

**AGREEMENT FOR MAINTENANCE OF
SEDIMENTATION BASIN**

This AGREEMENT FOR MAINTENANCE OF SEDIMENTATION BASIN ("**Agreement**") is entered into this ____ day of August, 2006, by and between the CITY OF ROCHESTER HILLS, having offices at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 (**the "City"**), and ROCHESTER HILLS CORPORATE CENTER LLC, a Michigan limited liability company, having offices at 28470 Thirteen Mile Road, Farmington Hills, Michigan 48334 ("**RHCC**").

RECITALS

A. RHCC owns the property described in **Exhibit "A"** attached hereto and made a part hereof (**the "Property"**);

B. RHCC has the right to develop the Property pursuant to the terms of that certain Consent Judgment, entered on April 3, 2003, in that certain case between an affiliate of RHCC, Grand/Sakwa Acquisitions, LLC, as Plaintiff, vs. the City, as Defendant, in the Circuit Court for the County of Oakland, State of Michigan, having Case No. 02-046199-AW, as reinstated and modified by the terms of that certain Stipulation and Order to Reinstate Consent Judgment of April 3, 2003 and for Amendment of Consent Judgment, entered on or about May 26, 2005, as further amended by that certain First Amendment to Consent Judgment, entered on May 26, 2005, and as further amended by that certain Order for Second Amendment to Consent Judgment, entered on November 22, 2005 (as so amended, and as may have been and/or may be further amended, the "**Consent Judgment**");

C. RHCC's intended development of the Property provides for the installation and operation of a sedimentation basin in that portion of the Property more particularly described in **Exhibit "B"** attached hereto and made a part hereof (**the "Sedimentation Basin"**); and

D. RHCC and the City agree that both parties will benefit from the proper use and maintenance of the Sedimentation Basin, and desire to enter into this Agreement to provide for the same.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Maintenance.** RHCC shall be responsible for the proper maintenance, repair and replacement of the Sedimentation Basin. Proper maintenance of the Sedimentation Basin shall include, but not be limited to: (a) stabilization of the banks and slopes; (b) removal of trash, refuse and accumulated sediment on a reasonable periodic basis; (c) cleaning of stone filter systems; (d) replacement of filter fabrics; and (e) other maintenance that is reasonable and customary in order to facilitate or accomplish the intended function and purpose of the Sedimentation Basin.

2. **Action by the City.** In the event RHCC, its successors, grantees or assigns neglects or fails to properly maintain the Sedimentation Basin in accordance with the terms hereof, the City shall notify RHCC or its successors, grantees or assigns, in writing, which notice shall include a listing and detailed description of the specific maintenance deficiency cited by the City. In the event RHCC, its successors, grantees or assigns do not dispute the claim of alleged maintenance deficiencies, RHCC, its successors, grantees or assigns shall commence to cure such deficiencies within thirty (30) days after receipt of such notice, weather permitting, and thereafter diligently prosecute such cure until completion, weather permitting. In the event RHCC, its successors, grantees or assigns dispute the claim of alleged maintenance deficiencies, such dispute shall be resolved pursuant to the arbitration provision set forth in the Consent Judgment.

If RHCC, its successors, grantees or assigns fails to commence and diligently prosecute curing any maintenance deficiencies cited by the City which is not disputed by RHCC, its successors, grantees or assigns, within thirty (30) days after notice thereof, or if RHCC

*OK'd
per J. J. J. J. J.
8-29-06*

fails to commence and diligently prosecute curing any maintenance deficiencies for which it is held responsible by the arbitrator within the time period established by the arbitrator, then the City may undertake and perform such maintenance deficiencies. The performance of such maintenance deficiencies by the City shall not be deemed a taking of the Sedimentation Basin or any portion of the Property, nor shall the City's actions be deemed to vest in the public any right to use the Sedimentation Basin or any portion of the Property. Notwithstanding the foregoing, in the event the City determines, in good faith, that an emergency condition exists that poses an imminent threat to public health, safety or general welfare, caused by or relating to the failure of RHCC, its successors, grantees or assigns to properly maintain the Sedimentation Basin, the City shall have the right to take such action as is reasonable and appropriate to correct the maintenance deficiency causing such emergency condition. In the event the City exercises its rights hereunder to perform maintenance on the Sedimentation Basin, the City shall access the Sedimentation Basin via the adjacent public right-of-way.

