

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

This AGREEMENT FOR MAINTENANCE OF STORM WATER DETENTION SYSTEM ("**Agreement**") is entered into this ____ day of August, 2006, by and between the CITY OF ROCHESTER HILLS, having offices at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 (**the "City"**), and ROCHESTER HILLS CORPORATE CENTER LLC, a Michigan limited liability company, having offices at 28470 Thirteen Mile Road, Farmington Hills, Michigan 48334 ("**RHCC**").

RECITALS

A. RHCC owns the property described in **Exhibit "A"** attached hereto and made a part hereof (**the "Property"**);

B. RHCC has the right to develop the Property pursuant to the terms of that certain Consent Judgment, entered on April 3, 2003, in that certain case between an affiliate of RHCC, Grand/Sakwa Acquisitions, LLC, as Plaintiff, vs. the City, as Defendant, in the Circuit Court for the County of Oakland, State of Michigan, having Case No. 02-046199-AW, as reinstated and modified by the terms of that certain Stipulation and Order to Reinstate Consent Judgment of April 3, 2003 and for Amendment of Consent Judgment, entered on or about May 26, 2005, as further amended by that certain First Amendment to Consent Judgment, entered on May 26, 2005, and as further amended by that certain Order for Second Amendment to Consent Judgment, entered on November 22, 2005 (as so amended, and as may have been and/or may be further amended, the "**Consent Judgment**");

C. RHCC's intended development of the Property provides for the installation and operation of a storm water detention basin and related discharge line connecting the detention basin to the storm sewer in Adams Road. The location of the detention basin and related discharge line are more particularly described in **Exhibit "B"** attached hereto and made a part hereof (**collectively, the "Detention System"**); and

D. RHCC and the City agree that both parties will benefit from the proper use and maintenance of the Detention System, and desire to enter into this Agreement to provide for the same.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Use of the System.** The Detention System shall be used for the purpose of detaining storm and surface water from the Property until such time as: (a) the City determines that it is no longer necessary to use the Detention System to detain storm or surface water from the Property; and (b) an adequate alternative for draining storm and surface water has been provided which is reasonably acceptable to the City. Notwithstanding anything to the contrary contained herein, RHCC reserves the right to grant easements in, under, through, over and on the Detention System, as may be necessary or appropriate, in RHCC's sole discretion, in connection with RHCC's development and use of the Property.

2. **Maintenance.** RHCC shall be responsible for the proper maintenance, repair and replacement of the Detention System. Proper maintenance of the Detention System shall include, but not limited to: (a) keeping the bottom of the detention basin free from silt and debris; (b) removing harmful algae; (c) maintaining steel grating across the detention basin's inlets; (d) controlling the effects of erosion; and (e) other maintenance that is reasonable and customary in order to facilitate or accomplish the intended function and purpose of the Detention System.

3. **Action by the City.** In the event RHCC, its successors, grantees or assigns neglects or fails to properly maintain the Detention System in accordance with the terms hereof, the City shall notify RHCC or its successors, grantees or assigns, in writing,

*OK'd per
J. Staron
8-29-06*

which notice shall include a listing and detailed description of the specific maintenance deficiency sited by the City. In the event RHCC, its successors, grantees or assigns do not dispute the claim of alleged maintenance deficiencies, RHCC, its successors, grantees or assigns shall commence to cure such deficiencies within thirty (30) days after receipt of such notice, weather permitting, and thereafter diligently prosecute such cure until completion, weather permitting. In the event RHCC, its successors, grantees or assigns dispute the claim of alleged maintenance deficiencies, such dispute shall be resolved pursuant to the arbitration provision set forth in the Consent Judgment.

If RHCC, its successors, grantees or assigns fails to commence and diligently prosecute curing any maintenance deficiencies sited by the City which is not disputed by RHCC, its successors, grantees or assigns, within thirty (30) days after notice thereof, or if RHCC fails to commence and diligently prosecute curing any maintenance deficiencies for which it is held responsible by the arbitrator within the time period established by the arbitrator, then the City may undertake and perform such maintenance deficiencies. The performance of such maintenance deficiencies by the City shall not be deemed a taking of the Detention System or any portion of the Property, nor shall the City's actions be deemed to vest in the public any right to use the Detention System or any portion of the Property. Notwithstanding the foregoing, in the event the City determines, in good faith, that an emergency condition exists that poses an imminent threat to public health, safety or general welfare, caused by or relating to the failure of RHCC, its successors, grantees or assigns to properly maintain the Detention System, the City shall have the right to take such action as is reasonable and appropriate to correct the maintenance deficiency causing such emergency condition. In the event the City exercises its rights hereunder to perform maintenance on the Detention System, the City shall have the non-exclusive right to access the Detention System through that portion of the Property described in **Exhibit "C"** attached hereto and made a part hereof (**the "Access Easement Area"**) for the sole purpose of curing maintenance deficiencies.

