

**AGREEMENT FOR
LOW PRESSURE SEWER SYSTEM
CONSTRUCTION AND MAINTENANCE**

This AGREEMENT is made and entered into this 25th day of October, 2017, by and among the City of Rochester Hills ("City"), a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309, VASP, Inc. ("Developer"), a Michigan corporation, whose address is 14955 Technology Dr., Shelby Township, MI 48315, and Villas at Shadow Pines Association ("Association"), a Michigan Non Profit Corporation, whose address is 14955 Technology Dr., Shelby Township, MI 48315.

This Agreement is made with reference to the following facts:

Developer is the owner and developer of a certain real property located in the City of Rochester Hills, Oakland County, MI, which real property is more particularly described in attached Exhibit A (the "Property").

Developer intends to develop the Property as a residential community to be known as Villas at Shadow Pines, a residential condominium development (hereinafter known as the "Development").

The Association was formed to own, operate and maintain the common areas and common facilities within the Development.

Developer has proposed and the City has approved a low pressure sewer system as shown in attached Exhibit B (the "Approved Plan"). The Developer, Association and City will benefit from the proper operation, use and maintenance of the sewer system and desire to enter into this binding contract relative to the construction, use and maintenance of the sewer system.

Due to the configuration and location of the Units (the "Low Pressure Units") within the Development as shown in attached Exhibit C, all facilities built within the Development will be served by a low pressure sewer system (the "Low Pressure Sewer System"). The Low Pressure Sewer System will pump sewage effluent from the Low Pressure Units to the Low Pressure Sewer Main Lines serving the Development.

Accordingly, the parties desire to set forth their respective responsibilities, as well as the responsibilities for the future purchasers-owners of the Low Pressure Units with respect to the installation, operation and maintenance of the Low Pressure Sewer System.

NOW, THEREFORE, in consideration of the service provided by the City and contributions of facilities by Developer to the City and the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **Definitions.** "Private Laterals", as concerns the Low Pressure Units means and includes all of the following facilities: a gravity sewer service line from the buildings with sewer service to a private low pressure grinder pump station; a private low pressure grinder pump station which provides the motive force for the low pressure sewer system; a pressure discharge line with associated valving from the private low pressure grinder pump station to the low pressure sewer main line, and the connection of the pressure discharge line to the Low Pressure Sewer Main Line;

"Low Pressure Sewer Main Lines", means the following facilities: the low pressure sewer main line located in dedicated roadways or easements, low pressure flushing connections, the connection of the low pressure sewer main line to the gravity sewer system, and other associated facilities, but not including the "Private Laterals".

2. **Construction of Private Laterals.** Each of the Owners (including initial purchaser and successors-in-interest) of the Low Pressure Units shall be solely responsible for constructing, and shall own, the Private Laterals portion of the Low Pressure Sewer System. Private Laterals shall be constructed to meet or exceed City minimum standards as outlined in City's "Development Procedures, Design Standards and Construction Specifications, latest edition (City Standards). The Owners of the Low Pressure Units and their builders and contractors shall consider location, elevation, depth of bury, surface features over the lateral and other factors that may affect the operation, maintenance, and protection of the Private Lateral, including freezing. It shall be the responsibility of the Owners of the Low Pressure Units and their builders and contractors to determine the depth at which the Private Laterals are installed to prevent freezing.

3. **Construction of the Low Pressure Sewer Main Lines.** Developer shall install at its sole expense, the Low Pressure Sewer Main Lines and any other facilities located in the Development which are deemed by the City to be necessary to carry sewage effluent from the Low Pressure Units. Developer shall construct the Low Pressure Sewer Main Lines strictly in compliance with the approved construction plan and specifications in accordance with procedures outlined in the City Standards. The City reserves the right to decline to accept the Low Pressure Sewer Main Line until all City requirements for acceptance, as defined on the City's preconstruction checklist, are resolved to the satisfaction of the City.

4. **Responsibility Maintaining Private Laterals.** Although owned by the Owners of the Low Pressure Units, the Private Laterals are regarded to be an integral component of the Low Pressure Sewage System, and must, therefore, be properly maintained on an ongoing basis. Each of the Owners of the Low Pressure Units shall be solely responsible for all costs related to or arising from the maintenance, repairs and replacement of the Private Laterals for the Low Pressure Units. Each owner is required to have their Private Lateral inspected annually by a licensed plumber. The City shall have no liability or responsibility for the operation, maintenance, repair or replacement of, or any costs arising from or relating to, the Private Laterals. All emergency repairs and investigations, questions, complaints, repair requests and other inquiries from the Owners of the Low Pressure Units shall be directed to, and resolved by, the Association. The City shall have no duty or responsibility to respond to any such items, nor shall the City have any liability or damages resulting from the operation of, or any failures in, the Private Laterals.

5. **Responsibility for Maintenance and Operation of Low Pressure Sewer Main Lines.** The City shall be responsible for operation, maintenance, repairs and replacement of the Low Pressure Sewer Main Lines after acceptance of same by the City. All questions, complaints, repair requests and other inquiries from the Owners of the Low Pressure Units, however, shall first be directed to, and investigated by, the Association. If the Association determines that the questions, complaints, repair requests, or other inquiries are a result of a problem with the Low Pressure Sewer Main Lines, the Association shall then contact the City for assistance.

6. **Indemnity.** To the fullest extent permitted by law, Developer and Association jointly and severally agree to indemnify and hold the City harmless from all liability, responsibility and costs arising from or relating to maintenance, operation of and problems arising from the Private Laterals.

7. **Failure to Maintain Private Laterals.** In the event an Owner fails at any time to maintain the Low Pressure Unit's Private Lateral in reasonable repair and condition, the City may serve written notice upon the Owner setting forth the manner in which the Owner has failed to maintain the Private Lateral, and such notice shall include a demand that deficiencies of maintenance be cured within a reasonable period of time to be specified by the City in the notice.

Thereafter, if the deficiencies set forth in the notice are not cured within the time allowed, the City may enter onto the premises to perform the necessary repair or maintenance. Such repair or maintenance by the City shall not be construed as a trespass, constitute a taking of the Private Lateral, nor vest in the public any rights to use the Private Lateral.

