

STORM SEWER SYSTEM MAINTENANCE AGREEMENT

(WoodSpring Suites Detroit Rochester Hills)

THIS STORM SEWER SYSTEM MAINTENANCE AGREEMENT ("Agreement") is made this 21st day of October, 2016 by and between the City of Rochester Hills, a Michigan municipal corporation (the "City"), whose address is 1000 Rochester Hills Drive, Rochester, Michigan 48309-3033, and WoodSpring Suites Detroit Rochester Hills LLC, a Kansas limited liability company ("Developer") whose address is 8621 East 21st North, Suite 250, Wichita, Kansas 67206.

RECITALS

- A. Developer is the owner of real property located in the City of Rochester Hills, Oakland County, Michigan, depicted and described on attached Exhibit A (the "Property").
- B. Developer intends to develop the Property as a hotel to be known as WoodSpring Suites ("Development").
- C. The Development will alter the natural flow of surface and storm water drainage.
- D. Developer will provide a permanent method for the support and upkeep of the detention facilities.
- E. Developer has proposed and the City has approved a storm water drainage and detention system (the "Storm Sewer System") as shown on the plans attached as Exhibit B ("Storm Sewer Plan").
- F. Both the Developer and the City will benefit from the proper operation, use and maintenance of the Storm Sewer System and desire to enter into this Agreement for the use and maintenance of the Storm Sewer System.

NOW THEREFORE, in consideration of less than \$100 and the mutual promises contained herein, the parties hereto agree as follows:

1. Storm Sewer System. Pursuant to the terms of this Agreement, Developer hereby makes available the right to use, maintain, replace and repair the Storm Sewer System, including but not limited to the detention basin areas and the storm sewer lines within the Development and delineated in the Storm Sewer Plan. Components of the Storm Water System shall be used

solely for the purpose of conveying and detaining storm and surface drainage in the Development until such time as: (i) the City determines and notifies the Developer or Developer's successors and assigns in writing that it is no longer necessary to convey, or detain the storm and surface drainage; and (ii) an adequate alternative for conveying and detaining storm and surface drainage has been provided which is acceptable to the City and which includes the granting of any easements to the City or third parties as may be required or necessary for the alternative drainage system

2. Maintenance of Storm Sewer System. The Developer shall be responsible for the proper maintenance, repair and replacement of the Storm Water System and all of its parts as set forth in the Maintenance Schedule and Checklist attached hereto as Exhibit C (the "Maintenance Plan"). In no event shall the detention basin areas be used for any purpose other than detention of surface water without the prior written consent of the City.

3. Failure to Maintain Storm Sewer System. In the event the Developer fails at any time to maintain the Storm Sewer System (including without limitation the detention basin) in reasonable order and condition, the City may serve written notice upon the Developer setting forth the manner in which the Developer has failed to maintain the Storm Sewer System in a reasonable condition and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof. The notice shall further state the date and place of a hearing thereon before the City Council or other such board, body or official to whom the City shall delegate such responsibility, which shall be held at least fourteen (14) days after the date of the notice. At such hearing, the City Council or other designated board, body or official may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may give an extension of the time within which such deficiencies shall be cured.

Thereafter, if the deficiencies set forth in the original notice, or in the modification thereof, shall not be cured within the time allowed, the City may maintain the Storm Water System for a period of one (1) year. Such maintenance by the City shall not be construed as a trespass, constitute a taking of the Storm Sewer System, nor vest in the public any rights to use or enter the Storm Water System. Thereafter, if the Developer does not properly maintain the Storm Water System, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the Storm Water System for another year, and subject to a similar notice, hearing and determination in subsequent years.

In the event the City determines an emergency condition caused by or relating to the Storm Water System threatens the public health, safety or general welfare, the City shall have the right to immediately and without notice enter the Storm Water System and undertake appropriate corrective action.

4. Charges. The cost of any maintenance by the City, plus a ten percent (10%) administrative fee, shall be assessed against the Developer and, if not timely paid, added to the tax rolls, which charges shall be a lien and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

In the event the City declares the existence of an emergency upon, caused by or relating to the Storm Sewer System, and the City takes appropriate corrective action, the City shall have the right to charge and collect the costs for such corrective action, as provided in this Agreement.