4. **Charges.** In the event the City cures any maintenance deficiencies in the Detention System pursuant to the terms of this Agreement, the City shall have the right to charge the then current owner of the Detention System for the reasonable costs of such corrective maintenance, plus ten percent (10%) of such costs as an administrative fee, which such charge shall be a lien on the Detention System and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

5. **Notices.** Any notice required hereunder shall be sent by certified mail to the address for each party set forth above, or such other address as the party may notify the other party in writing.

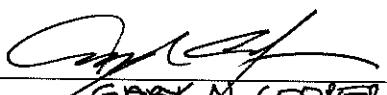
6. **Successors and Assigns.** This Agreement shall be binding on the parties hereto, and their respective successors, grantees and assigns. The rights, obligations and responsibilities of the parties hereunder shall run with the Detention System and shall bind all current and future owners of the Detention System. RHCC shall have the right to assign its rights and obligations hereunder, in whole or in part, to one or more future grantees or tenants to all or any portion(s) of the Property.

7. **Recording of Agreement.** This Agreement shall be recorded in the Oakland County Register of Deed.

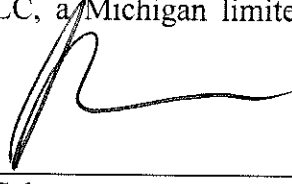
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

WITNESSES:

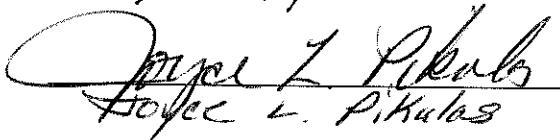
ROCHESTER HILLS CORPORATE
CENTER, LLC, a Michigan limited liability
company



GARY N. COOPER

By: 

Gary Sakwa



JOYCE L. PIKULAS

Its: Authorized Representative

THE CITY OF ROCHESTER HILLS,

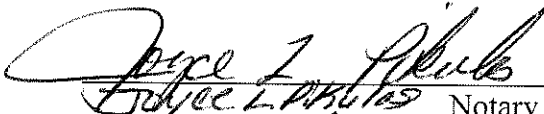
a _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 22 day of August, 2006, before me personally appeared Gary Sakwa, Authorized Representative of Rochester Hills Corporate Center, LLC, a Michigan limited liability company, who executed the foregoing instrument on behalf of said limited liability company.



Joyce L. Pikulas Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 2-11-2007

JOYCE L. PIKULAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES FEB 11, 2007
ACTING IN COUNTY OF Oakland

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this _____ day of August, 2006, before me personally appeared _____, _____ of the City of Rochester Hills, a Michigan limited liability company, who executed the foregoing instrument on behalf of said _____.

Drafted By: Chris Corden
Grand Sakwa Properties, LLC
28470 Thirteen Mile Rd., Ste 220
Farmington Hills, MI 48334

