

**AGREEMENT FOR
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made on June 12, 2013, by ROCHESTER HILLS HOTELS, a Michigan limited liability company, of 1040 W. Hamlin Road, Rochester Hills, MI 48309 (“Developer”), 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 system (the “System”) comprised of storm sewer pipe, catch basins, manholes, swales, roof drain pipes and cleanouts, oil and debris stop device, and a water quality treatment structure and device (the joint parcel use sediment basin) 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, and water quality treatment facilities and devices, storm sewer pipe, catch basins, manholes, oil and debris stop device, swales, and the roof drain pipe and cleanouts shall be used solely for the purpose of conveying, 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 or treat the storm and surface drainage; and (ii) an adequate alternative for conveying, and treating storm and surface drainage has been provided which is acceptable to the City and which includes 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 Operations and Maintenance Manual attached as Exhibit “C”.

b. Proper maintenance of the System shall include, but is not limited to: (i) Removing accumulated sediment, oil/grease, trash, and debris from the catch basins, sumps, manholes, storm sewers, oil and debris stop device, and treatment structure (the sediment basin); (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, and safety features; (iv) Controlling the effects of erosion; (v) Inspection and cleaning of the water quality treatment device (the sediment basin); (vi) Inspection of drainage structures and storm sewers for structural integrity; (vii) Inspection and cleaning of the storm sewer and catch basins upstream from the storm sewer outlet; and (viii) any

6/17/13
John Stew
Approved

other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System.

3. **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.

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 under this agreement, plus a ten (10%) 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.

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 The Property Manager:

Asad M. Malik
Rochester Hills Hotels, LLC
1040 W. Hamlin Road
Rochester Hills, MI 48309

To The City:

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 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.

7. **Recording of Agreement:**

This agreement shall be recorded at the Oakland County Register of Deeds.

ROCHESTER HILLS HOTELS, LLC

CITY OF ROCHESTER HILLS

By: _____

By: _____

Asad M. Malik

Bryan K. Barnett, Mayor

Asad Malik

Print Name

By: _____

Tina Barton, Clerk

Its: Authorized Representative

STATE OF MICHIGAN

COUNTY OF OAKLAND

This agreement was acknowledged before me on JUNE 12, 2013, by

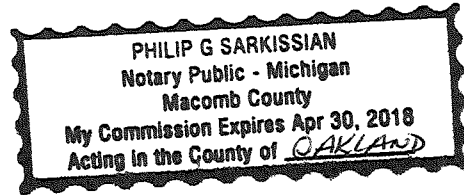
Asad M. Malik, Authorized Representative of ROCHESTER HILLS HOTELS, LLC.

Philip G Sarkissian

Notary Public

MACOMB County, State of MICHIGAN
ACTING IN OAKLAND COUNTY

My commission expires: _____



STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 2013, by

Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the CITY OF ROCHESTER HILLS, on behalf of
the City.

Notary Public

_____ County, State of Michigan

My commission expires: _____

Approved as to form:

Rochester Hills City Attorney

Drafted by:

Michael R. Pifer
Kraft Engineering and Surveying, Inc.
409 W. Seventh Street
Flint, MI 48503

When Recorded Return to:

City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 85°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 1,526.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE 332.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 348.00 FEET, CENTRAL ANGLE 54°46'06" AND A CHORD THAT BEARS N. 23°59'27" E. 320.13 FEET; THENCE 35.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 50.00 FEET, CENTRAL ANGLE 40°34'07" AND A CHORD THAT BEARS N. 12°03'07" W. 34.67 FEET; THENCE N. 32°20'10" W. 26.21 FEET; THENCE N. 25°40'51" W. 86.28 FEET; THENCE N. 32°20'10" W. 46.59 FEET; THENCE 57.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 132.00 FEET, CENTRAL ANGLE 24°58'42" AND A CHORD THAT BEARS N. 19°50'49" W. 57.09 FEET; THENCE N. 07°21'28" W. 209.78 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY N. 83°38'00" E. 431.22 FEET TO THE POINT OF BEGINNING; THENCE N. 86°15'27" E. 391.08 FEET; THENCE S. 03°44'33" E. 261.19 FEET; THENCE S. 08°46'50" W. 63.15 FEET; THENCE S. 22°33'34" W. 4.59 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) 216.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 298.00 FEET, CENTRAL ANGLE 41°31'47" AND A CHORD THAT BEARS N. 88°12'18" W. 211.30 FEET, AND 2) S. 71°01'50" W. 171.04 FEET; THENCE N. 03°44'33" W. 351.49 FEET TO THE POINT OF BEGINNING.

