

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

This AGREEMENT FOR MAINTENANCE OF STORM WATER DETENTION SYSTEM ("Agreement") is made on May 28, 2004, by **Gulf Northbrooke, L.L.C., a Michigan limited liability company, whose address is 210 Town Center Drive, Troy, Michigan, 48084 ("Developer")** and the **City of Rochester Hills, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("City")**.

15-33-128-003 **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 on Exhibit B attached hereto and made a part hereof, as well as on the approved construction drawings for the Condominium on file with the City Engineering Department.

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

OK per
J. Starun
12-6-04

should continue beyond one (1) year, City shall hold, and provide advance written notice of, a further 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.

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 Northbrooke, L.L.C.
210 Town Center Drive
Troy Michigan 48084

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

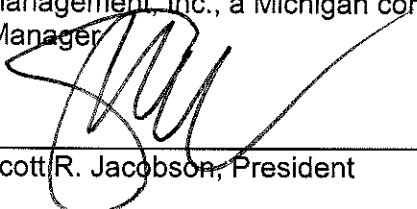
6. **Successors and Assigns.** This Agreement shall be binding upon and benefit the parties hereto and their respective heirs, personal representatives, successors, grantees and assigns. The rights, obligations and responsibilities hereunder and the covenants and restrictions contained herein shall run 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.

Gulf Northbrooke, L.L.C., a Michigan limited liability company
By: SRJ Land Company, LLC a Michigan limited liability company,
Its: Member

By: SRJ-Management, Inc., a Michigan corporation
Its: Manager

By: 
Scott R. Jacobson, President

"City"
City of Rochester Hills

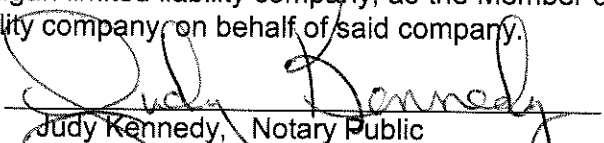
By _____
Pat Somerville
Its: Mayor

And By _____
Beverly A. Jasinski
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of May, 2004, by Scott R. Jacobson, the President of SRJ-Management, Inc., a Michigan corporation, as the Manager of SRJ Land Company LLC, a Michigan limited liability company, as the Member of **Gulf Northbrooke, L.L.C.**, a Michigan limited liability company on behalf of said company.

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



Judy Kennedy, Notary Public
Oakland County, Michigan
My Commission Expires: March 23, 2005
Acting in Oakland County

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____ 2006, Bryan K. Barnett, Mayor, and Jane Leslie 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

EXHIBIT "A"

DESCRIPTION OF PROPERTY

PART OF THE E1/2 OF THE NW1/4 OF SECTION 33, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 33; THENCE S00°28'43"W 60.00 FEET ALONG THE N-S1/4 LINE OF SECTION 33 TO THE SOUTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH) AND FOR A POINT OF BEGINNING; THENCE S89°52'00"W 330.06 FEET ALONG THE SOUTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH); THENCE S00°28'23"W 863.99 FEET; THENCE S89°52'00"W 330.00 FEET TO THE EAST LINE OF "NORTHBROOKE - A SINGH DEVELOPMENT", PART OF NW1/4 OF SECTION 33, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 237 OF PLATS, PAGES 35, 36, 37, 38, 39 AND 40, OAKLAND COUNTY RECORDS; THENCE S00°28'23"W 949.34 FEET ALONG THE EAST LINE OF "NORTHBROOKE - A SINGH DEVELOPMENT", TO THE NORTH LINE OF "BELLE CONE GARDENS NO. 1", PART OF THE W1/2 OF SECTION 33, T3N, R11E, AVON TOWNSHIP (NOW CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 45 OF PLATS, PAGE 37, OAKLAND COUNTY RECORDS; THENCE N89°40'16"E 659.92 FEET ALONG THE NORTH LINE OF "BELLE CONE GARDENS NO. 1", TO THE N-S1/4 LINE OF SECTION 33, AS MONUMENTED BY "BELLE CONE GARDENS NO. 1"; THENCE N00°28'43"E 1811.09 FEET ALONG THE N-S1/4 LINE OF SECTION 33, TO THE SOUTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 910852 SQUARE FEET OR 20.9103 ACRES, MORE OR LESS.