3. **Charges.** In the event the City cures any maintenance deficiencies in the Sedimentation Basin pursuant to the terms of this Agreement, the City shall have the right to charge the then current owner of the Sedimentation Basin for the reasonable costs of such corrective maintenance, plus ten percent (10%) of such costs as an administrative fee, which such charge shall be a lien on the Sedimentation Basin and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

4. **Notices.** Any notice required hereunder shall be sent by certified mail to the address for each party set forth above, or such other address as the party may notify the other party in writing.

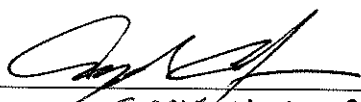
5. **Successors and Assigns.** This Agreement shall be binding on the parties hereto, and their respective successors, grantees and assigns. The rights, obligations and responsibilities of the parties hereunder shall run with the Sedimentation Basin and shall bind all current and future owners of the Sedimentation Basin. RHCC shall have the right to assign its rights and obligations hereunder, in whole or in part, to one or more future grantees or tenants to all or any portion(s) of the Property.

6. **Recording of Agreement.** This Agreement shall be recorded in the Oakland County Register of Deed.

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

WITNESSES:

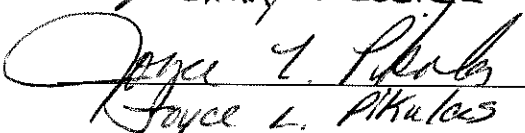
ROCHESTER HILLS CORPORATE CENTER, LLC, a Michigan limited liability company



GARY N. COOPER

By: 

Gary Sakwa



Joyce L. Palkas

Its: Authorized Representative

THE CITY OF ROCHESTER HILLS,
a _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 22 day of August, 2006, before me personally appeared Gary Sakwa, Authorized Representative of Rochester Hills Corporate Center, LLC, a Michigan limited liability company, who executed the foregoing instrument on behalf of said limited liability company.

Joyce L. Pikulas
Joyce L. Pikulas Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 2-11-2007

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

JOYCE L. PIKULAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 11, 2007
ACTING IN COUNTY OF Oakland

On this _____ day of August, 2006, before me personally appeared _____,
_____ of the City of Rochester Hills, a Michigan
limited liability company, who executed the foregoing instrument on behalf of said
_____.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

