

## AGREEMENT FOR STORM WATER SYSTEM MAINTENANCE

This Agreement is made on October 7, 2016, by DD Rochester LLC, a Michigan limited liability company, of 27750 Stansbury, Suite 200, Farmington Hills, MI 48334, ("Developer"), and the CITY OF ROCHESTER HILLS (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Developer owns and proposes to develop the Property described in attached Exhibit A; and

WHEREAS, the proposed development of the Property will alter the natural flow of surface and storm water drainage; and

WHEREAS, Developer has proposed, and the City has approved, a storm water drainage and detention system (the "System") comprised of storm water detention and water quality treatment facilities and devices, storm sewer pipe, catch basins, manholes, end-sections, ditches, swales, open water courses and rip-rap, for the Property as described and depicted in the Storm Water System Plan attached as Exhibit B; and

WHEREAS, the parties will benefit from the proper operation, use and maintenance of the System and 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, end sections, ditches, swales, open water courses and rip-rap, shall be used solely for the purpose of conveying, detaining and treating storm and surface drainage on the property until such time as: (i) The City determines and notifies Developer or Developer's successors, grantees or assigns, in writing, that it is no longer necessary to convey, detain or treat the storm and surface drainage; and (ii) An adequate alternative for conveying, detaining and treating 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:

A. Developer shall be responsible for the proper maintenance, repair and replacement of the System and all parts thereof as detailed in the Maintenance Plan attached as Exhibit C.

B. Proper maintenance of the System shall include, but is not limited to: (i) Removing accumulated sediment, trash and debris from the detention system and at inlet pipes; (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, end-sections and safety features; (iv) Inspection of inlet and outlet pipes for structural integrity; (vii) Inspection and replacement of riprap at outlet pipes; (viii) Inspection and cleaning of the storm sewer and catch basins upstream from the detention system; (ix) Inspection and replacement of stone around the outlet pipe; and (x) Any other maintenance that is reasonable and necessary to facilitate and continue the proper and use of the System.

3. Action by City:

If, at any time, Developer or Developer's successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Developer or Developer's successors, grantees or assigns. The notice shall be in writing and shall list and describe maintenance deficiencies and demand that they be corrected within thirty (30) days.

The notice shall further specify a 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 as the City Council may designate. At the hearing, the City Council (or other designated board or official) may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may extend the time for the deficiencies to be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake the necessary corrective actions, and the City may maintain the System for up to one (1) year. Such maintenance of the System by the City shall not be construed to be a trespass or a taking of the Property, nor shall the City's actions vest in the public any right to enter or use the Property. Thereafter, if Developer or Developer's successors, grantees or assigns do not properly maintain the System, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the 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 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 under this agreement, plus a ten percent (10%) administrative fee. If not timely paid, the City may place 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 DD Rochester LLC:

27750 Stansbury, Suite 200  
Farmington Hills, MI 48334  
Attn: Ryan Dembs

To the City:

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 benefits, burdens, rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the Property and any divisions thereof.

7. Recording of Agreement:

This agreement shall be recorded at the Oakland County Register of Deeds.

DD ROCHESTER LLC  
A Michigan Limited Liability Company

By: [Signature]  
Ryan Dembs  
Its: Member

CITY OF ROCHESTER HILLS

By: \_\_\_\_\_  
Bryan Barnett, Mayor

By: \_\_\_\_\_  
Tina Barton, Clerk

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on Oct 7, 2016, by Ryan Dembs, Member of DD Rochester LLC, a Michigan Limited Liability Company, on behalf of the Company.

