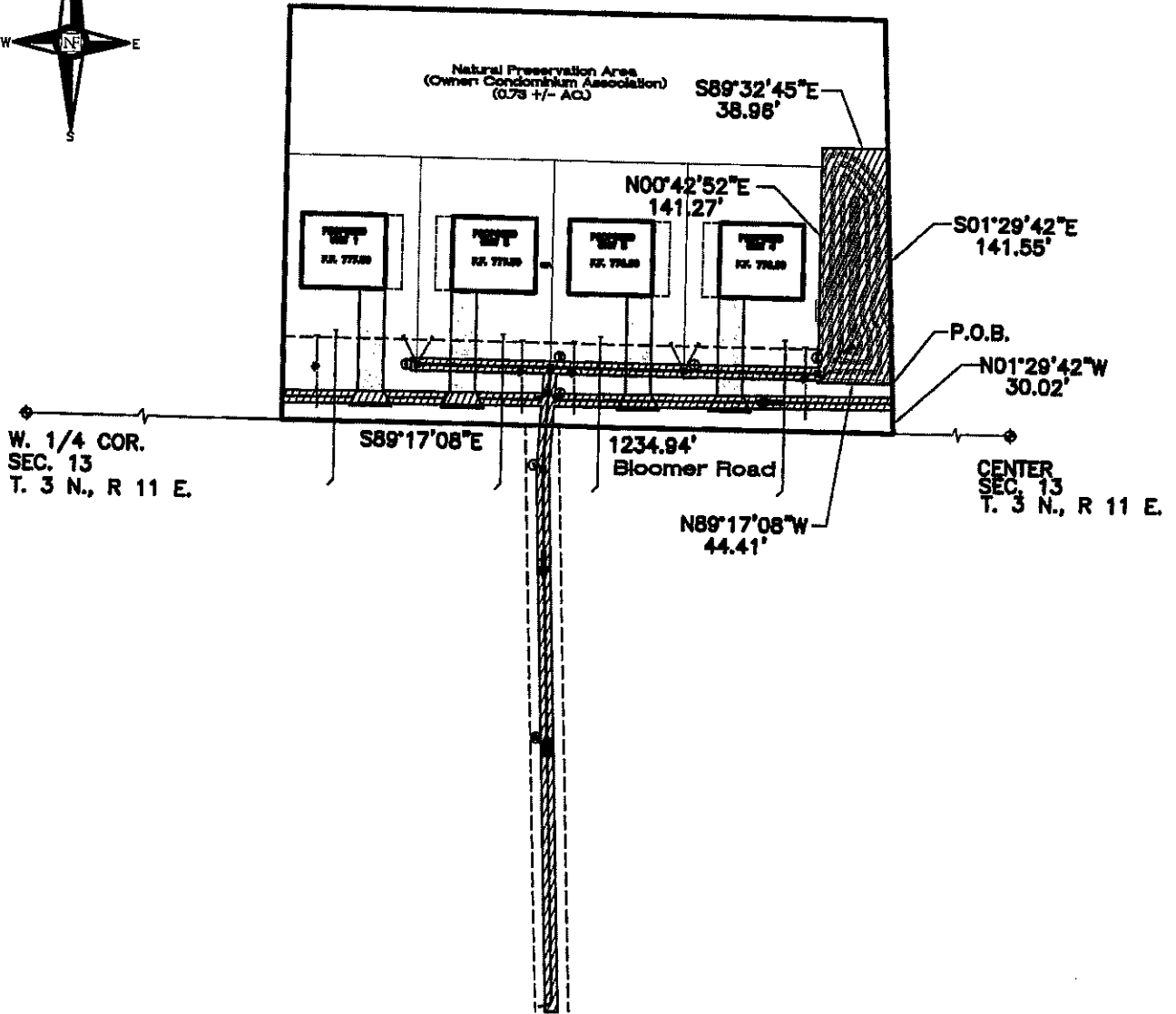
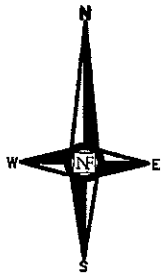
46777 Woodward Avenue
 Pontiac, Michigan 48342

Tel. (248) 332-7931
 Fax. (248) 332-8257

SCALE	DATE	DRAWN	JOB No.	SHEET
1" = 100'	08-23-05	DJP	8608-01	1

Exhibit B

STORM WATER DRAINAGE AND DETENTION SYSTEM "BLOOMER PARK ESTATES" SITE CONDOMINIUMS



APPROVED

ROCHESTER HILLS
ENGINEERING DEPT.

01-05-06

DEVELOPER

P.E.G. Construction
2437 Munster
Rochester Hills, MI 48309

Contact:
Mr. Guido Grassi
(248) 375-1654

Legend



INDICATES STORM
WATER DRAINAGE AND
DETENTION SYSTEMS

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

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Pontiac, Michigan 48342

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Fax. (248) 332-8257

SCALE

DATE

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