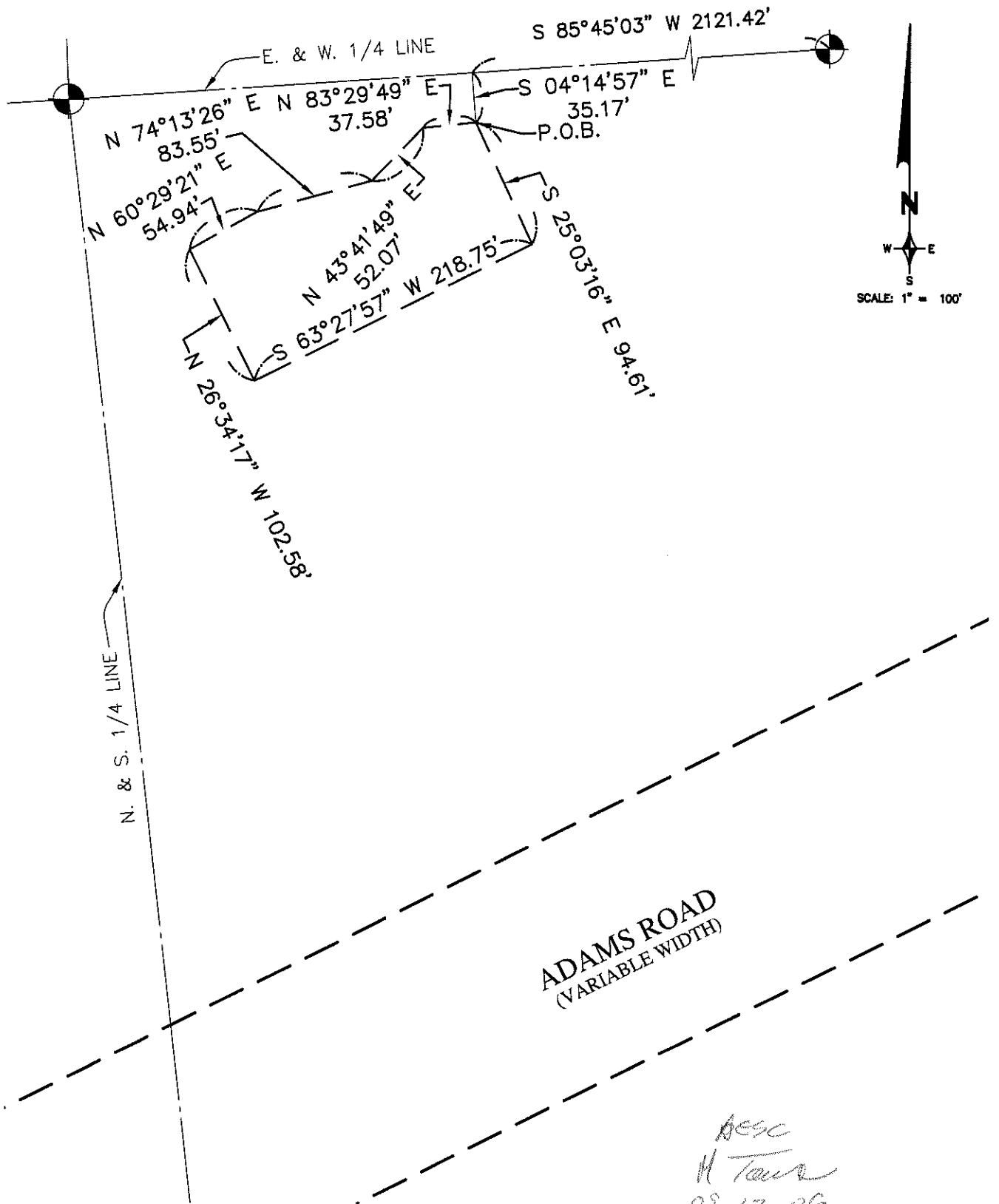
Drafted By:
Chris Corden
Grand Sakwa Properties LLC
28470 Thirteen Mile Rd., Ste 220
Farmington Hills, MI 48334

When Recorded, return to:
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

CENTER OF SECTION 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (S.C.I. FROM RECORDED
 WITNESS TIES)
 L.C.R.C. LI. 14455, P. 108, O.C.R.

EXHIBIT B

E. 1/4 CORNER SECTION 30
 T. 3 N., R. 11 E.
 CITY OF ROCHESTER HILLS
 (FD, CNC. MON. IN SWAMP)
 L.C.R.C. LI. 7732, P. 469, O.C.R.



ADAMS ROAD
 (VARIABLE WIDTH)

BESC
H. T...
 09-12-06

SEDIMENT BASIN EASEMENT

A SEDIMENT BASIN EASEMENT LOCATED IN THE SOUTH-EAST 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 EAST 1/4 CORNER OF SECTION 30 AND PROCEEDING ALONG THE EAST AND WEST 1/4 LINE OF SECTION 30 S. 85°45'03" W. 2121.42 FEET AND S. 04°14'57" E. 35.17 FEET TO THE POINT OF BEGINNING; THENCE S. 25°03'16" E. 94.61 FEET; THENCE S. 63°27'57" W. 218.75 FEET; THENCE N. 26°34'17" W. 102.58 FEET; THENCE N. 60°29'21" E. 54.94 FEET; THENCE N. 74°13'26" E. 83.55 FEET; THENCE N. 43°41'49" E. 52.07 FEET; THENCE N. 83°29'49" E. 37.58 FEET TO THE POINT OF BEGINNING.

