

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

This Agreement ("Agreement") is made on APRIL 13, 2006, by the UNIVERSITY SQUARE INVESTMENT CO., LLC, a Michigan limited liability company (the "Company"), whose address is 39520 Woodward Avenue, Bloomfield Hills, Michigan 48304, and the CITY OF ROCHESTER HILLS, a Michigan municipal corporation (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS:

WHEREAS, the Company owns and occupies the property described on the attached Exhibit A (the "Property"); and

WHEREAS, the Company has proposed, and the City has approved, a stormwater drainage and detention system (the "System") for the Property.

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, 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 the Company, or its successors, grantees or assigns, in writing that it is no longer necessary to use the System 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. The Company shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the associated storm sewer lines.

B. Proper maintenance of the System shall include, but not be limited to any maintenance that is reasonable and necessary in order to facilitate or accomplish the intended function and purpose of the System.

3. **Action by City:**

A. In the event the Company or its successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof as provided in Paragraph 2., above, the City may notify the Company 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 after receipt of such notice. 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 such responsibility. At the hearing, the City Council (or such 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.

B. Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake and make necessary corrections, and maintain the System for a period not to exceed one (1) year and the City shall have non-exclusive easements over the Property for this purpose. 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 (1) year, the City shall hold, and provide advance written notice of, a further hearing at which a determination shall be made as to whether the Company or its successors, grantees or assigns will not or cannot properly maintain the System, and, if so determined, the City may continue to maintain the System for another year, subject to a similar hearing and determination in subsequent years.

C. In the event the City determines an emergency condition exists caused by or relating to the System and which 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 then current owner(s) of the Property or any successor, grantee or assign of the Company the cost of maintenance or other corrective action undertaken by the City in accordance with Paragraph 3., above, 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 Property and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

5. **Notices:** 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 party in writing:

To UNIVERSITY SQUARE INVESTMENT CO., LLC

39520 Woodward Avenue
Bloomfield Hills, MI 48304
Attention: Thomas L.Giannico

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. The Company shall be relieved of all obligations hereunder upon conveyance of the Property to a third party or parties or upon the assumption and assignment of this Agreement by and to a condominium association formed with respect to any condominium project created on all or a portion of the Property.

7. **Recording of Agreement:** This agreement shall be recorded with the Oakland County Register of Deeds.

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

WITNESSES:

UNIVERSITY SQUARE INVESTMENT CO.,
LLC, a Michigan limited liability company

[Signature]
Name: Deborah Scott

[Signature]
By: Thomas L. Giannico

[Signature]
Name: Diane M Scott

Its: Member

CITY OF ROCHESTER HILLS

Name: _____

By: _____

Name: _____

Name: _____

By: _____

Name: _____

This Agreement was acknowledged before me on April 13th, 2006, by Thomas L. Giannico member of UNIVERSITY SQUARE INVESTMENT CO., LLC, a Michigan limited liability company, on behalf of said company.

[Signature]
Deborah Scott, Notary Public
Oakland County, Michigan

My commission expires: 9-27-06

STATE OF MICHIGAN
COUNTY OF OAKLAND

This Agreement was acknowledged before me on _____, 2006 by _____, of the City of Rochester Hills, on behalf of the City.

_____, Notary Public
_____, County, Michigan

My commission expires: _____

Drafted by:

Chad L. Findley, P.E.
Nowak & Fraus, PLLC
46777 Woodward Avenue
Pontiac, MI 48342

APPROVED AS TO FORM
J. Staron 5/3/06
ROCHESTER HILLS COUNSEL

When recorded return to:

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City of Rochester Hills
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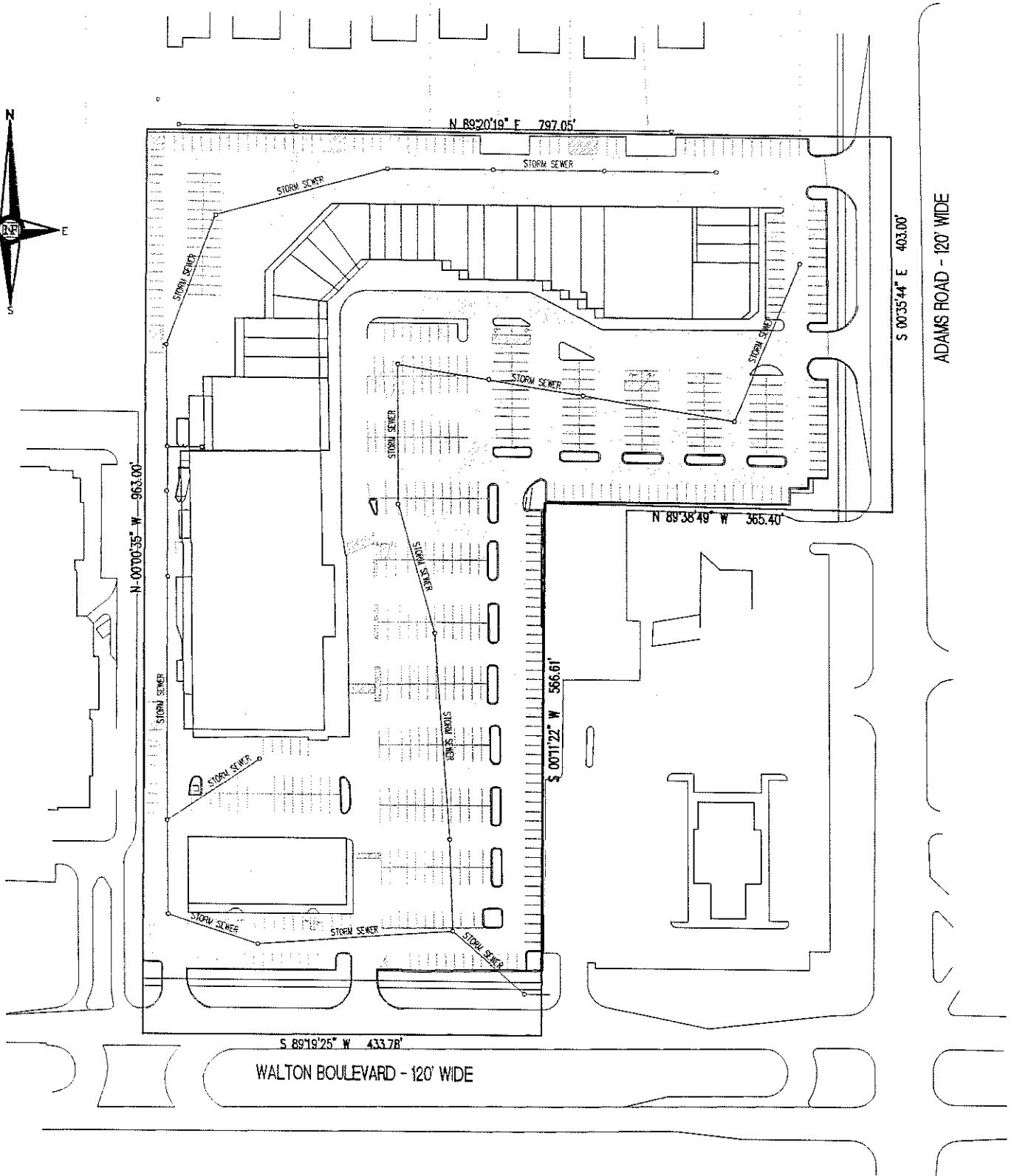
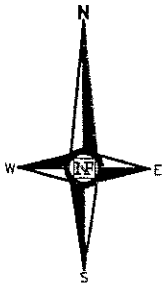
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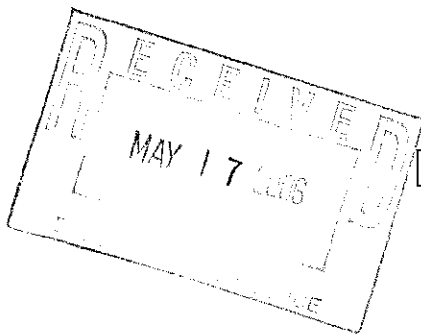
Containing 12.4 Acres of Land. Subject to any Easements, Restrictions, or Reservations Affecting the Described Premises.

Exhibit B

UNIVERSITY SQUARE



APPROVED *DESC*
M. Law
 ROCHESTER HILLS
 ENGINEERING DEPT.
 05-17-2006



STORM WATER DETENTION AREA

NOWAK & FRAUS

Civil Engineering • Land Surveying • Land Planning

4677 Woodward Avenue
 Pontiac, Michigan 48342-2219
 1310 North Stephenson Highway
 Royal Oak, Michigan 48067-1508

Tel. (248) 332-7931
 Fax. (248) 332-8257
 Tel. (248) 389-0866
 Fax. (248) 389-0805

DATED 5-11-06 JOB NO. E035 SCALE 1" = 150'

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

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RECITALS:

WHEREAS, the Company owns and occupies the property described on the attached Exhibit A (the "Property"); and

WHEREAS, the Company has proposed, and the City has approved, a stormwater drainage and detention system (the "System") for the Property.

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.