In the event the City determines an emergency condition caused by or relating to the Private Lateral threatens the public health, safety or general welfare, the City shall have the right to immediately and without notice enter onto the premises to perform the necessary corrective action on the Private Lateral.

8. **Charges.** The cost of any Private Lateral repair or maintenance by the City, plus a ten percent (10%) administrative fee, shall be charged to the Owner of the Low Pressure Unit and, if not timely paid, shall be added to the property tax roll, which charges shall be a lien on the Owner's unit and shall be collectable and enforceable in the same manner as general property taxes are collected and enforced.

9. **Notice.** Any notices required under this Agreement shall be sent by certified mail to the address set forth below, or to such other addresses as such party may notify the other parties in writing:

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

To the Developer: VASP, Inc.
14955 Technology Dr.
Shelby Township, MI 48315

To the Association: Villas at Shadow Pines Association
14955 Technology Dr.
Shelby Township, MI 48315

10. **Successors and Assigns, etc.** This Agreement shall constitute obligations, restrictions and covenants running with the Property and the condominium and condominium units being developed thereon. The parties make this Agreement on behalf of themselves and their respective successors, grantees, and assigns, and hereby warrant that they have the authority and capacity to make this contract.
11. **Recording.** This Agreement shall be recorded at the Oakland County Register of Deeds.
12. **Non-Severability of Provisions.** The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of the Agreement, and shall provide grounds for termination of the Agreement at the option of the parties in the exclusive discretion of each of them.
13. **Waiver.** Any waiver by any party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.
14. **Complete Agreement; Amendment.** This Agreement constitutes the entire and complete agreement of the parties and supersedes any prior agreement or understanding relative to the subject matter herein. This Agreement may not be amended or modified except by an instrument in writing signed and dated by the parties hereto (or their successors or assigns).
15. **Governing Law.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Michigan.
16. **Default.** In the event of default by any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.
17. **Time of Essence.** Time is of the essence with respect to the performance of each and every obligation hereunder.
18. **Cooperation.** The parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.
19. **Knowledge.** The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.
20. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

Developer: VASP, Inc., a Michigan corporation

By: Mark Gesuale

Name: Mark Gesuale

Its: President

STATE OF MICHIGAN
COUNTY OF MACOMB

The foregoing instrument was acknowledged before me this 25th day of October, 2017,
by Mark Gesuale, who is the President of VASP, Inc. a Michigan corporation, on behalf of the corporation.

KRISTIE WHITCOMB
Notary Public, State of Michigan
County of Macomb
My Commission Expires 10-17-2021
Acting in the County of Macomb

Kristie Whitcomb
Kristie Whitcomb, Notary Public
Macomb County, Michigan
My Commission Expires: 10-17-2021

John Staran
Approved 2-16-18

Association: Villas at Shadow Pines Association
a Michigan non profit corporation

By: _____

Name: Demetrios J. Polyzois

Its: President

STATE OF MICHIGAN
COUNTY OF MACOMB

The foregoing instrument was acknowledged before me this 25th day of October, 2017,
by Demetrios J. Polyzois, who is the President of Villas at Shadow Pines Association, a Michigan nonprofit
corporation, on behalf of the corporation.

KRISTIE WHITCOMB
Notary Public, State of Michigan
County of Macomb
My Commission Expires 10-17-2021
Acting In the County of Macomb

Kristie Whitcomb
Kristie Whitcomb, Notary Public
Macomb County, Michigan
My Commission Expires: 10-17-2021

City: **CITY OF ROCHESTER HILLS**
a Michigan Municipal Corporation

By: _____

Bryan K. Barnett

Its: Mayor

By: _____

Tina Barton

Its: Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 2018
by Bryan K Barnett, Mayor and Tina Barton, Clerk, of the City of Rochester Hills, a Michigan municipal corporation, on
behalf of the corporation.

Drafted By: Jim Polyzois 14955 Technology Dr. Shelby Township, MI 48315	When Recorded Return To Clerk City of Rochester Hills 1000 Rochester Hills Drive Rochester Hills, MI 48309
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EXHIBIT A

