

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

This agreement is made on October 8th, 2012 by 940 Rochester, LLC, a Michigan Limited Liability Company ("Owner"), whose address is 600 N. Old Woodward, Suite 100, Birmingham, Michigan 48009;

and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Owner owns and occupies the property described in attached Exhibit A; and

WHEREAS, Owner has requested, 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 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, 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 Owner or Owners 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. Owner 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.

John Staran
Appd. 11/6/12

3. **Action by City:** In the event Owner or Owners

successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Owner or Owners 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 Owner or Owners 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 Owner:

Brian Najor

600 N. Old Woodward, Suite 100

Birmingham, Michigan 48009

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.

940
000 Rochester, LLC

By: (X) [Signature]

Print or type name: Brian Najor

Title: Member

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

By: Jane Leslie, City Clerk

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 08th day of October, 2012, by Brian Najor, who is a member of 940 Rochester, LLC, a Michigan limited liability company, on behalf of the company.

KHISTEN E. DAVIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, 2014
ACTING IN COUNTY OF Oakland

[Signature]
Oakland, notary public
County, Michigan
My commission expires: 9/23/2014

STATE OF MICHIGAN
COUNTY OF OAKLAND

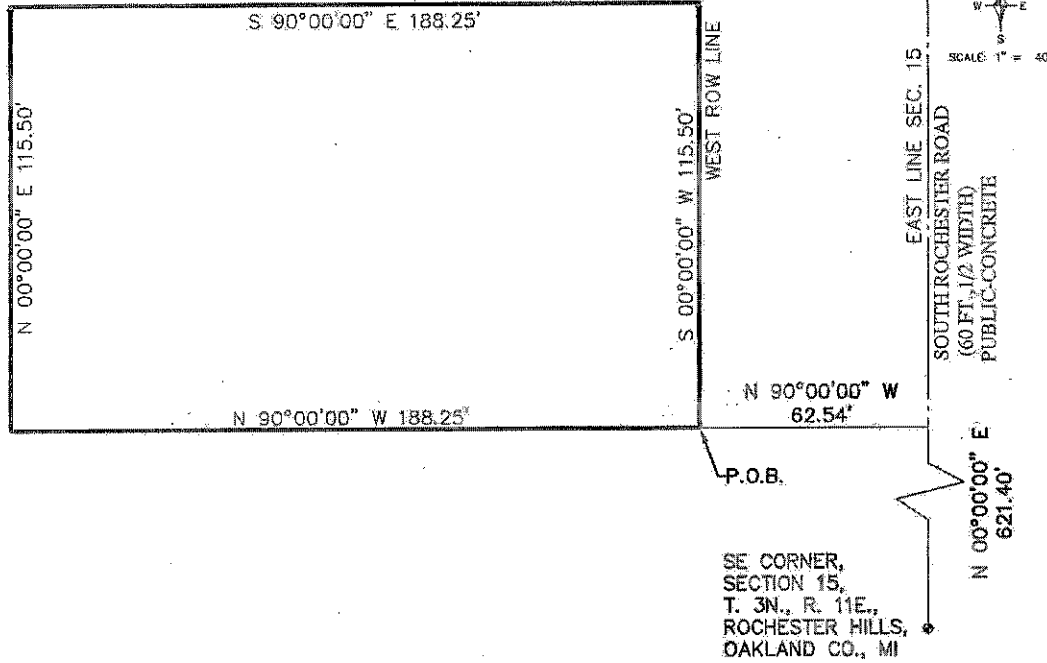
This agreement was acknowledged before me on _____, _____, by Bryan K. Barnett, Mayor, and Jane Leslie, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:
Shawn Blaszczyk, PE.
Zeimet Wozniak & ASSOC.
55800 Grand River Ave.
Ste 100
New Hudson, MI 48165-9318

_____, notary public
County, Michigan
My commission expires: _____

When Recorded Return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

EXHIBIT 'A'



OVERALL PARCEL LEGAL DESCRIPTON
(AS SURVEYED)

