

**AGREEMENT FOR MAINTENANCE OF
STORM WATER SYSTEM**

This agreement is made on August 23, 2024, by ROCHESTER HILLS MARKETPLACE, LLC, a Michigan limited liability company, whose address is 251 East Merrill St., Suite 205, Birmingham, MI 48009, ("**Developer**") and the CITY OF ROCHESTER HILLS ("**City**"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Developer owns and occupies the property described in attached **Exhibit A**; and

WHEREAS, Developer has proposed, and the City has approved, a storm water drainage 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, 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 Developer or Developer's successors, grantees or assigns, 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. Developer 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 Developer or Developer's successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Developer or Developer's 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 Developer or Developer'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 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:

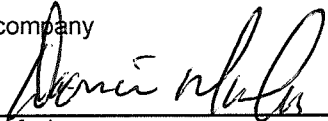
To Developer: Rochester Hills Marketplace, LLC
 251 E Merrill, Suite 236
 Birmingham, MI 48009

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.

ROCHESTER HILLS MARKETPLACE, LLC, a Michigan limited liability company

By: 
Doraid Markus
Its: Manager

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on August 23, 2024, by Doraid Markus, who is the Manager of Rochester Hills Marketplace, LLC, a Michigan limited liability company, on behalf of said company.



NATASHA OURO
My Commission Expires
April 18, 2030
County of Oakland
Acting in the County of OAKLAND

Natasha Ouro
Natasha Ouro, notary public
OAKLAND County, Michigan
My commission expires: April 18, 2030

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:
Bradley F. Scobel, Esq.
SK Detroit Law Partners, P.C.
2000 Town Center, Ste. 1500
Southfield, Michigan 48075

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

P. Daw Christ
Approved 9/18/24

Approved
SB
City of Rochester Hills
09/30/2024

EXHIBIT A

LEGAL DESCRIPTIONS

PARENT PARCEL
(Per Amrock, LLC Commitment Order No.C000124785, Commitment Date September 22, 2021)

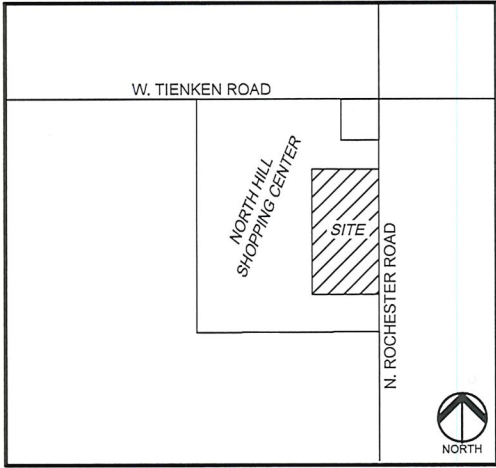
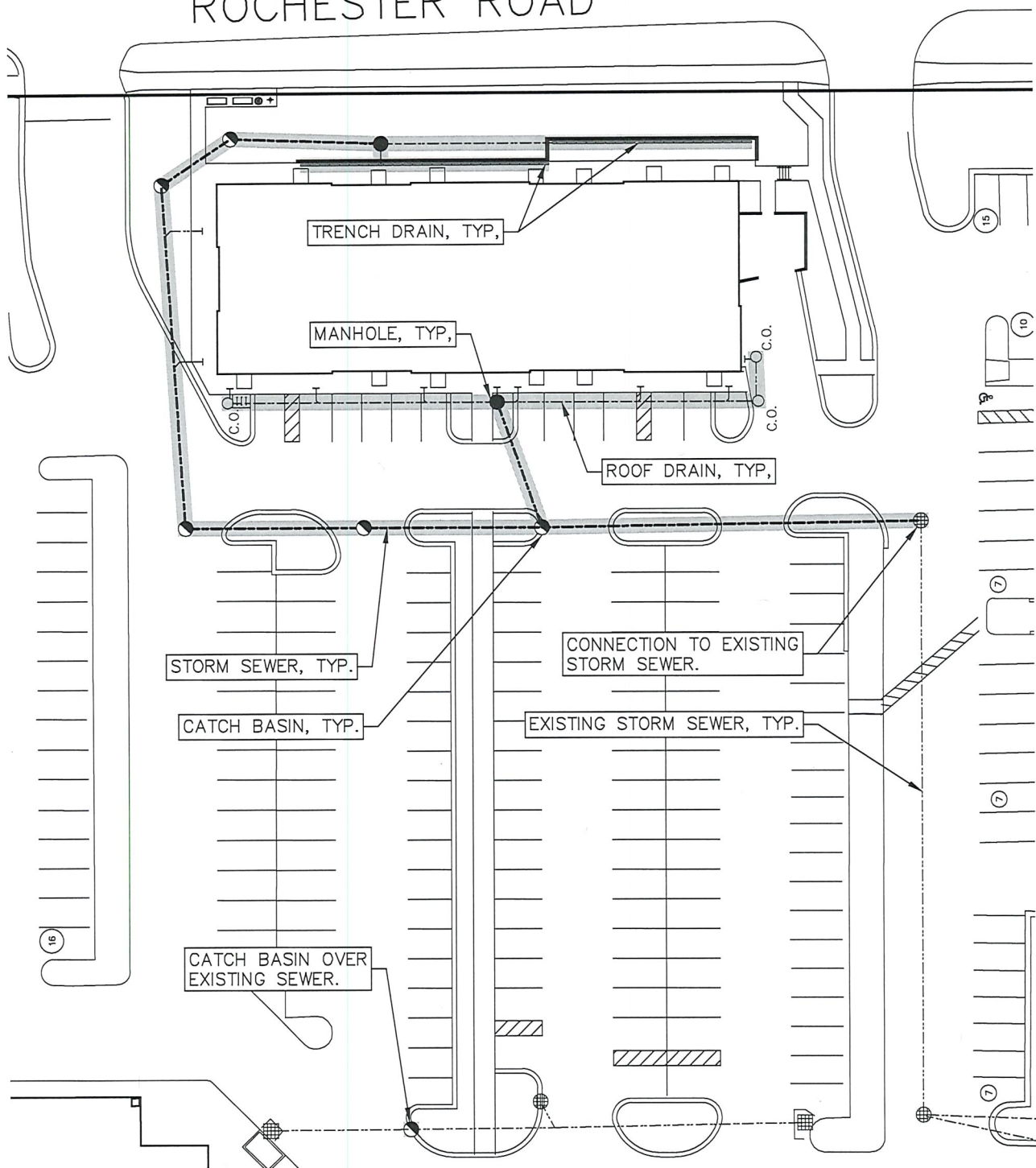
Land situated in the City of Rochester Hills in the County of Oakland in the State of Michigan