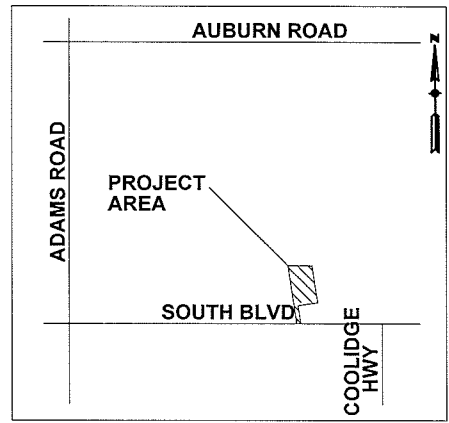
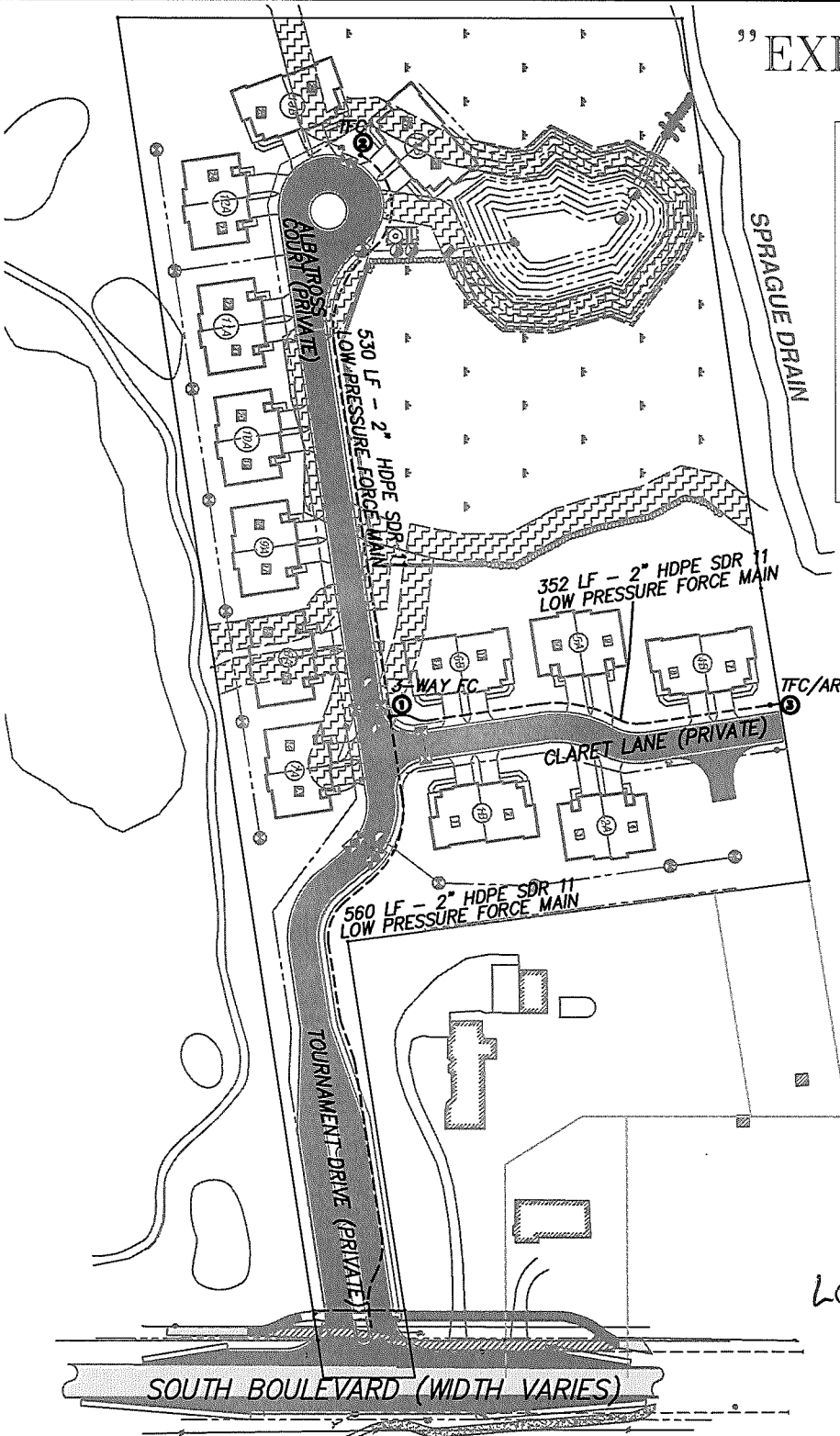
A parcel of land being a part of the southeast 1/4 Of section 31, T.3N., R.11E., City of Rochester Hills, Oakland County, Michigan, more particularly described as follows:

Commencing at the south 1/4 corner of said section 31; thence N.90°00'00"E., 1485.50 ft. recorded, (measured as N.90°00'00"E., 1485.86 ft.) along the south line of said Section 31 and the centerline of South Blvd. (width varies) to the point of beginning; thence N.08°33'45"W., 1222.70 ft. recorded, (measured as N.08°23'50"W., 1222.98 ft.); thence N.90°00'00"E., 500.00 ft. (recorded & measured); thence S.08°33'45"E., 987.07 ft. recorded, (measured as S.07°47'11"E., 511.08 ft. & S.08°58'16"E., 263.47 ft.); thence S.82°25'39"W., 411.87 ft.; thence S.08°23'50"E., 393.20 ft. to a point on the south Line Of said section 31 and the centerline of South Blvd. (width varies); thence along said south line of section 31, S.90°00'00"W., 80.87 ft. to the point of beginning. containing 9.825 acres Or 427,977 sq.ft. subject to the rights of the public over South Boulevard and any other easements, restrictions, or rights-of-way of record, if any.

#15-31-400-020

Mike Tavant
Approved 1/24/18

EXHIBIT B



LOCATION MAP
NOT TO SCALE

Low Pressure Sewer System

JL ARS 11/24/18

SOUTH BOULEVARD (WIDTH VARIES)

