

**THE ENCLAVES OF ROCHESTER HILLS
STORM SEWER SYSTEM MAINTENANCE AGREEMENT**

THIS STORM SEWER SYSTEM MAINTENANCE AGREEMENT is made this 30th day of June, 2016 by and between the City of Rochester Hills, a Michigan municipal corporation (the “City”) whose address is I000 Rochester Hills Drive, Rochester Hills, Michigan 49309, and TJ Realvest, LLC, a Michigan limited liability company (“Developer”), whose address is 54153 Deer Ridge Court, Rochester, MI 48307.

RECITALS:

A. Developer is the owner of certain real property located in the City of Rochester Hills, Oakland County, Michigan, which real property is more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. Developer intends to develop the Property as a residential community to be known as ENCLAVES OF ROCHESTER HILLS, a single-family residential development (hereinafter known as the “Development”).

C. The Development will alter the natural flow of surface and storm water drainage.

D. Developer desires to extend to the future condominium unit owners within the Development the right to utilize and benefit from the storm water detention facilities and to provide a permanent method for the support and upkeep of said detention facilities.

E. Developer has proposed and the City has approved a storm water drainage and detention system (the “Storm Sewer System”) as shown in Exhibit B attached hereto and incorporated herein (the “Approved Plan”) and both the Developer and the City will benefit from the proper operation, use and maintenance of the Storm Sewer

System and desire to enter into this binding contract relative to the use and governance of the areas described and Fullydelineated in the condominium Development site plan (the "Condominium Subdivision Plan").

F. Developer also intends to bind the condominium unit owners in the Development to this Agreement so this Agreement is intended to run with the land;

NOW, THEREFORE, in consideration of the approval by the City of the Condominium Subdivision Plan and of the mutual promises contained herein, the parties hereto agree as follows:

1. Storm Sewer System. Pursuant to the Condominium Subdivision Plan, Developer hereby makes available and will grant to each of the condominium unit owners in the Development the right to utilize, maintain, replace and repair the Storm Sewer System, including but not limited to the detention basin areas and the storm sewer lines existing within the Development and delineated in the Condominium Subdivision Plan Components of the Storm Water System, including any and all water conveyance, detention facilities and devices, 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 and detaining storm and surface drainage in the Development until such time as: (i) the City determines and notifies the Developer or Developer's successors and assigns, including the Association (as defined below), in writing that it is no longer necessary to convey, or detain the storm and surface drainage; and (ii) an adequate alternative for conveying and detaining 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. Condominium Association for Enclaves of Rochester Hills. Control and jurisdiction over the Storm Sewer System shall be vested in the Enclaves of Rochester Hills Condominium Association (hereinafter referred to as "Association"). The Association is organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. The Association was incorporated on June 28, 2016.

Membership in the Association shall be mandatory for hall of the condominium unit owners in the Development. The Association shall be responsible at its sole expense for the proper maintenance of the Storm Sewer System and for compliance with the terms of this Agreement The Bylaws of the Association shall provide for a Board of Directors of no less than three (3) members and no more than five (5).

The Association members shall each bear their prorata share of the total costs of maintaining the Storm

Sewer System (including without limitation, the real and personal property taxes assessed against it, if any, and insurance policies maintained with respect to it), which shall constitute a lien against each member's condominium unit. The prorated share of the cost shall be based on each condominium unit owner's percentage of value as set forth in the Master Deed Enclaves of Rochester Hills. Each Association member shall be entitled to vote in accordance with the Master Deed for Enclaves of Rochester Hills.

The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Storm Sewer System, which regulations shall be binding upon all members of the Association.

