

**AGREEMENT
FOR
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made by and between **GUGGENHEIM RETAIL REAL ESTATE PARTNERS, INC.**, a Delaware corporation and its Successors and/or Assigns as Developer, whose address is 3000 Internet Blvd., Suite 570, Frisco, Texas 75034, ("Developer"), **TB ROCHESTER HILLS 688, LLC**, a Delaware limited liability company and its Successors and/or Assigns, whose address is 3000 Internet Blvd., Suite 570, Frisco, Texas 75034 ("Owner"), and the **CITY OF ROCHESTER HILLS** (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

WHEREAS, Owner owns the Property described in attached **Exhibit A**; and,

WHEREAS pursuant to a separate agreement between Developer and Owner, Developer, on behalf and under the authority of Owner, proposes to develop the Property as 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 and maintenance of the System, and have agreed to enter into this Agreement to provide for 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 successors, 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 Stormwater 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 inlet and outlet pipes for 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 basin; (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 successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Developer or Developer's successors, 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 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 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. Notices:

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: Guggenheim Retail Real Estate Partners, Inc.
Attn: General Counsel
3000 Internet Blvd., Suite 570
Frisco, Texas 75034

To Owner: TB Rochester Hills 688, LLC
3000 Internet Blvd., Suite 570
Frisco, Texas 75034

To the City: City of Rochester Hills
Attn: City Clerk
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 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.

DEVELOPER:

GUGGENHEIM RETAIL REAL ESTATE PARTNERS, INC.

By: [Signature]
Printed Name: Kyle Gibson
Title: Vice President/Development & Construction

OWNER:

TB ROCHESTER HILLS 688, LLC

By: [Signature]
Printed Name: Robert F. Strandt, Jr.
Title: President

CITY:

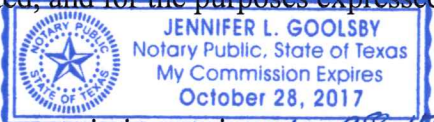
CITY OF ROCHESTER HILLS

By: _____
Printed Name: Bryan K. Barnett
Title: Mayor

By: _____
Printed Name: Tina Barton
Title: City Clerk

STATE OF TEXAS §
COUNTY OF COLLIN

This agreement was acknowledged before me on this the 8th day of May, 2015, by ROBERT F. STRANDT, PRESIDENT of TB ROCHESTER HILLS 688, LLC, in the capacity stated, and for the purposes expressed therein.

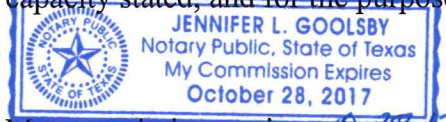


[Signature]
Notary Public in and for the State of TEXAS

My commission expires: 10-28-17

STATE OF TEXAS §
COUNTY OF COLLIN

This agreement was acknowledged before me on this the 8th day of May, 2015, by KYLE GIBSON, VICE PRESIDENT of Guggenheim Retail Real Estate Partners, Inc., in the capacity stated, and for the purposes expressed therein.



[Signature]
Notary Public in and for the State of TEXAS

My commission expires: 10-28-17

EXHIBIT 'A'

