

**AGREEMENT FOR
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made on MARCH 17, 2015, by MJC Harvard Place LLC, a Michigan limited liability company, of 46600 Romeo Plank Road, Suite 5, Macomb, MI 48044 ("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 and detention system (the "System") comprised of storm water detention and water quality treatment facilities and devices, pumping system, storm sewer pipe, catch basins, manholes, end-sections, ditches, swales, open water courses and rip-rap, 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, detention and water quality treatment facilities and devices, pumping system, storm sewer pipe, catch basins, manholes, end-sections, ditches, swales, open water courses and rip-rap, shall be used solely for the purpose of conveying, detaining and treating storm and surface drainage on the property until such time as: (i) The City determines and notifies Developer or Developer's successor, grantees or assigns, in writing, that it is no longer necessary to convey, detain or treat the storm and surface drainage; and (ii) An adequate alternative for conveying, detaining 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 Maintenance Plan attached as Exhibit C.

B. Proper maintenance of the System shall include, but is not limited to: (i) Removing accumulated sediment, trash and debris from the detention basin and at inlet pipes; (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, end-sections and safety features; (iv) Controlling the effects of erosion; (v) Inspection and cleaning of the water quality treatment device; (vi) Inspection of the inlet and outlet pipes for the structural integrity; (vii) Inspection and replacement of riprap at inlet pipes; (viii) Inspection and cleaning of the storm sewer and catch basins upstream from the detention basins; (ix) Inspection and replacement of stone around the outlet pipe; and (x) Any 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 successor, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Developer or Developer's successor, 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 successor, 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 percent (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 MJC Harvard Place LLC

46600 Romeo Plank RD., Suite 5
Macomb, MI 48044
Attention:

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.

MJC Harvard Place LLC

By: [Signature]
Michael A. Chirco, Authorized Representative
Its:

STATE OF MICHIGAN
COUNTY OF MACOMB

The foregoing instrument was acknowledge before me this 17th day of MARCH,
2015, by MICHAEL A. CHIRCO who is a member of MJC HARVARD PLACE LLC of
_____, a Michigan limited liability company, on behalf of the company.

BARBARA A. KLONKE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 23, 2019
RESIDING IN COUNTY OF MACOMB

[Signature]

, Notary Public
County, Michigan
My Commission Expires:

CITY OF ROCHESTER HILLS

By: _____
Bryan Barnett, Mayor

By: _____
Tina Barton, Clerk

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by Bryan Barnett and Tina Barton who are the Mayor and City Clerk of the City of Rochester Hills who duly executed said AGREEMENT with full authority.

, Notary Public
County, Michigan
My Commission Expires:

Drafted by:
Shamik Tripathi
Land Develop. Consulting Serv, INC.
46600 Romeo Plank Rd, Ste. 2
Macomb, MI 48044

When recorded, return to:
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 4830

John Staraw
Appd - 3/20/15

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION: (PARCEL ID 3 70-15-24-100-051)

PART OF THE NW 1/4 OF SECTION 24, T.3N., R.11E., ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S87°37'27"E, 769.35 FEET; ALONG THE EAST-WEST 1/4 LINE OF SECTION 24 AND CENTERLINE OF SCHOOL ROAD (NORTH 43 FEET WIDE R.O.W.) AND N00°42'00"E, 43.02 FEET TO THE NORTH R.O.W. LINE OF SCHOOL ROAD (NORTH 43 FEET WIDE R.O.W.) FROM THE WEST 1/4 CORNER OF SECTION 24; THENCE CONTINUING N00°42'00"E, 833.35 FEET; THENCE S87°36'01"W, 720.03 FEET TO THE EAST 60 FEET R.O.W. LINE OF JOHN R. ROAD (EAST 60 FEET WIDE R.O.W.); THENCE N00°00'00"E, 149.99 FEET ALONG SAID EAST 60 FEET R.O.W. LINE OF JOHN R. ROAD (EAST 60 FEET WIDE R.O.W.); THENCE S87°36'24"W, 60.05 FEET TO THE WEST LINE OF SECTION 24 AND CENTERLINE OF JOHN R. ROAD (EAST 60 FEET WIDE R.O.W.); THENCE N00°00'00"E, 348.00 FEET ALONG SAID WEST LINE OF SECTION 24 AND CENTERLINE OF JOHN R. ROAD (EAST 60 FEET WIDE R.O.W.); THENCE N87°36'06"E, 1326.16 FEET TO THE 1/8 LINE OF SECTION 24; THENCE S00°01'42"W, 1377.16 FEET ALONG SAID 1/8 LINE OF SECTION 24 TO THE NORTH R.O.W. LINE OF SCHOOL ROAD (NORTH 43 FEET WIDE R.O.W.); THENCE N87°37'27"W, 555.59 FEET ALONG SAID NORTH R.O.W. LINE OF SCHOOL ROAD (NORTH 43 FEET WIDE R.O.W.) TO THE POINT OF BEGINNING. CONTAINING 25.755 ACRES.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

