

**AGREEMENT FOR
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made on _____, by _____ L&R Homes Inc. _____ ("Developer"), a [Michigan corporation.] whose address is _____ 2490 Walton Blvd, Ste 103, Rochester Hills, MI 48309 _____; 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

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

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, pumping system, 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, pumping system, 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 basin and at inlet pipes; (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, end-sections and safety features; (iv) Controlling the effects of erosion; (v) Inspection and cleaning of the water quality treatment device; (vi) Inspection of inlet and outlet pipes for structural integrity; (vii) Inspection and replacement of riprap at inlet pipes; (viii) Inspection and cleaning of the storm sewer and catch basins upstream from the detention basin; (ix) Inspection and replacement of stone around the outlet pipe; and (vi) Any other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System.

3. Transfer of Control to Homeowners Association:

In the event Developer or Developer's successors, grantees or assigns later transfer or convey their interest in or control over the Property and the System to a homeowners association, the association members shall each bear their prorata share of the costs of maintaining the System (including any property taxes levied thereon), which shall constitute a lien against each member's lot or parcel. This obligation shall apply to and burden the homeowners association and the association members' lots and shall run with the land regardless of whether the obligation is stated in the homeowners association's or members' deeds.

4. 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.

5. Charges:

A. 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.

B. If the System is conveyed to a homeowners association, the City shall charge the association 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. The City may, at its option, subrogate to the right of the association against the association members to recover the cost. Prior to exercising its right of subrogation, the City shall provide thirty (30) days advance written notice to the association members. Association members shall each bear their prorata share of the costs of maintaining the System (including any property taxes levied thereon). The City may place unpaid charges on the City's tax roll, which charges shall be a lien on the member's lot or parcel and shall be collectable and enforceable in the same manner general property taxes are collected and enforced. The prorated share of the costs shall be based on the ratio of each lot to the total number of lots in the development, not including lots owned by the association.

6. 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: L&R Homes, Inc.
2490 Walton Blvd, Ste 103

To the City: Rochester Hills, MI, 48309
City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

7. 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.

8. Recording of Agreement:

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

L&R HOMES, INC

By: 
Lorenzo Randazzo

Its: President

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

By: Jane Leslie, Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on 5/16/08, by Lorenzo Randazzo, President of L&R Homes, Inc, a Michigan corporation, on behalf of the corporation.

Judy Bopp, notary public
County, Michigan
My commission expires: JUDY BOPP *acting in Oakland Co*

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

JUDY BOPP
Notary Public, Oakland County, MI
My commission expires 05-03-11

Drafted By:

VITORA RANDAZZO 2490 WILSON BLVD

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

SUITE 103
ROCH. HILLS
MICH. 48309

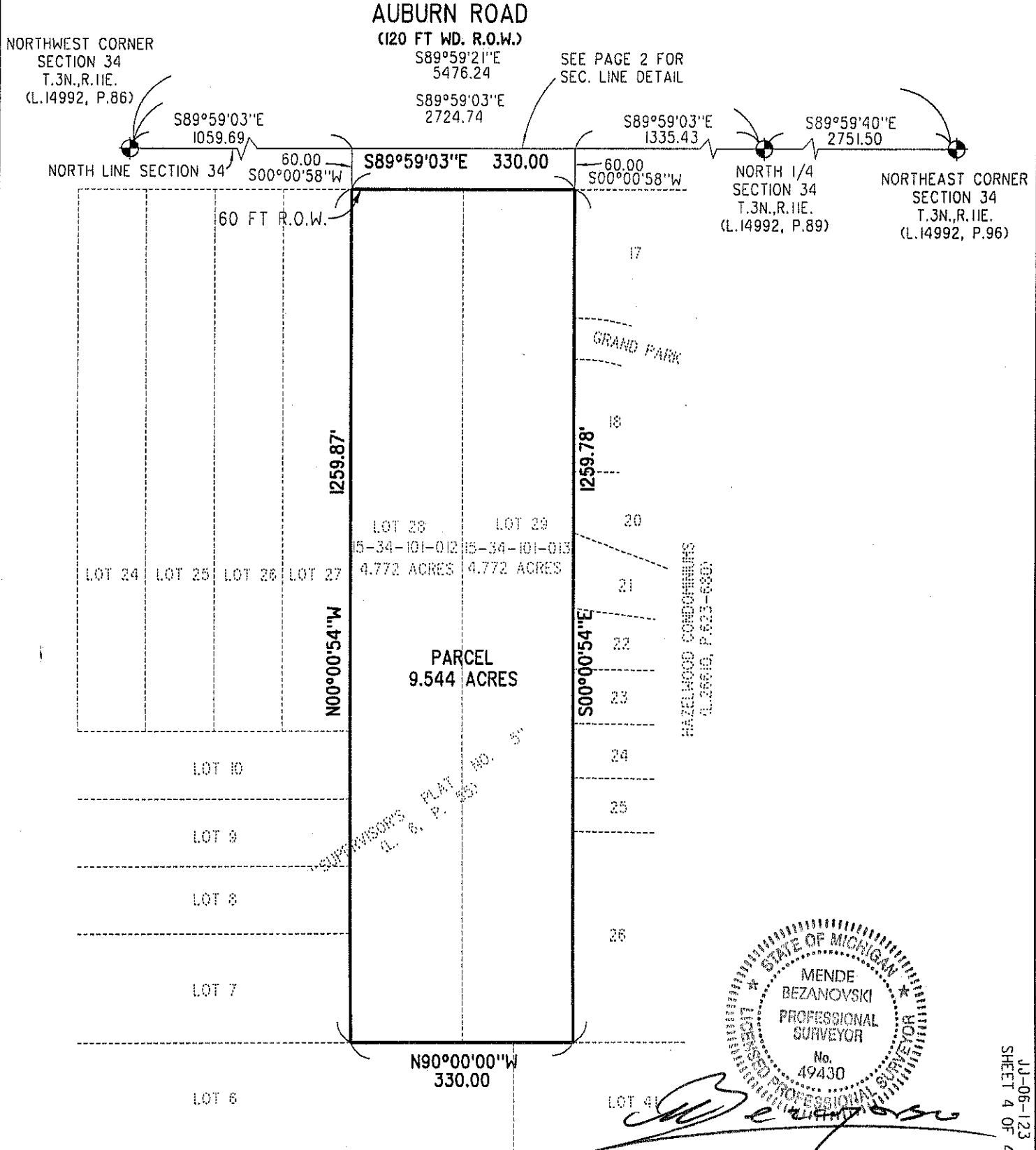
Notary public
County, Michigan
My commission expires:

EXHIBIT A

LEGAL DESCRIPTION:

Part of the NW 1/4 of Section 34, T.3N., R.11E., Rochester Hills, Oakland County, Michigan, being more particularly described as follows:
 Lot 28 and Lot 29 of "Supervisor's Plat No. 5," as recorded in Liber 6, of Plats, Page 55, Oakland County Records, also described as:
 Beginning at a point which is S89°59'03"E 1059.69 feet along the North line of Section 34 and the centerline of Auburn Road (120 ft. wd. R.O.W.) and S00°00'58"W 60.00 feet from the Northwest 1/4 Corner of Section 34; thence S 89°59'03"E 330 feet along the North line of said Lot 28 and 29; thence S00°00'54"E 1259.78 feet along the East line of Lot 29 and the West line of Hazelwood Condominiums (L.26610, P.623-680); thence N90°00'00"W 330 feet along the South line of Lot 28 and 29; thence N00°00'54"W 1259.87 feet along the West line of Lot 28 to the point of beginning. Containing 415,741 square feet --- 9.544 acres (Net), more or less.

Subject to the rights of the public and any governmental unit in any part of land taken thereof, used or deeded for street, road or highway purposes.



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CLIENT: L & R HOMES
DATE: 01-20-06 JZ

JJ ASSOCIATES, INC.
Civil Engineering and Surveying

MCS ASSOCIATES, INC.
4444 MOUND ROAD, SUITE 100
STERLING HEIGHTS, MICHIGAN 48314
TELEPHONE (586) 726-6310 FAX (586) 726-0042