7/15/13 Mike Tawnt
Approved

EXHIBIT B
STORM WATER SYSTEM PLAN

See Attached

Proposed Description SEE SURVEY DETAIL SHEET C3
 A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, T. 3 N. R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:
 COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 89°49'02" E. 1.133 FEET; THENCE ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 89°49'02" E. 1,526.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE 332.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 348.00 FEET, CENTRAL ANGLE 54°46'06" AND A CHORD THAT BEARS N. 23°59'27" E. 320.13 FEET; THENCE 35.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 50.00 FEET, CENTRAL ANGLE 40°34'07" AND A CHORD THAT BEARS N. 12°51'07" W. 34.87 FEET; THENCE N. 12°51'07" W. 28.21 FEET; THENCE N. 25°40'51" W. 85.28 FEET; THENCE N. 32°20'10" W. 46.59 FEET; THENCE 57.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 132.00 FEET, CENTRAL ANGLE 24°58'42" AND A CHORD THAT BEARS N. 17°50'48" W. 57.09 FEET; THENCE N. 0°21'28" W. 208.78 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY N. 83°18'00" E. 431.2 FEET TO THE POINT OF BEGINNING; THENCE N. 86°45'27" E. 391.08 FEET; THENCE S. 03°44'33" E. 261.19 FEET; THENCE S. 08°46'50" W. 63.15 FEET; THENCE S. 22°33'34" W. 4.59 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) 216.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 298.00 FEET, CENTRAL ANGLE 41°31'47" AND A CHORD THAT BEARS N. 88°12'18" W. 211.30 FEET, AND 2) S. 71°01'50" W. 171.04 FEET; THENCE N. 03°44'33" W. 351.49 FEET TO THE POINT OF BEGINNING CONTAINING 2.82 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



LOCATION MAP
NO SCALE

NOTE: THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY THE DEVELOPER'S CONSTRUCTION COMPANY STARBEST CONSTRUCTION AND ITS EXCAVATOR GENERAL CONTRACTOR.

NOTE: SOIL TYPE 36A (METAMORA SANDY LOAM) AND 31C (FOX SANDY LOAM) FROM OAKLAND CO. SOIL SURVEY.

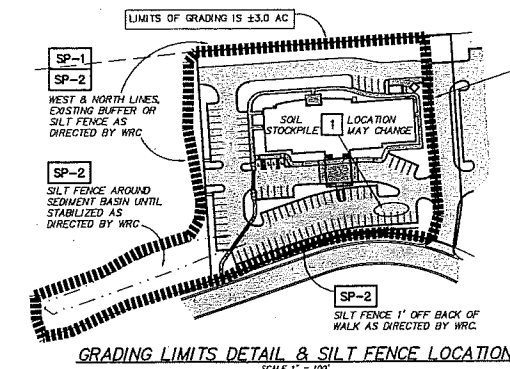
NOTE: REFER TO FINAL ENGINEERING PLANS FOR CONSTRUCTION DESIGN DETAILS. THIS PLAN IS FOR SOIL EROSION PURPOSES ONLY.

