

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

This agreement is made on AUGUST 18, 2004, by SINGH IV LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, whose address is 7125 ORCHARD LAKE RD, STE. 200, WEST BLOOMFIELD, MI 48322 and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, SINGH IV LIMITED PARTNERSHIP owns and occupies the property described in attached Exhibit A; and

WHEREAS, SINGH IV LIMITED PARTNERSHIP has PROPOSED, 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 ATTACHED 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, <sup>LOCATED AS DESCRIBED AND DEPICTED IN EXHIBIT B</sup> 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 SINGH IV LIMITED PARTNERSHIP, 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. SINGH IV LIMITED PARTNERSHIP 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 SINGH IV LIMITED PARTNERSHIP 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 SINGH IV LIMITED PARTNERSHIP 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 SINGH IV LIMITED PARTNERSHIP 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 SINGH IV LIMITED PARTNERSHIP:

SINGH IV LIMITED PARTNERSHIP

7125 ORCHARD LAKE RD., STE. 200

WEST BLOOMFIELD, MI 48322

To the City:

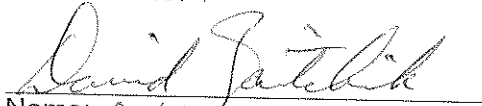
Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

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:

  
Name: DAVID ZAITCHIK

  
Name: JANE DIETRICH

By:   
LUSHMAN S. GREWAL, VICE PRESIDENT  
SINGH GENERAL CORP., A MICHIGAN CORPORATION, GENERAL  
Its: PARTNER OF SINGH IV LIMITED PARTNERSHIP  
A MICHIGAN LIMITED PARTNERSHIP

CITY OF ROCHESTER HILLS

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Pat Somerville, Mayor

Name: \_\_\_\_\_

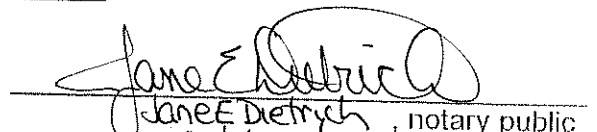
By: \_\_\_\_\_  
Beverly A. Jasinski, Clerk

Name: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on AUGUST 18, 2004, by LUSHMAN S. GREWAL, VICE PRESIDENT of SINGH GENERAL CORP., GENERAL PARTNER OF SINGH IV LIMITED PARTNERSHIP on behalf of the CORPORATION.

  
Jane E. Dietrich, notary public  
Oakland County, Michigan  
My commission expires: 06/08/2005

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, by Pat Somerville, Mayor, and Beverly A. Jasinski, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:  
LARRY KILGORE  
7125 ORCHARD LAKE RD., STE. 200  
WEST BLOOMFIELD, MI 48322

\_\_\_\_\_, 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

LEGAL DESCRIPTION

WALTONWOOD AT MAIN

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

A part of the Northeast 1/4 of Section 10, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 10; thence South 01°00'00" West, 825.23 feet, along the East Line of said Section 10 and the Centerline of Rochester Road, to the point of beginning; thence continuing South 01°00'00" West, 322.78 feet, along the East Line of said Section 10 and the centerline of said Rochester Road; thence North 89°10'00" West, 716.13 feet, to a point on the Easterly line of "North Hill Subdivision", as recorded in Liber 78 of Plats, on Pages 36 and 37, Oakland County Records; thence North 01°37'57" East, 323.20 feet, along the Easterly line of the platted right-of-way of Pine Street and the Easterly Line of Lot 61, of said "North Hill Subdivision" (recorded as South 01°30'40" West), to the Northeast corner of said Lot 61; thence South 89°08'07" East, 712.56 feet, along the Southerly Line of Lot 60 and Lot 1 of said "North Hill Subdivision" and an extension thereof (recorded as North 89°10' West), to the point of beginning. All of the above containing 5.296 Acres, all of the above being subject to the rights of the public in Rochester Road and Pine Street.