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 the Developer: WoodSpring Suites Detroit Rochester Hills LLC
8621 East 21st North, Suite 250
Wichita, Kansas 67206

To the City: City Clerk
CITY OF ROCHESTER HILLS
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

6. Successors and Assigns. This Agreement shall constitute restrictions and covenants running with the Property. This Agreement shall be binding upon and benefit the parties and their respective transferees, successors and assigns.

7. Recording. This Agreement shall be recorded at the Oakland County Register of Deeds.

DATED: _____, 2016 CITY OF ROCHESTER HILLS, a Michigan municipal corporation

By: _____

Its: Mayor

and

By: _____

Its: Clerk

(signatures continue on following pages)

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Acknowledged before me on _____, 2016 by _____,
the Mayor, and _____, the Clerk, of the City of Rochester Hills, a
Michigan municipal corporation, on behalf of the corporation.

Notary Public

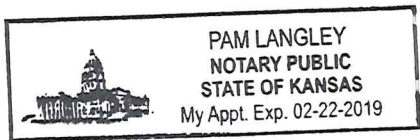
County, MI
Acting in Oakland County, MI
My Commission Expires: _____

WOODSPRING SUITES DETROIT ROCHESTER
HILLS LLC

By: Scott Frey
Scott Frey
Its: VP Controller

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Subscribed, sworn to and acknowledged before me on 10/21, 2016, by
Scott Frey, VP Controller of WoodSpring Suites Detroit Rochester Hills LLC, a Kansas
limited liability company, on behalf of the company.



Pam Langley
Notary Public

My Commission Expires: _____

When recorded, return to:
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

TAX PARCEL ID: 15-30-176-010

Drafted By:
Karl N. Hesse
Foulston Siefkin LLP
1551 N. Waterfront Pkwy.
Ste 100
Wichita, KS 67206

