

**AGREEMENT FOR MAINTENANCE OF
STORM WATER DETENTION SYSTEM**

This agreement is made on 9-18, 2006, by Bluewood Properties, LLC, whose address is 1717 Stutz, Troy, MI 48084;

and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Bluewood Properties, LLC owns and occupies the property described in attached Exhibit A; and Exhibit B

WHEREAS, Fazal Khan and Associates has designed, and the City has approved, a storm water drainage and detention system (the system), which includes a detention basin, for the property as described and depicted in Construction Plans approved by city engineer; 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 the detention basin, 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 Bluewood Properties, LLC, or its successors, grantees or assigns, in writing that it is no longer necessary to use the detention basin 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. Bluewood Properties, LLC shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the detention basin.

B. Proper maintenance of the System shall include, but not limited to: (i) Keeping the bottom of the detention basin free from silt and debris; (ii) Removing harmful algae; (iii) Maintaining steel grating across the basin's inlets; (iv) Controlling the effects of erosion; and (v) Any other maintenance that is reasonable and necessary in order to facilitate or accomplish the intended function and purpose of the System.

J. J. Khan
OK
9-29-06

3. **Action by City:** In the event Bluewood Properties, LLC or its successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Bluewood Properties or its 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 Bluewood Properties, LLC or its 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 _____:

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.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

WITNESSES:

[Signature]
Name:
Christopher J. Damico
Name:

By: [Signature]
JOSEPH P. DAMICO
Its: MANAGER

CITY OF ROCHESTER HILLS

Name:

Name:

Name:

Name:

By: _____
Bryan K. Barnett, Mayor

By: _____
Jane Leslie, Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on September 18, 2006, by JOSEPH P. DAMICO, MANAGER of BLUEWOOD PROPERTIES LLC, 1717 STUTZ on behalf of the BLUEWOOD PROPERTIES LLC.

BARBARA BRYSON ST. ONGE
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Aug 4, 2007

[Signature]
BARBARA BRYSON ST. ONGE notary public
OAKLAND County, Michigan
My commission expires: 8-4-2007
ACTING IN THE COUNTY OF OAKLAND

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.

Drafted By:
Fazal Khan and Associates, Inc.
43345 Schoenherr Road
Sterling Heights, MI 48313

