

**AGREEMENT FOR SEDIMENTATION BASIN  
GRANDVIEW SITE CONDOMINIUM**

This agreement made and entered into this 12<sup>th</sup> day of May, 2005, by and between the CITY OF ROCHESTER HILLS, a municipal corporation with offices at 1000 Rochester Hills Drive, Rochester Hills, Oakland County, MI 48309, hereinafter ("CITY") and GRANDVIEW OF ROCHESTER HILLS, LLC, whose address is Independence Square, 44444 Mound, Suite 600, Sterling Heights, Macomb County, MI 48314, hereinafter ("DEVELOPER").

WITNESSITH:

WHEREAS, the DEVELOPER is the owner of land located in the City of Rochester Hills, County of Oakland, Michigan described on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the DEVELOPER wishes at this time to obtain approval of the final Site Condominium Plan; and depicted in Exhibit "A"

WHEREAS, it has been determined necessary for the DEVELOPER to construct a sedimentation basin for the protection of adjacent and downstream properties, watercourses and wetlands, which basin is defined on the approved construction drawings on file with the City Engineering Department; and DEPICTED IN EXHIBIT A

WHEREAS, it is desirable that the DEVELOPER and the CITY enter into a binding contract relative to the details of development of said sedimentation basin and the use, repair and maintenance thereof.

NOW THEREFORE, in consideration of the approval of the City Council and City of Rochester Hills of the final Site Condominium Plan and of the mutual promises contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. From the date of recording of the Master Deed, and until such time as their agreement terminates as provided for in paragraph 3 below, DEVELOPER shall have the responsibility and be obligated to the CITY to maintain and keep in good order the sedimentation basin. Maintenance shall include stabilization of the banks and slopes, removal of trash, refuse, and accumulated sediment on a reasonable periodic basis, cleaning of stone filter systems, replacement of filter fabrics, erosion control and such other maintenance as may be reasonable and necessary to foster the intended functioning of the basin. Inspection of the sedimentation basin will be performed by the City Engineering Department and

the DEVELOPER or his designee on a monthly basis until such time that this agreement terminates as provided for in paragraph 3. The costs of inspection shall be paid by the DEVELOPER in accordance with Chapter 4-01, Subdivision Control, Section 33, Fees.

2. In order to obtain an approval and release of the Development by the CITY, DEVELOPER shall file with the City Clerk security, as provided for in Chapter 4-01, Subdivision Control, of the Code of Ordinances, in such amounts as determined reasonable and necessary by the Engineering Department of the City to guarantee ongoing maintenance and repair to the sedimentation basin.
3. This agreement shall terminate after the City Engineering Department determines ninety (90%) percent of the homes, and all landscaping and sodding in the tributary watershed area serving those homes, are completed. Accordingly, accumulated sediment and debris is to be removed, final storm sewer connections made, the sedimentation basin backfilled with compacted engineering fill, and the area restored and vegetated. This work shall be solely the responsibility of the DEVELOPER.
4. In the event that the DEVELOPER shall at any time fail to maintain the sedimentation basin and related facilities in reasonable order and condition, the CITY may serve written notice upon the DEVELOPER setting forth the manner in which the DEVELOPER has failed to maintain the sedimentation basin in a reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within fifteen (15) days thereof. If notice, or in any modification thereof, shall not be cured within fifteen (15) days or any extension thereof, the CITY may enter upon said sedimentation basin and maintain the same. Said maintenance by the CITY shall not constitute a taking of the sedimentation basin nor vest in the public any right to use the same. In the event that the CITY determines the existence of an emergency upon, caused by or relating to the sedimentation basin which threatens the public health, safety, or general public welfare, the CITY shall have the right to immediately and without notice take appropriate corrective action. The cost of any maintenance or any action by the CITY, plus the prevailing administrative fee, shall be assessed against the DEVELOPER and deducted from the security and escrow accounts that are currently in file with the CITY.
5. Notwithstanding any other provisions of the Agreement, DEVELOPER reserves the right to grant easements within the sedimentation basin area for the

installation, repair, and maintenance of water mains, sewers, drainage courses, and other public utilities, subject to obtaining the consent of the CITY, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the area.

6. The DEVELOPER shall be solely responsible for the maintenance of the sedimentation basin and the cost thereof as set forth above in Paragraph 4. In addition, said sedimentation basin shall be used for no purpose other than its proposed use until such time as this agreement terminates and there is no further need for the facility.
7. The CITY may enforce the obligations contained herein in a court of competent jurisdiction. Any attorneys' fees or costs incurred by the CITY in enforcement of this Agreement in court shall be paid for by the DEVELOPER.
8. The obligations of DEVELOPER contained herein shall not be delegable by DEVELOPER, unless approved by a Resolution of the City Council.
9. The parties herein make this Agreement on behalf of themselves, their heirs, successors and/or assigns and hereby warrant that they have the authority and capacity to make this contract.

IN WITNESS WHEREOF, the parties have set their hands on the date first above written.