Notary Public

County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

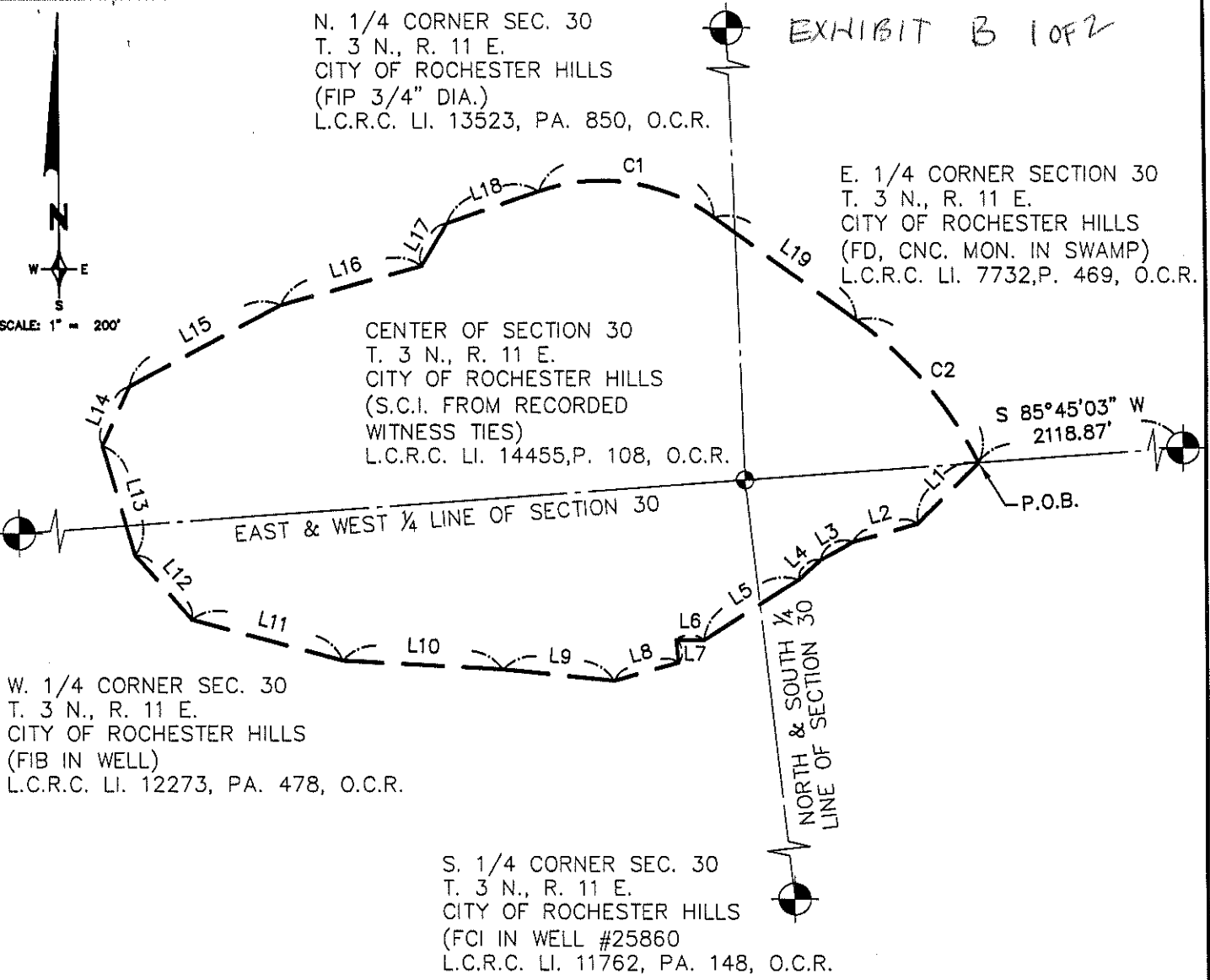
N. 1/4 CORNER SEC. 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (FIP 3/4" DIA.)
 L.C.R.C. LI. 13523, PA. 850, O.C.R.

EXHIBIT B 1 OF 2

E. 1/4 CORNER SECTION 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (FD, CNC. MON. IN SWAMP)
 L.C.R.C. LI. 7732, P. 469, O.C.R.

CENTER OF SECTION 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (S.C.I. FROM RECORDED
 WITNESS TIES)
 L.C.R.C. LI. 14455, P. 108, O.C.R.

SCALE: 1" = 200'



W. 1/4 CORNER SEC. 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (FIB IN WELL)
 L.C.R.C. LI. 12273, PA. 478, O.C.R.

S. 1/4 CORNER SEC. 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (FCI IN WELL #25860
 L.C.R.C. LI. 11762, PA. 148, O.C.R.