**ANDREW BELZ**  
Notary Public - Michigan  
Oakland County  
My Comm. Expires 2-16-2022

[Signature]  
OAKLAND, Notary Public  
County, Michigan  
My Commission Expires: 2-16-2022

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

This agreement was acknowledged before me on \_\_\_\_\_, by Bryan Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted by:  
Thomas Gizoni  
Alpine Engineering, Inc.  
46892 West Road, Suite 109  
Novi, MI 48377

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

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

*John Staran  
Approved 10/11/16*

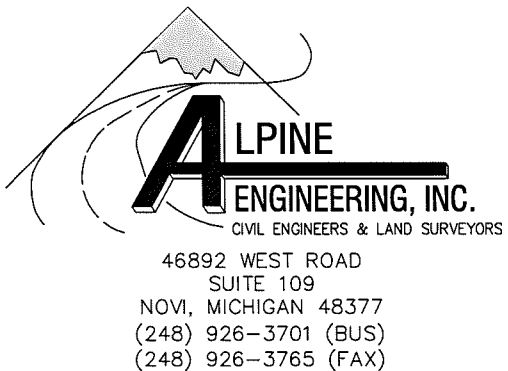
# EXHIBIT A

## LEGAL DESCRIPTION:

T3N, R11E, SEC 36 JOHN R HIGHLANDS E 150 FT OF LOT 57,  
ALSO ALL OF LOT 58, ALSO W 125 FT OF LOT 59, EXC THAT  
PART TAKEN FOR M-59 HWY RELOCATION OF ALL SD LOTS

