

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

This AGREEMENT FOR MAINTENANCE OF STORM WATER DETENTION SYSTEM ("Agreement") is made on _____, 2002, by **Gulf Meadow Creek, L.L.C., a Michigan limited liability company, whose address is 2038 West Big Beaver Road ("Developer")** and the **City of Rochester Hills, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("City")**.

RECITALS:

- A. Owner owns and occupies the property described in Exhibit A attached hereto and made a part hereof (the "Property").
- B. Owner has proposed, and 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 approved site plan attached hereto as Exhibit B and made a part hereof
- C. 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, for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, the receipt of which is hereby acknowledged (this instrument is exempt from County and State transfer taxes pursuant to MCLA 207.505(a) and MCLA 207.526(a), respectively), the parties hereby agree as follows:

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) City may determine and advise Owner, or its successors, grantees, or assigns, in writing that it is no longer necessary to use the detention basin to detain storm water or surface water; and (ii) an adequate alternative for draining storm water and surface water has been provided that is acceptable to City and which includes the granting of such easements to City or third parties for the alternative drainage system as may be necessary.
2. **Maintenance.** Owner shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the detention basin. 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 detention 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 Owner or its successors, grantees, or assigns neglects or fails to properly maintain the System or any part thereof, City may notify Owner, 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, 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 City shall not be deemed a taking of all or any portion of the Property, nor shall City's actions be deemed to vest in the public any right to use all or any portion of the Property. If City determines maintenance of the System by City should continue beyond one (1) year, City shall hold, and provide advance written notice of, a further

*Approved by J. Stearns
12-9-02*

hearing at which Owner, 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 City determines an emergency condition caused by or relating to the System threatens the public health, safety or general welfare, City shall have the right to immediately and without notice enter the Property and undertake appropriate corrective action.

4. **Charges.** City shall charge to the current owner(s) of the Property the cost of maintenance or other corrective action undertaken by City in accordance with this Agreement, plus ten (10%) percent administrative fee. If not timely paid, City may assess the charges on City's tax roll, which charges shall be a lien on the real property in question and shall be collectible and enforceable in the same manner general property taxes are collected and enforced.

The Developer agrees, on or before the date of the conveyance of the last lot in the Subdivision, to convey title to the Basin to the Association, and the Association shall accept such conveyance and hold title to the Basin for the benefit of all members of the Association, but free of all encumbrances reflecting obligations to pay money (other than liens for taxes and assessments not then due and payable). Following such conveyance, the Association shall be responsible for maintaining and keeping the Basin in good order in the manner described in Paragraph 1, above. In no event shall the Association be liable for payment of any debts or liabilities incurred by Developer. Any debts or obligations incurred by the Association shall constitute a personal obligation of its members, and shall be considered an obligation appurtenant to the members' property which shall pass with the title to such property, whether or not specifically set forth in the deeds.

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 Owner: Gulf Meadow Creek, L.L.C.
2038 West Big Beaver Road
Troy Michigan 48084

To City: Clerk, City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

6. **Successors and Assigns.** This Agreement shall be binding upon and benefit the parties hereto and their respective heirs, personal representatives, successors, grantees and assigns. The rights, obligations and responsibilities hereunder and the covenants and restrictions contained herein shall run with the land and bind all current and future owners of the Property. Owner shall have the right to assign its rights and obligations under this Agreement to a duly formed association of owners within the Property, provided such association assumes and agrees to perform Owner's obligations under this Agreement. Upon the assignment of Owner's rights, and the assumption of Owner's obligations under this Agreement by a duly formed owners' association, Owner shall thereafter have no liability or obligation under this Agreement. By executing this Agreement, City consents to such assignment by Owner without the requirement of the execution of additional conveyance documents.

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.

