

AGREEMENT FOR  
STORM WATER SYSTEM MAINTENANCE

This Agreement is made on this 9<sup>th</sup> day of May, 2013 by CLARIDGE PROPERTIES, a Michigan limited partnership ("Owner"), TACO BELL OF AMERICA, LLC, a Delaware limited liability company ("Developer"), whose address is 1 Glen Bell Way, Irvine, CA 92618, and the CITY OF ROCHESTER HILLS (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Owner owns certain real property (the "Property") as described in the attached Exhibit A; and

WHEREAS, Developer leases from Owner the Property and Developer proposes to develop the Property; 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 a water quality treatment facility, storm sewer pipe, catch basins, and manholes 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:

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, and manholes 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 Owner, or Owner's successors, grantees or assigns, 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.

Maintenance

Developer, or in the alternative, Owner, shall be responsible for the proper maintenance, repair and replacement of the System and all parts thereof as detailed in the Maintenance Plan, attached as Exhibit C.

Proper Maintenance of the System shall include, but is not limited to: (i) Removing accumulated sediment, trash and debris from the catch basin structures and inlets; (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, and safety features; (iv) Controlling the effects of erosion on the Property; (v) Inspecting and cleaning the water quality treatment device; (vi) Inspecting inlet structures and storm sewer pipes for structural integrity; (vii) Inspecting and cleaning the storm sewer system and catch basin structures; (viii) Performing any other

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

#### Action by City

If, at any time, the Developer or Developer's successors, grantees or assigns, or in the alternative, Owner or Owner's successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify the Developer or Developer's successors, grantees or assigns, or in the alternative, Owner or Owner's successors, grantees or assigns. The notice shall be in writing and shall list and describe the 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 the 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 the Developer or Developer's successors, grantees or assigns, or in the alternative, Owner or Owner'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 that 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.

#### Charges

The City shall charge to the current owner of the Property the cost of maintenance or other corrective actions undertaken by the City under this agreement, plus a ten percent (10%) administrative fee. If not timely paid, the City reserves the right to 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.

#### 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 Developer:                   Taco Bell of America, LLC  
Attn: Legal Dept./Property Mgt.  
1 Glen Bell Way  
Irvine, CA 92618

To the Owner:                       Claridge Properties, L.P.  
6733 Bloomfield Lane  
West Bloomfield, MI 48322-3944

To the City:                         City Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

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.

Recording of Agreement

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



CITY:

City of Rochester Hills

1000 Rochester Hills Drive, Rochester Hills, MI 48309

BY: \_\_\_\_\_

Name: Bryan K. Barnett, Mayor

By: \_\_\_\_\_

Name: Tina Barton, City Clerk

STATE OF MICHIGAN )

)ss

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by \_\_\_\_\_ of \_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires:

Drafted by: *Laurence Cberich*

Taco Bell of America, LLC

1 Glen Bell Way

Irvine, CA 92818

When Recorded Return to:

Clerks Dept.

City of Rochester Hills

1000 Rochester Hills Drive

Rochester Hills, MI 48309

EXHIBIT 'A'