LEGAL DESCRIPTION

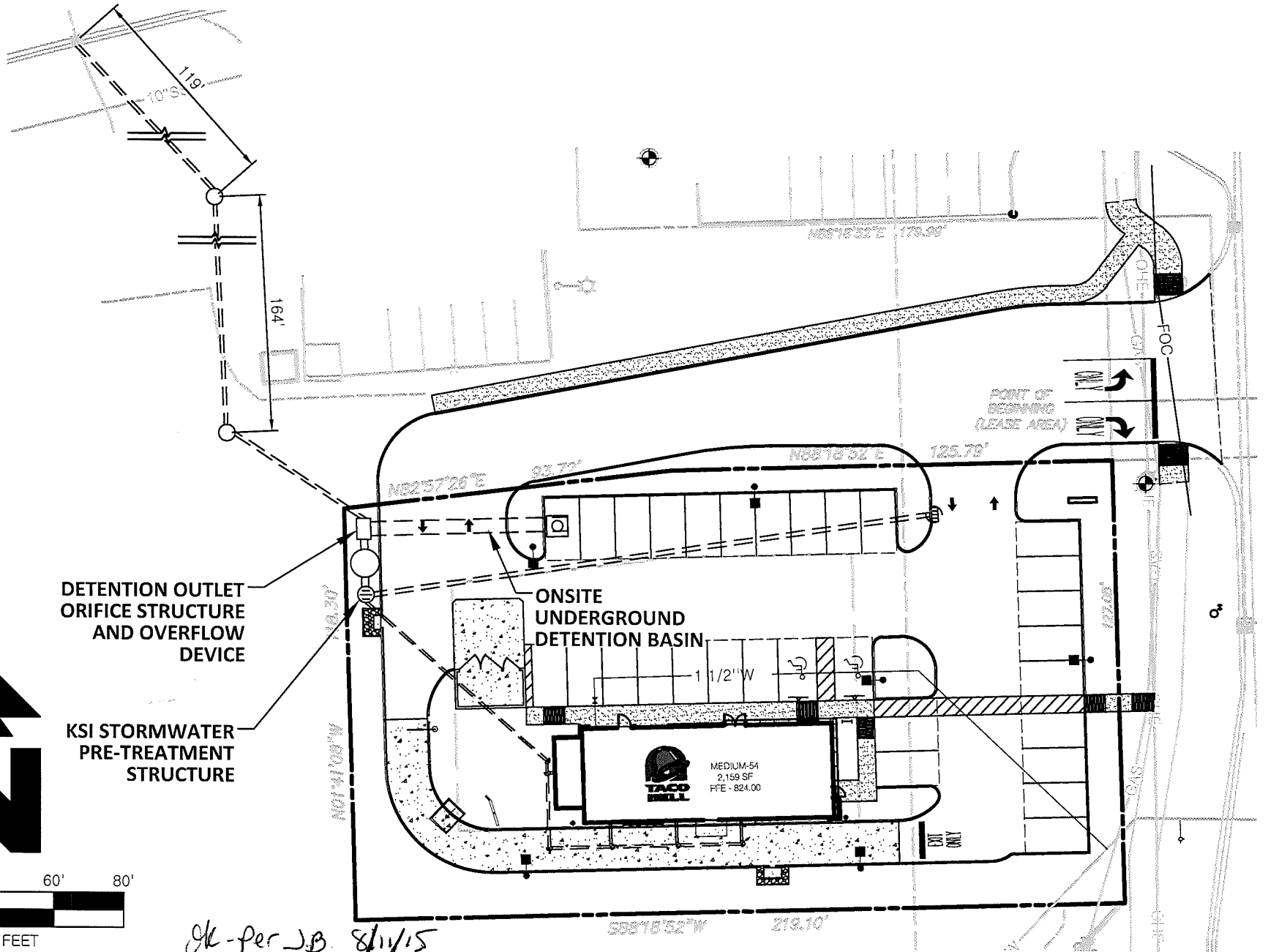
Land Situated in the City of Rochester Hills in the County of Oakland in the State of MI

Proposed Unit 7, STAR BATT CONDOMINIUM, according to the Master Deed recorded in Liber 10306, pages 611, amended by First Amendment to the Master Deed recorded in Liber 14426, pages 224 through 231, both inclusive, and re-recorded in Liber 14484, Page 77, Second Amendment to the Master Deed recorded in Liber 47964, Page 137, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 531, together with rights in general common elements and limited common elements, as set forth in the above described Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

#15-29-276-005

Mike Tawnt
Approved - 5/11/15

JOB # 11111 DRAWING: Exhibit B 2015-08-06.dwg LAST SAVED BY: JIBBLE



DETENTION OUTLET ORIFICE STRUCTURE AND OVERFLOW DEVICE

KSI STORMWATER PRE-TREATMENT STRUCTURE

ONSITE UNDERGROUND DETENTION BASIN

MEDIUM-54
2,159 SF
FFE - 824.00

JK - Per JB 8/11/15



Engineering Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

8/6/15	BLM	CAA	JAD	JAD
DATE	DPOR	PM	DES	DRW

3108 S.W. REGENCY PARKWAY,
Bentonville, AR 72712

Phone (479) 273-9472
(479) 27-0844

TACO BELL

EXHIBIT B
2290 Crooks Road
Rochester Hills, MI

8/6/15
3:59 PM
REV-6

C1.0

EXHIBIT 'C'
OPERATIONS AND MAINTENANCE MANUAL

OPERATIONS AND MAINTENANCE MANUAL

PROJECT NAME & LOCATION:

**TACO BELL
2290 CROOKS ROAD
STORMWATER MAINTENANCE PLAN
ROCHESTER HILLS, MICHIGAN**

PROPERTY OWNER:

**TB Rochester Hills 688, LLC
3000 Internet Blvd., Suite 570
Frisco, Texas 75034**

DEVELOPER:

**Guggenheim Retail Real Estate Partners, Inc and/or Assigns
3000 Internet Blvd, Suite 570
Frisco, Texas 75034
Phone: (214) 872-4000
Contact: Kurt Overmyer, Project Manager**

PREPARED BY:

**CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PARKWAY, SUITE 2
BENTONVILLE, Arkansas 72712
(479) 273-9472
CHARLES ASHLEY
PROJECT MANAGER**

APRIL 17, 2015

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all stormwater management systems including; the underground detention system, underground storm sewer system, mechanical pre-treatment devices, and inlet oil/debris/water separation devices as incorporated into and detailed on the approved Construction Plans for the Taco Bell to be located at 2290 Crooks Road, Rochester Hills, Michigan, and prepared by CEI Engineering Associates, Inc. In order to comply with the local Best Management Practices (BMP) and requirements, this manual shall serve as a minimum performance standard. This manual shall be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMPs.

OWNER:

Guggenheim Retail Real Estate Partners, Inc. and/or assigns
ATTN:Kurt Overmyer, Project Manager
Director of Development & Construction
3000 Internet Blvd, Suite 570
Frisco, Texas 75034

PROPERTY INFORMATION:

This Operation and Maintenance Manual covers the stormwater management systems for the following property:

Taco Bell
2290 Crooks Road
Rochester Hills, Michigan 48309

Legal Description is provided in Exhibit "A" of the Storm Water Maintenance Agreement.

DEFINITIONS:

BMP: Best Management Practices refer to structural or non-structural measures designed for the benefit of water quality and quantity.

BMP Owner: The owner of the BMP, typically the property owner. The BMP owner may also be the lessee of property in the case of long term leases of commercial and industrial zoned properties. The lessee is considered the BMP owner only if the lease specifically states that construction by the lessee must meet applicable local codes and regulations.

PURPOSE AND SPECIFIC NARRATIVE:

Stormwater runoff is generated when precipitation from rain and snowmelt events flows over land or impervious surfaces and does not percolate into the ground. As the runoff flows over the land or impervious surface, such as paved streets, parking lots and building rooftops, it accumulates debris, chemicals, sediment and other pollutants that could adversely affect water quality if the runoff is discharged untreated. Sediments are fragmented materials that originate from weathering and erosion of unconsolidated deposits and are transported by, suspended in, or deposited by water. The primary method to control stormwater discharges is the use of Best Management Practices (BMPs).

Best Management Practices (BMPs) is a term used to describe a type of water pollution control. Stormwater BMPs are techniques, measures or structural controls used to manage the quantity and improve the quality of storm water runoff. The goal is to reduce or eliminate the contaminants collected by stormwater as it moves into streams and rivers. BMPs work to maintain the water quality, which protects both the environment and the public.

Once pollutants are present in a water body altering its physical makeup and habitat, it is much more difficult and expensive to restore it. Therefore, the use of BMPs that prevent damage to receiving waters is the target. Stormwater pollution has the components of increased volume and rate of runoff from water resistant surfaces, such as roads and parking lots, and the amount of pollutants in the runoff. Both components are directly related to urban development. They can cause changes in water quality. This results in environment modification and loss, increased flooding, decreased native plant and wildlife and increased sedimentation and erosion. Effective management of stormwater runoff offers a multitude of benefits, including, protection of wetlands and ecosystems, improved water quality of streams, rivers and other water bodies, protection of water resources, protection of public health and flood control.

The management of stormwater runoff from sites after the construction phase is vital to controlling the impacts of development on urban water quality. The increase in impervious surfaces such as rooftops, roads and parking lots due to land development can have a detrimental effect on aquatic system. Heightened levels of impervious cover have been associated with stream warming and loss of aquatic biodiversity in urban areas. Runoff from impervious areas can also contain a variety of pollutants including sediment, nutrients, road salts, heavy metals, pathogenic bacteria and petroleum hydrocarbons. The main goal of post construction storm water management BMPs is to limit surface runoff volumes and reduce water runoff pollution loadings.