CHIPPEWA CONSULTING
ENGINEERED EXCELLENCE

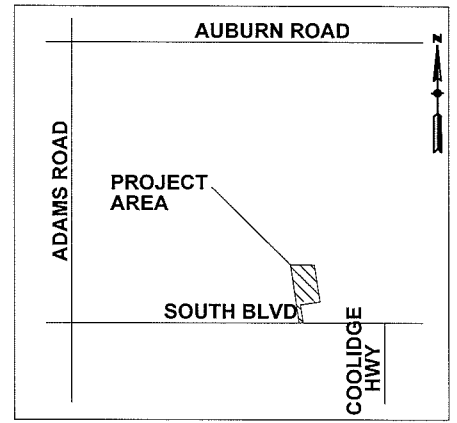
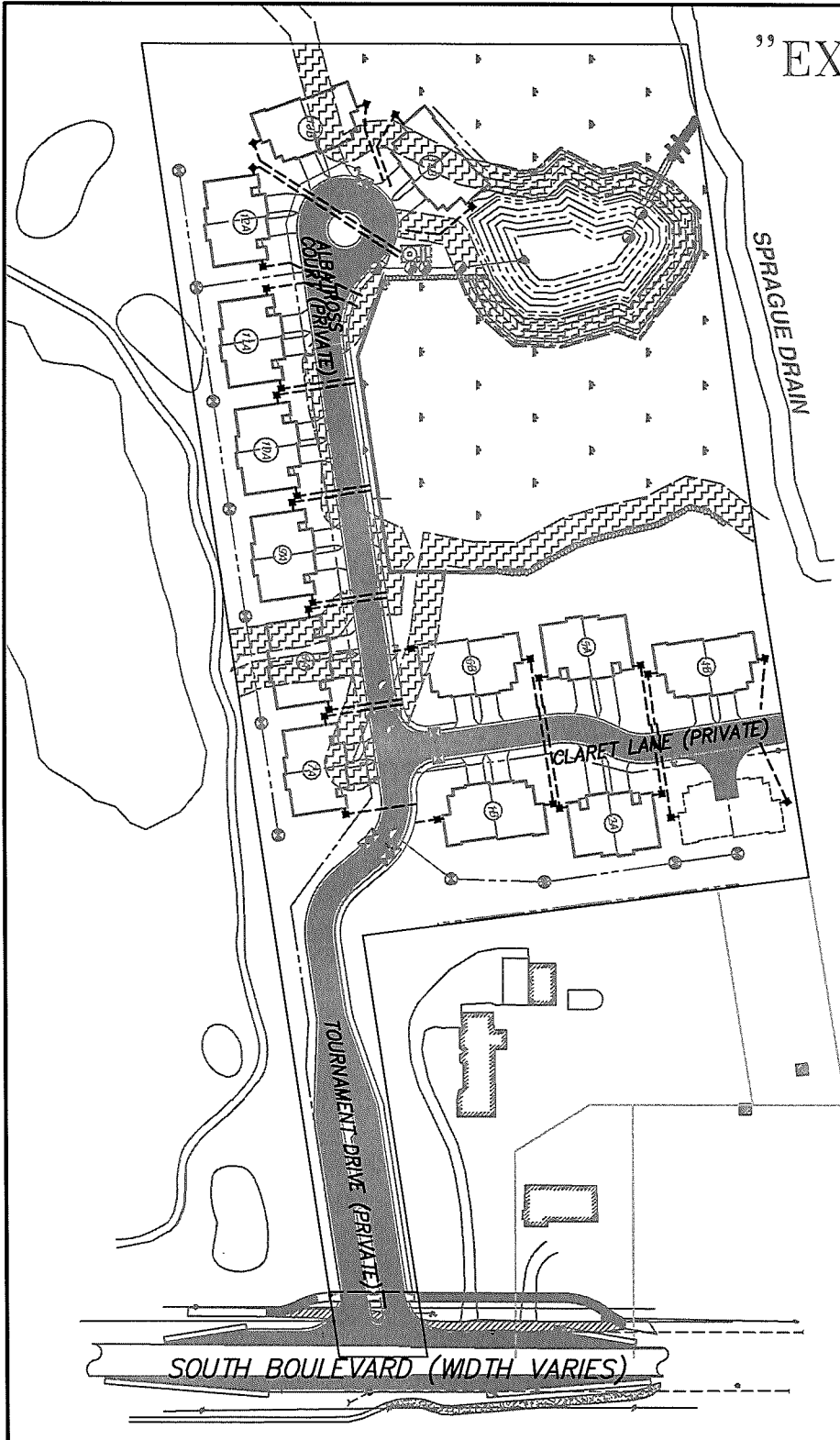
Certified Minority Owned
Native American-Hispanic Woman

8140 PACTON
SHELBY TOWNSHIP, MI 48317
PH: (586)737-7993
FAX: (586)737-7994
www.chippewaconsultingllc.com

CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
CALL811.COM (TOLL FREE)

JOB NAME: RH14051.EXB	JOB NO: RH14-051
DRAWN BY: EK	DATE: 01/23/18
SCALE: 1" = 150'	SHEET: 1 OF 1
SECTION 31 TOWN 3 NORTH RANGE 11 EAST	
CITY/TOWN: ROCHESTER HILLS OAKLAND COUNTY, MI	


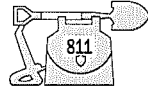
'' EXHIBIT C ''



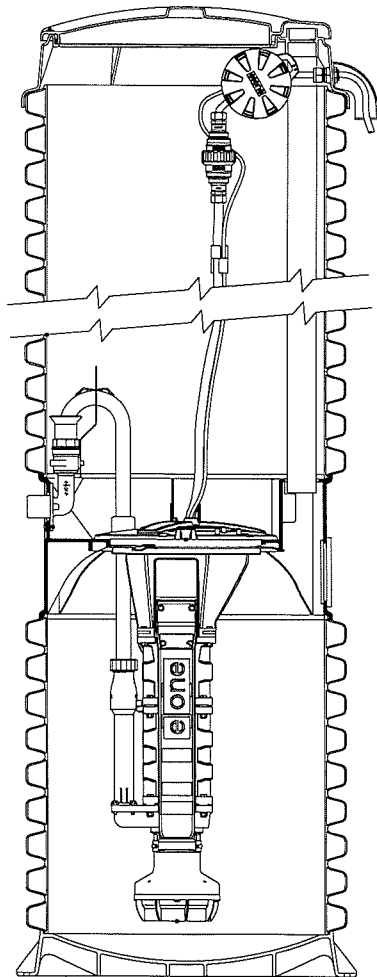
LOCATION MAP
NOT TO SCALE

Low Pressure Units

*OK Alls
1/24/18*

 CHIPPEWA CONSULTING ENGINEERED EXCELLENCE	8140 PACTON SHELBY TOWNSHIP, MI 48317 PH: (586)737-7993 FAX: (586)737-7994 www.chippewaconsultingllc.com	JOB NAME: RH14051.EXB JOB NO: RH14-051
	 CALL MISS DIG 72 HOURS (3 WORKING DAYS) BEFORE YOU DIG 1-800-482-7171 or 811 CALL811.COM (TOLL FREE)	DRAWN BY: EK DATE: 01/23/18
SCALE: 1" = 150'		SHEET: 1 OF 1
SECTION 31 TOWN 3 NORTH RANGE 11 EAST		
CITY/TOWN: ROCHESTER HILLS OAKLAND COUNTY, MI		

DH071/DR071



General Features

The model DH071 or DR071 grinder pump station is a complete unit that includes: the grinder pump, check valve, HDPE (high density polyethylene) tank, controls, and alarm panel. A single DH071 or DR071 is a popular choice for one, average single-family home and can also be used for up to two average single-family homes where codes allow and with consent of the factory.

- Rated for flows of 700 gpd (2650 lpd)
- 70 gallons (265 liters) of capacity
- Indoor or outdoor installation
- Standard outdoor heights range from 61 inches to 160 inches

The DH071 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The DR071 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.

