

AGREEMENT FOR MAINTENANCE OF  
STORM WATER DETENTION SYSTEM

This agreement is made on October \_\_\_\_\_, 2003 by Farid and Karima Jindo (hereinafter Jindos), whose address is 5772 Springbrook Drive, Troy, MI 48098 and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Jindos, own and occupy the property described in attached as **Exhibit A**; and

WHEREAS, Jindos have 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 **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 until be used solely for the purpose of detaining storm and surface water on the property ↓ such time as: (i) The City may determine and advise Jindos, or their 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. Jindos, shall be responsible for the proper maintenance, repair and replacement of the System and other part thereof, including 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.

3. **Action by City:** In the event Jindos or their successors, grantees, or assigns, neglects or fails at any time to properly maintain the System of any part thereof, the City may notify Jindos or their 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 notices 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 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 (1) year, the City shall hold, and provide advance written notice of a further hearing at which Jindos or their 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 notice 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: Farid Jindo and Karima Jindo

Farid Jindo and Karima Jindo

5772 Springbrook Drive

Troy, MI 48098

To the City

Clerk  
City of Rochester Hills  
1000 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.

By: [Signature]  
Farid Jindo,  
Grantor  
Its: [Signature]  
Karima Jindo,  
Grantor  
CITY OF ROCHESTER HILLS

NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Pat Somerville, Mayor

NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Beverly A. Jasinski, Clerk

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledge before me of October 10, 2003, by Farid Jindo  
and Karima Jindo, Grantors

VICENTE S. PEREZ  
Notary Public, Oakland County, MI  
Acting in OAKLAND Co., MI  
My Commission Expires 09/16/2006

[Signature], Notary Public  
OAKLAND County, Michigan  
My Commission Expires: 9/16/2006

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

This agreement was acknowledge before me of October \_\_\_\_\_, 2003, by Pat Somerville, Mayor,  
and Beverly A. Jasinski, Clerk, of the City of Rochester Hills, on half of the City.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted By:  
J. Timothy Patterson  
1090 West Huron Street  
Waterford, MI 48328

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

APPROVED AS TO FORM  
J. Staran 12/4/2003  
ROCHESTER HILLS COUNSEL

EXHIBIT 'A'

PROPERTY DESCRIPTION

LAND IN THE N.W. 1/4 OF SECTION 33, CITY OF ROCHESTER HILLS, T.3N., R.11E., OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE N.W. CORNER OF SAID SECTION 33; THENCE S.00°45'00"W. 33.00 FT.; THENCE S.89°57'59"E. 53.00 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING S.89°57'59"E. 147.00 FT.; THENCE S.00°45'00"W. 147.00 FT.; THENCE N.89°57'59"W. 147.00 FT.; THENCE N.00°45'00"E. 147.00 FT. TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES OF LAND AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. PARCEL ID NUMBER 15-33-101-001

NOTE: NO TITLEWORK WAS SUPPLIED BY CLIENT. THEREFORE ANY EASEMENTS OF RECORD MIGHT NOT BE SHOWN.

DESC  
M  
#1-06-03

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.