Part of Lot 1 of NORTH HILL SUBDIVISION, as recorded in Liber 78, Page 36 of Plats, Oakland County Records, and part of the Northeast 1/4 of Section 10, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, more particularly described as: Beginning at the Northwest corner of said Lot 1; thence along the Northerly lot line and the Southerly line of Tienken Road, 120 feet wide, South 89 degrees 10 minutes East 475.00 feet; thence South 1 degree 00 minutes West 135.00 feet; thence South 89 degrees 10 minutes East 125.00 feet; thence along the Easterly line of said Lot 1, also being the Westerly line of Rochester Road, 120.00 feet wide, South 1 degree 00 minutes West 630.40 feet; thence along the Southerly line of said Lot 1 and its extension Easterly North 89 degrees 10 minutes West 600.00 feet; thence along the Westerly line of said Lot 1, North 1 degree 00 minutes East 765.40 feet to the point of beginning.

#15-10-226-041

EXHIBIT "B"

ROCHESTER ROAD



LOCATION MAP
NO SCALE

MARKUS MANAGEMENT GROUP, LLC
STORM SEWER SYSTEM
MAINTENANCE RESPONSIBILITY

STORMWATER NARRATIVE:
Stormwater enters the storm sewer system through a series of catch basins with snouted outlet pipes and roof drains. This system addition outlets to the existing 12" storm sewer on site.



NORTH

Approved 9/13/24
ARS City of RH

PEA
GROUP

t: 844.813.2949
www.peagroup.com

MARKUS MANAGEMENT GROUP, LLC
251 EAST MERRILL ST., SUITE 205
BIRMINGHAM, MI 48009

0 25 50
SCALE: 1" = 50'

SHEET 1 OF 1
AUGUST 2, 2024
21-0512

EXHIBIT "C"

STORMWATER MANAGEMENT SYSTEM – PERMANENT MAINTANANCE

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORMWATER MANAGEMENT SYSTEM
MAINTENANCE TASKS AND SCHEDULE

POST CONSTRUCTION



MAINTENANCE ACTIVITIES

FREQUENCY

MONITORING/INSPECTION			
Inspect for sediment accumulation**	X	X	Annually
Inspect for floatables, dead vegetation and debris	X	X	Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	Annually
Ensure means of access for maintenance remain clear/open	X	X	Annually
Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging, and misalignment	X	X	Annually
PREVENTIVE MAINTENANCE			
Remove accumulated sediment	X	X	As needed**
Remove floatables, dead vegetation and debris	X	X	As needed
REMEDIAL ACTIONS			
Structural repairs or replacement in kind	X	X	As needed
Make adjustments/repairs to ensure proper functioning	X	X	As needed

* NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.

** STORM STRUCTURES TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

MARKUS MANAGEMENT GROUP, LLC
251 EAST MERRILL ST., SUITE 205
BIRMINGHAM, MI 48009

Approved 9/13/24
ARS City of RH

SHEET 1 OF 1
AUGUST 2, 2024
21-0512

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