

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

This agreement is made on April 4th, 2024, by **400 North Adams, LLC** (“Owner”), a Michigan limited liability company, whose address is 350 N. Old Woodward Avenue, Suite 300, Birmingham, Michigan 48009, and the **CITY OF ROCHESTER HILLS** (“the City”), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, **400 North Adams, LLC** owns and occupies the property described in attached **Exhibit A**; and

WHEREAS, **400 North Adams, LLC** has proposed, and the City has approved, a storm water drainage and detention system (“the system”) 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 any and all water conveyance, detention and water quality treatment facilities and devices, storm sewer pipe, catch basins, manholes, and swales, 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 **400 North Adams, LLC**, or the successors, grantees or assigns of 400 North Adams, LLC, in writing, that it is no longer necessary to use the detention system 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. **400 North Adams, LLC** shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof as detailed in the Maintenance Plan attached as **Exhibit C**.

B. Proper maintenance of the System shall include, but not limited to: (i) Removing accumulated sediment, trash and debris from the detention system and at inlet pipes; (ii) Maintaining storm sewer and structures; (iii) Controlling the effects of erosion; (iv) Inspection and cleaning of the water quality treatment device; (v) Inspection of inlet and outlet pipes for structural integrity; (vi) Inspection and cleaning of the storm sewer and catch basins upstream from the detention system; and (vii) Any other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System.

3. **Action by City:** In the event **400 North Adams, LLC** or 400 North Adams, LLC's successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify **400 North Adams, LLC** or 400 North Adams, LLC 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 **400 North Adams, LLC** or 400 North Adams, LLC's 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 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 Owner: Manager
 400 North Adams, LLC
 350 N Old Woodward Ave.
 Suite 300
 Birmingham, MI 48009

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.

400 NORTH ADAMS, LLC, a Michigan limited liability company

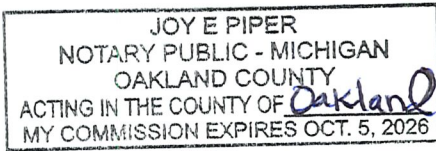
By: [Signature]

Print or type name: Robert Bruce Aikens, Jr.

Title: Manager

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on April 4, 2024, by Robert Bruce Aikens, Jr., who is the Manager of 400 North Adams, LLC, a Michigan limited liability company, on behalf of the Owner.



[Signature], notary public
Oakland County, Michigan
My commission expires: 10/5/26

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 2024, by Bryan K. Barnett, Mayor, of the City of Rochester Hills, on behalf of the City.

_____, notary public
_____, County, Michigan
My commission expires:

Drafted By:
~~(Person's Name & Address)~~ Jim Fielder
350 N. Old Woodward Ave., #300
Birmingham, MI 48009

When Recorded Return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

P. Dan Christ
Approved 4/15/24

Revised 4/4/2024

Spicer Group, Inc.
 230 S. Washington Avenue
 Saginaw, MI 48607
 TEL (989) 754-4717
 FAX (989) 754-4440
 www.SpicerGroup.com