N.P.D.E.S. STATEMENT
 THERE WILL BE 1.8 ACRES (LESS THAN 5 ACRES) DISTURBED IN THIS PROJECT. AN IMPACT STATEMENT IS NOT REQUIRED.
CONSTRUCTION SEQUENCE
 1. Location and staking of lot.
 2. Implementation of temporary erosion control measures, selective grading, diversion of runoff to field, protection of stream sewer facilities.
 3. Periodic maintenance of affected erosion control measures.
 4. Permanent measures, final grading, seeding and mulching.

SOIL EROSION & SEDIMENTATION CONTROL
 1. Developer/property owner shall submit a detailed erosion control plan and obtain a Soil Erosion & Sedimentation Control Permit prior to any earth changes.
 2. Construction operations shall be scheduled and performed so that preventive erosion control measures are in place prior to excavation and temporary stabilization measures are in place immediately following building and/or grading operations.
 3. Burrow and 18" deep areas will be selected and approved in line of plan review.
 4. Spread procedures will be taken to the use of construction equipment to prevent erosion.
 5. Cleanup will be done to a maximum to ensure that erosion control measures are not disturbed.
 6. The project will continue to be inspected for soil erosion and sediment control compliance. Deficiencies will be corrected by the developer within 24 hours.
 7. Temporary erosion control measures shall be completely removed by the developer upon establishment of permanent control measures.

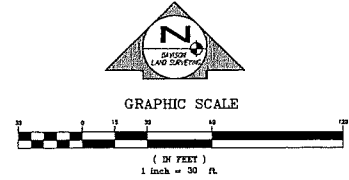
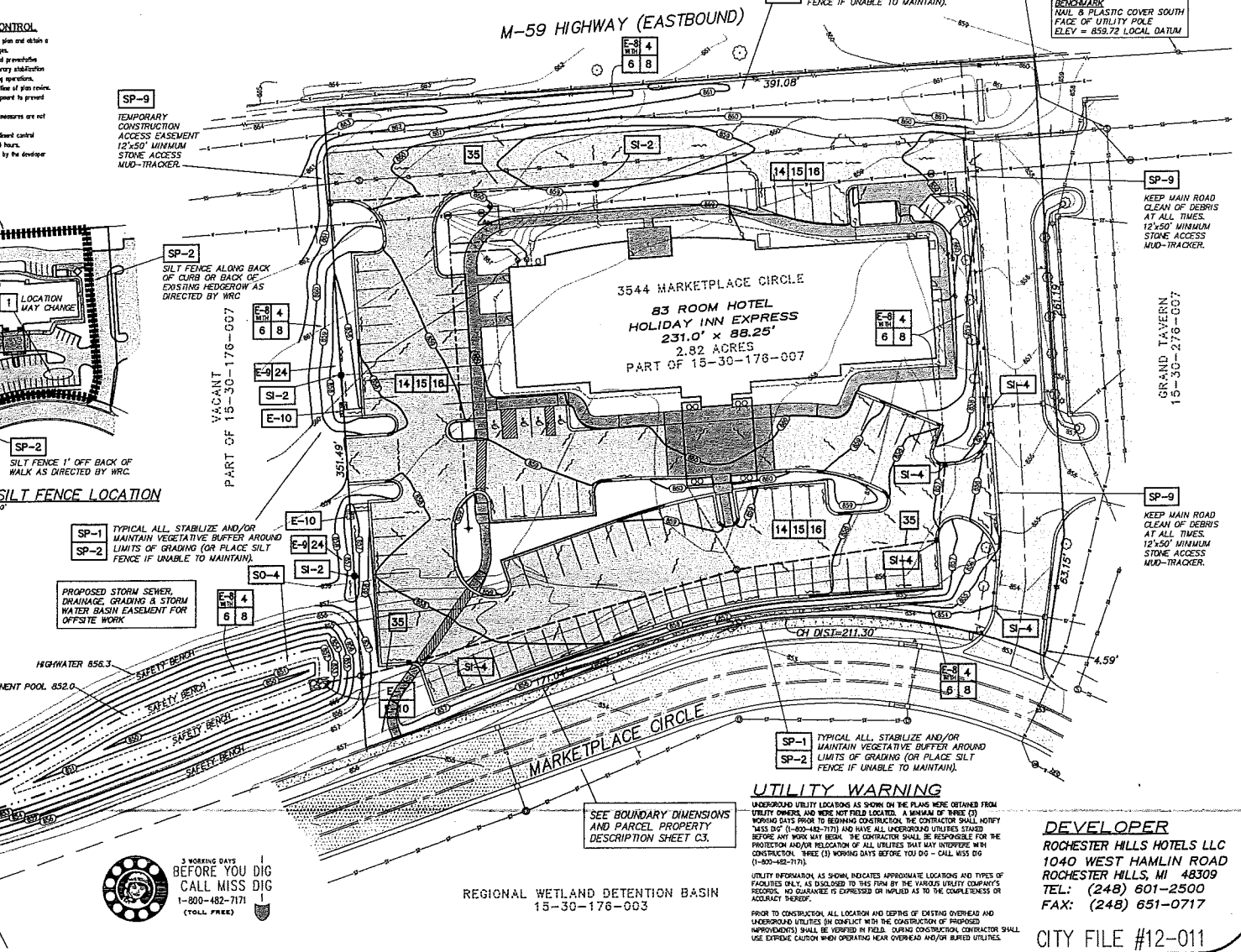
SEE WRC KEYING SYSTEM FOR EROSION CONTROL KEY NUMBERS SHEET ON THIS PLAN. UNLESS KEY SYSTEM USED WHEN SIMILAR WRC KEY IS NOT AVAILABLE.