Operational Information

Motor

1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

Inlet Connections

4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections

Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

Discharge

15 gpm at 0 psig (0.95 lps at 0 m)
 11 gpm at 40 psig (0.69 lps at 28 m)
 7.8 gpm at 80 psig (0.49 lps at 56 m)

Accessories

E/One recommends that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

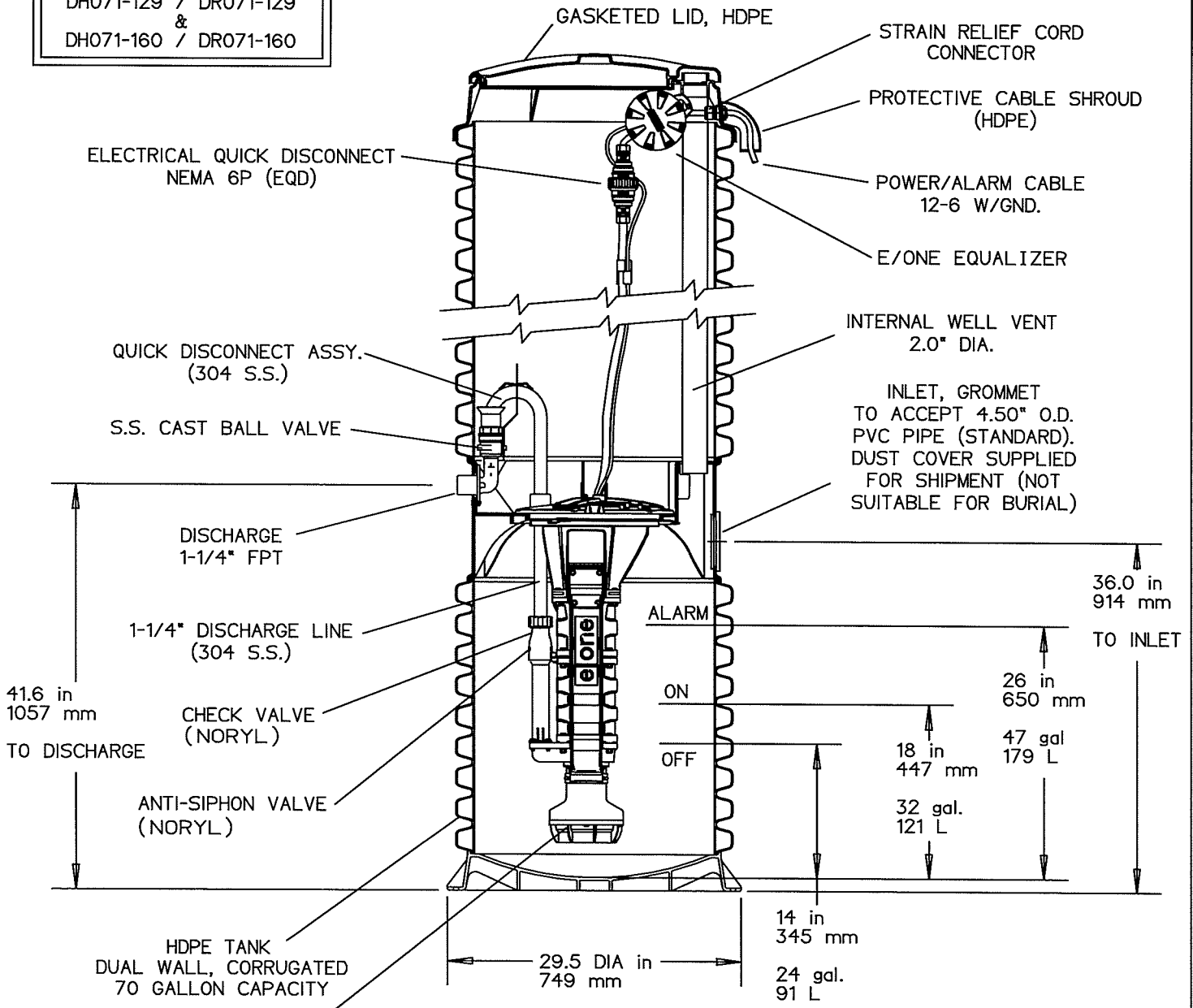
The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.

Patent Numbers: 5,752,315
 5,562,254 5,439,180

NA0050P01 Rev B

FIELD JOINT REQUIRED
FOR MODELS
DH071-129 / DR071-129
&
DH071-160 / DR071-160

OPTIONS : **DH071** (HARD WIRED LEVEL CONTROLS)
 DR071 (WIRELESS LEVEL CONTROLS)