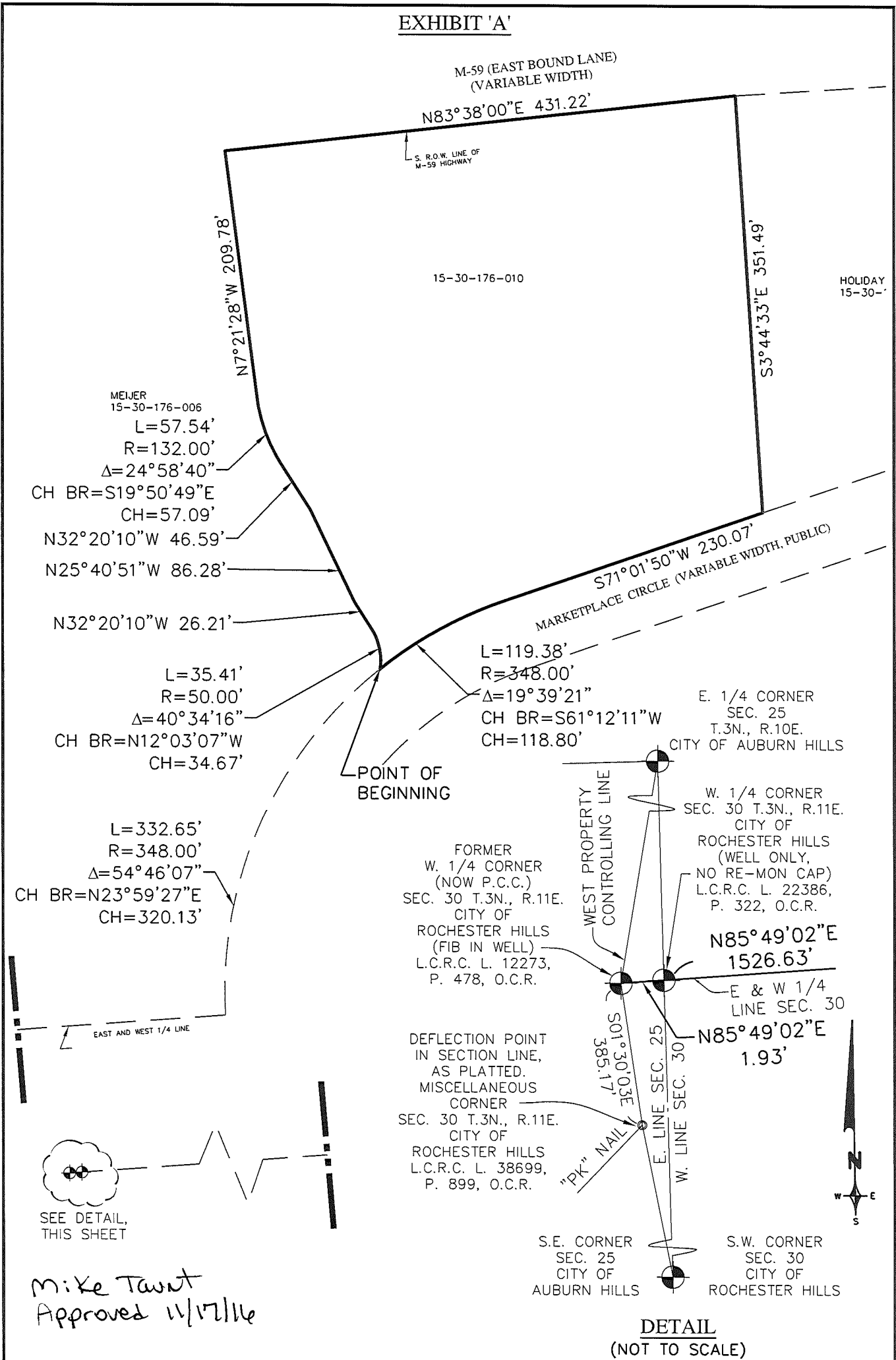
John Staran
Approved 11/16/16

EXHIBIT A TO STORM SEWER SYSTEM MAINTENANCE AGREEMENT

PROPERTY

(see attached)

EXHIBIT 'A'



DETAIL
(NOT TO SCALE)

REVISIONS		
ITEM	DATE	BY

**BOUNDARY SKETCH
WOODSPRING SUITES
ROCHESTER HILLS, MICHIGAN**

Z E I M E T W O Z N I A K
& ASSOCIATES
Civil Engineers & Land Surveyors
55800 GRAND RIVER AVE. SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	8/12/16	SCALE	HOR: 1" = 100'
DESIGNED BY	SRB	JOB NO.	15154
DRAWN BY	SRB	SHEET NO.	1/2
			FIELD BOOK NO.
			© COPYRIGHT 2016

EXHIBIT 'A'