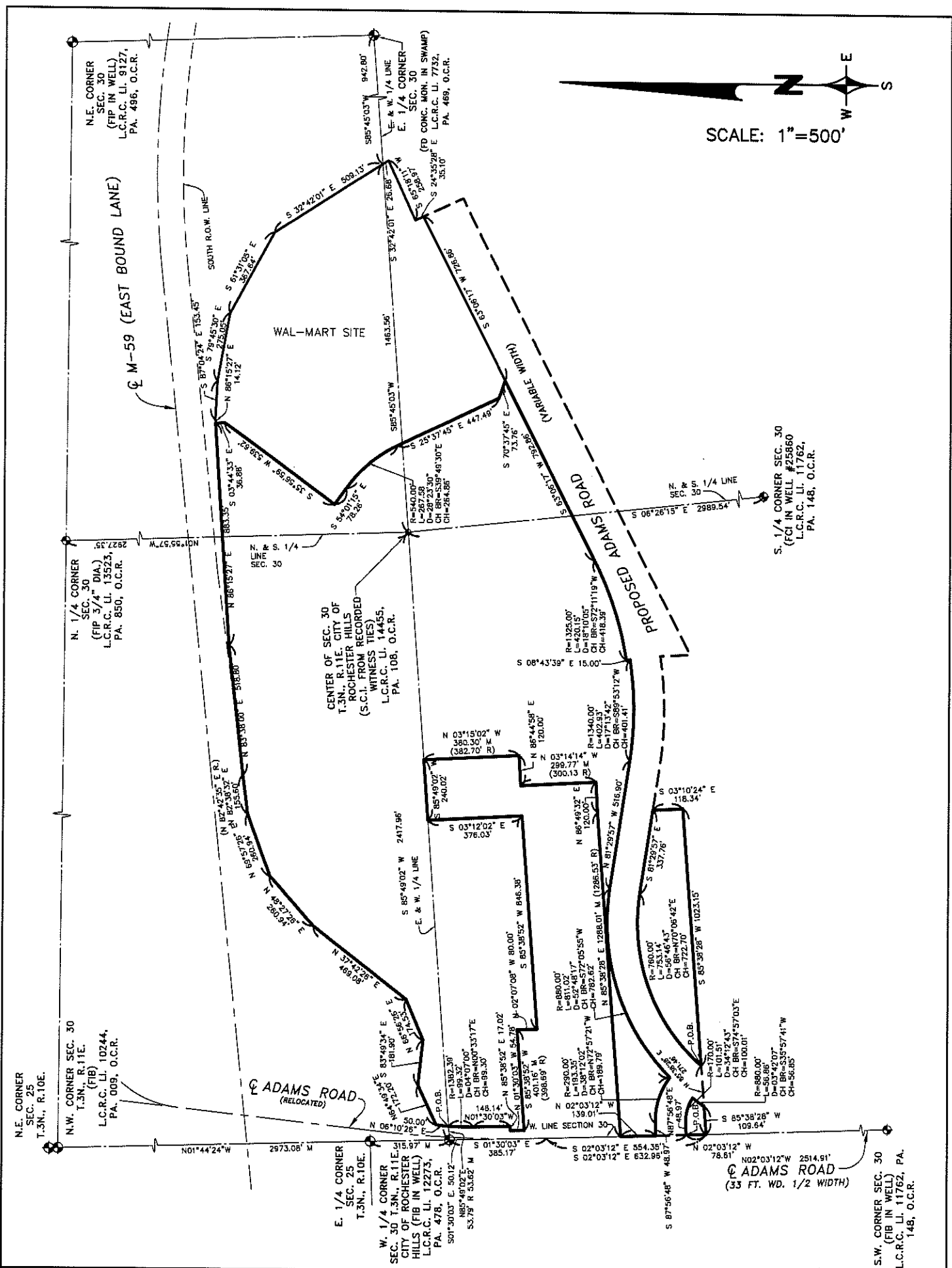
REVISIONS		
ITEM	DATE	BY
PER CITY	9/7/06	AJ