SEMI-POSITIVE DISPLACEMENT TYPE PUMP.
EACH DIRECTLY DRIVEN BY A 1 HP MOTOR

CONCRETE BALLAST MAY BE REQUIRED
SEE INSTALLATION INSTRUCTION
FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY

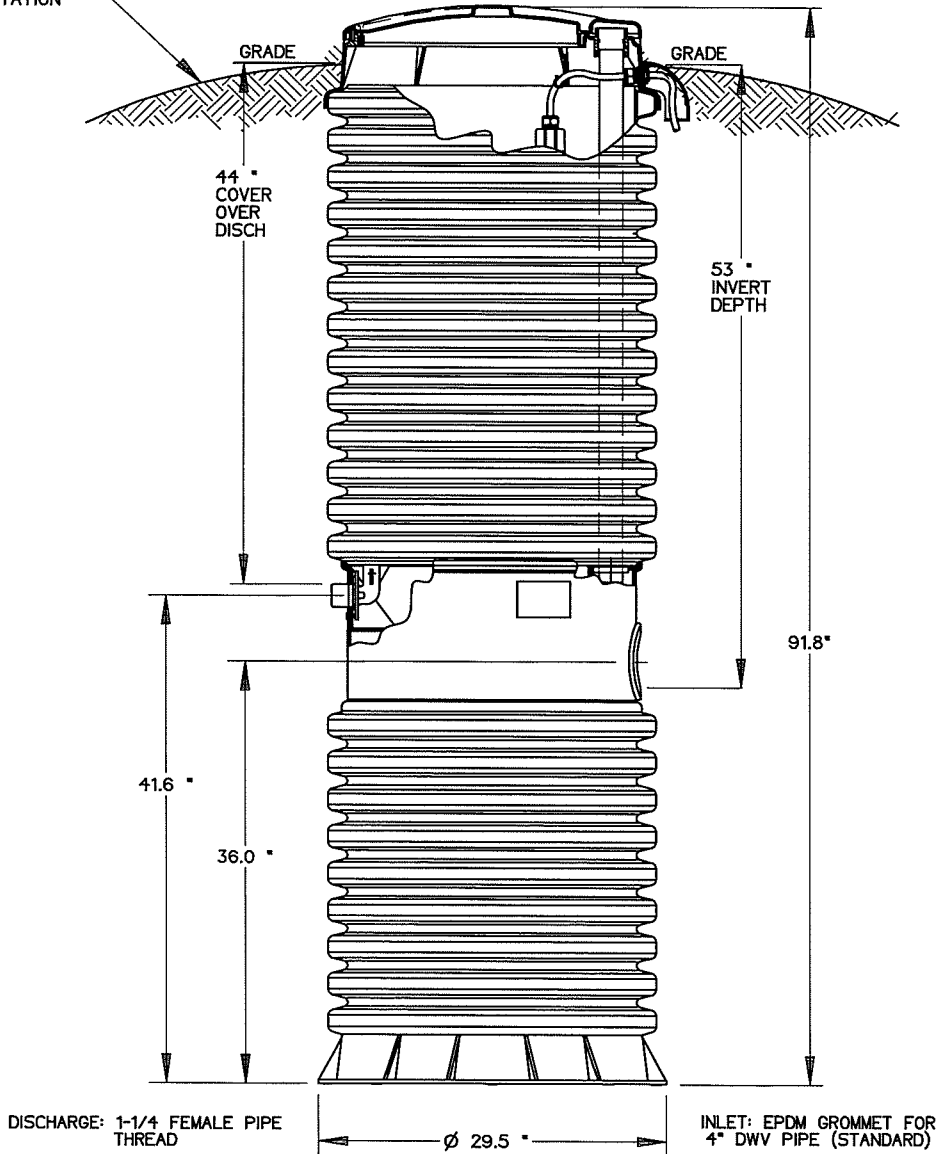


AD	CH	10/20/10	D	
DR BY	CHK'D	DATE	ISSUE	SCALE
MODEL DH071 / DR071 DETAIL SHEET				
NA0050P02				

2013

OPTIONS : **DH071-93** (HARD WIRED LEVEL CONTROLS)
 DR071-93 (WIRELESS LEVEL CONTROLS)

GRADE MUST SLOPE AWAY FROM STATION



CONCRETE BALLAST MAY BE REQUIRED
 SEE INSTALLATION INSTRUCTIONS
 FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY



AD	CAH	07/12/07	B	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL DH071-93 / DR071-93

NA0050P06

The Pressure Sewer System *Owners Guide*



Environment One Corporation
A Precision Castparts Company

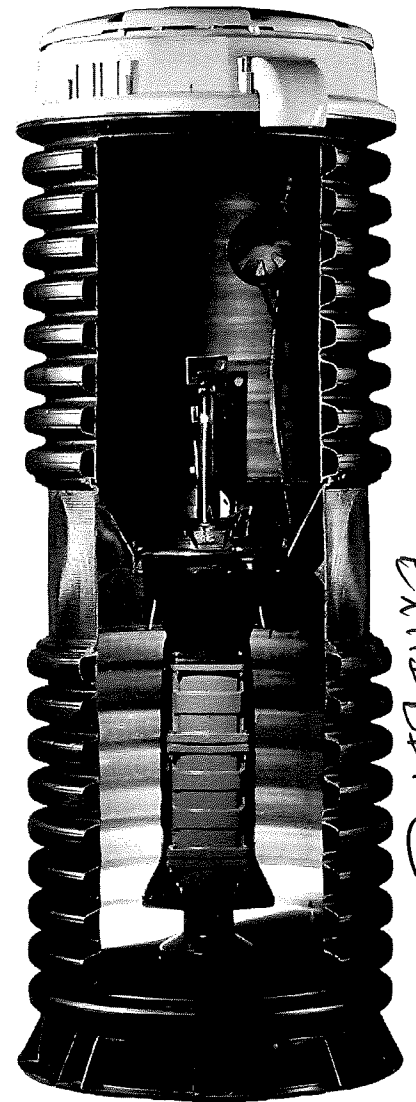


EXHIBIT C

The Pressure Sewer System

A pressure sewer system is used in certain areas because of the unsuitability and/or cost of a conventional sewer system.

The pressure sewer system consists of a pumping unit installed on your property which is connected to a network of pipes from other pumping units in your area.

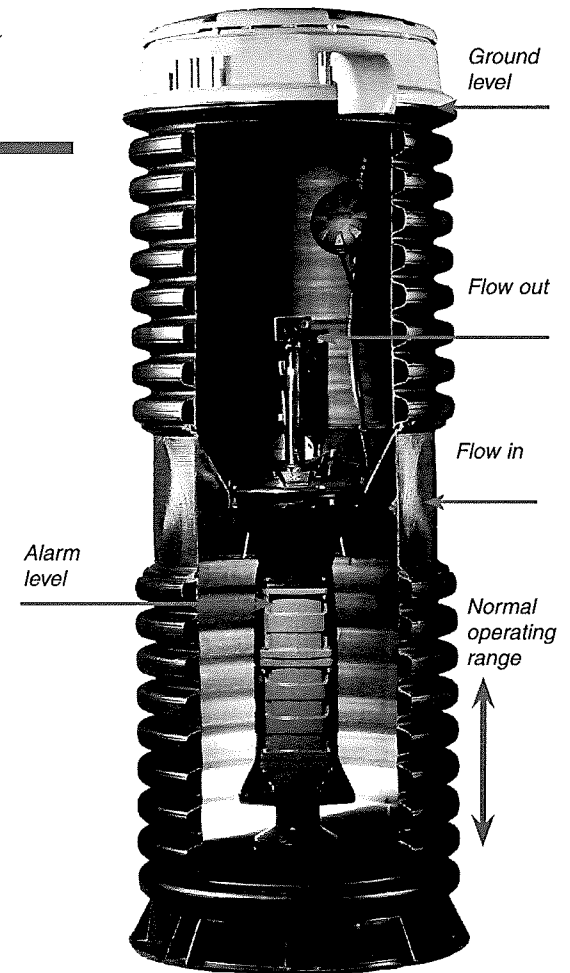
These pipes transfer wastewater to the sewer system or treatment plant that processes the wastewater into reclaimed water suitable for re-use or recycling.