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Nowak & Fraus, PLLC
46777 Woodward Avenue
Pontiac, MI 48342

APPROVED AS TO FORM
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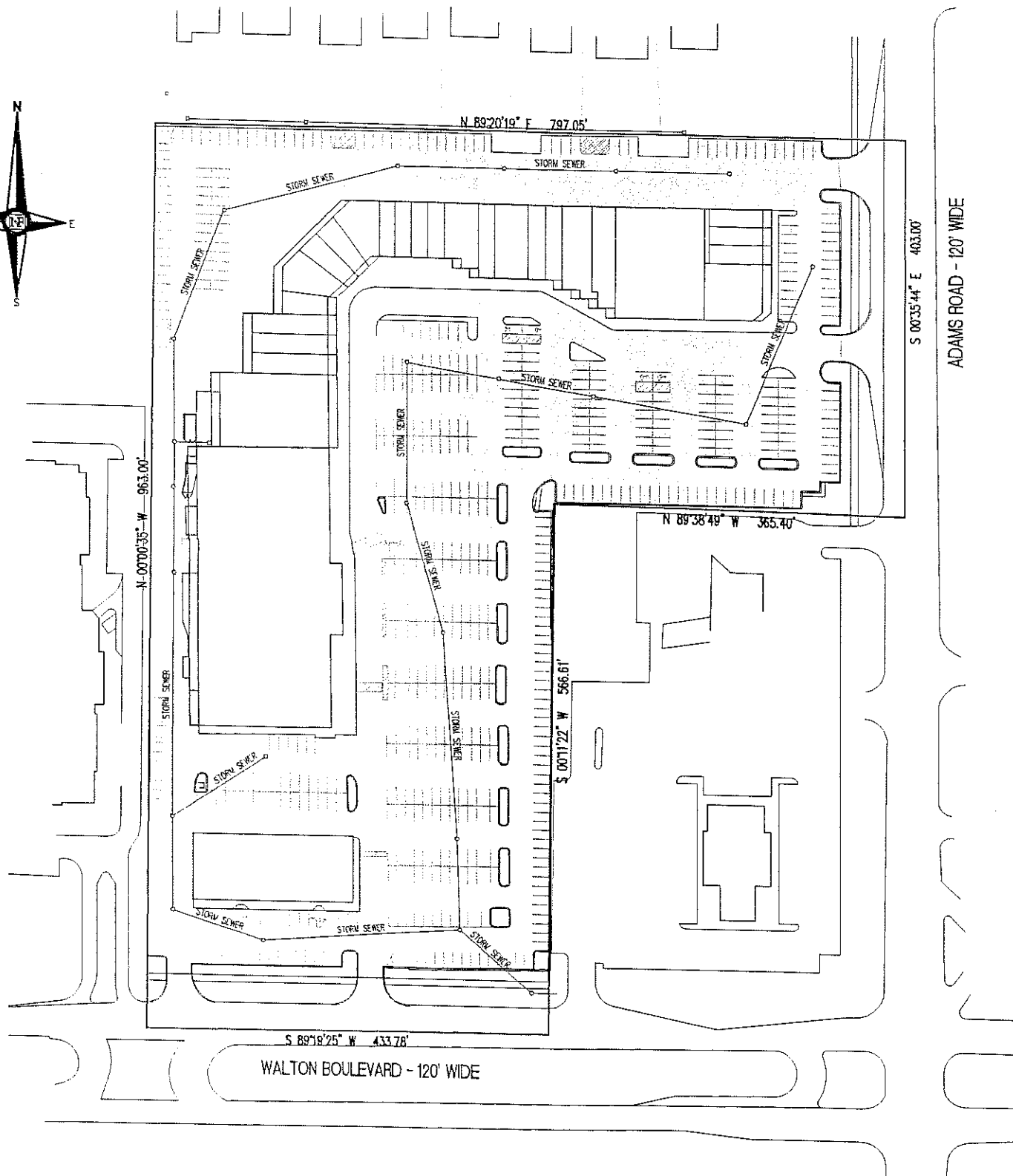
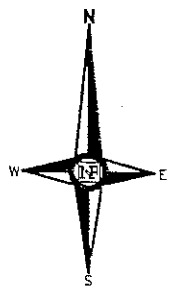
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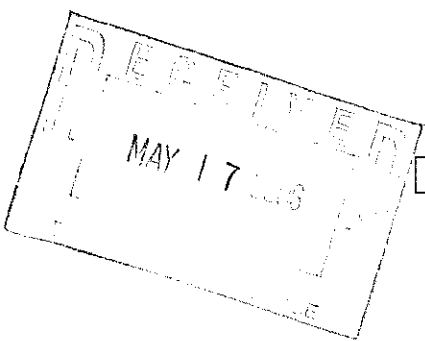