SEDIMENT BASIN EASEMENT
ADAMS RD. & M-59
 ROCHESTER HILLS, MICHIGAN

Z EIMET W OZNI AK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 40024 GRAND RIVER AVE, SUITE 100
 NOVI, MICHIGAN 48375
 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com

DATE	08/15/06	SCALE HOR: 1" = 100'
DESIGNED BY	SAB	FIELD BOOK NO.
DRAWN BY	AJ	JOB NO. 97144
		SHEET NO. 1

EXHIBIT A 1 OF 2



REVISIONS		
ITEM	DATE	BY
SECTION LINE DIST.	9/15/05	AJ

OVERALL DESCRIPTION

ADAMS ROAD AND M-59

DATE	SCALE
	HOR: 1" = 500'
	FIELD BOOK NO.
DESIGNED BY	JOB NO.
	97144
DRAWN BY	SHEET NO.
	1 OF 2

M. Taur 09-12-06
DESO

OVERALL DESCRIPTION:

EXHIBIT A 2 OF 2

A PARCEL OF LAND LOCATED IN 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 SECTION 30 AND PROCEEDING ALONG THE EAST AND WEST 1/4 LINE OF SECTION 30 N. 85°49'02" E. (53.79 FEET RECORD) 53.62 FEET MEASURED TO THE EASTERLY LINE OF RE-LOCATED ADAMS ROAD (100 FEET WIDE) AND POINT OF BEGINNING; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY: N. 06°10'26" E. 50.00 FEET, N. 64°49'34" E. 172.20 FEET, S. 83°49'34" E. 181.90 FEET, N. 66°56'26" E. 174.53 FEET, N. 37°42'26" E. 469.08 FEET, N. 48°27'26" E. 260.94 FEET, N. 69°57'26" E. 260.94 FEET, N. 82°38'32" E. MEASURED (N. 82°42'35" E. RECORD) 155.60 FEET; THENCE ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY N. 83°38'00" E. 518.80 FEET AND N. 86°15'27" E. 883.35 FEET; THENCE S. 03°44'33" E. 36.88 FEET; THENCE S. 35°56'59" W. 539.62 FEET; THENCE S. 54°01'15" E. 78.26 FEET; THENCE 267.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 540.00 FEET, CENTRAL ANGLE 28°23'30", AND A CHORD THAT BEARS S. 39°49'30" E. 264.86 FEET; THENCE S. 25°37'45" E. 447.49 FEET; THENCE S. 70°37'45" E. 73.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD: S. 63°06'17" W. 792.86 FEET, 420.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1325.00 FEET, CENTRAL ANGLE 18°10'05", AND A CHORD THAT BEARS S. 72°11'19" W. 418.39 FEET, S. 08°43'39" E. 15.00 FEET, 402.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1340.00 FEET, CENTRAL ANGLE 17°13'42", AND A CHORD THAT BEARS S. 89°53'12" W. 401.41 FEET, N. 81°29'57" W. 516.90 FEET, 811.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 880.00 FEET, CENTRAL ANGLE 52°48'17", AND A CHORD THAT BEARS S. 72°05'55" W. 782.62 FEET, 193.35 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 290.00 FEET, CENTRAL ANGLE 38°12'02", AND A CHORD THAT BEARS N. 72°57'21" W. 189.79 FEET, AND S. 87°56'48" W. 48.97 FEET TO A POINT ALONG THE CENTERLINE OF SAID ADAMS ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID CENTERLINE N. 02°03'12" W. 139.01 FEET; THENCE N. 85°38'28" E. 1288.01 FEET MEASURED (1286.53 RECORD); THENCE N. 86°49'32" E. 120.00 FEET; THENCE N. 03°14'14" W. 299.77 FEET MEASURED (300.13 FEET RECORD); THENCE N. 86°44'58" E. 120.00 FEET; THENCE N. 03°15'02" W. 380.30 FEET MEASURED (382.70 FEET RECORD) TO A POINT ON THE SAID EAST AND WEST LINE OF SECTION 30; THENCE ALONG SAID EAST AND WEST LINE S. 85°49'02" W. 240.02 FEET; THENCE S. 03°12'02" E. 376.03 FEET; THENCE S. 85°38'52" W. 846.38 FEET; THENCE N. 02°07'08" W. 80.00 FEET; THENCE S. 85°38'52" W. 401.16 FEET MEASURED (398.69 FEET RECORD) TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID ADAMS ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE N. 01°30'03" W. 54.78 FEET; THENCE N. 85°38'52" E. 17.02 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY OF SAID ADAMS ROAD (50 FEET WIDE, 1/2 WIDTH) N. 01°30'03" W. 146.14 FEET; THENCE ALONG SAID RIGHT-OF-WAY OF RE-LOCATED ADAMS ROAD 99.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1382.39 FEET, CENTRAL ANGLE 04°07'00", AND A CHORD THAT BEARS N. 00°33'17" E. 99.30 FEET TO THE POINT OF BEGINNING, CONTAINING 69.34 ACRES OF LAND, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALSO INCLUDING THE FOLLOWING PARCEL OF LAND.