LEGAL DESCRIPTION

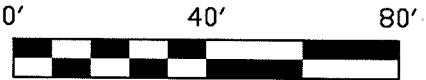
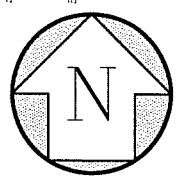
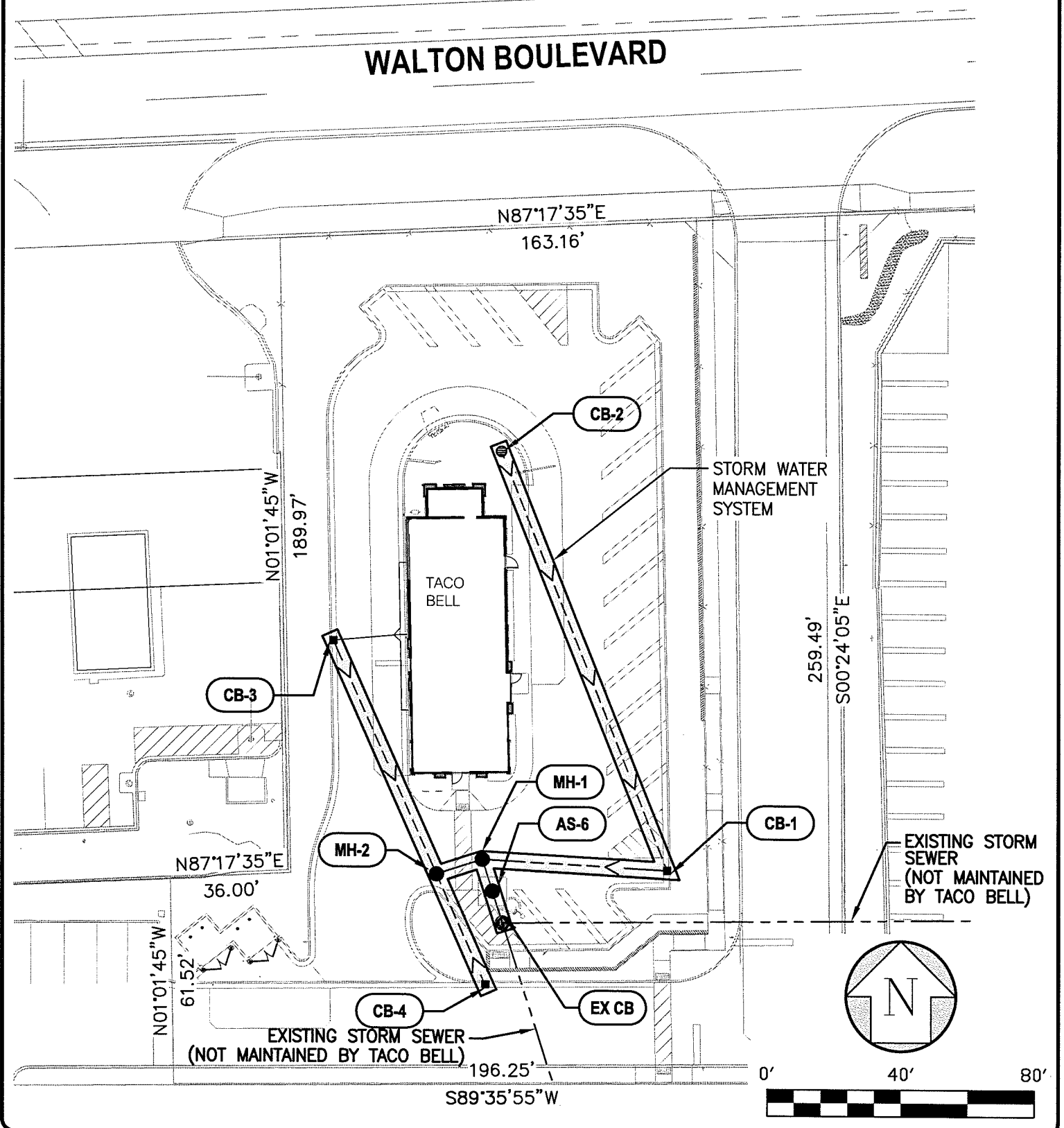
PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE N87°17'35"E (RECORDED AS EAST) ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 200.00 FEET (M&R); THENCE S01°01'45"E (RECORDED AS S01°40'40"W) A DISTANCE OF 60.03 FEET (M&R) TO THE SOUTHERLY RIGHT-OF-WAY OF WALTON BOULEVARD (120 FEET WIDE, PUBLIC) AND THE POINT OF BEGINNING. THENCE N87°17'35"E (RECORDED AS EAST) ALONG SAID RIGHT-OF-WAY A DISTANCE OF 163.16 FEET; THENCE S00°24'05"E A DISTANCE OF 259.49 FEET; THENCE S89°35'55"W A DISTANCE OF 196.25 FEET; THENCE N01°01'45"W A DISTANCE OF 61.52 FEET; THENCE N87°17'35"E (RECORDED AS EAST) A DISTANCE OF 36.00 FEET; THENCE N01°01'45"W (RECORDED AS N01°40'40"E) A DISTANCE OF 189.97 FEET (M&R) TO THE POINT OF BEGINNING. CONTAINS 43,660 SQUARE FEET (1.002 ACRES), MORE OR LESS.

