

AGREEMENT FOR MAINTENANCE OF  
STORM WATER DETENTION SYSTEM

This agreement is made on September 16, 2005, by EUMEKA ENTERPRISES, LLC, whose address is 1970 WALTON PROUDMAN 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, EUMEKA ENTERPRISES, LLC owns and occupies the property described in attached Exhibit A; and

WHEREAS, EUMEKA ENTERPRISES has PROVIDED, 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 ATTACHMENT "A"; 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 EUMEKA ENTERPRISES, 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. EUMEKA ENTERPRISES, 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.

OK'd per  
J. Stamm  
1-30-06

3. **Action by City:** In the event KUNDEKA ENTERPRISES, 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 KUNDEKA ENTERPRISES, 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 year, the City shall hold, and provide advance written notice of, a further hearing at which KUNDEKA ENTERPRISES, 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 DR. JAY MITCHELL :

KUNDEKA ENTERPRISES, LLC  
1310 WALTON BOULEVARD  
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.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

WITNESSES:

[Signature]  
Name:  
[Signature]  
Name:

[Signature] EUREKA ENTERPRISES  
By:  
MEMBER/PRESIDENT  
Its:

CITY OF ROCHESTER HILLS

Name:  
Name:  
Name:  
Name:

By: Pat Somerville, Mayor  
By: Jane Leskie, Clerk

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON

This agreement was acknowledged before me on OCTOBER 11, 2005, by Jay P. Mitchell, MEMBER of EUREKA Enterprises, LLC on behalf of the \_\_\_\_\_

ANDREA L. LANE  
Notary Public, Livingston Co., MI  
My Commission Expires Dec. 5, 2007

[Signature]  
\_\_\_\_\_, notary public  
LIVINGSTON County, Michigan  
My commission expires: 12/31/07  
ACTING IN Livingston County

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:  
STANLEY BRISH  
BRIVAR CONSTRUCTION COMPANY  
7258 Kensington Rd., BRIGHTON  
When Recorded Return to: M 48116  
Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

\_\_\_\_\_, notary public  
County, Michigan  
My commission expires:

A R Decker & Associates  
 Consulting Engineers  
 Civil — Structural  
 920 East Long Lake Road  
 Troy, Michigan 48085  
 Telephone (248) 528-3779  
 Facsimile (248) 528-3548  
 DRAFTER: DOUG MOON, P.E.

EXHIBIT 'A'

STORM SEWER MAINTENANCE  
 AGREEMENT AREA

15-08-451-049

APPROVED *DESC*  
*m two*

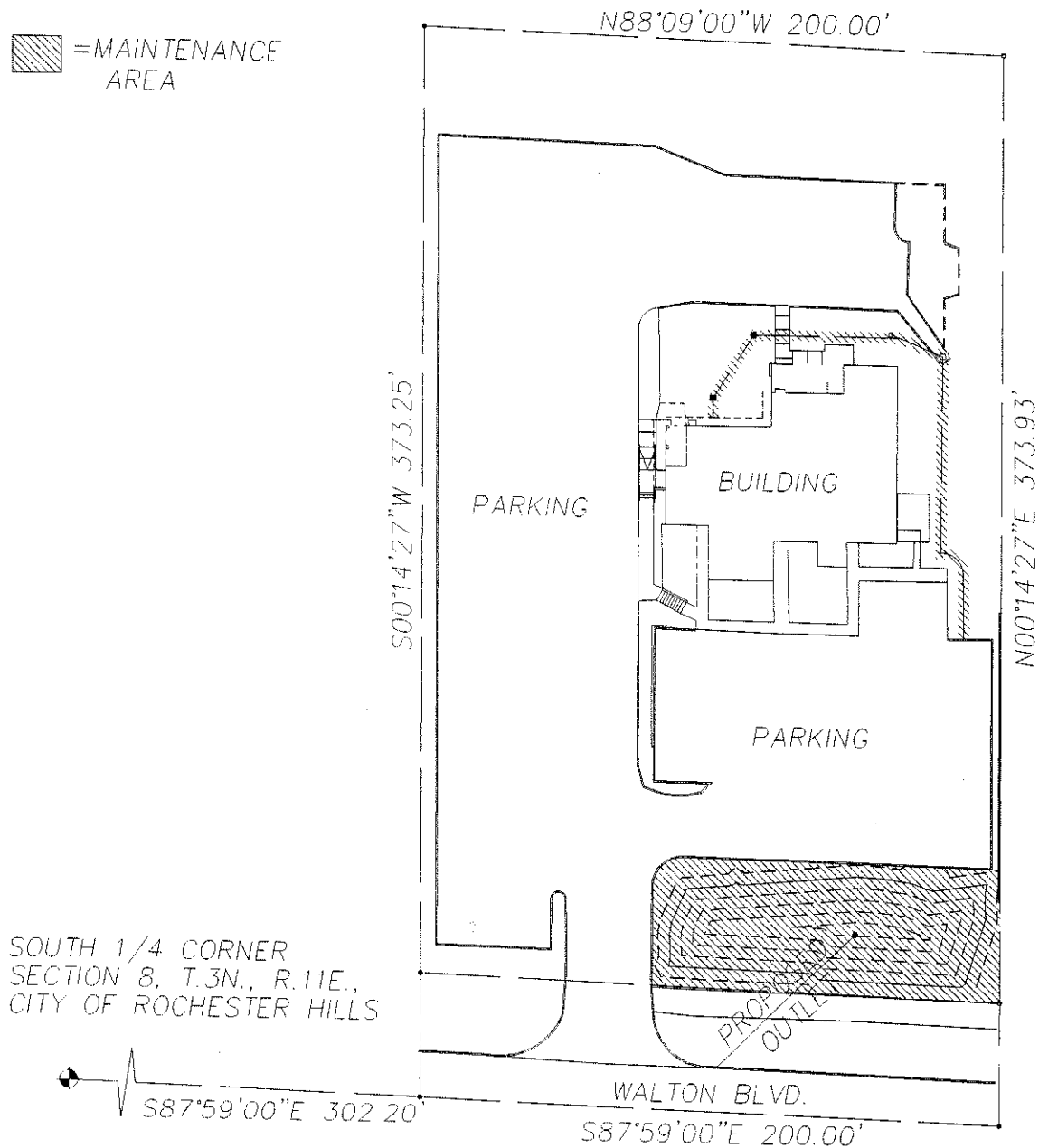
ROCHESTER HILLS  
 ENGINEERING DEPT.

01-09-06

DATE: 12-07-05

NOTE: SURVEY PROVIDED BY  
 REICHERT SURVEYING

 = MAINTENANCE  
 AREA



SOUTH 1/4 CORNER  
 SECTION 8, T.3N., R.11E.,  
 CITY OF ROCHESTER HILLS

SCALE: 1" = 60'

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 8, T.3N., R.11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE S.87°59'00"E., 302.20 FT. TO THE POINT OF BEGINNING; THENCE S.87°59'00"E., 200.00 FT.; THENCE N.00°14'27"E., 373.93 FT.; THENCE N.88°09'00"W., 200.00 FT.; THENCE S.00°14'27"W., 373.25 FT. TO THE POINT OF BEGINNING. EXCEPT THE SOUTH 43 FT. TAKEN FOR WALTON ROAD. CONTAINING 1.51 ACRES OF LAND, MORE OR LESS. SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND/OR RIGHT-OF-WAYS OF RECORD, IF ANY.