_____, notary public
_____, County, Michigan
My commission expires: _____

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

DESCRIPTION OF PROPERTY

PART OF THE SW1/4 AND PART OF THE NW1/4 OF SECTION 34, T3N, R11E, AVON TOWNSHIP (NOW CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN, PART OF "SUPERVISOR'S PLAT NO. 6", RECORDED IN LIBER 5 OF PLATS, PAGE 56, OAKLAND COUNTY RECORDS, PART OF "SUPERVISOR'S PLAT NO. 5", RECORDED IN LIBER 6 OF PLATS, PAGE 55, OAKLAND COUNTY RECORDS AND PART OF "SUPERVISOR'S PLAT OF AVONCROFT'S SUBDIVISION NO. 1", RECORDED IN LIBER 48 OF PLATS, PAGE 55, OAKLAND COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SW CORNER OF LOT 1, "SUPERVISOR'S PLAT NO. 5" ON THE E-W1/4 LINE AND INTERSECTION OF THE EAST RIGHT OF WAY OF LIVERNOIS ROAD (60 FEET HALF WIDTH); THENCE N00°48'00"E 418.61 FEET ALONG THE EAST RIGHT OF WAY OF LIVERNOIS ROAD (60 FEET HALF WIDTH); THENCE N89°58'48"E 629.00 FEET; THENCE N00°48'00"E 150.00 FEET TO THE NORTH LINE OF LOT 3, "SUPERVISOR'S PLAT NO. 5" AND THE SOUTH RIGHT OF WAY OF HAZELTON AVENUE (WIDTH VARIES); THENCE N89°58'48"E 637.83 FEET ALONG THE NORTH LINE OF LOT 3, "SUPERVISOR'S PLAT NO. 5" AND THE SOUTH RIGHT OF WAY OF HAZELTON AVENUE (WIDTH VARIES) TO THE EAST LINE OF LOT 3, "SUPERVISOR'S PLAT NO. 5" AND THE WEST LINE OF LOT 118, "SUPERVISOR'S PLAT OF AVONCROFT'S SUBDIVISION NO. 1"; THENCE N00°00'33"E 43.97 FEET ALONG THE WEST LINE OF LOT 118, "SUPERVISOR'S PLAT OF AVONCROFT'S SUBDIVISION NO. 1" TO THE SOUTH RIGHT OF WAY OF HAZELTON ROAD (WIDTH VARIES); THENCE S89°59'30"E 157.60 FEET ALONG THE NORTH LINE OF LOT 118, "SUPERVISOR'S PLAT OF AVONCROFT'S SUBDIVISION NO. 1", SOUTH RIGHT OF WAY OF HAZELTON ROAD (WIDTH VARIES) TO THE EAST LINE OF LOT 118, "SUPERVISOR'S PLAT OF AVONCROFT'S SUBDIVISION NO. 1"; THENCE S00°01'40"W 503.38 FEET ALONG THE EAST LINE OF LOT 118, "SUPERVISOR'S PLAT OF AVONCROFT'S SUBDIVISION", TO "SUPERVISOR'S PLAT NO. 6", AND TO THE E-W1/4 LINE OF SECTION 34; THENCE S85°37'30"W 541.17 FEET ALONG THE E-W1/4 LINE OF SECTION 34 TO THE NE CORNER OF LOT 14, "SUPERVISOR'S PLAT NO. 6"; THENCE S03°47'08"E 558.43 FEET ALONG THE EAST LINE OF LOT 14, "SUPERVISOR'S PLAT NO. 6" TO THE NORTH RIGHT OF WAY OF SHORTRIDGE DRIVE (WIDTH VARIES); THENCE ALONG THE NORTH RIGHT OF WAY OF SHORTRIDGE DRIVE (WIDTH VARIES) THE FOLLOWING THREE (3) COURSES: (1) N87°24'35"W 151.65 FEET, (2) N87°10'50"W 513.02 FEET AND (3) S89°17'38"W 203.27 FEET TO THE EAST RIGHT OF WAY OF LIVERNOIS ROAD (60 FEET HALF WIDTH); THENCE N07°44'10"W 5.04 FEET ALONG THE EAST RIGHT OF WAY OF LIVERNOIS ROAD (60 FEET HALF WIDTH); THENCE N89°17'38"E 204.04 FEET; THENCE S87°10'50"E 42.63 FEET; THENCE N07°54'01"W 165.90 FEET; THENCE S82°06'26"W 243.94 FEET TO THE EAST RIGHT OF WAY OF LIVERNOIS ROAD (60 FEET HALF WIDTH); THENCE ALONG THE EAST RIGHT OF WAY OF LIVERNOIS ROAD (60 FEET HALF WIDTH) THE FOLLOWING TWO (2) COURSES: (1) N07°44'10"W 325.10 FEET AND (2) N00°48'00"E 0.96 FEET TO THE POINT OF BEGINNING. CONTAINING 1054632 SQUARE FEET OR 24.2110 ACRES, MORE OR LESS.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

CLIENT BLUEWOOD PROPERTIES, L.L.C.	PROJECT NO.	03-349C
	DATE	06-15-06
SCALE	DRAWN BY J.A.E.	CHECKED BY R.L.H.

