

**AGREEMENT FOR
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made as of July 23, 2012, by Northbrooke East LLC, a Michigan limited liability company (“Developer”), whose address is 4405 Tumeric Drive, Sterling Heights, Michigan 48314 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 and swales 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 and swales, 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 that has been provided which is acceptable to the City and which included 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 stone around the outlet pipe; and (viii) any other maintenance that is reasonable and necessary to facilitate and continue the proper operating 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 pro rata 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. Upon the assignment of Developer's maintenance responsibilities with respect to the System to the homeowners association, Developer shall have no further obligations under this Agreement.

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 (10%) percent 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 (10%) percent 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 pro rata 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 send 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

Northbrooke East LLC
4405 Tumeric Drive
Sterling Heights, Michigan 48314

To the City:

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. **Counterparts; Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed shall have the force and effect of an original, but all such counterparts shall constitute one and the same agreement. For purposes of this Agreement, a facsimile or electronic copy of a signature shall be deemed the same as an original.

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

"DEVELOPER"

Northbrooke East LLC,
a Michigan limited liability company

By: 
Gary Tadian
Its: Manager

"CITY"

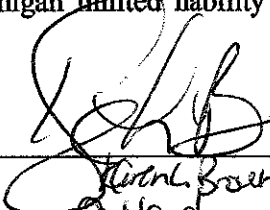
CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Jane Leslie, Clerk

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

This Agreement was acknowledged before me on July 23, 2012, by Gary Tadian, its Manager of Northbrooke East LLC, a Michigan limited liability company, on behalf of said company.



Notary Public
County, Michigan
My Commission expires: 8/21/2015

John Staran
App'd. 8/28/12

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.

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

EXHIBIT A

Land in the City of Rochester Hills, Oakland County, Michigan, described as follows:

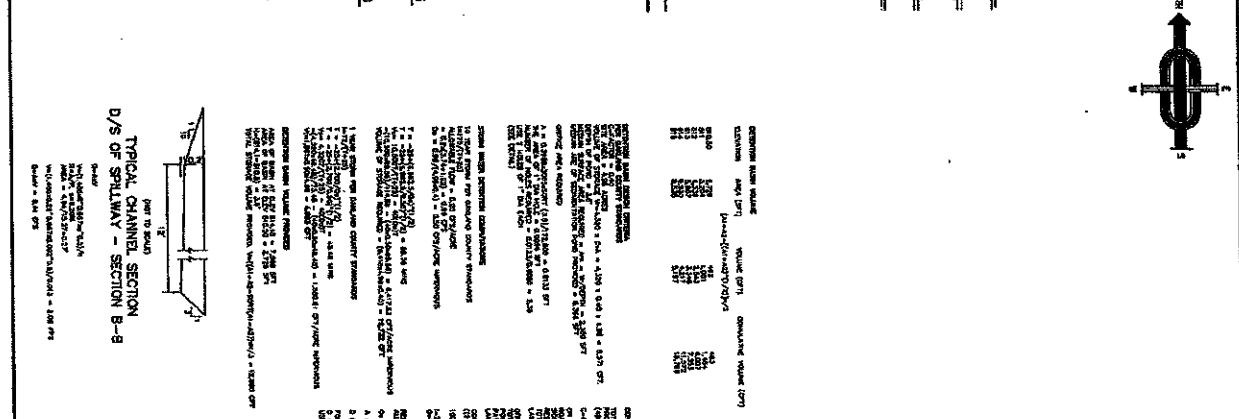
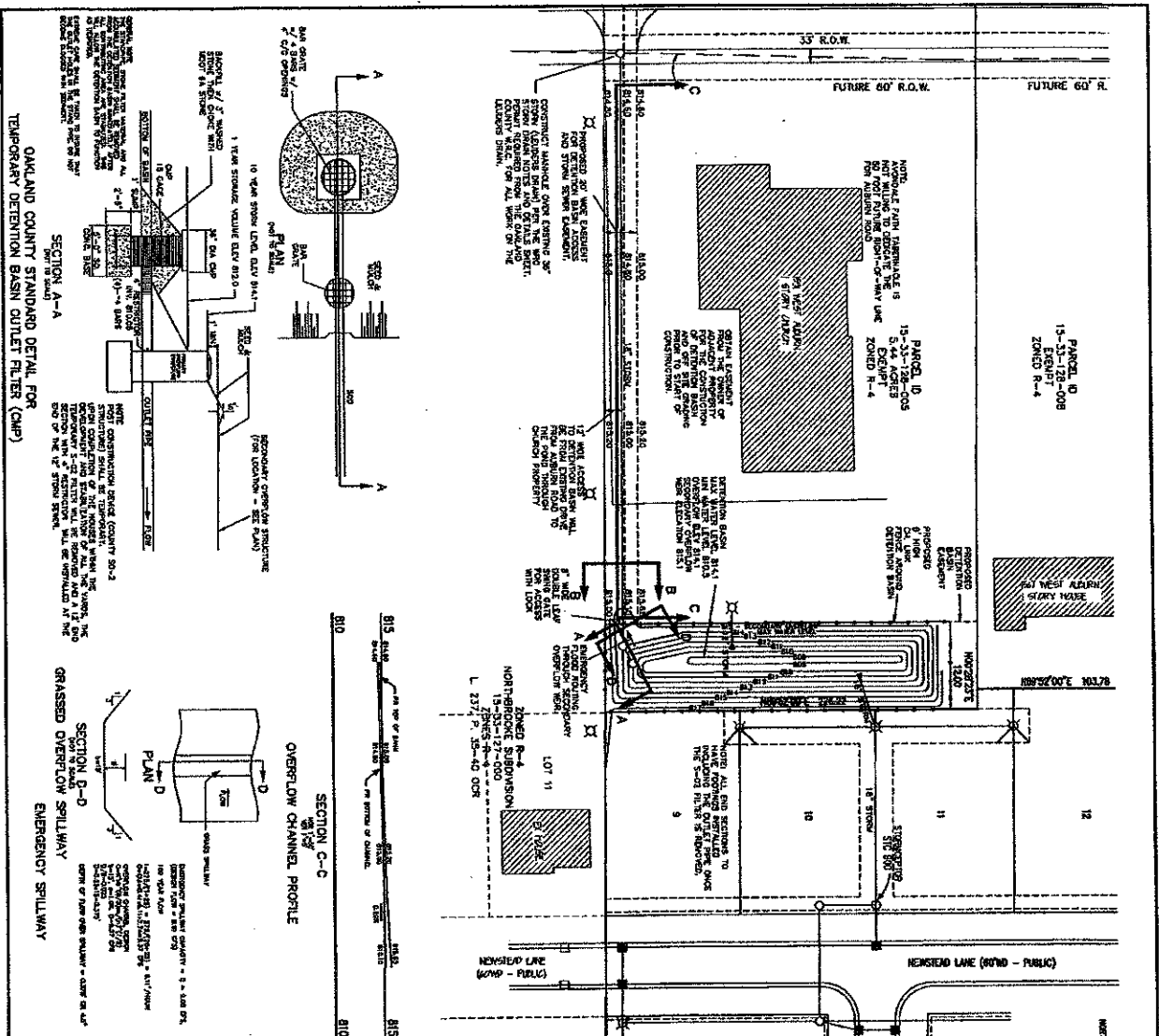
A parcel of land located in the East ½ of the Northwest quarter of Section 33, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan. Commencing at the North ¼ corner of Section 33; thence South 89 degrees 52 minutes 00 seconds West along the North line of said Section 33, 330.02 feet; thence South 00 degrees 28 minutes 23 seconds West 422.64 feet to the Point of Beginning; thence continuing South 00 degrees 28 minutes 23 seconds West 501.36 feet; thence South 89 degrees 52 minutes 00 seconds West 330.00 feet; thence North 00 degrees 28 minutes 23 seconds East 489.36 feet; thence North 89 degrees 52 minutes 00 seconds East 226.22 feet; thence North 00 degrees 28 minutes 23 seconds East 12 feet thence North 89 degrees 52 minutes 00 seconds East 103.78 feet to the point of beginning.

Parcel ID Number: 15-33-128-009

Together with a nonexclusive easement for the installation, use, maintenance, repair and replacement of a storm water detention basin and storm drain pursuant to Easement Agreement dated April 26, 2012 and recorded July 13, 2012 in Liber 44407. Page 646 Oakland County Records.