The post construction stormwater management BMPs for the Taco Bell consist of underground detention with infiltration, runoff quantity control through the detention orifice structure, storm sewer inlet, catch basins and underground pipe, mechanical pre-treatment devices and oil/debris/water separation device hoods. The underground detention system is located under the parking lot at the northwest corner of the site, with the outlet control structure located on the west end of the system. The site contains storm drainage inlet and catch basins with connecting underground storm drainage pipes throughout the site. The mechanical pre-treatment device is located immediately west of the parking lot at the northwest corner of the site. The oil/debris/water separation devices are located in the storm drainage inlets located throughout the site.

Stormwater Maintenance Exhibit:

Exhibit "B" of the Storm Water Maintenance Agreement is the Post Construction Stormwater Management Plan, which provides location of all components of the stormwater management system for the site. This system is subject to the long-term operation and maintenance responsibilities outlined in this manual. The system includes:

- Storm Sewer Inlets and Catch Basins
- Storm Sewer Pipes
- Underground Detention System, including outlet control structure
- Mechanical Pre-Treatment Device
- Oil/Debris/Water Separation Devices

BMP DESCRIPTIONS:

Underground Detention System: The underground detention system is comprised of 48” perforated corrugated metal pipe and is located underneath the parking lot at the northwest corner of the site. The intent of the underground system is to capture and detain the developed runoff, thereby decreasing peak flows and associated flooding problems. Storm water enters the system through onsite storm water catch basins and inlets.

Underground Detention Outlet Control: The outlet control structure is comprised of multiple orifice openings and overflow weir and is located downstream of the underground detention system on the west side. The outlet structure is sized to release the runoff stored in the underground detention system at a determined flow rate. This ensures that there is no net increase in peak runoff from the development and that receiving waters are not adversely impacted by high flows from the developed site.

Mechanical Pre-Treatment Device: The mechanical pre-treatment device is comprised of a KSI Series 500 HDPE Storm Water Treatment Chamber and is located on the west side of the site at the northwest corner. The device operates to treat stormwater runoff in removing solids, fines, trash, debris, Total Suspended Solids (TSS), oil and grease. The device is upstream of the underground detention system and acts as pre-treatment prior to stormwater entering the underground detention system. Stormwater enters the device from the underground storm drainage pipe system and onsite catch basins and inlets.

Oil/Debris/Water Separator: The oil/water/debris separation devices consist of the SNOUT Hood systems and are located within the storm drainage inlets located in the main parking lot. The SNOUT Hood is a vented hood that is located over the outgoing drainage pipe of the drainage structure and is designed to reduce floatable trash and debris, oils and other solids from stormwater runoff. The Hood forms a baffle in the structure which collects debris and oils on the surface while permitting heavier solids to sink to the bottom of the structure. For this reason, each structure which contains a SNOUT Hood also contains a sump for capture of sediments.

Storm Sewer System, Catch Basins and Inlets: Multiple catch basins and inlets are located throughout the site and each is connected by underground storm sewer pipe system. Catch basins and inlets operate to capture stormwater runoff and deposit it into the underground storm sewer pipe system. The underground storm sewer pipe system operates to carry stormwater runoff to treatment devices and the underground detention system.

INSPECTIONS:

Requirements for submittal of annual inspection reports to the City.

The first report is due one (1) year after construction is completed, with subsequent reports due each year within the same month of the initial report. If there are any deficiencies found during the inspection, these should be addressed. If the inspection report is not received within the month it is due, if there are deficiencies which were not included in the report, or any deficiencies noted in the report that are not addressed in a timely manner, the BMP owner faces enforcement action from the City.

Construction Complete	Inspected BMP	Inspection Due Date	Subsequent Due Date
Date:	Underground Detention Basin	1 yr after construction completion date	Annually
	Detention Outlet Orifice	1 yr after construction completion date	Annually
	Mechanical Pre-Treatment	1 yr after construction completion date	Annually

Construction Complete	Inspected BMP	Inspection Due Date	Subsequent Due Date
	Oil/Debris/Water Separator	1 yr after construction completion date	Annually

Routine inspections are the responsibility of the BMP owner. Maintenance is also the responsibility of the owner. The BMP owner shall be financially responsible for any maintenance or repairs required by the City or its representatives during the City's inspections. The approved maintenance plan and inspection forms provided with this manual should be used as guidance for performing maintenance activities. Complete inspection forms must be maintained by the BMP owner and produced upon request by the City. The City must be notified of any changes in BMP ownership, major repairs or BMP failure in writing within 30 days. The letter should be addressed to the City of Rochester Hills Engineering Division.