3. Maintenance of Storm Sewer System. The Association shall be responsible for the proper maintenance, repair and replacement of the Storm Water System and all parts thereof as detailed in the Maintenance Plan attached hereto as Exhibit C (the "Maintenance Plan"). Proper maintenance of the Storm Water System shall include, but is not limited to, (i) keeping the bottom of the detention basin and inlet pipes free from silt and debris, (ii) removing harmful algae; (iii) managing deleterious vegetative growth; (iv) maintaining the Storm Water System structures, end-sections and safety features; (v) controlling the effects of erosion; (vi) inspection of inlet and outlet pipes for structural integrity, (vii) inspection and replacement of rip-rap at inlet pipes; (viii) inspection and cleaning of 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 of the Storm Water System. In no event shall the detention basin areas be utilized for any purpose other than detention of surface water without the prior written consent of the Association.

4. Failure to Maintain Storm Sewer System. In the event the Association fails at any time to maintain the Storm Sewer System (including without limitation the detention basins) in reasonable order and condition, the City may serve written notice upon the Association or upon its members setting forth the manner in which the Association has failed to maintain the Storm Sewer System in a reasonable condition and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof. The notice shall further state the date and place of a hearing thereon before the City Council or other such board, body or official to whom the City shall delegate such responsibility, which shall be held at least fourteen (14) days after the date of the notice. At such hearing, the City Council or other designated board, body or official may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may give an extension of the time within they shall be cured.

Thereafter, if the deficiencies set forth in the original notice, or in the modification thereof, shall not be cured within the time allowed, the City may maintain the same for a period of one (1) year. Such maintenance by the City shall not be construed as a trespass, constitute a taking of the Storm Sewer System, nor vest in the public any rights to use or enter the Storm Water System. Thereafter, if the Association does not properly maintain the Storm Water System, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the Storm Water 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 Storm Water System threatens the public health, safety or general welfare, the City shall have the right to immediately and without notice enter the SIOFITI Water System and undertake appropriate corrective action.

5. Charges. The cost of any maintenance by the City, plus a ten percent (10%) administrative fee, shall be assessed against the Association and, if not timely paid, added to the tax rolls, which charges shall be a lien on the Storm Water System and shall be collectable and enforceable in the same manner general property taxes are collected and enforced. The City shall be, at its option, subrogated to the right of the Association against its members to the extent of that cost and administrative charge, if the City shall, by an official resolution, give thirty (30) days written notice to each member of the Association of the City's election to be subrogated. The Association members shall bear their prorata share of the total costs of maintaining the Storm Sewer System, which prorata share of the cost shall constitute a lien against each member's condominium unit and if not paid, the City shall have the right to add it to the tax rolls and collect it in the same manner as provided above. The prorated share of the cost shall be based on each condominium unit owner's percentage of value as set forth in the Master Deed for Enclaves of Rochester Hills. The cost of maintenance by the City shall be assessed against the Association or the Association members at the City's discretion. In the event the City declares the existence of an emergency upon, caused by or relating to the Storm Sewer System, and the City takes appropriate corrective action, the City shall have the right to charge and collect the costs for such corrective action, as provided herein.

6. 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 the Developer: TJ Realvest, LLC, 54153 Deer Ridge Court, Rochester, MI 48307

To the City: City Clerk, City of Rochester Hills, 1000 Rochester Hill Drive, Rochester Hills, MI 48309


To the Association: Enclaves of Rochester Hills Association, 54153 Deer Ridge Court, Rochester, MI 48307

7. **Successors and Assigns, etc.** This Agreement shall constitute restrictions and covenants running with the Property. The parties hereto make this Agreement on behalf of themselves and their respective successors and assigns, and hereby warrant that they have the authority and capacity to make this contract

8. **Recording.** This Agreement shall be recorded at the Oakland County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TJ Realvest, LLC, a Michigan limited liability company

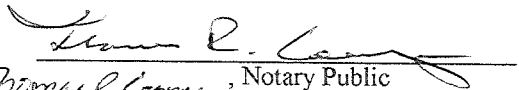

JBK Development Co., Member
By: Jaroslaw B. Kisil, President

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of June, 2016, by Jaroslaw B. Kisil, President of JBK Development Co., a Michigan corporation, as Member of TJ Realvest, LLC, a Michigan limited liability company, on behalf of the company.