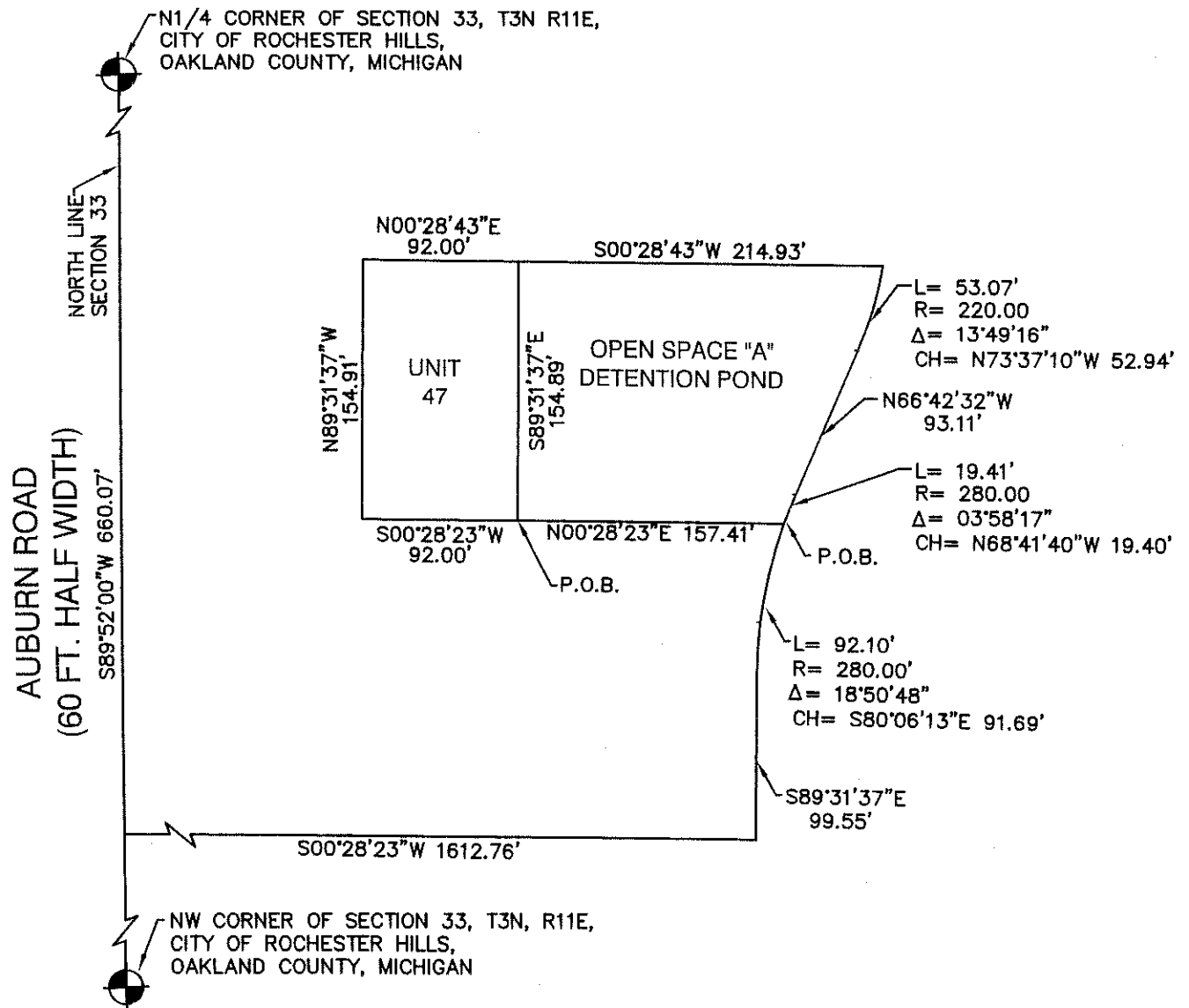
SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

60-11-30
PLANNING DEPT.
ROCHESTER HILLS
M. [Signature]
APPROVED Desc

SKETCH OF OPEN SPACE "A" DETENTION POND AND TEMPORARY SEDIMENTATION BASIN OVER LOT 47

EXHIBIT B

1 of 2



LEGEND

- IRON FOUND
- ⊗ IRON SET
- ⊙ MONUMENT FOUND
- ⊗ MONUMENT SET
- ⊙ SEC. CORNER FOUND
- R. RECORDED
- M. MEASURED
- C. CALCULATED

REVISED 11-04-03
DRAWING AND DESCRIPTION

APPROVED DESC
M. Khan
ROCHESTER HILLS
ENGINEERING DEPT.
09-14-04

EXHIBIT "A"

SHEET 1 OF 2

CLIENT NORTHBROOKE MEADOW	PROJECT NO.	01-159
	DATE	10-28-03
SCALE 1" = 100'	DRAWN BY R.L.H.2	CHECKED BY R.L.H.