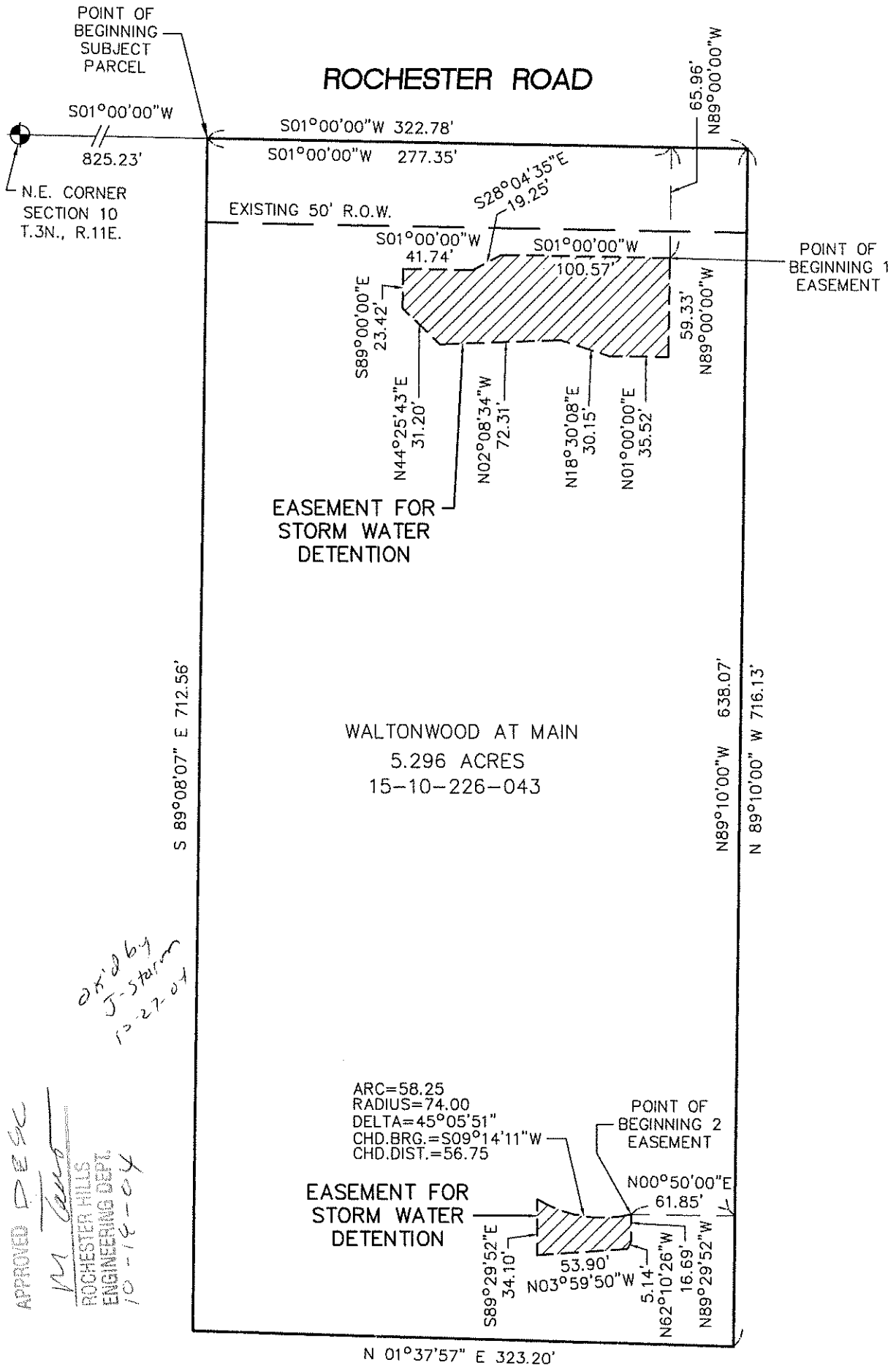
Property Tax I.D. Number: 15-10-226-043

APPROVED *[Signature]*

*[Signature]*  
ROCHESTER HILLS  
ENGINEERING DEPT.