Parcel ID: Part of 70-15-15-101-026

*Mike Tavant  
Approved 5/17/13*

EXHIBIT B - STORM WATER DRAINAGE SYSTEM PLAN

WALTON BOULEVARD



Client:  
 TACO BELL  
 1281 WALTON BOULEVARD  
 ROCHESTER HILLS, MICHIGAN  
 Sheet 1 OF 1

Job: 1143410  
 Date: 08/07/12  
 Scale: 1" = 40'  
 Drawn: JWU  
 Chk'd.: MTM  
 Rev'd.: 04/30/13



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EXHIBIT 'C'  
**OPERATIONS AND MAINTENANCE MANUAL**

April 2013

TACO BELL  
1281 WALTON BOULEVARD  
ROCHESTER HILLS, MICHIGAN

Owner:

Taco Bell of America, LLC  
1 Glen Bell Way  
Irvine, CA 92618

Prepared by:

Landtech Professional Surveying and Engineering  
P.O. Box 193  
1275 McGregor Way  
Grawn, MI 49637  
Phone: (231) 943-0050  
Contact: John W. Urbain, P.E.



## **INTRODUCTION**

This manual identifies the ownership, operation and maintenance responsibilities for the storm water management system, including the underground storm water sewer system and storm water quality unit as depicted on the approved construction plans as prepared by Landtech Professional Surveying and Engineering. This operations and procedures in this manual should be considered the minimum practices required to maintain the storm water management system. This manual should be reviewed in its entirety by all parties responsible for the operation and maintenance of the storm water management system.

Owner:

Taco Bell of America, LLC  
1 Glen Bell Way  
Irvine, CA 92618

## **SITE INFORMATION**

This Operations and Maintenance Manual has been prepared for the Taco Bell restaurant, located at 1281 Walton Boulevard, Rochester Hills, Michigan. A legal description of the property served by the storm water management system is included as Appendix A.

A Storm Water Management System Site Plan, has been included as Appendix B. This plan depicts the components of the storm water management system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm sewer pipes
- Storm sewer structures (manholes, inlets, catch basins, etc.)
- Storm water quality unit (Aqua-Swirl AS-6)

## **INSPECTIONS**

The frequency of the system inspections outlined in this manual are the minimum required to adequately monitor the performance and condition of the system. This schedule should be adjusted as system specific conditions warrant. An inspection schedule for the storm water management system is included as Appendix C.

Records of all inspections and any corrective actions taken for maintenance, repair, or replacement should be completed using the Inspection and Maintenance Log included as Appendix D, as well as any other necessary documentation, including photos, work orders, work plans, as-built documents, contact information of parties involved in the inspection and maintenance, and any other records of maintenance work. Records should be appended to this Manual and kept for a minimum of ten (10) years. A copy of

all records should be submitted to the City of Rochester Hills Engineering Division on an annual basis.

## **MAINTENANCE**

Regular inspection and maintenance of the storm water management system are necessary to ensure that the system is performing adequately. The most common cause of storm water management system failure is inadequate operation, inspection, maintenance, and management. It is the responsibility of the owner to ensure that the system is regularly inspected and that any operation and maintenance issues are addressed in a timely manner. Failure to provide proper system management can result in decreased system performance, and may ultimately result in higher maintenance costs or require system replacement.

The City of Rochester Hills and the owner of the property have entered into an Agreement for Storm Water System Maintenance. This agreement states that, if, at any time, the owner fails to properly maintain the system, the City of Rochester Hills has the right to enter the property and undertake any necessary corrective actions to correct the maintenance deficiencies. All associated costs of maintenance tasks undertaken by the City are the responsibility of the owner.

### General Maintenance Items

#### **Parking Lot**

Routine sweeping of all paved surfaces removes accumulations of sediment and trash that may enter the storm water management system during rain events. Parking lot sweeping should be performed regularly as necessary to limit sediment and trash build-up.