LINE TABLE

LINE	LENGTH	BEARING
L1	106.60'	S45°07'15"W
L2	82.19'	S74°13'26"W
L3	45.74'	S60°29'21"W
L4	36.72'	S47°14'00"W
L5	139.01'	S57°36'21"W
L6	34.19'	N89°18'24"W
L7	27.94'	S05°31'42"E
L8	82.87'	S74°13'06"W
L9	138.65'	N84°12'21"W
L10	198.09'	N86°46'10"W
L11	192.37'	N74°54'34"W
L12	105.72'	N40°59'24"W
L13	141.82'	N16°07'35"W
L14	81.96'	N23°55'50"E
L15	212.44'	N61°35'55"E
L16	180.45'	N74°31'09"E
L17	60.89'	N31°17'34"E
L18	120.47'	N71°01'50"E
L19	214.73'	S54°01'15"E

WETLAND & DETENTION DEDICATION

A WETLAND AND DETENTION AREA LOCATED IN SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 30 AND PROCEEDING ALONG THE EAST AND WEST 1/4 LINE OF SECTION 30 S. 85°45'03" W. 2118.87 FEET TO THE POINT OF BEGINNING; THENCE S. 45°07'15" W. 106.60 FEET; THENCE S. 74°13'26" W. 82.19 FEET; THENCE S. 60°29'21" W. 45.74 FEET; THENCE S. 47°14'00" W. 36.72 FEET; THENCE S. 57°36'21" W. 139.01 FEET; THENCE N. 89°18'24" W. 34.19 FEET; THENCE S. 05°31'42" E. 27.94 FEET; THENCE S. 74°13'06" W. 82.87 FEET; THENCE N. 84°12'21" W. 138.65 FEET; THENCE N. 86°46'10" W. 198.09 FEET; THENCE N. 74°54'34" W. 192.37 FEET; THENCE N. 40°59'24" W. 105.72 FEET; THENCE N. 16°07'35" W. 141.82 FEET; THENCE N. 23°55'50" E. 81.96 FEET; THENCE N. 61°35'55" E. 212.44 FEET; THENCE N. 74°31'09" E. 180.45 FEET; THENCE N. 31°17'34" E. 60.89 FEET; THENCE N. 71°01'50" E. 120.47 FEET; THENCE 228.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 238.00 FEET, CENTRAL ANGLE 54°56'55", AND A CHORD THAT BEARS S. 81°29'43" E. 219.60 FEET; THENCE S. 54°01'15" E. 214.73 FEET; THENCE 235.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 480.00 FEET, CENTRAL ANGLE 28°05'29", AND A CHORD THAT BEARS S. 39°58'30" E. 232.99 FEET TO THE POINT OF BEGINNING.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEAR.	CHORD
C1	228.25	238.00	54°56'55"	S81°29'43"E	219.60'
C2	235.34	480.00	28°05'29"	S39°58'30"E	232.99'

REVISIONS

ITEM	DATE	BY

WETLAND & DETENTION DEDICATION
 ADAMS RD. & M-59
 ROCHESTER HILLS, MICHIGAN

Z EIMET W OZNI AK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 40024 GRAND RIVER AVE, SUITE 100
 NOVI, MICHIGAN 48375
 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com

DATE	SCALE
08/10/06	HOR: 1" = 200' FIELD BOOK NO.
DESIGNED BY	JOB NO.
RAH	97144
DRAWN BY	SHEET NO.
AJ	1

H:\Projects\97144\dwg\CUL ROAD\97144 Cul Road Easements.dwg, 8/11/2006 3:10:20 PM, ajohnston

E. 1/4 CORNER SECTION 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (FD, CNC. MON. IN SWAMP)
 L.C.R.C. LI. 7732, P. 469, O.C.R.

S 85°45'03" W 942.80'

S 32°42'01" E 26.68'

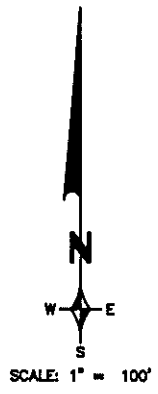
S 65°18'11" W
 258.97'

S 24°35'28" E
 35.10'

MATCH LINE
 ADAMS ROAD N. ROW
 S 63°06'17" W
 863.04'

CENTER OF SECTION 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (S.C.I. FROM RECORDED
 WITNESS TIES)
 L.C.R.C. LI. 14455, P. 108, O.C.R.

EAST & WEST 1/4 LINE OF
 SECTION 30



P.O.E.

