

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

This agreement is made on **June 15, 2009**, by Kassab Management, Inc. a Michigan Corporation, whose address is 1715 Northfield Drive, Rochester Hills, Michigan 48309; and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS:

WHEREAS, Kassab Management Inc., owns and occupies the property described in attached Exhibit A; and

WHEREAS, Kassab Management Inc., has established, 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 Exhibit A; and Exhibit B.

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 basin to drain 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

*6-16-09
OK'd
BY R. Moore*

of such easements to the City or third parties for the alternative drainage system as may be necessary.

2. **Maintenance:**

- A. Kassab Management, Inc., 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.

3. **Action by City:** In the event Kassab Management, Inc., 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 Kassab Management, Inc., 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 of 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 Kassab Management, Inc., 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 Kassab Management, Inc.: Sam Kassab
1715 Northfield Drive
Rochester Hills, MI 48309

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. **Records 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.

WITNESS:

Laurie Bauerle

Kassab Management, Inc.

By: 

Sam Kassab

Its: President

CITY OF ROCHESTER
HILLS

By: _____

, Mayor

By: _____

, Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on JUNE 16, 2009, by Sam Kassab or Kassab Management, Inc. on behalf of the Kassab Management, Inc.,

Linda I. Parker

, notary public

LINDA I. PARKER
Notary Public, Lapeer County, Michigan
Acting in OAKLAND County
My Commission Expires April 6, 2014

Lapeer County, Michigan

My commission expires: April 6, 2014

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

Drafted By:

Laurie A. Bauerle

1715 Northfield Drive

Rochester Hills, MI 48309

Notary Public

_____ County, Michigan

My commission expires: _____

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

EXHIBIT A

To

Storm Water Maintenance Agreement

A parcel of land located in Rochester Hills, Oakland County, Michigan, more particularly described as follows:

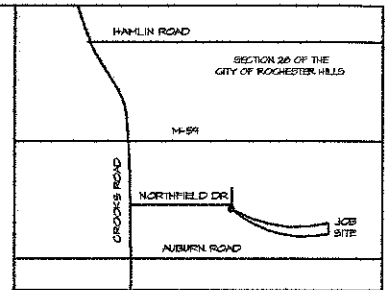
Property Description:

Lot 37, Northfield Industrial Park # 2, T3N, R11E, SEC 28,
As Recorded in Liber pg. 183, pages 8-10.

Property Address:

1715 Northfield Drive
Rochester Hills, MI 48309-3819

Sidwell No.: 15 28 377 008



LOCATION MAP

NOT TO SCALE

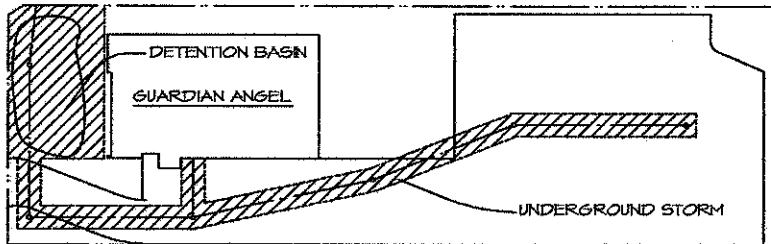
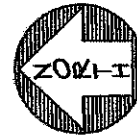


EXHIBIT 'B'

SCALE 1"=40'



Legal Description:

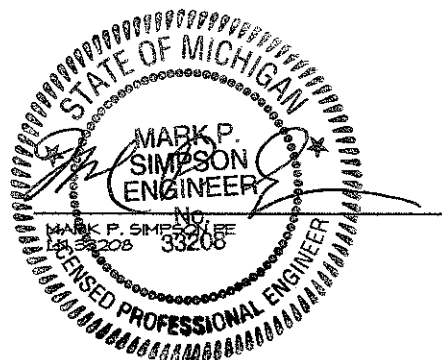
LOT 37, NORTHFIELD INDUSTRIAL PARK #2
 SUBDIVISION, TOWN 3 NORTH, RANGE 11 EAST,
 OAKLAND COUNTY, MICHIGAN, AS RECORDED
 IN LIBER 183 OF PLATS, PAGE 8-10, OAKLAND
 COUNTY RECORDS.

(CITY OF ROCHESTER
 HILLS JURISDICTION)



EXHIBIT 'B'
 GUARDIAN ANGEL HOMECARE
 1715 NORTHFIELD DRIVE
 ROCHESTER HILLS, MICHIGAN 48304-5819

JOB NUMBER
09090



ENGINEERING BY:

Simpson Engineering LLC

MARK P. SIMPSON PE LN 33208
 119 WEST SAINT CLAIR STREET
 ROMEO, MICHIGAN 48065
 (586) 752-9872 *EMAIL: mark@simpsonengineeringllc.com

JMJ

DATE: 6/9/09

SCALE: AS NOTED

REVISED:

SHEET 1 OF 1