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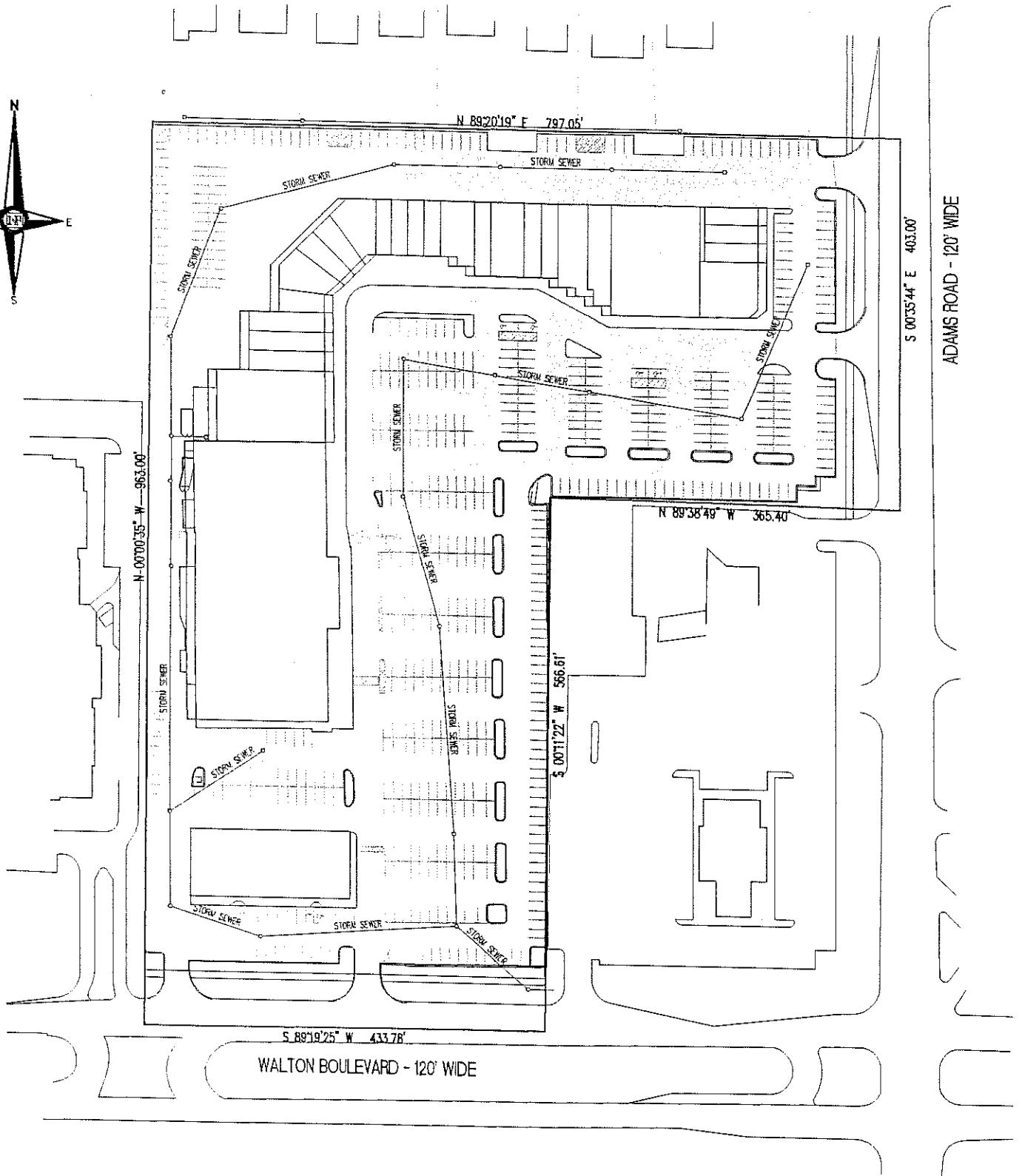
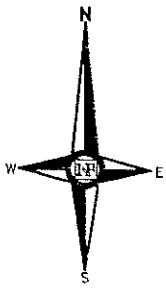
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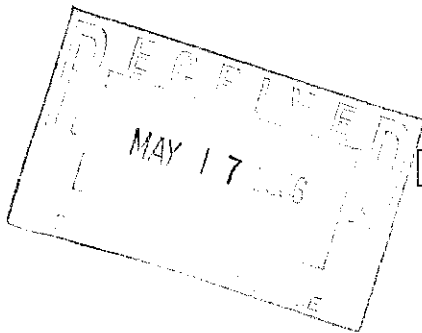
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