

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

This agreement is made on May 26, 2005, by Executive Place LLC  
A Michigan Limited  
Liability Corp., whose address is 5485 Abbey, Rochester, MI 48306;

and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive,  
Rochester Hills, MI 48309.

**RECITALS:**

WHEREAS, Executive Place LLC owns and occupies the property described in  
attached Exhibit A; and

WHEREAS, Executive Place 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 Approved Site Plan <sup>Attached Exhibit B</sup>; 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 Executive Place LLC, 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. Executive Place 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 by  
J. J. J. J.  
6-14-05

3. **Action by City:** In the event Executive Place LLC or Their successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Executive Place LLC 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 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 Executive Place LLC 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 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 Executive Place LLC :

Executive Place LLC

5485 Abbey

Rochester, MI 48306

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.

WITNESSES:

  
Name: Gillian Malmberg

  
Name: Pietro D'Aleo

By:   
Executive Place LLC  
Frank D'Anna

Its: \_\_\_\_\_  
Member

CITY OF ROCHESTER HILLS

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

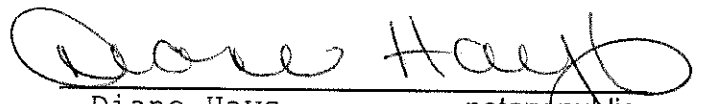
By: \_\_\_\_\_  
Beverly A. Jasinski, Clerk

Name: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF Macomb

This agreement was acknowledged before me on May 26, 2005, by Frank D'Anna, Member of Executive Place LLC on behalf of the Executive Place LLC.



Diane Hays, notary public  
macomb County, Michigan  
My commission expires: \_\_\_\_\_  
DIANE M. HAYS

Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Sep. 14, 2008  
Acting in the County of macomb

STATE OF MICHIGAN  
COUNTY OF OAKLAND

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

Drafted By: Gillian Malmberg  
May 26, 2005

DIANNA ASSOCIATES  
42500 HAYES STE 100  
CLINTON TWP MI 48038

\_\_\_\_\_, notary public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_

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

# EXHIBIT "A"

15-36-352-018 & 15-36-352-019

## **PROPERTY DESCRIPTION**

PART OF LOT 1 AND LOT 2 OF "JOHN R. HIGHLANDS SUBDIVISION" PART OF THE SOUTHWEST 1/4 OF SECTION 36, T.3N., R.11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN (LIBER 52, PAGE 22 O.C.R.), COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36; THENCE ALONG THE WEST SECTION LINE N.02°47'00"E, 33.00 FEET; THENCE S.86°46'00"E., 33.00 FEET TO THE POINT OF BEGINNING; THENCE N.02°47'00"E., 294.94 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59; THENCE ALONG SAID LINE S.87°32'30"E., 500.00 FEET; THENCE S.02°47'00"W., 301.71 FEET; THENCE N.86°46'00"W., 500.00 FEET; TO THE POINT OF BEGINNING, CONTAINING 3.42 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

approved  
by Mike  
Tarrant  
6-17-05

**A P E X**  
ENGINEERING GROUP INC.  
CIVIL ENGINEERING & LAND PLANNING CONSULTANTS

47745 VAN DYKE AVENUE  
SHELBY TOWNSHIP, MI 48317

PHONE: 586-739-5200  
FAX: 586-254-5314

PROJECT:

PROPERTY DESCRIPTION  
FOR "EXECUTIVE  
PLACE" OFFICES

PT. OF THE S.W. 1/4 OF SEC. 36, T.3N., R.11E.,  
CITY OF ROCHESTER HILLS, OAKLAND CO., MI

CLIENT:

EXECUTIVE PLACE LLC.  
42500 HAYES, SUITE 100  
CLINTON TOWNSHIP, MI 48038  
(586) 263-4030

JOB NO: 02-043

DATE: 5/27/05

DRAWN BY: N.P.R.

CHECKED BY: N.P.R.

# EXHIBIT "B"

APPROVED DESC

*M. Card*  
 ROCHESTER HILLS  
 ENGINEERING DEPT.  
 06-17-05

## JOHN R. ROAD

S.W. CORNER  
 SECTION 36  
 T.3N., R.11E.

33.00'

N 02°47'00" E W. LINE SEC. 36

N 86°46'00" W 60.00'

P.O.B. PROPERTY  
 DESCRIPTION

N 02°47'00" E 295.31'

60' R.O.W. LINE

**SOUTH BLVD.**

N 86°46'00" W 473.01'

60' R.O.W. LINE

**PROPOSED OFFICE/  
 MEDICAL BUILDING**

S 87°32'30" E 473.00'

**M-59 FREEWAY**

S. R.O.W. LINE M-59

S 02°47'00" W 301.71'

UNDERGROUND DETENTION SYSTEM

SCALE: 1"=60'



**NORTH**

6/17/05 REVISED  
 6/15/05 REVISED

CLIENT:  
 EXECUTIVE PLACE LLC.  
 42500 HAYES, SUITE 100  
 CLINTON TOWNSHIP, MI 48038  
 (586) 263-4030

JOB NO: 02-043  
 DATE: 6/8/05  
 DRAWN BY: N.P.R.  
 CHECKED BY: N.P.R.

# APEX

ENGINEERING GROUP INC.  
 CIVIL ENGINEERING & LAND PLANNING CONSULTANTS

47745 VAN DYKE AVENUE  
 SHELBY TOWNSHIP, MI 48317

PHONE: 586-739-5200  
 FAX: 586-254-5314

PROJECT:

SITE PLAN  
 FOR "EXECUTIVE  
 PLACE" OFFICES

PT. OF THE S.W. 1/4 OF SEC. 36, T.3N., R.11E.,  
 CITY OF ROCHESTER HILLS, OAKLAND CO., MI