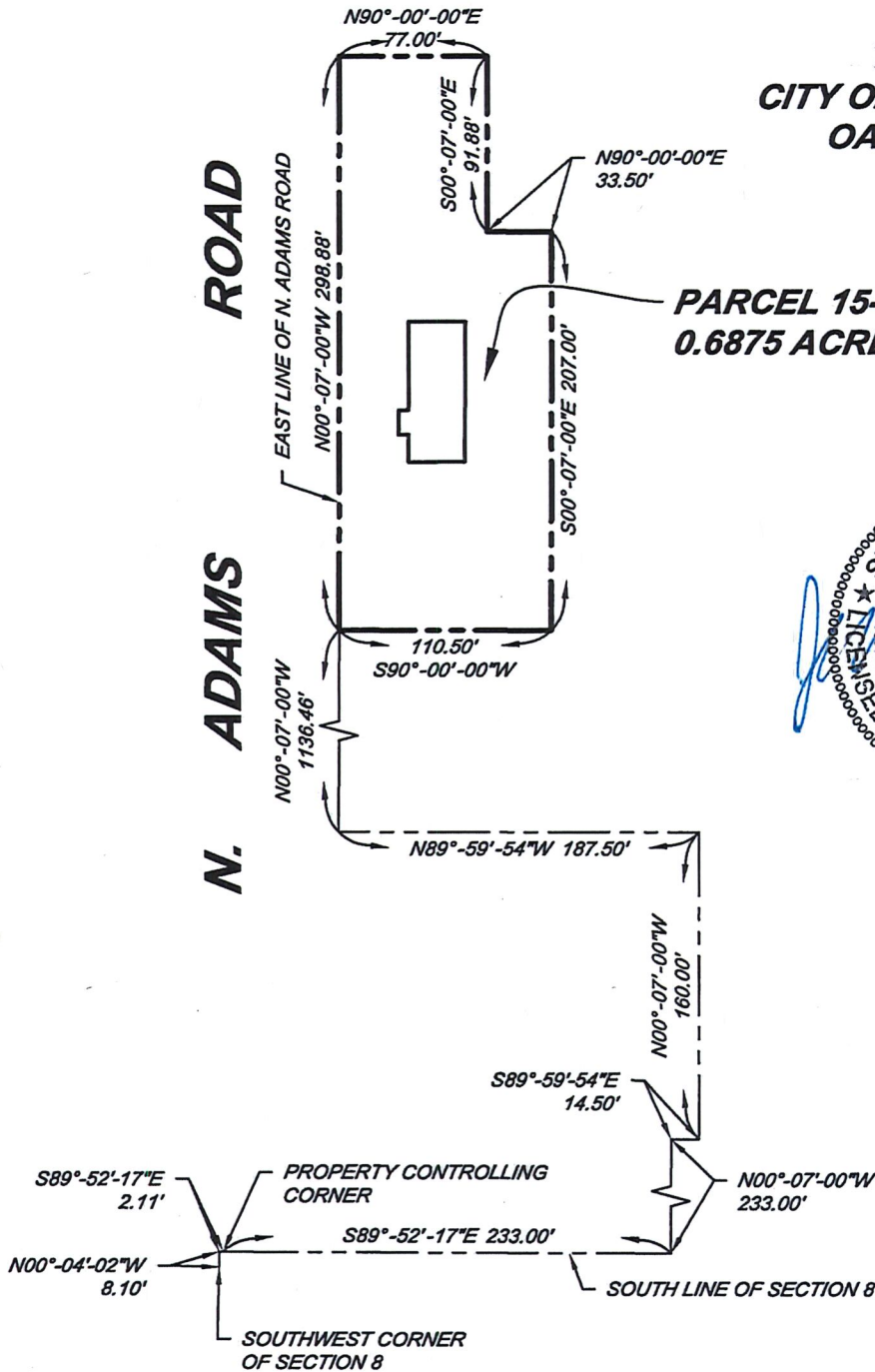


EXHIBIT A
OVERALL PARCEL

SCALE: 1" = 200'

DWG. NO.: A-29441-1

SECTION 8
T.3 N. - R.11 E.
CITY OF ROCHESTER HILLS
OAKLAND COUNTY,
MICHIGAN



PARCEL 15-08-303-037
0.6875 ACRES



TAX ID: 15-08-303-037 DATE: 3-26-2024
 OWNER NAME: 400 North Adams, LLC
 PROPERTY: 400 N. Adams Road
 Rochester Hills, Michigan



Parcel Description:

A part of the Southwest 1/4 of Section 8, T.3 N. - R.11 E., City of Rochester Hills, Oakland County, Michigan, more particularly described as: Commencing at the Southwest corner of said Section 8; thence N.00°-04'-02"W., 8.10 feet along the West line of said Section 8; thence S.89°-52'-17"E., 2.11 feet to a property controlling corner as established in land corner recordation certificate Liber 6311, Page 699, Oakland County Records; thence continuing S.89°-52'-17"E., 233.00 feet; thence N.00°-07'-00"W., 233.00 feet; thence S.89°-59'-54"E., 14.50 feet; thence N.00°-07'-00"W., 160.00 feet; thence N.89°-59'-54"W., 187.50 feet; thence N.00°-07'-00"W., 1136.46 feet, along the East line of Adams Road (120.00 feet wide), to the Point of Beginning; thence N.00°-07'-00"W., 298.88 feet, continuing along the East line of Adams Road; thence East 77.00 feet; thence S.00°-07'-00"E., 91.88 feet; thence East 33.50 feet; thence S.00°-07'-00"E., 207.00 feet; thence West 110.50 feet to the Point of Beginning. Containing 29,946 square feet, or 0.6875 acres, more or less.