N 26°34'38" W
 145.00'
 S 63°28'27" W
 219.89'

Q 20' STORM
 SEWER EASEMENT

20' STORM SEWER EASEMENT

A 20 FOOT STORM SEWER EASEMENT LOCATED IN THE SOUTH-EAST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 30 AND PROCEEDING ALONG THE EAST AND WEST 1/4 LINE OF SECTION 30 S. 85°45'03" W. 942.80 FEET AND S. 32°42'01" E. 26.68 FEET AND S. 65°18'11" W. 258.97 FEET AND S. 24°35'28" E. 35.10 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF ADAMS ROAD (VARIABLE WIDTH) AND ALONG SAID RIGHT-OF-WAY S. 63°06'17" W. 863.04 FEET TO THE POINT OF BEGINNING; THENCE N. 25°44'30" W. 359.56 FEET; THENCE S. 63°28'27" W. 219.89 FEET; THENCE N. 26°34'38" W. 145.00 FEET TO THE POINT OF ENDING.

P.O.B.

ADAMS ROAD
 (VARIABLE WIDTH)

MATCH LINE

REVISIONS

ITEM	DATE	BY

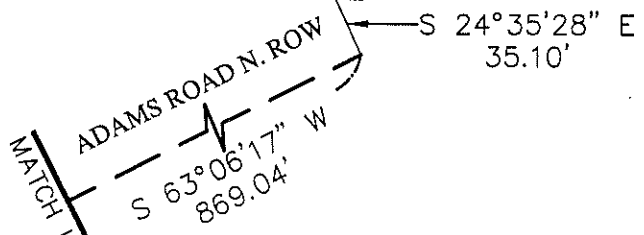
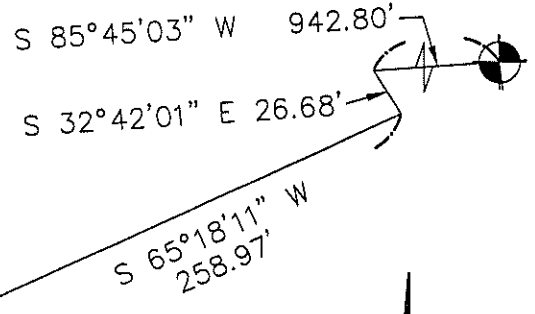
STORM SEWER EASEMENT
 ADAMS RD. & M-59
 ROCHESTER HILLS, MICHIGAN

Z EIMET W OZNIAK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 40024 GRAND RIVER AVE, SUITE 100
 NOVI, MICHIGAN 48375
 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com

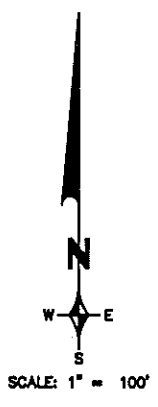
DATE	08/15/06	SCALE	HOR: 1" = 100'
DESIGNED BY	SAB	FIELD BOOK NO.	
DRAWN BY	AJ	JOB NO.	97144
		SHEET NO.	1

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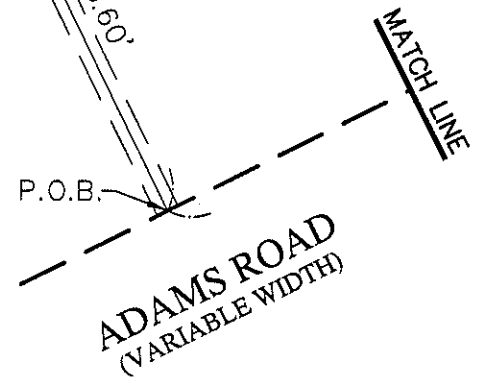
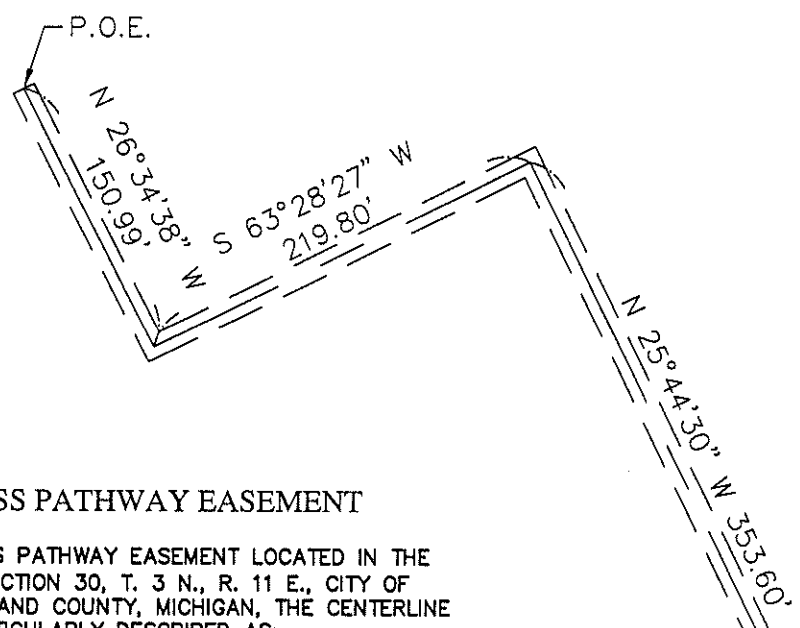
E. 1/4 CORNER SECTION 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (FD, CNC. MON. IN SWAMP)
 L.C.R.C. LI. 7732, P. 469, O.C.R.