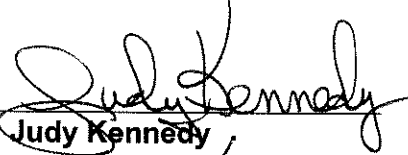
WITNESSES:

Gulf Meadow Creek L.L.C., a Michigan limited liability company
By: Tadian Development Company, L.L.C., a Michigan limited liability company

Its: Manager

By: Tadian Company, a Michigan corporation

Its: Manager


Judy Kennedy


Inga Holland



By: Nicholas Donofrio, Vice President

~~Print name:~~

~~Print name:~~

~~Print name:~~

~~Print name:~~

"City"
City of Rochester Hills

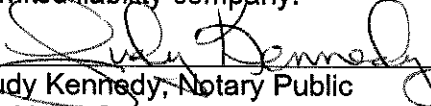
By _____
Pat Somerville
Its: Mayor

And By _____
Beverly A. Jasinski
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

The foregoing instrument was acknowledged before me this 15th day of November, 2002, by Nicholas Donofrio, Vice President of Tadian Company, a Michigan corporation, Manager of Tadian Development Company, L.L.C., a Michigan limited liability company, Manager of **Gulf Meadow Creek, L.L.C.**, a Michigan limited liability company.

JUDY KENNEDY
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES MAR 23, 2005


Judy Kennedy, Notary Public
Oakland County, Michigan
My Commission Expires: 03-23-2005

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2002 by Pat Somerville, Mayor, and Beverly A. Jasinski, Clerk, of the City of Rochester Hills, on behalf of the City.

_____, Notary Public
_____, County, Michigan
My commission expires: _____

DRAFTED BY AND WHEN RECORDED RETURN TO:
Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

LEGAL DESCRIPTION OF THE PROPERTY

Sidwell #s (15-32-426-022; 15-32-426-023; 15-32-426-004; and 15-32-426-005)