WRC KEY	UNIFIED KEY	DETAIL
	1	Stripy & Double Layer
E-8	2	Scarify & Seed
	4	Hydraulic Distribution
E-9	6	Soil with 1/2" Sand and 1/2" Gravel
	8	Gravel
SP-1	9	Hydraulic Active Filter
E-10	13	Form, Active, Sediment
SP-9	14	Apron Cover
	15	Flap
	16	Soil & Mulch
	24	Structural Protection
SO-4	33	Underdrain Pipe
SO-2	34	Subsoil Drain
	35	Soil Blank
SI-2	36	Soil Blank with Top
SI-3	40	Soil Blank with Top
SP-2	54	Soil Blank with Top



ROCHESTER HILLS PLAN NOTES

- All areas not shown on plan and not shown on a related sheet shall be constructed in accordance with the approved plan.
- All structures and permanent structures shall be constructed in accordance with the approved plan and shall be subject to the approval of the City of Rochester Hills.
- Any structures that are not shown on the plan shall be constructed in accordance with the approved plan and shall be subject to the approval of the City of Rochester Hills.
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LEGEND

EXISTING	PROPOSED
0	1
2	3
4	5
6	7
8	9
10	11
12	13
14	15
16	17
18	19
20	21
22	23
24	25
26	27
28	29
30	31
32	33
34	35
36	37
38	39
40	41
42	43
44	45
46	47
48	49
50	51
52	53
54	55
56	57
58	59
60	61
62	63
64	65
66	67
68	69
70	71
72	73
74	75
76	77
78	79
80	81
82	83
84	85
86	87
88	89
90	91
92	93
94	95
96	97
98	99
100	101

REFERENCE BENCHMARK
 RIM SAN MARCO ELEV = 857.21 AND
 RIM WATER W/H ELEV = 857.55
 FROM CITY FILE 05-030.6 SHEET C01
 NOTE: NO DATUM NOTED.

BENCHMARK
 WALL & PLASTIC COVER SOUTH
 FACE OF UTILITY POLE
 ELEV = 859.72 LOCAL DATUM

Exhibit B



REGIONAL WETLAND DETENTION BASIN
15-30-176-003

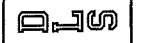
SEE BOUNDARY DIMENSIONS AND PARCEL PROPERTY DESCRIPTION SHEET C3.