CENTER OF SECTION 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (S.C.I. FROM RECORDED
 WITNESS TIES)
 L.C.R.C. LI. 14455, P. 108, O.C.R.



EAST & WEST 1/4 LINE OF SECTION 30



12 FOOT ACCESS PATHWAY EASEMENT

A 12 FOOT WIDE ACCESS PATHWAY EASEMENT LOCATED IN THE SOUTH-EAST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 30 AND PROCEEDING ALONG THE EAST AND WEST 1/4 LINE OF SECTION 30 S. 85°45'03" W. 942.80 FEET AND S. 32°42'01" E. 26.68 FEET AND S. 65°18'11" W. 258.97 FEET AND S. 24°35'28" E. 35.10 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF ADAMS ROAD (VARIABLE WIDTH) AND ALONG SAID RIGHT-OF-WAY S. 63°06'17" W. 869.04 FEET TO THE POINT OF BEGINNING; THENCE N. 25°44'30" W. 353.60 FEET; THENCE S. 63°28'27" W. 219.80 FEET; THENCE N. 26°34'38" W. 150.99 FEET TO THE POINT OF ENDING.

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REVISIONS		
ITEM	DATE	BY

ACCESS PATHWAY EASEMENT
ADAMS RD. & M-59
 ROCHESTER HILLS, MICHIGAN

Z EIMET W OZNIAK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 40024 GRAND RIVER AVE, SUITE 100
 NOVI, MICHIGAN 48375
 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com

DATE	08/15/06	SCALE	HOR: 1" = 100'
DESIGNED BY	SAB	FIELD BOOK NO.	
DRAWN BY	AJ	JOB NO.	97144
		SHEET NO.	1

EXHIBIT A

PART OF NE 1/4 OF SEC 30, T3N, R11E, BEG AT PT DIST S 85-45-03 W 942.80 FT FROM E 1/4 COR, TH S 85-45-03 W 1111.62 FT, TH N 25-37-45 W 20.98 FT, TH ALG CURVE TO LEFT, RAD 540 FT, CHORD BEARS N 39-49-30 W 264.86 FT, DIST OF 267.58 FT, TH N 54-01-15 W 78.26 FT, TH N 35-56-59 E 539.62 FT, TH N 03-44-33 W 36.88 FT, TH N 86-15-27 E 14.12 FT, TH S 87-04-24 E 153.45 FT, TH S 79-45-30 E 275.05 FT, TH S 61-31-05 E 367.64 FT, TH S 32-42-01 E 509.13 FT TO BEG, CONTAING 15.12 ACRES. 15-30-276-006

ALSO

PART OF SE 1/4 OF SEC 30, T3N, R11E, BEG AT PT DIST S 85-45-03 W 942.80 FT FROM E 1/4 COR, TH S 32-42-01 E 26.68 FT, TH S 65-18-11 W 258.97 FT, TH S 24-35-28 E 35.10 FT, TH S 63-06-17 W 726.86 FT, TH N 70-37-45 W 73.76 FT, TH N 25-37-45 W 426.51 FT, TH N 85-45-03 E 1111.62 FT TO BEG, CONTAINING 6.11 ACRES 15-30-401-008

