

AGREEMENT FOR MAINTENANCE OF
STORM WATER DETENTION SYSTEM

Legacy Rochester Hills Site

This agreement is made on MARCH 7, 2013, by CONDOMINIUM DEVELOPMENT, LLC
(Developer), whose address is 1683 WEST HAMLIN ROCHESTER HILLS, MI 48309;

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

RECITALS: Paul Rosati

WHEREAS, Developer owns and occupies the property described in
attached Exhibit A; and

WHEREAS, MICKALICH ENGINEERING 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 EXHIBIT A; 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 Developer, or Homeowner's Association
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:** Developer prior to transfer to

Homeowner's Association and Homeowner's Association after transfer
A. Homeowner's Association and Homeowner's Association 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.

John Staran
Approved 4/2/13

3. **Action by City:** In the event Developer or Homeowner's Association successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Developer or Homeowner's Association 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 Developer or Homeowner's Association 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 Developer:

Paul Rosati, Member
Legacy Rochester Hills Site Condominium Development, LLC
1683 West Hamlin 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. **Recording of Agreement:** This agreement shall be recorded at the Oakland County

Register of Deeds.

Legacy Rochester Hills Site Condominium Development, LLC

By: *Paul Rosati*

Print or type name: *Paul Rosati*

Title: *Member*

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

By: *Tina Barton*, City Clerk

STATE OF MICHIGAN
COUNTY OF *OAKLAND*

This agreement was acknowledged before me on *MARCH 7*, 20*13*,
by *Paul Rosati*, who is the *member*
of *Legacy Rochester Hills Site Condominium Development, LLC* a *MICHIGAN* *Limited Liability*
Company, on behalf of the *Limited Liability Company*.



Marco Oreste Rosati, notary public
OAKLAND County, Michigan
My commission expires:

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

Drafted By:

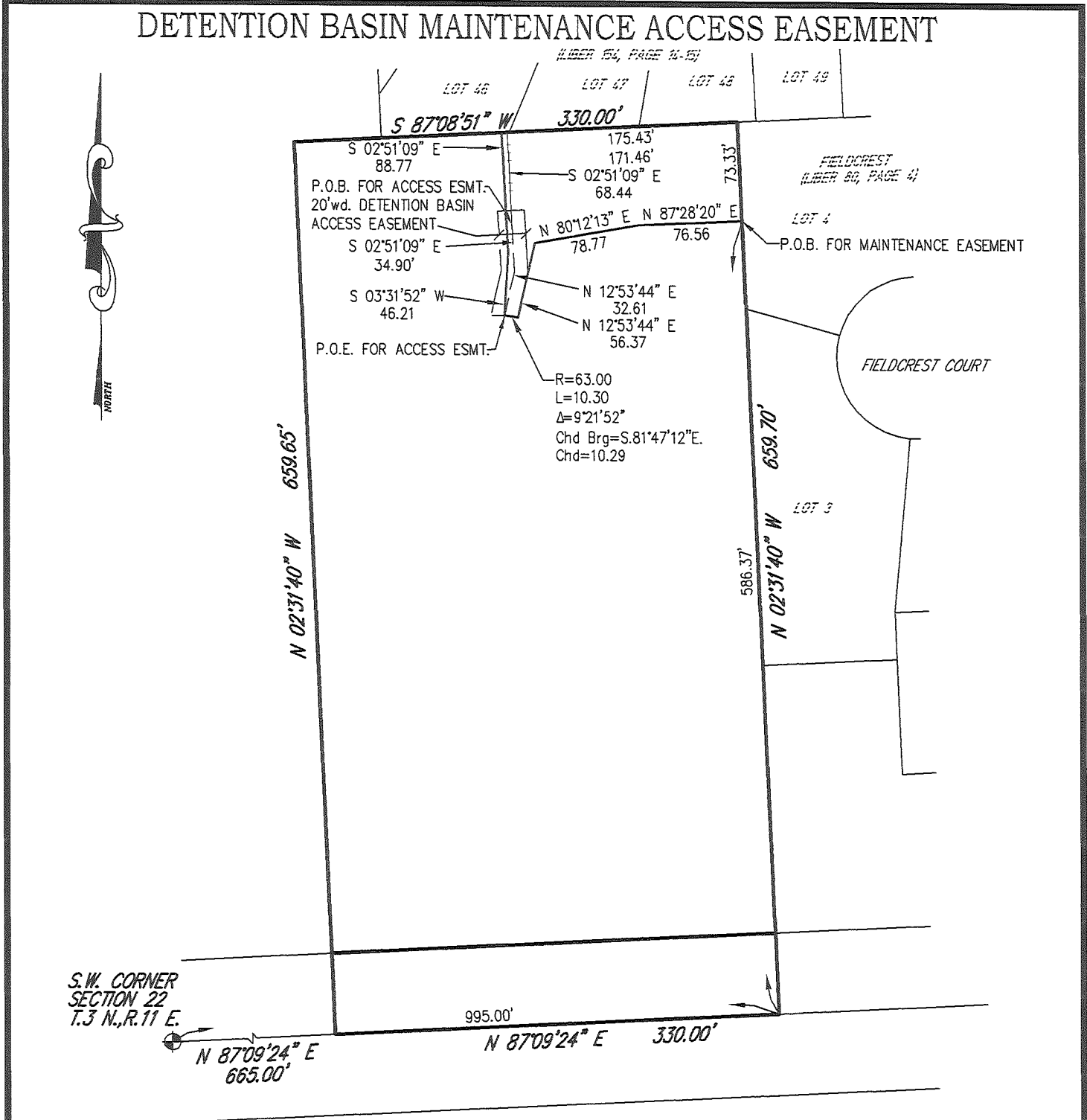
Marco Rosati
1683 West Hamlin Road
Rochester Hills, MI 48309