10-13-04

# EXHIBIT B 10F2



REV. 10-12-2004

## EASEMENT FOR STORM WATER DETENTION

**SEIBER, KEAST & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

**MILLETICS AND ASSOCIATES, L.L.C.**  
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123  
(248) 473-7880

**WALTONWOOD AT MAIN**  
**SECTION 10, T.3N., R.11E.,**  
**CITY OF ROCHESTER**  
**OAKLAND COUNTY, MICHIGAN**

SCALE:	1" = 80'
DATE:	7-29-2004
JOB NO.:	95-026
DWG FILE:	95-026EE3
DRAWN BY:	KAL
CHECK:	P.K.
SHEET:	1 OF 1


# EXHIBIT B 2 OF 2

Revised October 12, 2004  
July 30, 2004  
Job. No. 95-026  
Waltonwood at Main

## EASEMENT FOR STORM WATER DETENTION (Over Parcel 15-10-226-043) LEGAL DESCRIPTION

An easement for storm water detention being a part of the Northeast 1/4 of Section 10, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan; said easement being more particularly described as commencing at the Northeast Corner of said Section 10; thence South 01°00'00" West, 825.23 feet, along the East line of said Section 10 and the centerline of Rochester Road, to the Northeast corner of the Subject Parcel; thence continuing South 01°00'00" West, 277.35 feet, along the East line of said Section 10 and the centerline of said Rochester Road; thence North 89°00'00" West, 65.96 feet, to the POINT OF BEGINNING 1; thence North 89°00'00" West, 59.33 feet; thence North 01°00'00" East, 35.52 feet; thence North 18°30'08" East, 30.15 feet; thence North 02°08'34" West, 72.31 feet; thence North 44°25'43" East, 31.20 feet; thence South 89°00'00" East, 23.42 feet; thence South 01°00'00" West, 41.74 feet; thence South 28°04'35" East, 19.25 feet; thence South 01°00'00" West, 100.57 feet, to the POINT OF BEGINNING 1.

AND ALSO, said easement being more particularly described as commencing at the Northeast Corner of said Section 10; thence South 01°00'00" West, 825.23 feet, along the East line of said Section 10 and the centerline of Rochester Road, to the Northeast corner of the Subject Parcel; thence continuing South 01°00'00" West, 322.78 feet, along the East line of said Section 10 and the centerline of said Rochester Road; thence North 89°10'00" West, 638.07 feet, along the Southerly boundary of the Subject Parcel; thence North 00°50'00" East, 61.85 feet, to the POINT OF BEGINNING 2; thence North 89°29'52" West, 16.69 feet; thence North 62°10'26" West, 5.14 feet; thence North 03°59'50" West, 53.90 feet; thence South 89°29'52" East, 34.10 feet; thence 58.25 feet along a curve to the left, said curve having a radius of 74.00 feet, a central angle of 45°05'51", and a chord bearing and distance of South 09°14'11" West, 56.75 feet, to the POINT OF BEGINNING 2.

Approved: PEEC  
  
ROCHESTER HILLS  
ENGINEERING DEPT.  
10-19-04

# EXHIBIT C

Revised October 12, 2004  
July 30, 2004  
Job. No. 95-026  
Waltonwood at Main

## 12' WIDE EASEMENT FOR DETENTION BASIN ACCESS AND MAINTENANCE (Over Parcel 15-10-226-043) LEGAL DESCRIPTION

A 12 wide easement for detention basin access and maintenance being a part of the Northeast 1/4 of Section 10, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan; said easement being more particularly described as commencing at the Northeast Corner of said Section 10; thence South 01°00'00" West, 825.23 feet, along the East line of said Section 10 and the centerline of Rochester Road, to the Northeast corner of the Subject Parcel; thence continuing South 01°00'00" West, 303.78 feet, along the East line of said Section 10 and the centerline of said Rochester Road; thence North 89°10'00" West, 72.92 feet, to the POINT OF BEGINNING; thence North 89°10'00" West, 12.00 feet; thence North 01°00'00" East, 26.68 feet; thence South 89°00'00" East, 12.00 feet; thence South 01°00'00" West, 26.64 feet, to the POINT OF BEGINNING.

AND ALSO, said easement being more particularly described as commencing at the Northeast Corner of said Section 10; thence South 01°00'00" West, 825.23 feet, along the East line of said Section 10 and the centerline of Rochester Road, to the Northeast corner of the Subject Parcel; thence continuing South 01°00'00" West, 322.78 feet, along the East line of said Section 10 and the centerline of said Rochester Road; thence North 89°10'00" West, 686.13 feet, along the Southerly boundary of the Subject Parcel; thence North 01°37'57" East, 106.40 feet, to the POINT OF BEGINNING; thence North 01°37'57" East, 12.00 feet; thence South 89°10'06" East, 20.56 feet; thence South 03°59'50" East, 12.05 feet; thence North 89°10'06" West, 21.74 feet, to the POINT OF BEGINNING.