*OK per RM
7/23/12*

EXHIBIT B
STORM WATER SYSTEM PLAN



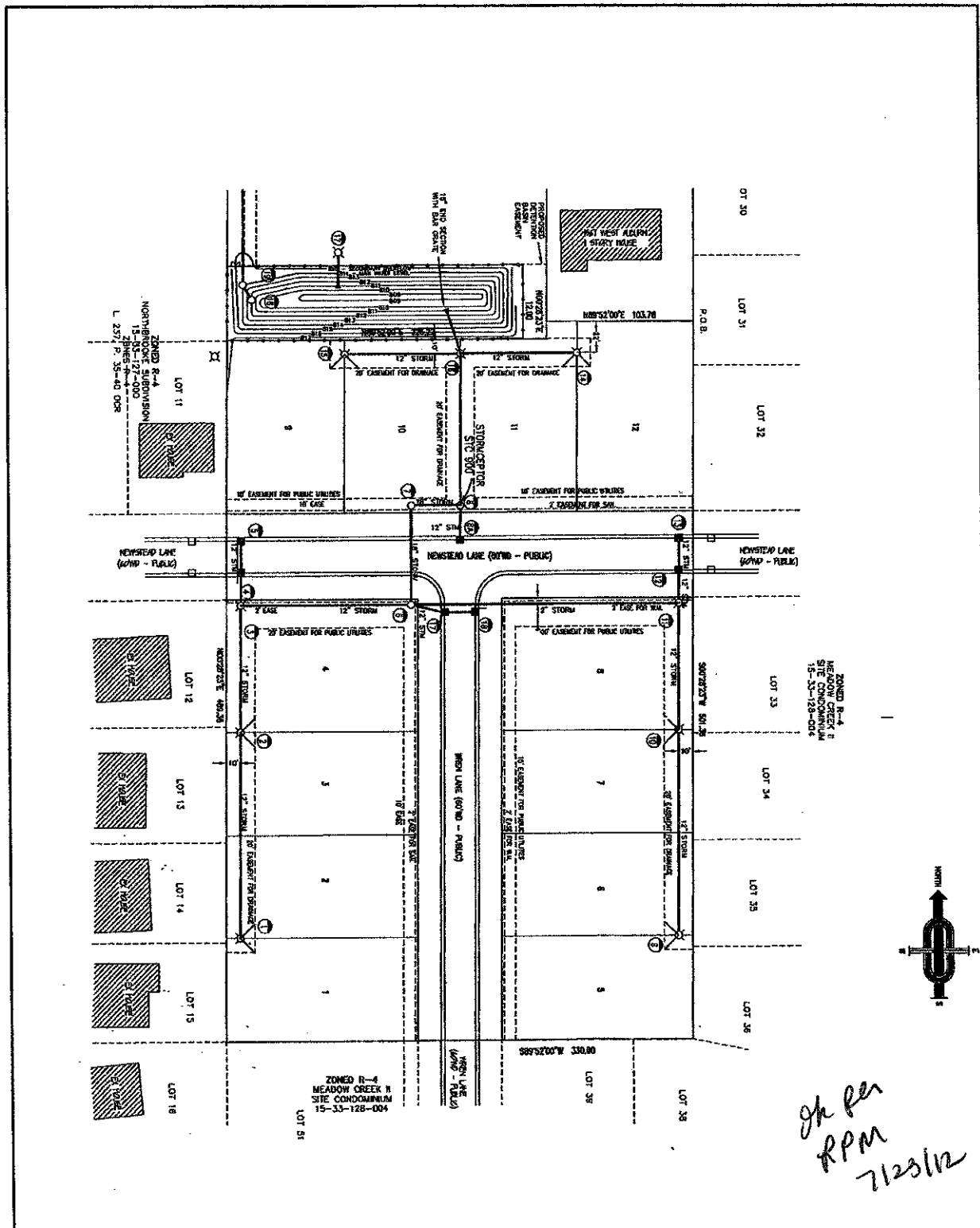
STATION	AREA (SQ FT)	VOLUME (CU FT)	COMBINED VOLUME (CU FT)
1+00	1,000	100	1,100
1+10	1,100	121	1,221
1+20	1,200	144	1,365
1+30	1,300	171	1,536
1+40	1,400	200	1,736
1+50	1,500	225	1,961
1+60	1,600	256	2,217
1+70	1,700	293	2,510
1+80	1,800	336	2,846
1+90	1,900	385	3,231
2+00	2,000	440	3,671

"NORTHBROOKE EAST CONDOMINIUM"
PART OF THE E. 1/2 OF SECTION 11,
T. 24X, R. 1E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