The systems installed are E/One grinder pump stations and are very reliable and robust.

There is not much you need to do and very little that can go wrong. The diagram opposite shows how it works.

You have approximately 24 hours of storage depending on water usage.

** Your grinder pump station may be different than model shown.*



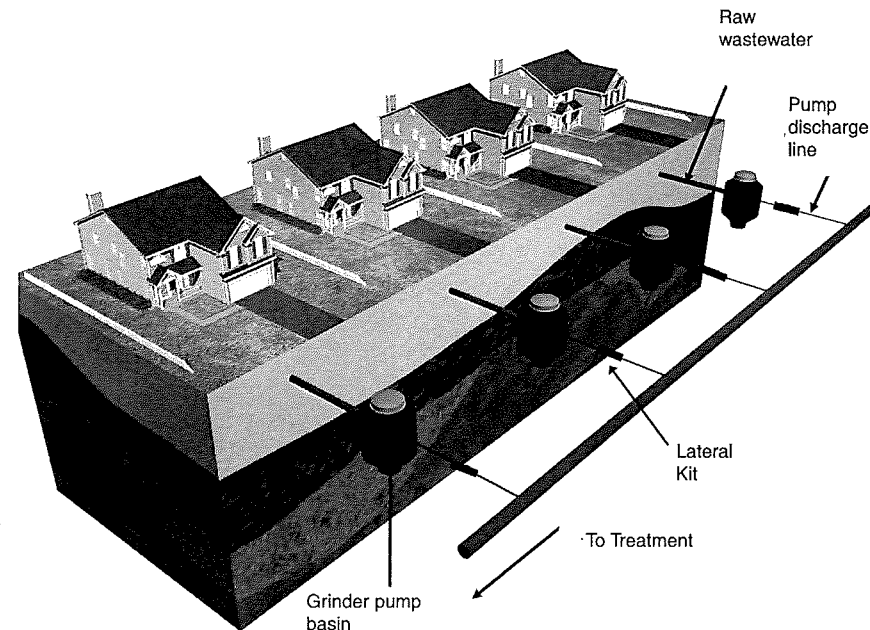
Using the System

There are a few things you need to know to ensure the system runs smoothly.

The system operates like a normal sewer system, taking waste liquids from your toilet, sink, shower, bath, dishwasher and washing machine and transferring it to the sewer system or treatment plant.

To avoid blockages and damage to the pump, the following items should NOT be placed into the system:

- Glass
- Metal
- Gravel, sand (including aquarium stone), and coffee grinds
- Seafood shells
- Socks, rags or cloths
- Plastic
- Sanitary napkins or tampons
- Disposable diapers
- Kitty litter
- Explosives
- Flammable materials
- Lubricating oil, grease, cooking oil, paint
- Strong chemicals
- Gasoline or diesel
- Stormwater runoff



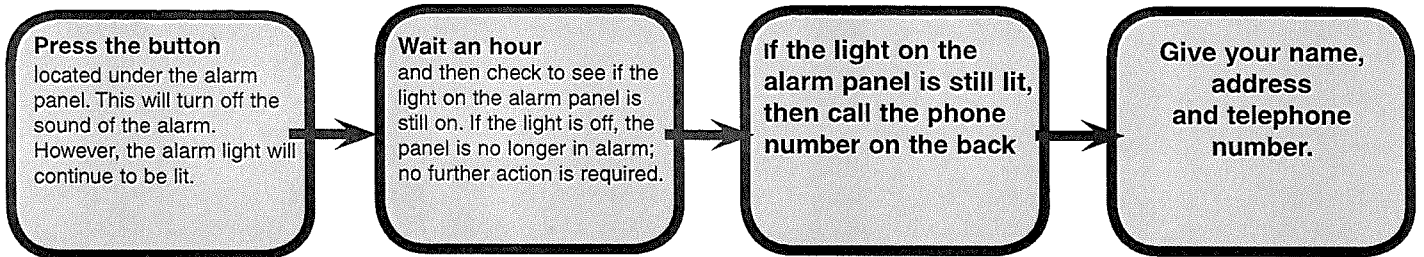
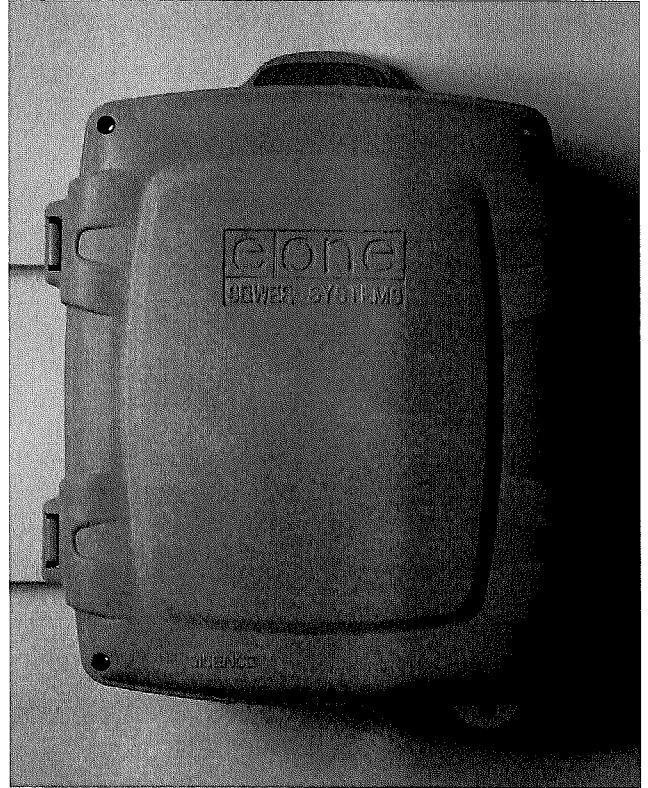
What to do if the alarm sounds

Turn off the sound of the alarm by pressing the silence button underneath the alarm panel.