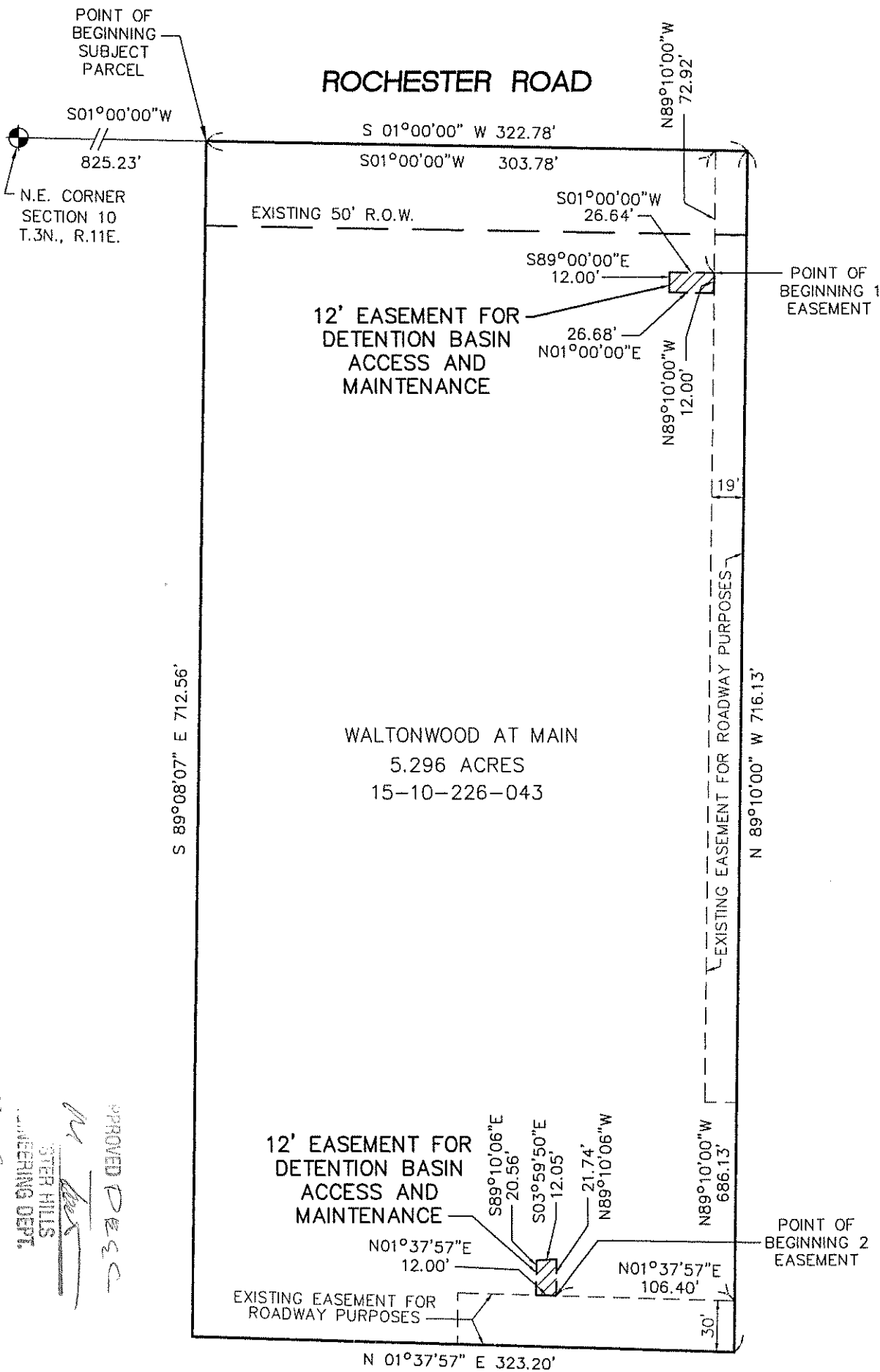
APPROVED *DESC*

*M. [Signature]*

ROCHESTER HILLS  
ENGINEERING DEPT.

10-19-04

# EXHIBIT C



10-19-04  
 APPROVED  
 STEPHEN HILLS  
 ENGINEERING DEPT.  
 [Signature]

## 12' EASEMENT FOR DETENTION BASIN ACCESS AND MAINTENANCE

REV. 10-12-2004



**SEIBER, KEAST & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123  
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**MILLETICS AND ASSOCIATES, L.L.C.**  
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