WITNESSES:

"DEVELOPER"  
GRANDVIEW OF ROCHESTER HILLS, LLC

Genevieve Swalthorpe  
Genevieve Swalthorpe

By:

Joseph Salome  
Joseph Salome

Katie M MacAskill  
Katie M MacAskill

Its: MEMBER

"CITY"  
THE CITY OF ROCHESTER HILLS,  
a Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

# SKETCH OF SEDIMENTATION BASIN

NORTHFIELD INDUSTRIAL PARK NO. 2 LIBER 183, PAGES 8-10 O.C.R.

37

38

39

S89°51'54"W 314.40'

9

(OPEN SPACE)

**SAGE LANE**

8

10

7

11

6

12

5

13

4

14

3

N89°52'00"E  
127.07'

75.00'  
15  
SEDIMENTATION  
BASIN

S89°52'00"W  
127.05'

118.02'  
DETENTION BASIN  
(OPEN SPACE)

S01°10'52"E  
75.00'

2

1

**CORIANDER DRIVE**

S01°11'37"E 771.95'

N01°10'52"W 771.95'

"SUPERVISOR'S REPEAT OF  
GLIDEWELL SUBDIVISION"  
L-52, P. 28, O.C.R.

15-28-300-034

15-28-300-035



15-28-300-032

P.O.B.

60.01'

N89°52'00"E 314.23'

N89°52'00"E  
2121.20'

SW CORNER OF SECTION 28,  
T3N, R11E, CITY OF ROCHESTER  
HILLS, OAKLAND COUNTY,  
MICHIGAN

SOUTH LINE OF SECTION 28  
CENTERLINE OF ROAD

N89°52'00"E  
209.63'

S1/4 CORNER OF SECTION 28,  
T3N, R11E, CITY OF ROCHESTER  
HILLS, OAKLAND COUNTY,  
MICHIGAN

APPROVED Desc

*M. Taun*

ROCHESTER HILLS  
ENGINEERING DEPT.

07-13-05

EXHIBIT "A"  
SHEET 1 OF 2

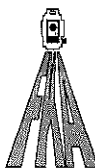
CLIENT  
GRANDVIEW  
CONSTRUCTION

PROJECT NO. 02-204  
DATE 05-12-05

SCALE 1" = 100'

DRAWN BY  
J.A.E.

CHECKED BY  
R.L.H.



**FAZAL KHAN & ASSOCIATES, INC.**  
**CIVIL ENGINEERS & LAND SURVEYORS**

43345 SCHOENHERR STERLING HEIGHTS, MI 48313  
PHONE (586) 739-8007 FAX (586) 739-6994

05-12-05 RLH

02-204 JOE SALOME GRANDVIEW SEDIMENTATION BASIN

DESCRIPTION OF PROPERTY

PART OF THE SW1/4 OF SECTION 28, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SECTION 28; THENCE N89°52'00"E 2121.20 FEET ALONG THE SOUTH LINE OF SECTION 28, CENTERLINE OF AUBURN ROAD (33 FEET HALF WIDTH); THENCE N01°11'37"W 60.01 FEET TO THE NORTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH) FOR A POINT OF BEGINNING; THENCE N89°52'00"E 314.23 FEET ALONG THE NORTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH); THENCE N01°10'52"W 771.95 FEET TO THE SOUTH LINE OF "NORTHFIELD INDUSTRIAL PARK NO. 2", A PART OF THE SW1/4 OF SECTION 28, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 183 OF PLATS, PAGES 8-10, OAKLAND COUNTY RECORDS; THENCE S89°51'54"W 314.40 FEET ALONG THE SOUTH LINE OF "NORTHFIELD INDUSTRIAL PARK NO. 2"; THENCE S01°11'37"E 771.95 FEET TO THE NORTH RIGHT OF WAY OF AUBURN ROAD (60 FEET HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 242595 SQUARE FEET OR 5.5692 ACRES, MORE OR LESS.

ALSO KNOWN AS 1548 AUBURN ROAD OR SIDWELL NO. 15-28-300-033.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

DESCRIPTION OF SEDIMENTATION BASIN

PART OF THE SW1/4 OF SECTION 28, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SECTION 28; THENCE N89°52'00"E 2121.20 FEET ALONG THE SOUTH LINE OF SECTION 28, CENTERLINE OF AUBURN ROAD (33 FEET HALF WIDTH); THENCE N01°11'37"W 178.03 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING N01°10'52"W 75.00 FEET; THENCE N89°52'00"E 127.07 FEET; THENCE S01°10'52"E 75.00 FEET; THENCE S89°52'00"W 127.05 FEET TO THE POINT OF BEGINNING. CONTAINING 9530 SQUARE FEET OR 0.2188 ACRES, MORE OR LESS.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

APPROVED *DESC*

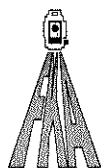
*M. Khan*

ROCHESTER HILLS  
ENGINEERING DEPT.

07-21-05

EXHIBIT "A"  
SHEET 2 OF 2

CLIENT GRANDVIEW	PROJECT NO. 02-204
CONSTRUCTION	DATE 05-12-05
SCALE	DRAWN BY J.A.E.
	CHECKED BY R.L.H.



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