

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

**This Agreement** (the "Agreement") is made on \_\_\_\_\_, 2003, by **SELECTIVE – DELAWARE, L.L.C.**, a Delaware limited liability company ("Developer"), whose address is 100 Galleria Officentre, Suite 200, Southfield, Michigan 48034, and the **CITY OF ROCHESTER HILLS** (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

**RECITALS:**

**WHEREAS**, Developer owns the property described in attached **Exhibit A** and is in the process of developing same as Country Club Village of Rochester Hills, a single family residential condominium (the "Condominium"); and

**WHEREAS**, Developer has designed, 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 [*Refer to the approved final condominium site plan for the project*]; 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 Developer or the Country Club Village of Rochester Hills Condominium Association (the "Condominium Association") (once the Condominium Association has been formed in accordance with the Master Deed and Bylaws and control thereof has been turned over to such Condominium Association), or their 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.

APPROVED AS TO FORM

*J. Staran* 12/9/2003

ROCHESTER HILLS COUNSEL

2. **Maintenance:**

A. The Condominium Association 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.

3. **Action by City:** In the event the Condominium Association, its successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify the Association, 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. 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 the Condominium Association, its 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 Developer:

Selective – Delaware, L.L.C.  
100 Galleria Officentre, Suite 200  
Southfield, Michigan 48034  
Attn: William T. Stapleton

To the City:

Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

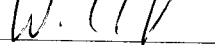
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**"DEVELOPER"**

**SELECTIVE – DELAWARE, L.L.C.**,  
a Delaware limited liability company

By: **CENTEX HOMES**, a Nevada general  
partnership, its sole Member

By: **CENTEX REAL ESTATE  
CORPORATION**, a Nevada  
corporation, its Managing Partner

By:   
\_\_\_\_\_  
William T. Stapleton,  
Division President

**"CITY"**

**CITY OF ROCHESTER HILLS,**

By: \_\_\_\_\_  
Pat Somerville, Mayor

By: \_\_\_\_\_  
Beverly A. Jasinski, Clerk

STATE OF MICHIGAN )  
 )SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of October, 2003, by William T. Stapleton, the Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing Partner of Centex Homes, a Nevada general partnership, the sole Member of Selective – Delaware, L.L.C., a Delaware limited liability company, on behalf of the company.

D. Maceachern  
\_\_\_\_\_, Notary Public  
OAKLAND County, \_\_\_\_\_  
My commission expires: 11-22-05

D. MACEACHERN  
Notary Public, Oakland County, MI  
My Commission Expires Nov. 22, 2005

STATE OF MICHIGAN )  
 )SS  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Pat Somerville, Mayor, and Beverly A. Jasinski, Clerk, of the City of Rochester Hills, on behalf of the city.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

DRAFTED BY:  
Timothy M. Koltun, Esq.  
Clark Hill PLC  
500 Woodward Avenue, Suite 3500  
Detroit, Michigan 48226

WHEN RECORDED RETURN TO:  
Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309

**EXHIBIT A**

**LEGAL DESCRIPTION**

Commencing at the Northwest corner of Lot 58 of "Brooklands" Subdivision as recorded in Liber 25 of Plats, Page 10, Oakland County Records; thence Southerly 1813.04 feet along the West line of said Lot 58 in the arc of a circular curve to the right, having a radius of 3066.82 feet, central angle 33°52'20", and long chord bearing S 05°40'39" E a distance of 1786.75 feet to the POINT OF BEGINNING;

thence S 80°08'34" E 120.07 feet;  
thence N 56°22'33" E 14.03 feet;  
thence S 79°21'07" E 60.00 feet;  
thence S 34°25'43" E 41.89 feet;  
thence S 80°08'34" E 98.58 feet;  
thence S 10°12'10" W 60.00 feet;  
thence S 80°08'34" E 89.65 feet;  
thence S 00°13'54" W 124.74 feet;  
thence S 04°00'36" W 84.00 feet;  
thence S 02°04'13" W 87.89 feet;  
thence S 88°33'21" E 113.09 feet;  
thence Southerly 153.25 feet along the arc of a non-tangential curve to the left, having a radius of 1030.00 feet, central angle 08°31'29", and long chord bearing S 02°49'05" E a distance of 153.11 feet;  
thence Southerly 228.21 feet along the arc of a non-tangential curve to the left, having a radius of 1903.50 feet, central angle 06°52'09", and long chord bearing S 10°30'54" E a distance of 228.08 feet;  
thence S 76°03'01" W 128.00 feet;  
thence S 15°03'52" E 79.05 feet;  
thence S 17°08'18" E 79.06 feet;  
thence S 19°53'55" E 230.30 feet;  
thence S 24°10'00" E 165.27 feet;  
thence S 27°01'12" E 450.89 feet;  
thence N 59°53'31" E 132.41 feet;  
thence Southeasterly 151.48 feet along the arc of a non-tangential curve to the left, having a radius of 1530.00 feet, central angle 05°40'21", and long chord bearing S 32°56'40" E a distance of 151.42 feet;  
thence S 35°46'50" E 7.61 feet;  
thence along the South line of said Lot 58 in the following two (2) courses:

Westerly 364.68 feet in the arc of a non-tangential curve to the right, having a radius of 537.34 feet, central angle 38°53'08", and long chord bearing S 76°51'46" W a distance of 357.72 feet;

N 80°31'33" W 20.04 feet;

thence S 13°32'29" E 136.03 feet;

thence along the North line of the M-59 Expressway in the following two (2) courses:

N 88°09'57" W 453.62 feet;

Westerly 597.22 feet in the arc of a circular curve to the right, having a radius of 4386.66 feet, central angle 07°48'02", and long chord bearing N 75°53'55" W a distance of 596.76 feet;

thence N 03°41'53" E 152.39 feet along the East line of Nawakwa Drive;

thence S 88°03'26" E 10.26 feet;

thence along the West line of said Lot 58 in the following two (2) courses:

Northerly 719.16 feet in the arc of a non-tangential curve to the right, having a radius of 461.48 feet, central angle 89°17'24", and long chord bearing N 10°51'59" W a distance of 648.57 feet;

Northerly 1205.39 feet along the arc of a circular curve to the left, having a radius of 3066.82 feet, central angle 22°31'11", and long chord bearing N 22°31'07" E a distance of 1197.65 feet to the POINT OF BEGINNING. Being a part of Lots 52 and 58, of said "Brooklands" Subdivision located in Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, and containing 39.35 acres of land, more or less. Being subject to easements and restrictions of record, if any.

Tax Parcel No. 15 - 35 - 203 - 001

~~NOTARIAL~~ DESC  
M. Law  
~~NOTARIAL~~  
~~NOTARIAL~~  
10-24-03