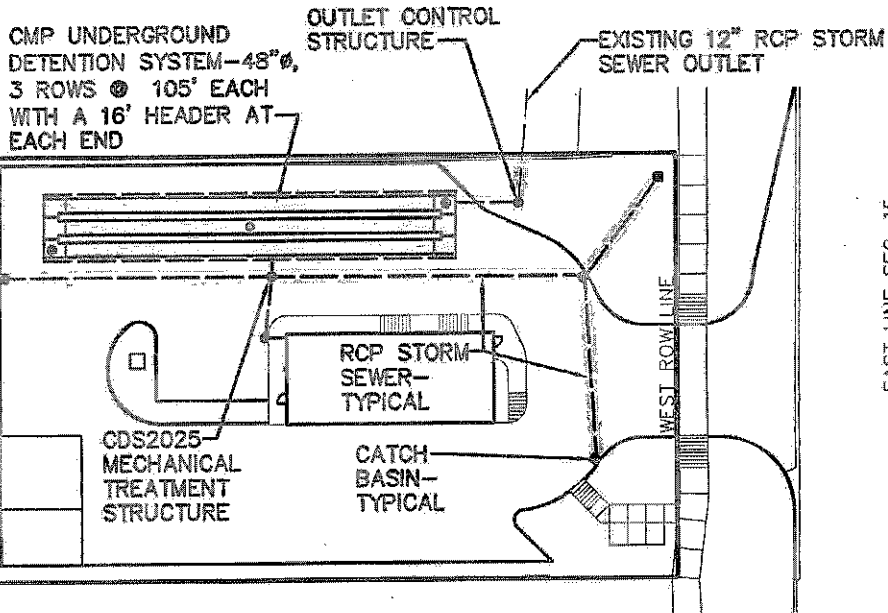
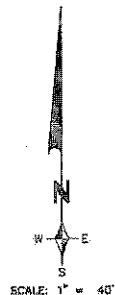
PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILL, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT NORTH 621.40 FEET AND THENCE WEST 62.54 (60.00 FEET RECORD) FEET TO A POINT OF BEGINNING ON THE WEST RIGHT-OF-WAY LINE OF ROCHESTER ROAD (60 FEET WIDE, 1/2 WIDTH) FROM THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE WEST 188.25 FEET; THENCE NORTH 115.50 FEET; THENCE EAST 188.25 FEET; THENCE SOUTH 115.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.50 ACRES OF LAND MORE OR LESS.

*Mike Taunt
Approved 11/1/12*

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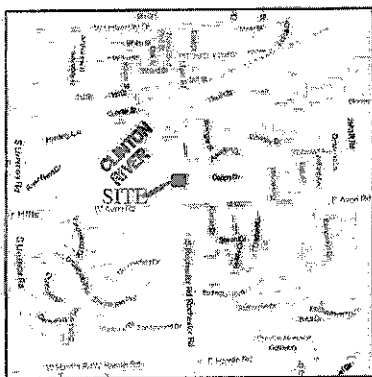
REVISIONS			OVERALL PARCEL TIM HORTONS ROCHESTER HILLS, MICHIGAN	DATE	SCALE	
ITEM	DATE	BY			HOR: 1" = 40'	FIELD BOOK NO.
			ZEMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 35800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zemetwozniak.com	DESIGNED BY	JOB NO.	© COPYRIGHT 2009
				SRB	12109	
				DRAWN BY	SHEET NO.	
				SRB	1 of 3	

EXHIBIT A



EAST LINE SEG. 15
SOUTH ROCHESTER ROAD
(60 FT., 1/2 WIDTH)
PUBLIC-CONCRETE

TIM HORTONS STORM
SEWER SYSTEM
MAINTENANCE
RESPONSIBILITY



LOCATION MAP
NOT TO SCALE

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REVISIONS		
ITEM	DATE	BY

STORMWATER SYSTEM
TIM HORTONS
ROCHESTER HILLS, MICHIGAN

ZIMET WOZNIAK
& ASSOCIATES
Civil Engineers & Land Surveyors
55500 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zimetrozniak.com

DATE	SCALE HOR: 1" = 40'
DESIGNED BY SRB	JOB NO. 12109
DRAWN BY SRB	SHEET NO. 2 of 3
FIELD BOOK NO.	
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EXHIBIT A

Operation and Maintenance Schedule Tim Horton's, Rochester Hills, Michigan

Maintenance Activities	System Component				Frequency
	Catch Basins, Inlets & Storm Sewers	Mechanical Pretreatment System	Underground Detention Basin	Flow Restrictors, Overflow Structures & Outlet Pipes	
Monitoring/Inspection					
• Inspect for sediment accumulation*	X	X	X	X	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X	Annually and after major events
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X	Annually
• Ensure means of access for maintenance remain clear/open	X	X	X	X	Annually
Preventative Maintenance					
• Remove accumulated sediment	X	X	X	X	As needed*
• Remove floatables, dead vegetation and debris	X	X	X	X	As needed
Remedial Actions¹					
• Structural repairs	X	X	X	X	As needed
• Make adjustments/repairs to ensure proper functioning	X	X	X	X	As needed

* Mechanical Pretreatment Systems to be cleaned whenever sediment accumulates to a depth of less than 4" from the water surface in the structure or sediment resuspension is observed. Detention system is to be cleaned whenever sediment accumulates to a depth of 2 inches or more.

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REVISIONS	STORMWATER MAINTENANCE SCHEDULE	DATE	SCALE HOR: 1" = 40'
ITEM DATE BY	TIM HORTONS ROCHESTER HILLS, MICHIGAN		FIELD BOOK NO.
	ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DESIGNED BY SRB	JOB NO. 12109
		DRAWN BY SRB	SHEET NO. 3 of 3

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