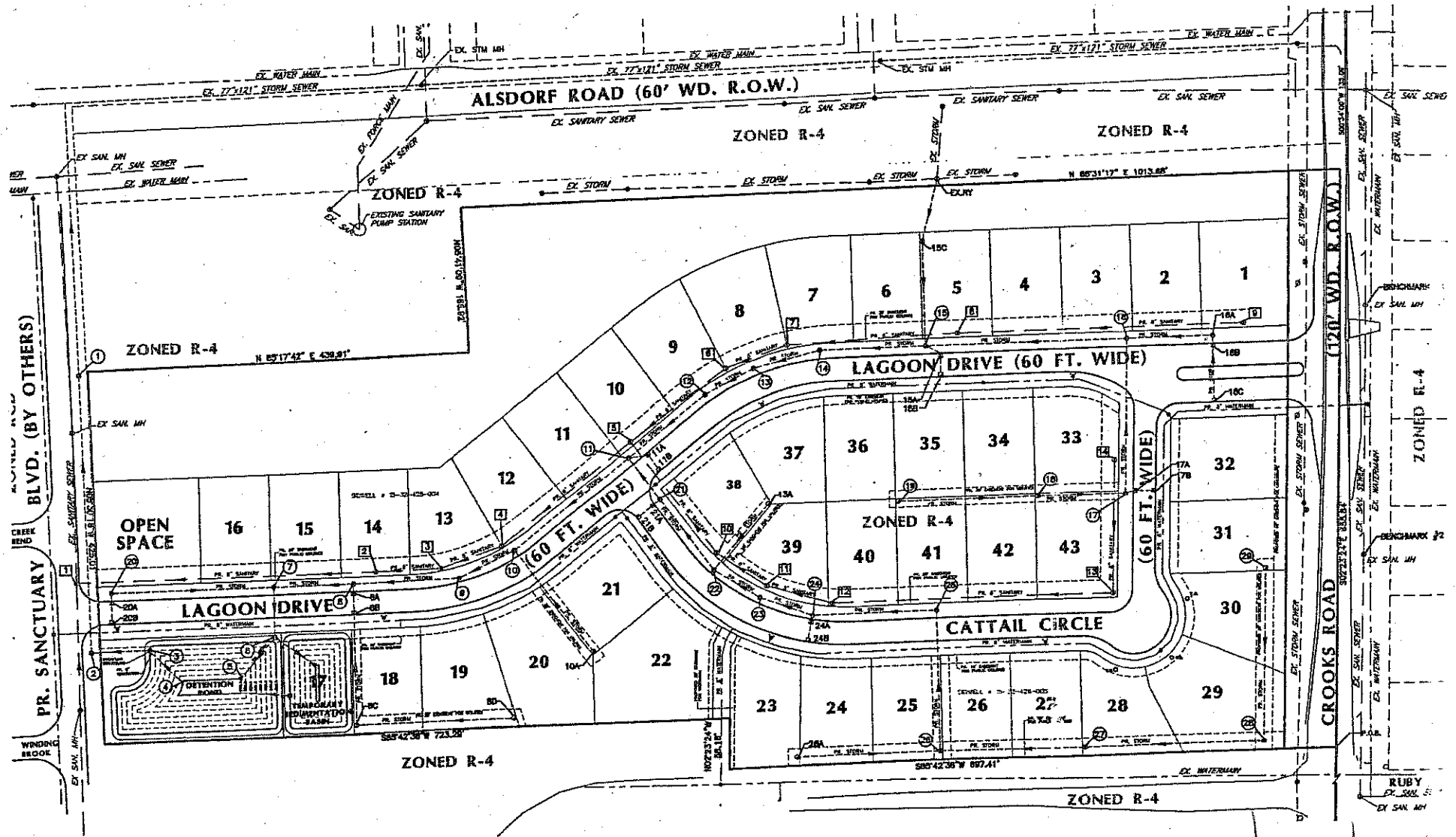
Part of the Southeast Quarter of Section 32, T.3N., R11E., City of Rochester Hills, Oakland County, Michigan being described as:
Beginning on the East line of Section 32 N.00°12'30"E. 1879.12 feet (recorded as N.02°23'24"W. 1875.25 feet) from the Southeast corner of Section 32, said point also being the centerline of Crooks Road (120.0 feet wide); thence S.88°08'31"W. 694.90 feet (recorded as S.85°42'38"W. 697.41 feet); thence N.00°12'30"E. 58.14 feet (recorded as N.02°23'24"W. 58.18 feet); thence S.88°08'31"W. 725.81 feet (recorded as S.85°42'38"W. 723.29 feet); thence N.02°41'54"W. 426.46 feet (recorded as N.05°30'18"W. 425.01 feet) along the East line of Sanctuary Boulevard (66.00 feet wide); thence N.87°56'14"E. 440.78 feet (recorded as N.85°17'42"E. 439.91 feet); thence N.02°41'56"W. 166.25 feet (recorded as N.05°41'09"W. 165.92 feet); thence N.87°56'46"E. 950.15 feet (recorded as N.85°31'15"E. 953.64 feet) along the Crooks Crossing a Oakland County Condominium No. 863 to the West right of way line of Crooks Road; thence S.00°12'30"W. (recorded as S.02°23'24"E.) 279.74 feet along the West right of way line of Crooks Road; thence N.87°56'14"E. 60.05 feet (recorded as N.85°31'16"E. 60.04 feet) to the East line of Section 32, also being the centerline of Crooks Road; thence S.00°12'30"W. 376.48 feet (recorded as S.02°23'24"E. 376.11 feet) along the East line of Section 32 and the centerline of Crooks Road to the point of beginning. Containing 18.478 acres, more or less.

APPROVED *DESE*
W. Taylor
08/07/02
ROCHESTER HILLS
ENGINEERING DEPT.

EXHIBIT B

APPROVED SITE PLAN

APPROVED DESC
Maid
ROCHESTER HILLS
ENGINEERING DEPT.
00-24-02



Meadow
Creek

APPROVED DESC
Maid
ROCHESTER HILLS
ENGINEERING DEPT.
00-24-02