REVISED 12/22/23

DRAWN BY: CDS
 CHECKED BY: JRD

PLOT DATE: 3-26-2024
 SHEET 1 OF 1

JOB#: 130328SG2021
 DWG#: A-29441-1

Spicer Group, Inc.
 230 S. Washington Avenue
 Saginaw, MI 48607
 TEL (989) 754-4717
 FAX (989) 754-4440
 www.SpicerGroup.com

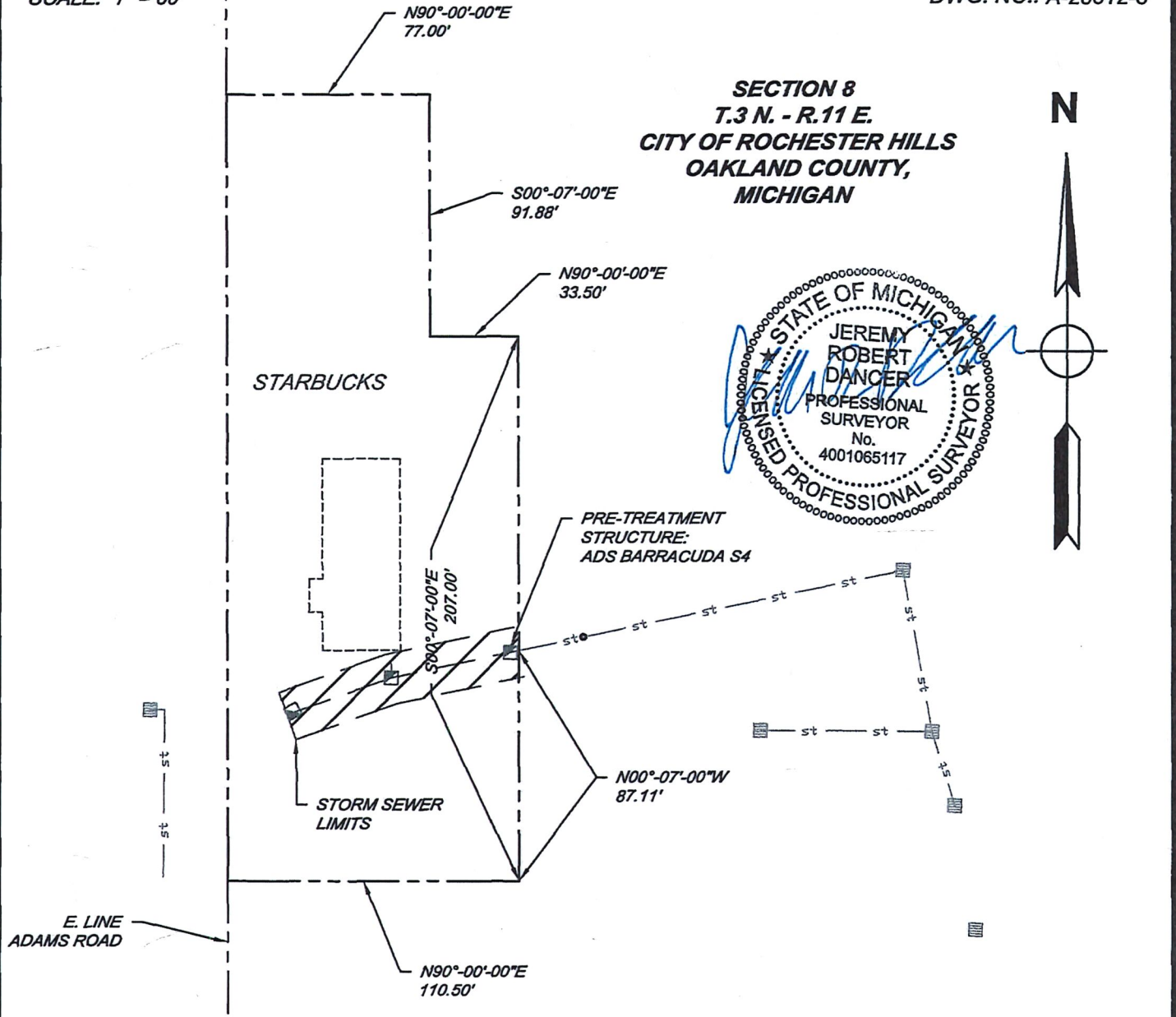


EXHIBIT B

STORM SEWER MAINTENANCE AGREEMENT (SKETCH OF LIMITS)