PARCEL NO. 15-36-352-025

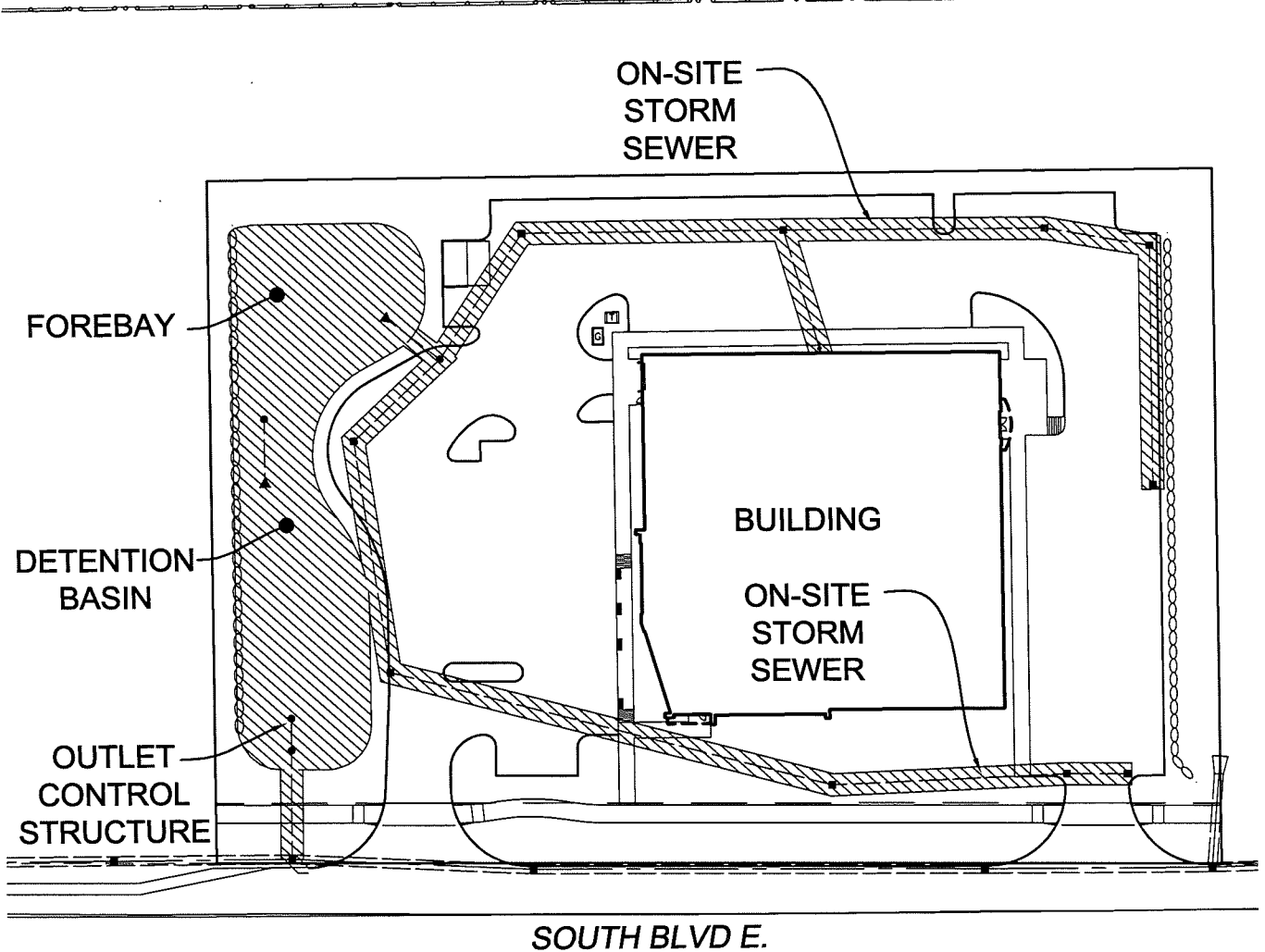
Mike Tawnt  
Approved 10/11/16




|  |   |
|--|---|
| CLIENT:<br><b>DEMBS DEVELOPMENT, INC.</b>  | DATE: 2016-10-05  |
|  | DRAWN BY: TG  |
|  | CHECKED BY: TG  |
|  |   |
| <b>EXHIBIT A</b>   |   |
| <b>1191 SOUTH BOULEVARD E.</b><br>SECTION: 36 TOWNSHIP: 3 N. RANGE: 11 E.<br>CITY OF ROCHESTER HILLS<br>OAKLAND COUNTY<br>MICHIGAN | FBK: --<br>CHF: --<br>SCALE HOR 1" = FT.<br>VER 1" = -- FT. |
|  | 1   |
|  | 16-127  |

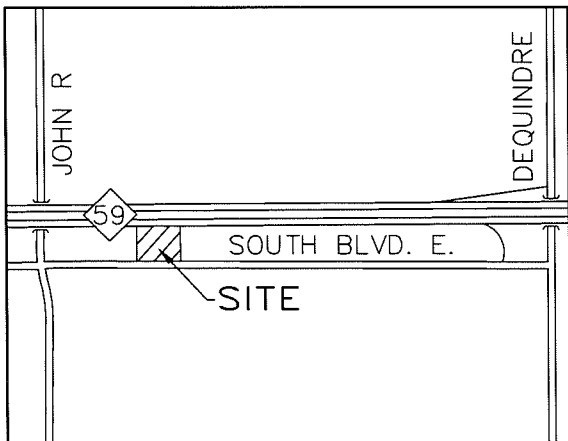
# EXHIBIT B

M-59

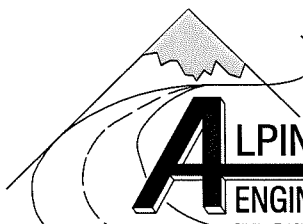


## LEGEND

 PROPERTY OWNER STORM WATER MANAGEMENT SYSTEM MAINTENANCE RESPONSIBILITY

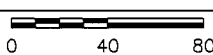


**LOCATION MAP**  
NOT TO SCALE



**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

|   |  |  |
|---|--|--|
| CLIENT:<br><b>DEMBS DEVELOPMENT, INC.</b>   |  | DATE: 2016-10-05   |
| <b>EXHIBIT B</b>  |  | DRAWN BY: TG   |
|   |  | CHECKED BY: TG   |
| 1191 SOUTH BOULEVARD E.<br>SECTION: 36 TOWNSHIP: 3 N. RANGE: 11 E.<br>CITY OF ROCHESTER HILLS<br>OAKLAND COUNTY<br>MICHIGAN |  | <br>0 40 80 |
|   |  | FBK: --<br>CHF: --<br>SCALE HOR 1" = 80 FT.<br>VER 1" = -- FT.                                   |
|   |  | 1<br>16-127  |