THOMAS ROBERT COONEY
Notary Public, State of Michigan
County of Macomb
My Commission Expires Dec. 05, 2018
Acting in the County of OAKLAND


Thomas R. Cooney, Notary Public
County, Michigan
My Commission Expires: 12-05-18
M.A.C.O.M.B.

John Staran
Approved 7/21/16

CITY OF ROCHESTER HILLS, a Michigan municipal corporation

By: Bryan K. Barnett
Its: Mayor

and

By: Tina Barton
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by
Bryan K. Barnett, the Mayor, and Tina Barton
the Clerk, of the City of Rochester Hills, a Michigan municipal corporation, on behalf of the corporation.

, Notary Public

County, Michigan

My Commission Expires:

Drafted by:
Jaroslaw B. Kisil
54153 Deer Ridge Court
Rochester, MI 48307
Michigan

When recorded, return to:
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

EXHIBIT A

LEGAL DESCRIPTION – PARCEL 15-02-177-001

Part of the Northwest 1/4 of Section 2, T.3N.,R.11E, City of Rochester Hills, Oakland County, being more particularly described as follows: Beginning at the West 1/4 Corner of said Section 2; thence N02°09'30"E 821.50 ft. along the West line of said Section 2 (Rochester Road); thence S88°16'53"E 1383.39 ft. to a Concrete Monument at the Southwest corner of "Hillwood Subdivision" as recorded in Liber 58, Page 7 of Plats, Oakland County Records; thence S01°08'06"W 802.76 ft. to a point on the East-West 1/4 Line of said section 2, said point also being on the North Line of "Cross Creek Sub. No. 2", as recorded in Liber 217, Pages 26 through 33 of plats, Oakland County Records; thence N89°03'01"W 1398.00 ft. along the East-West 1/4 Line of said Section 2 and following the North Line of said "Cross Creek Sub. No. 2" and the North Line of "Cross Creek Sub. No 1" as recorded in Liber 198, Pages 24-28 of Plats, Oakland County Records to the Point of Beginning.

Containing 25.93 Acres.

Subject to the rights of the public in Rochester Road.

LEGAL DESCRIPTION – PARCEL 15-02-102-023

Part of the Northwest 1/4 of Section 2, T.3N.,R.11E, City of Rochester Hills, Oakland County, being more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 2; thence N02°09'30"E 821.50 ft. along the West line of said Section 2 (Rochester Road) to the Point of Beginning; continuing along said line N02°09'30"E 322.60 ft.; thence S88°16'53"E 620.00 ft.; thence S02°00'30"W 322.00 ft.; thence S88°16'53"E 620.00 ft. to the point of beginning.

Containing 4.59 Acres.

Subject to the rights of the public in Rochester Road.