If the alarm light is still active after an hour, then call the phone number located on the back of this pamphlet. If the alarm sounded and the system subsequently cleared itself, you should consider what caused this to happen.

The system has a 24-hour emergency storage capacity, depending on water usage, so any repairs will be carried out within the 24-hour period. At these times, you should try to minimize the amount of wastewater going into the system.

If you notice any irregularity with the unit, such as the alarm sounding frequently, then contact the phone number located on the back of this pamphlet.



DO NOT ATTEMPT TO REPAIR THE UNIT YOURSELF

What to do if the alarm sounds

Troubleshooting

The system is damaged and needs repair

(example: a pipeline breaks)

- If the alarm sounds, follow the alarm procedure on the previous page.
- If there is a break in the discharge pipe, turn off the power to the pump and **report the damage by calling the phone number located on the back of this pamphlet** and minimize water usage until it is repaired. **Make sure the service person has easy and safe access to the pump for repair.**
- If it is a water supply pipe, **turn off your water supply and contact a plumber for repair.**

The unit becomes smelly?

- When operating normally there should be no noticeable odors coming from the unit. If it gets smelly, the unit may need flushing. Just run clean water down your kitchen, laundry or bathroom sink for about 10 minutes. **If the unit remains smelly, call the phone number located on the back of this pamphlet.**

You notice wet spots around the pumping unit or the discharge pipe?

- The pumping unit and discharge pipe are totally sealed. If you notice wet spots around the unit or pipe and there has not been any recent rain, **call the phone number located on the back of this pamphlet.**

The alarm keeps going off when it rains?

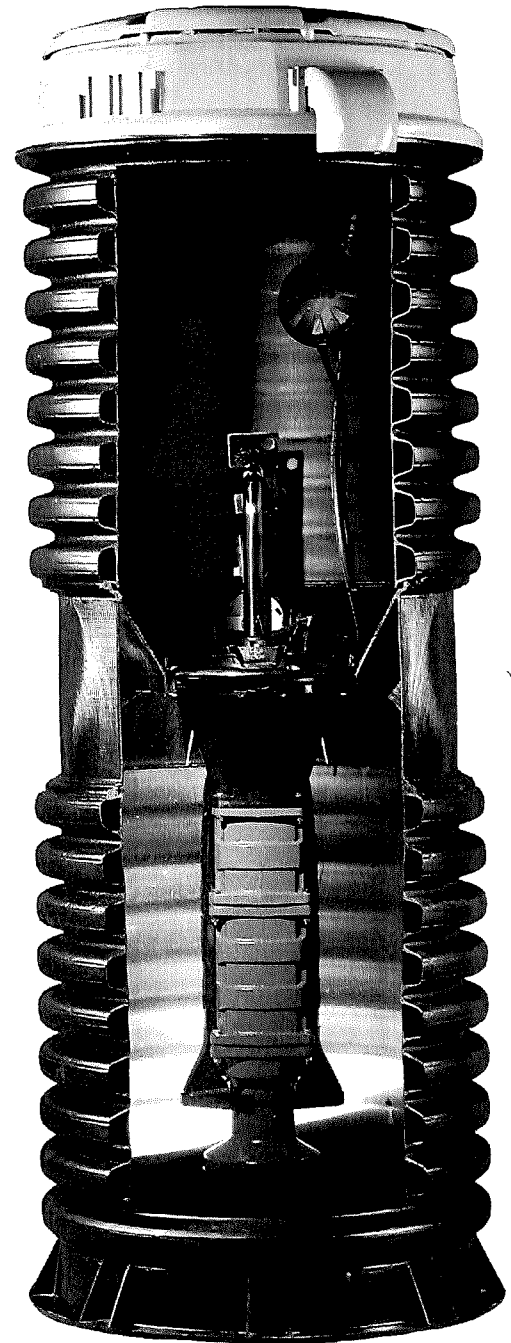
- It means rainwater may be getting into your system and overloading it. **Contact your plumber to investigate.**

The neighbor's alarm goes off and they are away?

- **Call the phone number located on the back of this pamphlet immediately and report the problem.** Do not investigate the problem yourself.

There is a power failure?

- If there is a power failure, reduce water use where possible. The alarm may activate until the unit clears itself. If the alarm remains on for over an hour after the power has been restored, **call the phone number located on the back of this pamphlet.**



On your property

Be aware ...

- *Do not walk or put heavy weights on the lid as it is plastic*
- *Do not touch the valves*
- *Do not turn off the power to the pump unless in response to a broken discharge pipe*
- *Do not block the vent on the pump station*
- *Do not cover the pump station lid*

Contact E/One or your local distributor if you are making modifications to your home which may affect the system, such as installing a spa or swimming pool or extending the house over or near the unit or discharge pipe.

Ensure access is available to the pump station at all times. Keep plant growth and other debris away from the unit.

If you go on vacation for a length of time, you will need to flush the system before you go away. This is to avoid the possibility of the system becoming smelly in your absence. You can flush the system by running water in a sink, etc. for about 10 minutes.

Take care when **digging in the yard near the pump station** or the discharge pipe. If you do accidentally break any pipeline, call the phone number located on the back of this pamphlet immediately and minimize use of water in the house. Do not attempt to repair the system yourself. You will be responsible for the cost of these repairs.

If you have a pool or want to install a pool or spa, **contact your local distributor for further information.**



If you require further information about the pressure sewer system ...



Environment One Corporation
A Precision Castparts Company

2773 Balltown Road, Niskayuna, NY 12309-1090

Voice 518.346.6161

Fax 518.346.6188 www.eone.com