SCALE: 1" = 60'

DWG. NO.: A-28812-3



SECTION 8
 T.3 N. - R.11 E.
 CITY OF ROCHESTER HILLS
 OAKLAND COUNTY,
 MICHIGAN

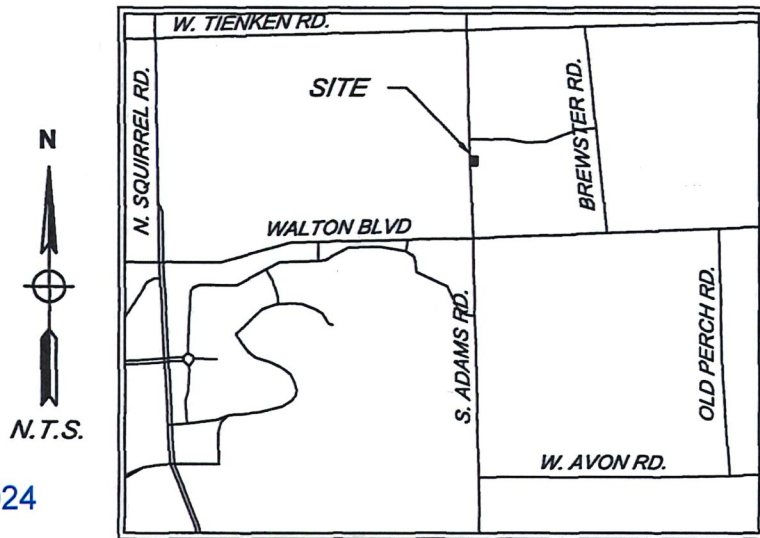


TAX ID: 15-08-303-037
 OWNER NAME: 400 North Adams, LLC
 PROPERTY: 400 North Adams Road
 Rochester Hills, Michigan

DATE: 1/25/2022

LEGEND

 400 NORTH ADAMS, LLC
 MAINTENANCE RESPONSIBILITY



Approved
 A. Swann 4/23/2024

REVISED: 4/19/2024	DRAWN BY: DJG CHECKED BY: JRD	PLOT DATE: 1/25/2022 SHEET 1 OF 1	JOB#: 130328SG2021 DWG#: A-28812-3
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Spicer Group, Inc.
 230 S. Washington Avenue
 Saginaw, MI 48607
 TEL (989) 754-4717
 FAX (989) 754-4440
 www.SpicerGroup.com



EXHIBIT C

STORM WATER MAINTENANCE AGREEMENT (SCHEDULE OF MAINTENANCE)

DWG. NO.: A-28812-4

TABLE 1
 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS					FREQUENCY
	Storm Collection System Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Flow Restrictor Structure & Outlet Pipe	Pavement Areas		
Monitoring/Inspection						
Inspect for Sediment Accumulation/Clogging	X	X	X	X		Annually
Inspect for Floatables, Dead Vegetation & Debris	X	X	X	X		Annually & After Major Events
Inspect for Erosion and Integrity of System	X			X		Annually & After Major Events
Inspect All Components During Wet Weather & Compare to As-Built Plans	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X		Annually
Preventative Maintenance						
Remove Accumulated Sediments	X	X	X	X		As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris	X	X	X	X		As Needed
Sweeping of Paved Surfaces				X		As Needed
Remedial Actions						
Repair/Stabilize Areas of Erosion	X			X		As Needed
Replace Dead Plantings & Reseed Bare Areas	X					As Needed
Structural Repairs	X	X	X	X		As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X		As Needed

NOTE:

Manufactured treatment system to be cleared according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

*OK ARS
4/11/24*

REVISED: 11/14/2022

DRAWN BY: DJG
 CHECKED BY: JRD

PLOT DATE: 1/25/2022
 SHEET 1 OF 1

JOB#: 130328SG2021
 DWG#: A-28812-4

Barracuda[®] Max & Barracuda Maintenance Guide

One of Barracuda's advantages is the ease of maintenance. Like any system that collects pollutants, the Barracuda must be maintained for continued effectiveness. Maintenance is a simple procedure performed using a vacuum truck or similar equipment. The systems were designed to minimize the volume of water removed during routine maintenance, reducing disposal costs.