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

When Recorded Return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Exhibit A

DETENTION BASIN MAINTNANCE ACCESS EASEMENT



LEGAL DESCRIPTION - PARCEL

PART OF THE S.W. 1/4 OF SECTION 22, T.3N.,R.11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N.87°09'24"E., 665.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 22 AND THE CENTERLINE OF HAMLIN ROAD (RIGHT OF WAY VARIES), FROM THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE N.02°31'40"W., 659.65 FEET; THENCE N.87°08'51"E., 330.00 FEET IN PART ALONG THE SOUTH LINE OF "AVON HILLS VILLAGE", PART OF THE S.W. 1/4 OF SECTION 22, T.3 N.,R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 154, PAGE 14-15, O.C.R.; THENCE S.02°31'40"E., 659.70 FEET IN PART ALONG THE WEST LINE OF "FIELDCREST", A SUBDIVISION OF PART OF THE S.W. 1/4 OF SECTION 22, T.3 N.,R.11 E., AVON TWP., OAKLAND CO., MICHIGAN AS RECORDED IN LIBER 80, PAGE 4, O.C.R., TO SAID CENTERLINE OF HAMLIN ROAD; THENCE S.87°09'24"W., 330.00 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. CONTAINING 217,689 SQUARE FEET OR 4.998 ACRES AND SUBJECT TO THE RIGHTS OF THE PUBLIC ON HAMLIN ROAD AND ANY EASEMENTS OR RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION - DETENTION BASIN MAINTNANCE EASEMENT

A DETENTION BASIN MAINTNANCE EASEMENT DESCRIBED AS BEING PART OF THE S.W. 1/4 OF SECTION 22, T.3N.,R.11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N.87°09'24"E., 995.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 22 AND THE CENTERLINE OF HAMLIN ROAD (RIGHT OF WAY VARIES) AND N.02°31'40"W., 586.37 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE N.02°31'40"W., 73.33 FEET; THENCE S.87°08'51"W., 175.43 FEET; THENCE S.02°51'09"E., 88.77 FEET; THENCE S.03°31'52"W., 46.21 FEET; THENCE 10.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 63.00 FEET, DELTA 9°21'52", LONG CHORD BEARS S.81°47'12"E., 10.29 FEET); THENCE N.12°53'44"E., 56.37 FEET; THENCE N.80°12'13"E., 78.77 FEET; THENCE N.87°28'20"E., 76.56 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - DETENTION BASIN ACCESS EASEMENT

A TWENTY FOOT (20.00') WIDE ACCESS EASEMENT, THE CENTERLINE DESCRIBED AS BEING PART OF THE S.W. 1/4 OF SECTION 22, T.3N.,R.11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N.87°09'24"E., 995.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 22 AND THE CENTERLINE OF HAMLIN ROAD (RIGHT OF WAY VARIES) AND N.02°31'40"W., 659.70 FEET AND S.87°08'51"W., 171.46 FEET AND S.02°51'09"E. 68.44 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE S.02°51'09"W., 34.90 FEET; THENCE S.12°53'44"W., 32.61 FEET TO THE POINT OF ENDING.

CLIENT:

LEGACY CONDOMINIUMS
RESIDENTIAL DEVELOPMENT
ROCHESTER HILLS, MI

MEI

Mickalich Engineering, Inc.

Civil Engineering | Land Surveying | Planning

15243 Hawley Road
Holly, MI 48442

(688) 246-9872
amickalich@gmail.com

DATE	02/04/13
SCALE	1"=100'
SHEET #	1 OF 1
JOB #	12-119