# EXHIBIT C

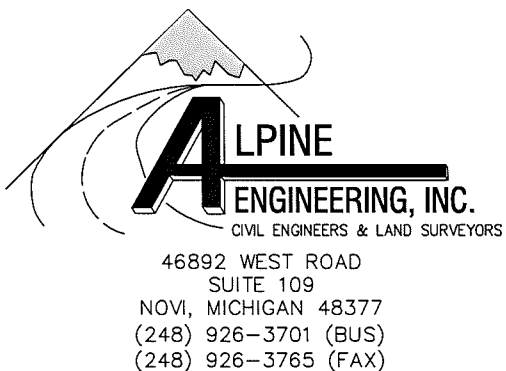
## PERMANENT MAINTENANCE TASKS AND SCHEDULE

| Maintenance Activities  | SYSTEM COMPONENT                       |                                     |                           |   |           |         |                | Frequency                       |
|---|--|-------------------------------------|---------------------------|---|-----------|---------|----------------|---------------------------------|
|   | Catch Basins, Inlets, and Storm Sewers | Inlets to forebay & Detention Basin | Forebay & Detention Basin | Outlet Control Structures & outlet pipe | Spillways | Rip-Rap | Pavement Areas |                                 |
| <b>Monitoring/Inspection</b>  |  |                                     |                           |   |           |         |                |                                 |
| Inspect for sediment accumulation                                     | X                                      | X                                   | X                         | X                                       | X         |         |                | Annually                        |
| Inspect for floatables and debris                                     | X                                      | X                                   | X                         | X                                       | X         |         |                | Annually & after major events   |
| Inspection for erosion  | X                                      | X                                   | X                         | X                                       | X         | X       |                | Annually & after major events   |
| Monitor plantings/vegetation  |  |                                     | X                         |   |           |         |                | 2 times per year                |
| Inspect all components during wet weather & compare to as-built plans | X                                      | X                                   | X                         | X                                       | X         | X       |                | Annually                        |
| Ensure Maintenance access remain open/clear                           | X                                      | X                                   | X                         | X                                       | X         | X       |                | Annually                        |
| <b>Preventative Maintenance</b>                                       |  |                                     |                           |   |           |         |                |                                 |
| Mowing  |  |                                     | X                         |   |           |         |                | As needed, select areas only *  |
| Remove accumulated sediments  | X                                      | X                                   | X                         | X                                       |           |         |                | As needed **                    |
| Remove floatables, debris, invasive & dead vegetation                 | X                                      | X                                   | X                         | X                                       | X         |         |                | As needed                       |
| Replace or wash & reuse risers stone filters                          |  |                                     | X                         | X                                       | X         | X       |                | Every 3 years, or as needed *** |
| Sweeping of paved surfaces  |  |                                     |                           |   |           |         | X              | As needed                       |
| <b>Remedial Actions</b>   |  |                                     |                           |   |           |         |                |                                 |
| Repair/stabilize areas of erosion                                     |  | X                                   | X                         |   | X         | X       |                | As needed                       |
| Replace dead plantings and trees, re-seed bare areas                  |  |                                     | X                         |   | X         |         |                | As needed                       |
| Structural repairs  | X                                      | X                                   | X                         | X                                       | X         | X       |                | As needed                       |
| Make adjustments/repairs to ensure proper functioning                 | X                                      | X                                   | X                         | X                                       | X         | X       |                | As needed                       |

\* Not to exceed the length allowed by local community ordinance

\*\* Forebay and detention basin system to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if, sediment resuspension is observed.

\*\*\* Replace stones if they cannot be adequately cleaned



|   |  |
|---|--|
| CLIENT:<br><b>DEMBS DEVELOPMENT, INC.</b>   | DATE: 2016-10-05                           |
| <b>EXHIBIT C</b>  | DRAWN BY: TG                               |
|   | CHECKED BY: TG                             |
| 1191 SOUTH BOULEVARD E.<br>SECTION: 36 TOWNSHIP: 3 N. RANGE: 11 E.<br>CITY OF ROCHESTER HILLS<br>OAKLAND COUNTY<br>MICHIGAN | 0  |
|   | FBK: --                                    |
|   | CHF: --                                    |
|   | 1  |
|   | SCALE HOR 1" = --- FT.<br>VER 1" = --- FT. |