Contractors can access the pollutants stored in the manhole through the manhole cover. This allows them to gain vacuum hose access to the bottom of the manhole to remove sediment and trash. There is no confined space entry necessary for inspection or maintenance.

The entire maintenance procedure typically takes 2 to 4 hours, depending on the system's size, the captured material, and the vacuum truck's capacity.

Local regulations may apply to the maintenance procedure. Safe and legal disposal of pollutants is the responsibility of the maintenance contractor. Maintenance should be performed only by a qualified contractor.

Inspection and Cleaning Cycle

Periodic inspection is needed to determine the need for and frequency of maintenance. You should begin inspecting as soon as construction is complete and then on an annual basis. Typically, the system needs to be cleaned every 1-3 years.

Excessive oils, fuels or sediments may reduce the maintenance cycle. Periodic inspection is important.

Determining When to Clean

To determine the sediment depth, the maintenance contractor should lower a stadia rod into the manhole until it contacts the top of the captured sediment and mark that spot on the rod. Then push the probe through to the bottom of the sump and mark that spot to determine sediment depth.

Maintenance should occur when the sediment has reached the levels indicated in the Storage Capacity Chart.

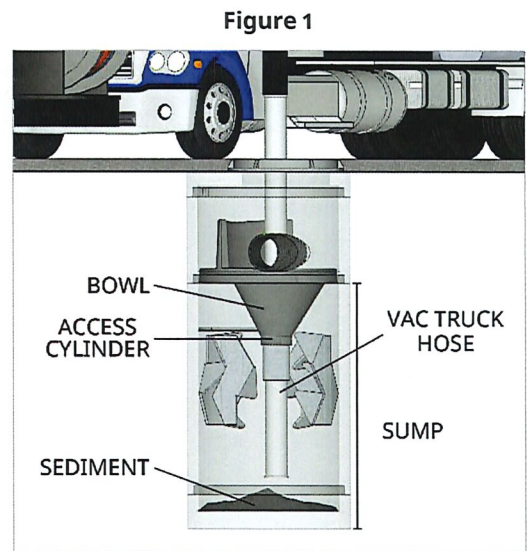


Barracuda Storage Capacities

Model	Manhole Diameter in. (mm)	Total System Volume Gallons (Liters)	Treatment Chamber Capacity Gallons (Liters)	Standard Sediment Capacity (20" depth) Yards ³ (meters ³)	NJDEP Sediment Capacity (50% of standard depth) Yards ³ (meters ³)
S3	36 (900)	264 (999)	212 (803)	0.44 (0.34)	0.22 (0.17)
S4	48 (1200)	665 (2517)	564 (2135)	0.78 (0.60)	0.39 (0.30)
S6	72 (1800)	1497 (5667)	1269 (4804)	1.75 (1.34)	0.88 (0.67)
S8	96 (2400)	4196 (15884)	3835 (14517)	3.10 (2.37)	1.55 (1.19)

Maintenance Instructions

1. Remove the manhole cover to provide access to the pollutant storage. Pollutants are stored in the sump, below the bowl assembly visible from the surface. Access this area through the 8" (200 mm), 10" (250 mm), 15" (375 mm) or 20" (500 mm) diameter access cylinder.
2. Use a vacuum truck or other similar equipment to remove all water, debris, oils and sediment. See figure 1.
3. Use a high pressure hose to clean the manhole of all the remaining sediment and debris. Then, use the vacuum truck to remove the water.
4. Fill the cleaned manhole with water until the level reaches the invert of the outlet pipe.
5. Replace the manhole cover.
6. Dispose of the polluted water, oils, sediment and trash at an approved facility.
 - a. Local regulations prohibit the discharge of solid material into the sanitary system. Check with the local sewer authority for authority to discharge the liquid.
 - b. Some localities treat the pollutants as leachate. Check with local regulators about disposal requirements.
 - c. Additional local regulations may apply to the maintenance procedure.



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adspipe.com
 1-800-821-6710