EXHIBIT B

PINE WOODS CONDOMINIUM STORM WATER SYSTEM

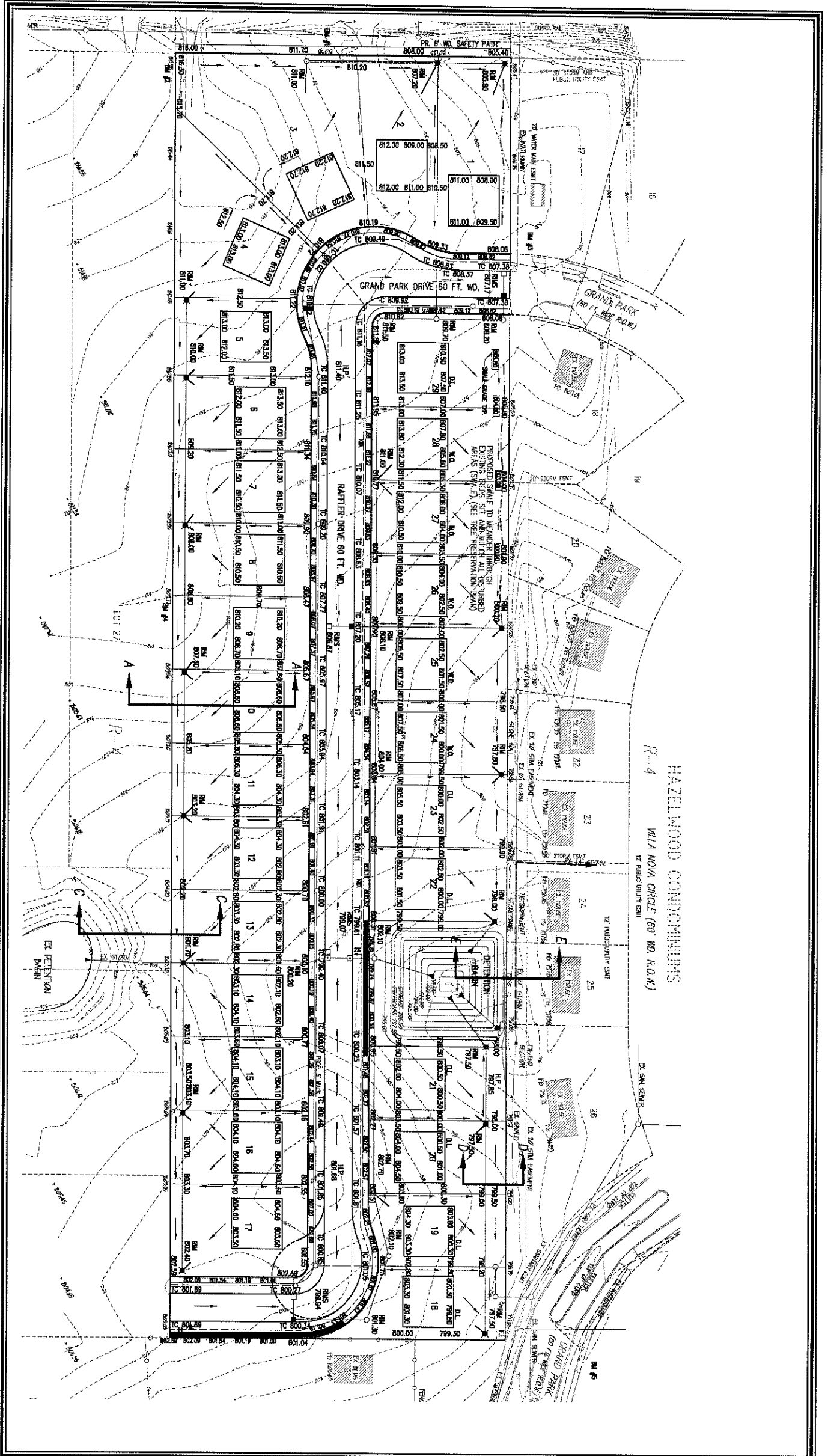


EXHIBIT C

Storm Water Management Plan

Pine Woods Condominiums

System Description:

The site consists of a series of stormwater conveyances through open channels, piped and an engineered detention basin.

- 1) The site consists of one stormwater detention basin sized to detain storm water as per the Oakland County Drain Commission Standards (O.C.D.C.), a 10 year storm. The basin has an outlet output of 1.89 cubic feet per sec and has a maximum storage time of 89.56 min.
- 2) Storage Elevation from 791.00' to 796.50' or 22,917 cubic feet of storage is provided.
- 3) 7688 ft of engineered swales.
- 4) 6342 ft of storm pipe of various sizes and 39 various storm drains.
- 5) Detention basin surrounding freeboard landscaped to provide a buffer/screen with a combination of shrubs, shade trees, lawn area and screening arborvitae hedge adjacent to Hazelwood Condominiums.

Maintenance:

Detention Basin:

- Inspect drains and outlets regularly for clogging and shall be cleaned and repaired as necessary- monthly upon completion, then a regular frequency should be established or at least quarterly or after major rain events .
- Inspect and if necessary repair, side slopes, banks, berms, and spillways for erosion annually and after major rain events.
- Inspect quarterly and after each major rain event, the facility should be cleaned of accumulated debris and floatables.
- Vegetation and landscaping shall be trimmed or maintained as appropriate, buffer area surrounding basin edges shall be mowed annually.
- Inspect basin and perimeter annually (July) for invasive species (i.e. buckthorn(common & glossy), loosestrife, phragmites, honeysuckle and autumn olive) that out-compete native vegetation.
- If necessary have a qualified professional annually (May or September) selectively herbicide invasive species.

Property Management:

- Perform annually common area maintenance.
- Inspect basin monthly and after major rain events for signs of chemicals. (solvents, gas, diesel, paint, etc.) Identify and remove/dispose of properly.
- Review maintenance plan annually.

The anticipated cost of maintaining the system is approximately \$35 per lot, (29 lots) annually based on the above mentioned tasks. Final cost estimates should be obtained from a lawn care company and generally increase yearly maintenance budget 3-4% annually. The above statements are made on the assumption the facility is maintained and performs to the expected design life of 25+ years.