UTILITY WARNING
 UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THIS PLAN WERE OBTAINED FROM UTILITY OWNERS AND WERE NOT FIELD LOCATED. A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) AND HAVE ALL UNDERGROUND UTILITIES STAKED BEFORE ANY WORK MAY BEGIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION. THREE (3) WORKING DAYS BEFORE YOU DIG - CALL MISS DIG (1-800-482-7171).

DEVELOPER
 ROCHESTER HILLS HOTELS LLC
 1040 WEST HAWLIN ROAD
 ROCHESTER HILLS, MI 48309
 TEL: (248) 601-2500
 FAX: (248) 651-0717

CITY FILE #12-011

DAVISON Land Surveying, Inc.
 1063 South State Street, Suite 9
 Davison, MI 48423
 Office: (810) 653-5669 Fax: (810) 658-9388



REVISIONS

No.	Description	Date	By
1	PER CITY REVIEW (MAY 12-21-12)	1-10-13	R.V.
2	PER CITY BLDG DEPT REGISTRATION ADDRESS	2-11-13	R.V.

SOIL EROSION PLAN

Drawn by:	Checked by:	Scale:
R.V.	R.V.	AS SHOWN

SURVEYOR:
 Charles J. Lillibridge, P.E. No. 40182
 JOB No. 12-054

HOLIDAY INN EXPRESS
 HOTEL & SUITES
 ROCHESTER HILLS HOTELS LLC
 SURVEY LOCATION
 PART OF THE SW 1/4 SECTION 30, T3N R11E
 CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MI

12-054
 SHEET NO.
 C6 of 8

EXHIBIT C

STORM WATER MAINTENANCE SCHEDULE

See Attached

Table A
MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

Task	Storm Sewer	Catch Basin Sumps	Catch Basin Inlets	Channels	Outflow Control Structures	Rip-Rap	Filtration Basins	Storm Water Storage Facilities	Wetlands	Emergency Overflow	Schedule
Inspect for sediment accumulation		X		X	X		X	X			Weekly
Removal of sediment		X		X	X		X	X			As necessary and prior to turnover
Inspect for floatables and debris				X	X		X	X			Quarterly
Cleaning of floatables and debris				X	X		X	X			Quarterly and at turnover
Inspection for erosion				X	X		X	X			Weekly
Re-establish permanent vegetation on eroded slopes				X			X	X			As needed and prior to turnover
Replacement of stone					X	X					As needed
Mowing				X			X	X			0-2 times per year
Inspect structural elements during wet weather and compare to as-built plans (by engineer)	X	X	X	X	X		X	X	X	X	Annually and at turnover
Make adjustments or replacements as determined by pre-turnover inspection				X	X		X	X			As needed

b

**Table B
PERMANENT MAINTENANCE TASKS, SCHEDULE AND BUDGET**

Task	Storm Sewer	Catch Basin Sumps	Catch Basin Inlets	Channels	Outflow Control Structures	Rip-Rap	Filtration Basins	Storm Water Storage Facilities	Wetlands	Emergency Overflow	Schedule
Inspect for sediment accumulation / Removal of sediment		X		X	X		X	X			Annually / As determined by inspection.
Inspect for floatables and debris / Cleaning of floatables and debris			X	X	X		X	X			Annually / As determined by inspection
Inspection for erosion				X	X		X	X			Annually
Re-establish permanent vegetation on eroded slopes				X			X	X			As needed
Replacement of stone					X	X					Every 3-5 years as needed
Mowing				X			X	X			0-2 times per year
Inspect storm water system components during wet weather and compare to as-built plans (by engineer)	X	X	X	X	X	X	X	X	X	X	Annually
Make adjustments or replacements as determined by inspection				X	X		X	X			As needed
Clean streets											Semi-annually
Keep records of all inspections and maintenance activities and report to resp. party											Annually
Keep records of all costs for inspections, maintenance and repairs and report to responsible party											Annually