Any spilled oil, gasoline, or other hazardous substances should be cleaned up immediately upon discovery. Spent absorbent materials and rags will be hauled off-site immediately after the spill is cleaned up for disposal at a properly permitted disposal facility. Spills large enough to discharge to surface water should be reported to the National Response Center at 1-800-424-8802.

#### **Landscaping**

Maintenance tasks for landscaping should be adjusted as required for seasonal conditions. Lawns should be mowed regularly and periodically fertilized to maintain healthy growth. Dead or diseased areas should be reestablished with new grass cover to control sediments. Other landscaped areas should also be maintained by pruning and fertilizing during lawn maintenance to ensure healthy growth habit. Dead or diseased plants should be replaced as soon as possible and mulch beds replenished to ensure adequate ground cover.

Irrigation components should be regularly inspected to ensure sprinklers are functioning properly and that spray patterns are adjusted to provide full coverage of the landscaped areas. Sprinklers should also be adjusted to minimize spray onto impermeable surfaces.

### **Catch Basins/Inlets**

Catch basins, inlets, manholes, and sewer pipes should be inspected for sediment accumulation and clogging, floatable debris, hazardous substances, and damage. Any debris accumulated at the grate of the drainage structure should be removed on a weekly basis or after a storm event. Remove the casting on the drainage structure and inspect the sump and outlet pipes for sediment build-up, obstructions, or other problems. Obstructions should be removed immediately. Measure the sediment build-up in the sump. If measured sediment build-up is more than 50% of the sump depth, the sump should be thoroughly cleaned by either manual methods or by a vacuum truck.

Sediment removed from the drainage structures shall be transported to a facility that is properly permitted according to the local jurisdiction for disposal.

Structural repairs to the system, such as those necessary for cracks, spalling, joint failure, leakage, or misalignment or settlement of structures, should be performed immediately as necessary.

### **Storm Water Quality Unit**

Refer to the Aqua-Swirl Maintenance Manual, located in Appendix E, for inspection and maintenance tasks required for the Aqua-Swirl AS-6.

## APPENDIX A

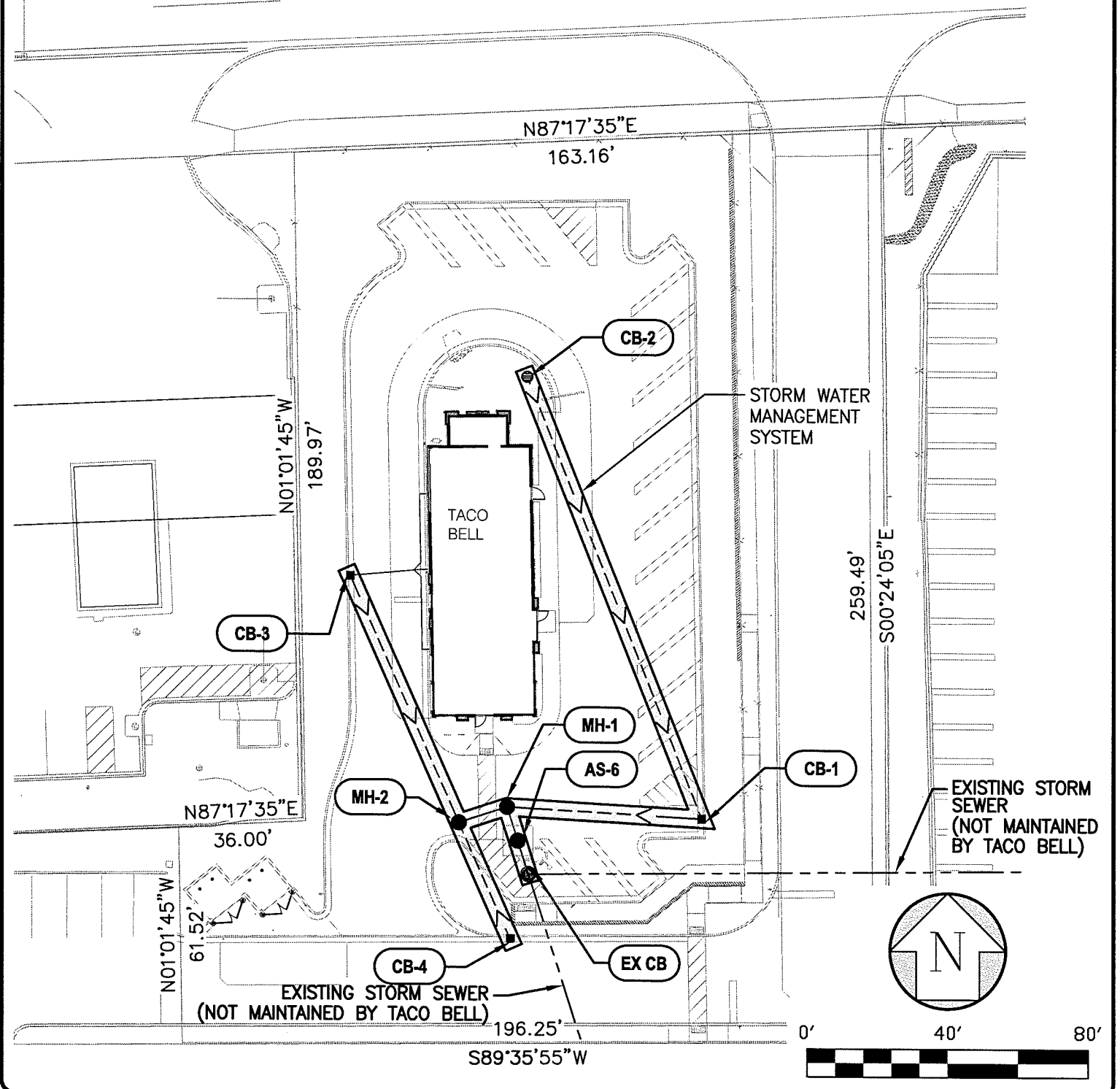
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Parcel ID: Part of 70-15-15-101-02