JJ-15-734
SHEET 2 OF 2



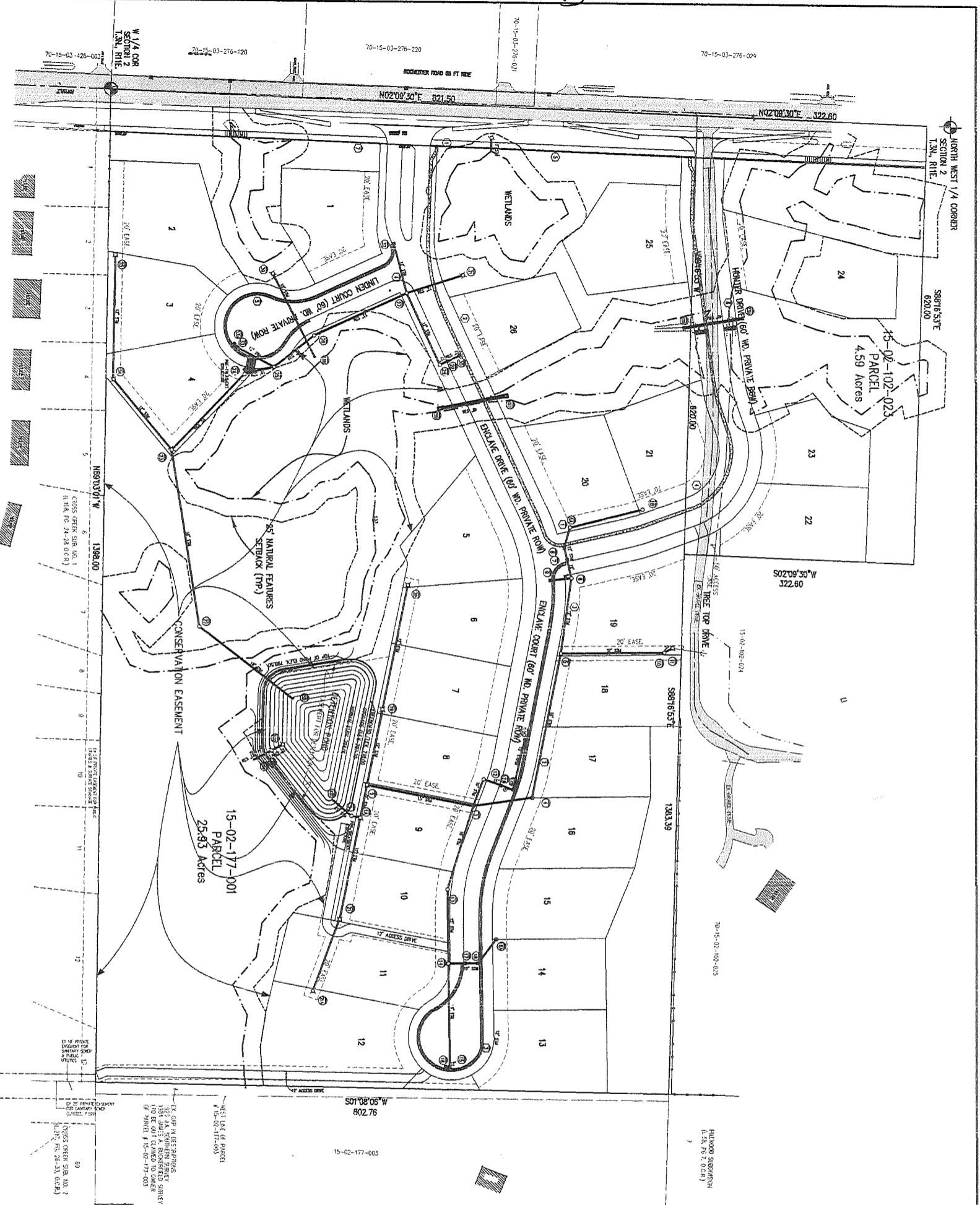
FORMERLY MCS ASSOCIATES, INC.

1055 South Boulevard E., Suite 200
Rochester Hills, MI 48307
Phone: (586) 726-9111
Fax: (248) 852-7707
Website: www.jjassociates.net

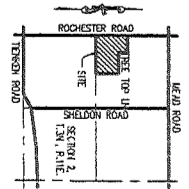
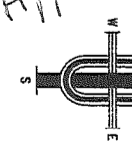
DATE: 09/15/2015 ds

© 2015 - JJ ASSOCIATES, INC. ALL RIGHTS RESERVED.

EXHIBIT B



*Mike Tawnt
Approved 8/15/16*



301 Know what's below.
Call before you dig.

NOTICE: THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER AND HAVE NOT BEEN REPRESENTATIVE. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES.