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 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 AND PROCEEDING ALONG THE WEST LINE OF SAID SECTION 30 (AS MONUMENTED) ALSO BEING THE CENTERLINE OF ADAMS ROAD (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: S. 01°30'03" E. 385.17 FEET AND S. 02°03'12" E. 554.35 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG PROPOSED ADAMS ROAD RIGHT-OF-WAY N. 87°56'48" E. 48.97 FEET, 101.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 170.00 FEET, CENTRAL ANGLE 34°12'43", AND A CHORD THAT BEARS S. 74°57'03" E. 100.01 FEET, 56.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 880.00 FEET, CENTRAL ANGLE 03°42'07", AND A CHORD THAT BEARS S. 35°57'41" W. 56.85 FEET; THENCE S. 85°38'28" W. 109.64 FEET TO A POINT ON SAID CENTERLINE OF ADAMS ROAD; THENCE ALONG SAID CENTERLINE N. 02°03'12" W. 78.61 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES OF LAND, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALSO INCLUDING THE FOLLOWING PARCEL OF LAND.

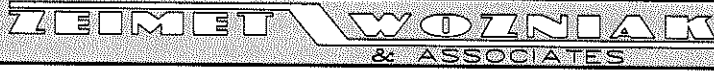
A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 AND PROCEEDING ALONG THE WEST LINE OF SAID SECTION 30 (AS MONUMENTED) ALSO BEING THE CENTERLINE OF ADAMS ROAD (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: S. 01°30'03" E. 385.17 FEET AND S. 02°03'12" E. 632.96 FEET, AND N. 85°38'28" E. 271.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PROPOSED ADAMS ROAD (VARIABLE WIDTH) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY: 753.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 760.00 FEET, CENTRAL ANGLE 56°46'43", AND A CHORD THAT BEARS N. 70°06'42" E. 722.70 FEET AND S. 81°29'57" E. 337.76 FEET; THENCE S. 03°10'24" E. 118.34 FEET; THENCE S. 85°38'28" W. 1023.15 FEET TO THE POINT OF BEGINNING, CONTAINING 3.75 ACRES OF LAND, BEING SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF EXISTING CONDITIONS. THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY EXCEPT AS MAY BE SHOWN. THE RELATIVE ERROR OF CLOSURE OF THE LATITUDES AND DEPARTURES OF THE UNADJUSTED FIELD TRAVERSE IS NOT GREATER THAN 1 PART IN 5,000. THIS SURVEY WAS PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH ACT 132 OF THE PUBLIC ACTS OF 1970.

DATE RICHARD A. HOFSESS
PROFESSIONAL SURVEYOR No. 47955

REVISIONS				DATE	SCALE HOR: 1" = N/A
ITEM	DATE	BY		DESIGNED BY	FIELD BOOK NO.
SECTION LINE DIST.	9/15/05	AJ		JOB NO. 97144	
				SHEET NO. 2 OF 2	

OVERALL DESCRIPTION
ADAMS ROAD AND M-59

DRSC M Taul 09-12-06