APPENDIX B - STORM WATER DRAINAGE SYSTEM PLAN

WALTON BOULEVARD



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**APPENDIX C - STORM WATER DRAINAGE SYSTEM  
MAINTENANCE TASKS AND SCHEDULE**

COMPONENTS	SCHEDULE					
	QUARTERLY	WHEN SEDIMENT DEPTH HAS ACCUMULATED TO WITHIN SIX INCHES OF DRY-WEATHER WATER LEVEL	REGULARLY AS NECESSARY	CLEANED OUT IMMEDIATELY	QUARTERLY	UNDER NORMAL OPERATING CONDITIONS AT THE SAME TIME AS SEDIMENT REMOVAL
WATER QUALITY TREATMENT UNIT	X	X		X	X	X
DRAINAGE STRUCTURES	X	X		X		
CATCH BASIN SUMPS	X	X		X		
STORM SEWER SYSTEMS	X					
PARKING AREAS AND DRIVES			X	X		
<b>NOTES</b>						
1. INSPECT AND MAINTAIN THE WATER QUALITY TREATMENT UNIT ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.						
2. REGULAR INSPECTION IS THE KEY TO EFFECTIVE MAINTENANCE. THE RATE AT WHICH THE SYSTEM COLLECTS SEDIMENTS AND POLLUTANTS WILL DEPEND ON THE SITE ACTIVITIES AND SEASONS. REGULAR SWEEPING WILL SLOW ACCUMULATIONS.						
3. INSPECT THE ENTIRE STORM DRAINAGE SYSTEM AFTER EACH MAJOR STORM EVENT AND PERFORM MAINTENANCE AND REPAIR AS NECESSARY.						
	INSPECT FOR SEDIMENT ACCUMULATION	REMOVAL OF SEDIMENT ACCUMULATION (VACUUM TRUCK)	SWEEP PARKING AREAS AND DRIVES	OIL AND GASOLINE SPILLS	INSPECT FOR OIL ACCUMULATION	REMOVAL OF OIL ACCUMULATION (VACUUM TRUCK)

Client:

TACO BELL  
1281 WALTON BOULEVARD  
ROCHESTER HILLS, MICHIGAN

Sheet 1 OF 1

Job: 1143410  
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Scale: AS SHOWN  
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