EXHIBIT B

REV. DATE	DESCRIPTION
04/03/2012	REV. PER CITY
05/14/2012	REV. PER CITY
05/25/2012	REV. PER CITY
06/01/2012	REV. PER CITY
06/11/2012	REV. PER CITY
06/20/2012	REV. PER CITY
06/22/2012	REV. PER CITY
07/12/2012	REV. PER DC REC

J ASSOCIATES, INC.
Civil Engineering and Surveying
1000 South Boulevard E. - Suite 200, Rochester Hills, MI 48067
Telephone: (248) 862-7700 Fax: (248) 862-7702
Website: www.jassociates.com



ok per RPM 7/25/12

811
Know what's below.
Call before you dig.

LEGEND

- PROPOSED DRIVE
- EXISTING DRIVE
- PROPOSED CURB
- EXISTING CURB
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- PROPOSED CONCRET
- EXISTING CONCRET
- PROPOSED ASPHALT
- EXISTING ASPHALT
- PROPOSED GRAVEL
- EXISTING GRAVEL
- PROPOSED SAND
- EXISTING SAND
- PROPOSED TOP SOIL
- EXISTING TOP SOIL
- PROPOSED GRASS
- EXISTING GRASS
- PROPOSED TREE
- EXISTING TREE
- PROPOSED SHrub
- EXISTING SHrub
- PROPOSED FENCE
- EXISTING FENCE
- PROPOSED SIGN
- EXISTING SIGN
- PROPOSED LIGHT
- EXISTING LIGHT
- PROPOSED UTILITY
- EXISTING UTILITY
- PROPOSED ERECTION
- EXISTING ERECTION
- PROPOSED DEMOLITION
- EXISTING DEMOLITION

ABBREVIATIONS:

- D.S. = DEDICATED SIDEWALK
- D.F. = DEDICATED FENCE
- D.L. = DEDICATED LIGHT
- D.U. = DEDICATED UTILITY
- D.E. = DEDICATED ERECTION
- D.D. = DEDICATED DEMOLITION

LOCATION MAP

1:10,000

LOT 11, 12, 13, 14, 15, 16

"NORTHBROOKE EAST CONDOMINIUM"
PART OF THE E. 1/2 OF SECTION 33,
T. 33X, R. 7E., CITY OF ROCHESTER HILLS, GARLAND COUNTY, MICHIGAN

EXHIBIT B

2 of 2

DATE	REV. DATE	REVISION
04/30/2012	05/14/2012	REV. PER CITY
	05/23/2012	REV. PER CITY
	06/01/2012	REV. PER CITY
	06/11/2012	REV. STORM & PAV.
	06/20/2012	FINAL SITE PLAN
	06/22/2012	REV. PER CITY
	07/12/2012	REV. PER CITY

ASSOCIATES, INC.
Civil Engineering and Surveying

1055 South Goshard E. - Suite 300, Rochester Hills, MI 48307
Telephone: (248) 739-1117 Fax: (248) 820-7297
Website: www.jasonclark.com

EXHIBIT C

**NORTHBROOKE EAST
DETENTION BASIN MAINTENANCE PLAN**

DURING DEVELOPMENT AND HOUSE CONSTRUCTION

1. CUT GRASS ON A BI-WEEKLY BASIS.
2. INSPECT SO-2 FILTER WEEKLY AND CLEAN AS NEEDED.

UPON COMPLETION OF ALL HOUSE CONSTRUCTION

1. REMOVE ANY SILT BUILD-UP IN BOTTOM OF DETENTION BASIN.
2. REMOVE S-O2 FILTER AND INSTALL END SECTION.
3. CONTINUE TO CUT GRASS ON A BI-WEEKLY BASIS.
4. INSPECT AND REPAIR FENCE AND GATE AS NEEDED.
5. INSPECT FOR ADDITIONAL SILT BUILD-UP IN THE BOTTOM OF THE DETENTION BASIN YEARLY AND REMOVE SILT AS NEEDED.

MAINTENANCE OF MANUFACTURED TREATMENT DEVICE (MANHOLE 8)

1. INSPECT WEEKLY DURING DEVELOPMENT AND CLEAN AS NEEDED.
2. INSPECT ANNUALLY FOLLOWING COMPLETION OF DEVELOPMENT.
3. PERFORM MAINTENANCE AND CLEAN OUT WHEN SEDIMENT VOLUME REACHES 15% OF TOTAL STORAGE CAPACITY OF DEVICE.