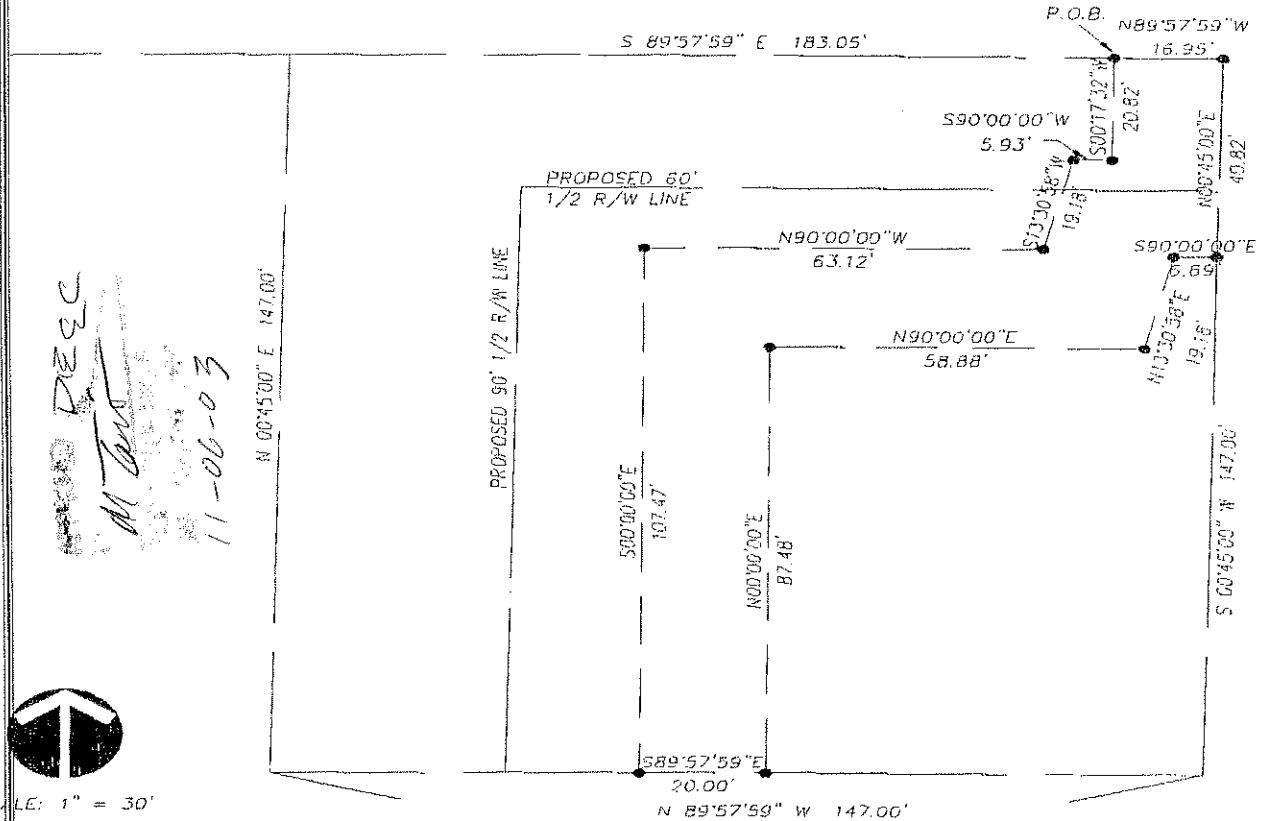
3. **Action by City:** In the event Jindos or their successors, grantees, or assigns, neglects or fails at any time to properly maintain the System of any part thereof, the City may notify Jindos or their successors, grantees, or assigns, in

EXHIBIT 'B'

A R Decker & Associates  
 Consulting Engineers  
 Civil - Structural  
 920 East Long Lake Road  
 Troy, Michigan 48065  
 Telephone (248) 528-3779  
 Facsimile (248) 528-3548

N.W. CORNER  
 SECTION 33 T.3N., R.11E.  
 CITY OF ROCHESTER HILLS  
 OAKLAND COUNTY, MICHIGAN

S 00°45'00" W  
 33.00'



*REC  
 M. J. Jindos  
 11-06-03*



SCALE: 1" = 30'

STORM SEWER EASEMENT

A 20' WIDE STRIP OF LAND IN THE N.W. 1/4 OF SECTION 33, CITY OF ROCHESTER HILLS, T.3N., R.11E., OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE N.W. CORNER OF SAID SECTION 33; THENCE S.00°45'00" W. 33.00 FT.; THENCE S.89°57'59" E. 183.05 FT. TO THE POINT OF BEGINNING; THENCE S.00°17'32" W., 20.82 FT.; THENCE S.90°00'00" W., 5.93 FT.; THENCE S.13°30'58" W., 19.18 FT.; THENCE N.90°00'00" W., 63.12 FT.; THENCE S.00°00'00" E., 107.47 FT.; THENCE S.89°57'59" E., 20.00 FT.; THENCE N.00°00'00" E., 87.48 FT.; THENCE N.90°00'00" E., 58.88 FT.; THENCE N.13°30'58" E., 19.18 FT.; THENCE S.90°00'00" E., 6.69 FT.; THENCE N.00°45'00" E., 40.82 FT.; THENCE N.89°57'59" E., 16.95 FT. TO THE POINT OF ENDING. SUBJECT TO ANY AND ALL EASEMENT AND RESTRICTIONS OF RECORD.

SURVEY SUPPLIED BY: JOSEPH L. BISHOP R.L.S., P.C. JOB NO. 02-039

PARCEL NUMBER 15-33-101-001

NOTE: NO TITLEWORK WAS SUPPLIED BY CLIENT. THEREFORE ANY EASEMENTS OF RECORD MIGHT NOT BE SHOWN.

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.

3. **Action by City:** In the event Jindos or their

successors, grantees, or assigns, neglects or fails at any time to properly maintain the System of any part thereof, the City may notify Jindos or their successors, grantees, or assigns, in