FKA

**FAZAL KHAN
AND ASSOCIATES, INC.**

43345 SCHOENHERR ROAD
STERLING HEIGHTS • MICHIGAN • 48313
PHONE (588) 739-8007

CIVIL ENGINEERS • LAND SURVEYORS

Exhibit B 2012

11-05-03 RLH2

01-159 NORTHBROOKE MEADOWS DETENTION POND SEDIMENTATION BASIN

DESCRIPTION OF PROPERTY

PART OF THE E1/2 OF THE NW1/4 OF SECTION 33, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 33; THENCE S00°28'43"W 60.00 FEET ALONG THE N-S1/4 LINE OF SECTION 33 TO THE SOUTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH) AND FOR A POINT OF BEGINNING; THENCE S89°52'00"W 330.06 FEET ALONG THE SOUTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH); THENCE S00°28'23"W 863.99 FEET; THENCE S89°52'00"W 330.00 FEET TO THE EAST LINE OF "NORTHBROOKE - A SINGH DEVELOPMENT", PART OF NW1/4 OF SECTION 33, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 237 OF PLATS, PAGES 35, 36, 37, 38, 39 AND 40, OAKLAND COUNTY RECORDS; THENCE S00°28'23"W 949.34 FEET ALONG THE EAST LINE OF "NORTHBROOKE - A SINGH DEVELOPMENT", TO THE NORTH LINE OF "BELLE CONE GARDENS NO. 1", PART OF THE W1/2, SECTION 33, T3N, R11E, AVON TOWNSHIP (NOW CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 45 OF PLATS, PAGE 37, OAKLAND COUNTY RECORDS; THENCE N89°40'16"E 659.92 FEET ALONG THE NORTH LINE OF "BELLE CONE GARDENS NO. 1" AND TO THE N-S1/4 LINE OF SECTION 33, AS MONUMENTED BY "BELLE CONE GARDENS NO. 1"; THENCE N00°28'43"E 1811.09 FEET ALONG THE N-S1/4 LINE OF SECTION 33, TO THE SOUTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 910853 SQUARE FEET OR 20.9103 ACRES, MORE OR LESS.

APPROVED DESC

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

M. Khan
ROCHESTER HILLS
ENGINEERING DEPT
09-14-04

DESCRIPTION OF OPEN SPACE "A" DENTENTION POND

COMMENCING AT THE N1/4 CORNER OF SECTION 33; THENCE S89°52'00"W 660.07 FEET ALONG THE NORTH LINE OF SECTION 33 AND THE CENTERLINE OF AUBURN ROAD; THENCE S00°28'23"W 1612.76 FEET; THENCE S89°31'37"E 99.55 FEET; THENCE 92.10 FEET ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 18°50'48" AND CHORD BEARING S80°06'13"E 91.69 FEET FOR A POINT OF BEGINNING; THENCE N00°28'23"E 157.41 FEET; THENCE S89°31'37"E 154.89 FEET; THENCE S00°28'43"W 214.93 FEET; THENCE 53.07 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 13°49'16" AND CHORD BEARING N73°37'10"W 52.94 FEET; THENCE N66°42'32"W 93.11 FEET; THENCE 19.41 FEET ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 03°58'17" AND A CHORD BEARING N68°41'40"W 19.40 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF TEMORARY SEDIMENTATION BASIN OVER UNIT 47

COMMENCING AT THE N1/4 CORNER OF SECTION 33; THENCE S89°52'00"W 660.07 FEET ALONG THE NORTH LINE OF SECTION 33 AND THE CENTERLINE OF AUBURN ROAD; THENCE S00°28'23"W 1612.76 FEET; THENCE S89°31'37"E 99.55 FEET; THENCE 92.10 FEET ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 18°50'48" AND A CHORD BEARING S80°06'13"E 91.69 FEET; THENCE N00°28'23"E 157.41 FEET FOR A POINT OF BEGINNING; THENCE S89°31'37"E 154.89 FEET; THENCE N00°28'43"E 92.00 FEET; THENCE N89°31'37"W 154.91 FEET; THENCE S00°28'23"W 92.00 FEET TO THE POINT OF THE BEGINNING.

EXHIBIT "B"

SHEET 2 OF 2

G:\DRAFTING\DRAWINGS\Caddos\Northbrooke Meadows\dwg\Exhibits\ESMITS.DWG, 12/10/2003 11:19:55 AM, brian

CLIENT NORTHBROOKE MEADOWS	PROJECT NO.	01-159
	DATE	10-28-03
SCALE	DRAWN BY	D.L.B.
	CHECKED BY	R.L.H.

FKA

**FAZAL KHAN
AND ASSOCIATES, INC.**

43345 SCHOENHERR ROAD
STERLING HEIGHTS • MICHIGAN • 48313
PHONE (586) 739-8007

CIVIL ENGINEERS • LAND SURVEYORS