INSPECTIONS AND MAINTENANCE ACTIVITIES:

Refer to the checklists and guidance documents provided with this manual for operation, maintenance and inspection of the outlined BMPs. The checklist is for the use of the BMP owner in performing routine inspections. The BMP owner is responsible for the cost of maintenance and annual inspections. The BMP owner must maintain and update the BMP operations and maintenance plan as necessary including removal of debris from structures. BMP owners must routinely inspect BMPs to verify that all BMP components are functioning as designed and are not in danger of failing. All BMPs need maintenance to function as water quality and quantity enhancements.

Inspections must be documented on the inspection forms included in this Manual.

The BMP owner agrees to the following maintenance and inspections:

Maintenance Item	Frequency	Maintenance
Underground Detention System	30 days after construction 6 months after construction Annually and after major storms	Remove trash, debris & sediment Ensure no standing water Ensure no visible damage to pipes, inlet, outlets & structures
Detention Outlet Orifice	30 days after construction 6 months after construction Annually and after major storms	Remove trash, debris & sediment Ensure no visible damage to structure and orifice plate
Mechanical Pre-Treatment Device	30 days after construction 6 months after construction Annually and after major storms	Remove trash, debris & sediment Remove sediment from sump when depth reaches 75% of capacity Ensure no visible damage to device and structure Inspect and clean vents and access hatches
Oil/Debris/Water Separators	30 days after construction 6 months after construction Annually and after major	Remove trash, debris & sediment Remove sediment from sump

Maintenance Item	Frequency	Maintenance
	storms	when depth reaches ½ the depth of the sump Ensure no visible damage to device and structure Inspect and clean anti-siphon vents and access hatches
All Items	As necessary	All structures shall be cleaned if a spill or other incident causes a larger than normal accumulation of pollutants in a structure

Material removed from any structure shall be disposed of in accordance with local, state and federal requirements. Spills of hazardous materials shall be reported, monitored, maintained and remedied immediately in accordance with local, state, and federal requirements.

GENERAL MAINTENANCE ACTIVITIES:

Parking Lot Sweeping:

Routine sweeping of all paved surfaces shall be performed quarterly or as necessary to limit sediment and trash build-up. Sweeping removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events.

Grass Mowing and Maintenance:

Mowing requirements at the site shall be designed to the specific site conditions, grass types and seasonal variations in climate. Grassed areas require periodic fertilizing and soil conditioning in order to maintain healthy growth. Provisions shall be made to reseed and reestablish grass cover in damaged areas. Dead turf shall be replaced as necessary. Inspection of grass areas and other landscaping features shall be performed annually.

Trash and Debris Removal:

Removal of trash and debris from all areas of the property shall be performed monthly. Removal of these items will prevent damage to vegetated areas and remove potential to inhibit operation of the storm water management systems.

[INSPECTION CHECKLIST & MAINTENANCE GUIDE FOLLOWS THIS PAGE]

**INSPECTION CHECKLIST AND MAINTENANCE GUIDANCE
UNDERGROUND DETENTION & OUTLET STRUCTURE**

Location: _____
 Owner change since last inspection? Yes _____ or No _____
 Owner Name: _____
 Owner Address: _____
 Owner Telephone: _____
 Date: _____ Time: _____
 Site Conditions: _____

UNDERGROUND DETENTION

Inspection Items	Satisfactory (S) / Unsatisfactory (U)	Comments/Corrective Action
Clear of debris and trash?		
Clear of sediment?		
Pipes in good condition?		
Inlets in good condition?		
Outlets in good condition?		
Structures in good condition?		
Other (describe)?		

DETENTION OUTLET ORIFICE

Inspection Items	Satisfactory (S) / Unsatisfactory (U)	Comments/Corrective Action
Clear of debris and trash?		
Clear of sediment?		
Orifice in good condition?		
Orifice plate good condition?		
Structures in good condition?		
Other (describe)?		

If any of the above inspection items are Unsatisfactory, list corrective actions and completion dates below

Corrective Action Needed	Due Date

Inspector Signature: _____

Inspector Name (printed): _____