

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

This agreement is made on September 1, 2006 by Speedway SuperAmerica LLC, whose address is c/o 539 South Main Street, Findlay, OH 45840; and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Speedway SuperAmerica LLC owns and occupies the property described in attached Exhibit A; and

WHEREAS, Speedway SuperAmerica LLC 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 the attached 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 Speedway SuperAmerica 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. Speedway SuperAmerica 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
J. Starom
9-8-06*

3. **Action by City:** In the event Speedway SuperAmerica 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 Speedway SuperAmerica 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 Speedway SuperAmerica 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 <u>Speedway SuperAmerica LLC:</u>	c/o Real Estate Department 539 South Main Street Findlay, OH 45840
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.

SPEEDWAY SUPERAMERICA LLC

By: *J. T. Morgan*
Its: Vice President, Operations



CITY OF ROCHESTER HILLS

By: Bryan Barnett Mayor

By: Jane Leslie, Clerk

STATE OF OHIO
COUNTY OF CLARK

This agreement was acknowledged before me on September 1, 2006, by J. T. Morgan, Vice President, Operations, of Speedway SuperAmerica LLC on behalf of the company.

Ruth E. Brown
RUTH E. BROWN
Notary Public, State of Ohio
Clark County, Ohio
My commission expires: April 21, 2009
Book 21, Page 273

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

Drafted By: Cynthia L. Snyder
Marathon Petroleum Co.
539 South Main Street
Findlay, OH 45840-3083

_____, notary public

County, Michigan
My commission expires:

When Recorded Return to:
Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
SSA #2238

EXHIBIT A
LEGAL DESCRIPTION



LEGAL DESCRIPTION

PARCEL A (Including new addition)

A 1.40 acre (61,239 s.f.) parcel of land in the NW 1/4 of Section 28, T3N, R11E, City of Rochester Hills, Oakland County, Michigan described as

COMMENCING at the NW Corner of said Section 28;
 thence S 01 deg. 41min. 08 sec. E 1082.41 feet along the West Line of said Section 28;
 thence N 88 deg. 18 min. 52 sec. E 60.00 feet to the
 POINT OF BEGINNING;
 thence N 88 deg. 18 min. 52 sec. E 54.51 feet along the Southerly Line of Star-Batt Drive;
 thence 155.71 feet along the Southerly Line of Star-Batt Drive along the arc of
 a 200.00 foot radius curve to the right, having a central angle of 044 deg. 36 min. 26 sec.
 and subtended by a chord measuring S 69 deg. 22 min. 55 sec. E 151.81 feet;
 thence S 01 deg. 41 min. 08 sec. E 267.59 feet;
 thence S 87 deg. 14 min. 15 sec. W 195.00 feet;
 thence N 01 deg. 41 min. 08 sec. W 328.87 feet along the Easterly Line of Crooks Road to the
 POINT OF BEGINNING;
 being subject to easements and restrictions of record if any.



EXHIBIT A
LEGAL DESCRIPTION

ROCHESTER HILLS,
MI
OAKLAND
COUNTY
UNIT # 0002238



DGNR.		DATE	
RVWR.		DATE	

Prepared For: Speedway SuperAmerica LLC, Eron, OH 45323
 Prepared By: Marathon Petroleum Company LLC, Marketing & Transportation Engineering Dept., Findlay, OH 45840

Desc in Tour 09-12-06