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

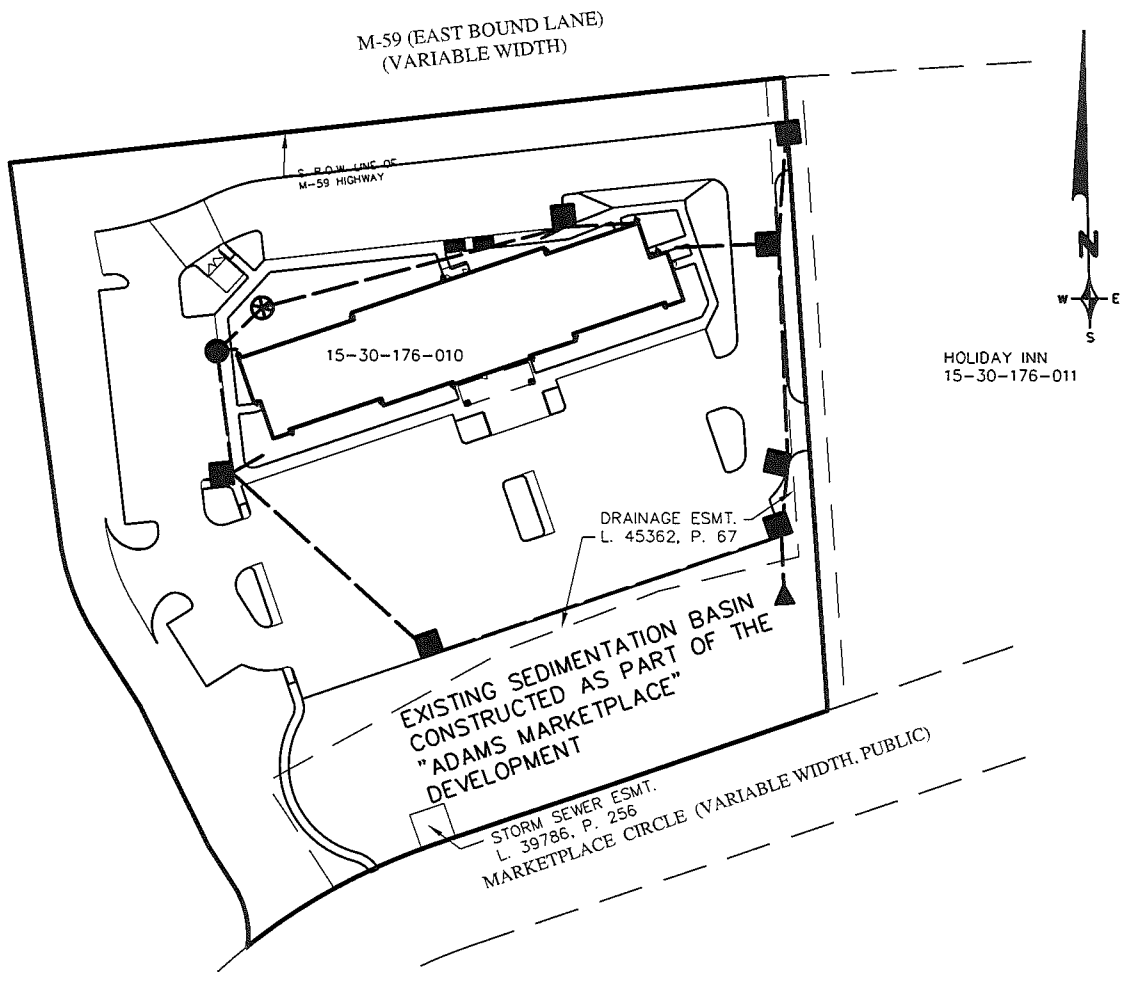
LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, MICHIGAN, DESCRIBED AS:

PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWN 3 NORTH, RANGE 11 EAST, COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID QUARTER CORNER BEING NORTH 85 DEGREES 49 MINUTES 02 SECONDS EAST 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST QUARTER LINE OF SAID SECTION 30 FROM A PROPERTY-CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST QUARTER CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST QUARTER LINE NORTH 85°49'02" EAST 1,526.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE 332.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 348.00 FEET, CENTRAL ANGLE 54°46'06" AND A CHORD THAT BEARS NORTH 23°59'27" EAST 320.13 FEET TO THE POINT OF BEGINNING; THENCE 35.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 50.00 FEET, CENTRAL ANGLE 40°34'16" AND A CHORD THAT BEARS NORTH 12°03'07" WEST 34.67 FEET; THENCE NORTH 32°20' 10" WEST 26.21 FEET; THENCE NORTH 25°40'51" WEST 86.28 FEET; THENCE NORTH 32°20'10" WEST 46.59 FEET; THENCE 57.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 132.00 FEET, CENTRAL ANGLE 24°58'40" AND A CHORD THAT BEARS NORTH 19°50'49" WEST 57.09 FEET; THENCE NORTH 07°21'28" WEST 209.78 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY NORTH 83°38'00" EAST 431.22 FEET; THENCE SOUTH 03°44'33" EAST 351.49 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: SOUTH 71°01'50" WEST 230.07 FEET, AND 119.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 348.00 FEET, CENTRAL ANGLE 19°39'21" AND A CHORD THAT BEARS SOUTH 61°12'11" WEST 118.80 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. -15-30-176-010