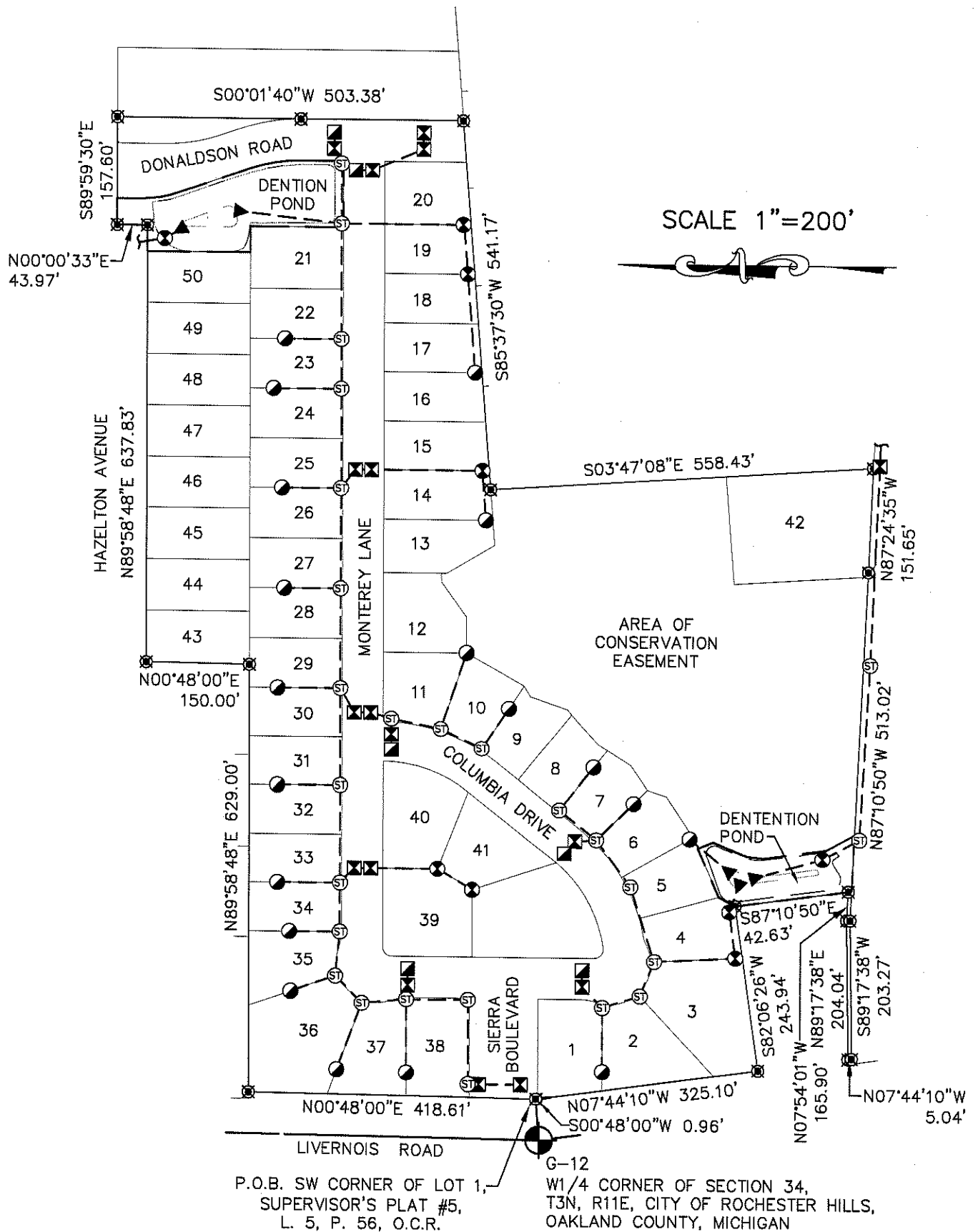


FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
 43345 SCHOENHERR STERLING HEIGHTS, MI 48313
 PHONE (586) 739-8007 FAX (586) 739-6994

PRSC OK 09-27-06

SKETCH OF STORM LOCATION ON SITE

EXHIBIT B

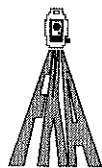


LEGEND

- IRON FOUND
- ⊗ IRON SET
- ⊙ MONUMENT FOUND
- ⊗ MONUMENT SET
- ⊙ SEC. CORNER FOUND

SHEET 1 OF 1

CLIENT BLUEWOOD PROPERTIES, L.L.C.	PROJECT NO.	03-349X
	DATE	09-13-06
SCALE 1" = 200'	DRAWN BY	CHECKED BY
	J.A.E.	R.L.H.



FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
 43345 SCHOENHERR STERLING HEIGHTS, MI 48313
 PHONE (586) 739-8007 FAX (586) 739-6994

DEGC OK
M. Tavares 09-26-06