*Mike Tawnt
Approved 6/2/15*



LAND DEVELOPMENT CONSULTING SERVICES, INC.
46600 ROMEO PLANK, SUITE 2
MACOMB, MI 48044

PHONE: (586)868-2350
FAX: (586)868-2351

HARVARD PLACE
PART OF THE NORTHWEST 1/4 OF SECTION 24, T.3N.,R.11E.,
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 300'

DATE: 12-22-14

DRAWN BY: AJAY

EXHIBIT "A" - STORM WATER SYSTEM PLAN

LDCS # 11-002

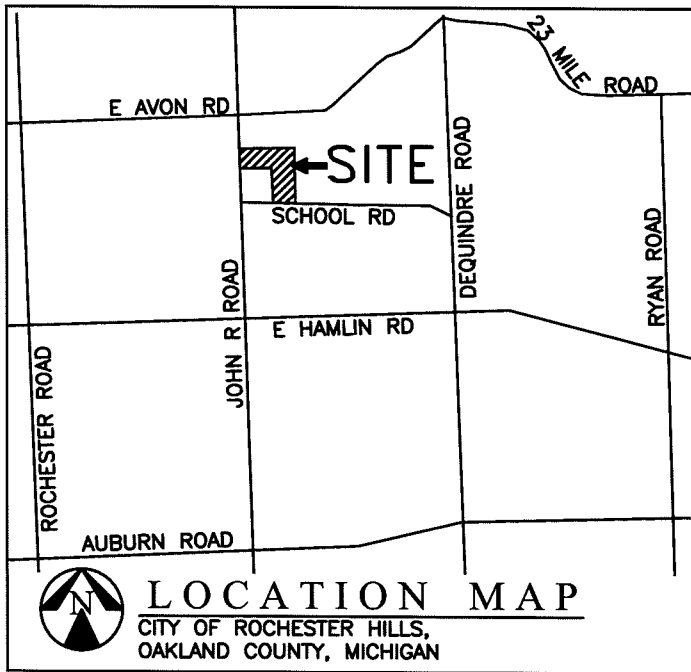
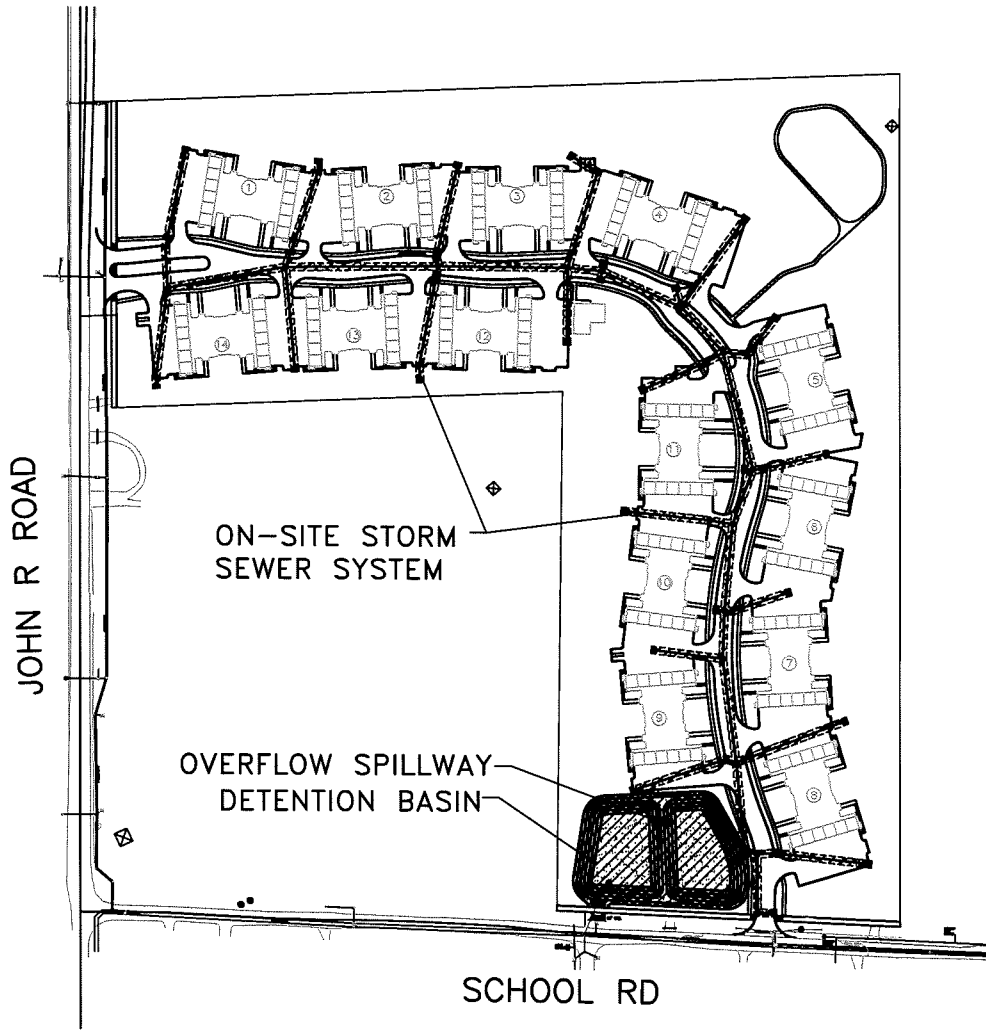
MJC HARVARD PLACE LLC
46600 ROMEO PLANK, SUITE 5,
MACOMB, MI 48044 PHONE:

586-263-1203

DRAWING NO.

01

EXHIBIT "B"



MJC HARVARD LLC
STORM SEWER SYSTEM RESPONSIBILITY

*Mike Taut
Appr. 2/12/16*

LAND DEVELOPMENT CONSULTING SERVICES, INC. 46600 ROMEO PLANK, SUITE 2 MACOMB, MI 48044	PHONE: (586)868-2350 FAX: (586)868-2351	
	HARVARD PLACE PART OF THE NORTHWEST 1/4 OF SECTION 24, T.3N., R.11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	SCALE: 1" = 300' DATE: 12-22-14
EXHIBIT "B" - STORM WATER SYSTEM PLAN		DRAWN BY: AJAY LDCS # 11-002
MJC HARVARD PLACE LLC 46600 ROMEO PLANK, SUITE 5, MACOMB, MI 48044 PHONE:	586-263-1203	DRAWING NO. 01

REV. 02-04-2016 PER CITY ENGINEERING

STORM WATER SEWER SYSTEM

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

**STORMWATER SEWER SYSTEM
MAINTENANCE TASKS AND SCHEDULE**

POST CONSTRUCTION

MAINTENANCE ACTIVITIES

MONITORING/INSPECTON

	SYSTEM COMPONENTS					FREQUENCY	COMMENTS
	Catch Basins, Inlets, and Manholes	Storm Sewer Pipes	Rip Rap	Buffer Strip			
Inspect for Sediment Accumulation	X	X				Annually	
Inspect for Floatables, dead vegetation and debris	X	X		X		Annually and after major rainfall	
Inspect for erosion			X	X		Annually	
Inspect all components during wet weather and compare to as-built plans	X	X				Annually	
Inspect inside of structures and pipes for crocks, spalling, joint failure, settlement, sagging and misalignment.	X	X				Annually	
PREVENTATIVE MAINTENANCE							
Remove accumulated sediment	X	X				Annually or as needed	
Remove floatables, dead vegetation and debris	X	X		X		Annually or as needed	
REMEDIAL ACTIONS							
Repair/stabilize areas of erosion			X	X		As needed	
Structural Repairs	X	X				As needed	
Make adustments/repairs to ensure proper functioning	X	X	X			As needed	

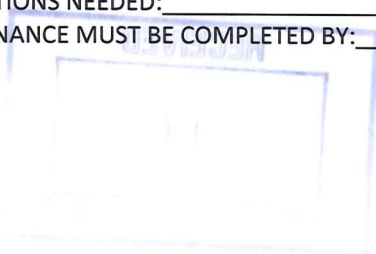
SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____



 LAND DEVELOPMENT CONSULTING SERVICES, INC. 46600 ROMEO PLANK, SUITE 2 PHONE: (586)868-2350 MACOMB, MI 48044 FAX: (586)868-7351	
STORM SEWER SYSTEM INSPECTION CHECKLIST	SCALE: N/A
	DATE: 01-10-15
	DRAWN BY: S.H.T.
STORM SEWER SYSTEM INSPECTION CHECKLIST	LDCS # 11-002
MJC HARVARD PLACE LLC 46600 ROMEO PLANK ROAD, SUITE 5 MACOMB, MI 48044	(586)-263-1203