REVISIONS			LEGAL DESCRIPTION WOODSPRING SUITES ROCHESTER HILLS, MICHIGAN		DATE	SCALE	
ITEM	DATE	BY			8/12/16	HOR: 1" = N/A	
			Z EIMET W OZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DESIGNED BY	JOB NO.	© COPYRIGHT 2016	
				SRB	15154		
			DRAWN BY	SHEET NO.			
			SRB	2/2			

EXHIBIT 'B'



REVISIONS			STORMWATER MANAGEMENT SYSTEM WOODSPRING SUITES ROCHESTER HILLS, MI	DATE	SCALE	
ITEM	DATE	BY		8/12/16	HOR: 1" = 100'	FIELD BOOK NO.
			Z E I M E T W O Z N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DESIGNED BY	JOB NO.	© COPYRIGHT 2016
				SRB	15154	
				DRAWN BY	SHEET NO.	
				SRB	1/1	

EXHIBIT B TO STORM SEWER SYSTEM MAINTENANCE AGREEMENT

Storm Sewer Plan

(see attached)

EXHIBIT C

**Operation and Maintenance Inspection Checklist
Woodspring Suites, Rochester Hills, Michigan**

Maintenance Activities	System Component				Frequency
	Catch Basins, Inlets, & Manholes	Storm Sewer Pipe	Sedimentation Basin	Flow Restrictors, Overflow Structures, Outlet Pipes, & Rip-Rap	
Monitoring/Inspection					
• Inspect for sediment accumulation*	X	X	X	X	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X	Annually and after major events
• Inspect for erosion			X		Annually
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X	Annually
• Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging and misalignment	X	X		X	Annually
• Inspect for invasive plant species			X		Annually
• Ensure means of access for maintenance remain clear/open	X	X	X	X	Annually
Preventative Maintenance					
• Remove accumulated sediment	X	X	X	X	As needed *
• Professional application of herbicide for invasive plant species that may be present			X		As needed
• Remove floatables, dead vegetation and debris	X	X	X	X	As needed
Remedial Actions					
• Structural repairs	X	X	X	X	As needed
• Repair/stabilize areas of erosion			X	X	As needed
• Make adjustments/repairs to ensure proper functioning	X	X	X	X	As needed

* Sediment Basin is to be cleaned whenever sediment accumulates to a depth of 5-12 inches or when re-suspension of sediment is observed.

Date: _____

Inspector: _____

Inspector Comments: _____

Condition of Systems: _____

Remedial Actions Required: _____

Date Remedial Actions Completed: _____

By: _____

**EXHIBIT C
TO THE STORMWATER MAINTENANCE AGREEMENT**

**Operation and Maintenance Schedule
Woodspring Suites, Rochester Hills, Michigan**

Maintenance Activities	System Component				Frequency
	Catch Basins, Inlets & Manholes	Storm Sewer Pipe	Sedimentation Basin	Flow Restrictors, Overflow Structures, Outlet Pipes, & Rip-Rap	
Monitoring/Inspection					
• Inspect for sediment accumulation*	X	X	X	X	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X	Annually and after major events
• Inspect for erosion			X	X	Annually
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X	Annually
• Inspect inside of structures and pipes for cracks, spalling, joint failures, settlement, sagging and misalignment	X	X			Annually
• Inspect for invasive plant species			X		Annually
• Ensure means of access for maintenance remain clear/open	X	X	X	X	Annually
Preventative Maintenance					
• Remove accumulated sediment	X	X	X	X	As needed *
• Professional application of herbicide for invasive plant species that may be present			X		As needed
• Remove floatables, dead vegetation and debris	X	X	X	X	As needed
Remedial Actions					
• Structural repairs	X	X	X	X	As needed
• Repair/stabilize areas of erosion			X	X	As needed
• Make adjustments/repairs to ensure proper functioning	X	X	X	X	As needed

* Sediment Basin is to be cleaned whenever sediment accumulates to a depth of 5-12 inches or when re-suspension of sediment is observed.