- LEGEND**
- CONTROL POINT
 - FIRE HYDRANT
 - GATE VALVE
 - HURDLE-SPIN OR SW
 - AS NOTED
 - PAVEMENT CATCH BASIN
 - GAS METER
 - UTILITY POLE
 - GUY POLE
 - MAIL BOX
 - TOP OF BANK
 - PED
 - D BOX
 - ROW OF DRINKERS (WETLAND BUFFER COULCHAMON)
 - RETAINING WALL

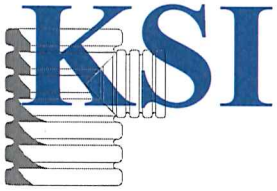
ROCHESTER ENCLAVES PART OF THE N.E. 1/4 OF SECTION 2, T. 3N., R. 11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN. EXHIBIT B	DATE SEPT. 11, 2014	REV. DATE 02/20/2005 07/21/2005 08/12/2005 03/27/2006 04/16/2014	DESCRIPTION PDR CDR RDR RDR RDR RDR RDR RDR	J&J ASSOCIATES, INC. <i>Civil Engineering and Surveying</i> 1055 South Boulevard E. - Suite 200, Rochester Hills, MI 48307 Telephone: (588) 720-9111 Fax: (248) 852-7707 Website: www.jjassoc.com
	DRAWN BY J.L.S.	CHECKED BY J.L.S.	3 TYPED SETS 1 ORIGINAL SET 1-500-483070	

CITY / 03-009
 DRAWING
 P-14-808
 1 of 2

EXHIBIT C

Maintenance Plan and Schedule: Enclaves of Rochester Hills

TASKS	STREETS	STORM SYSTEM	CATCH BASIN SUMPS	CB INLET CASINGS	DITCHES AND SWALES	OUTLET CONTROL STRUCTURES & RIP RAP	DETENTION BASIN	SCHEDULE DURING CONSTRUCTION/UPON COMPLETION OF HOMES
INSPECT FOR SEDIMENTATION ACCUMULATION	X	X	X	X	X	X	X	WEEKLY/ANNUALLY
REMOVAL OF SEDIMENTATION ACCUMULATION	X	X	X	X	X	X	X	WEEKLY/ANNUALLY
INSPECTION OF FLOATABLES & DEBRIS				X	X	X	X	WEEKLY/ANNUALLY
CLEANING OF FLOATABLES & DEBRIS				X	X	X	X	WEEKLY/ANNUALLY
INSPECTION FOR EROSION					X	X	X	WEEKLY/ANNUALLY
RE-ESTABLISH PERMANENT VEGETATION ON ERODED SLOPES					X		X	AS NEEDED/AS NEEDED
MOW GRASS					X		X	BI-WEEKLY/WEEKLY
REPLACEMENT OF STONE						X		AS NEEDED
CLEAN STREETS & MAINTAIN ACCESS DRIVE	X							WEEKLY OR AS NEEDED/ AS NEEDED
INSPECT STORM WATER SYSTEM COMPONENTS DURING WET WEATHER		X	X		X	X	X	MONTHLY/AS NEEDED
MAKE ADJUSTMENTS AS DETERMINED AY ANNUAL WET WEATHER INSPECTIONS		X	X		X	X	X	AS NEEDED/AS NEEDED



Kennedy Solutions, Inc.

2111 Sage Lake Road

Prescott, MI 48756

Phone: (989) 873-5280

Fax: (248) 375-8144

Email: sales@kennedysolutionsinc.com

Specializing in Storm Water Management and NPDES Phase II BMP's

KSI
STORM WATER TREATMENT CHAMBER

OPERATIONS
AND
MAINTENANCE
INFORMATION

KSI Storm Water Treatment Chamber

Introduction

The KSI unit is an important and effective component of your storm sewer system and proper operation and maintenance is vital to its compliance with pollution control requirements.

The KSI unit is capable of capturing a wide range of organic and in-organic solids and pollutants.

Operations

The KSI unit is a non-mechanical self-operating system and will function any time there is flow in the sewer system.

Inspection

Access to the unit is achieved through two manhole access covers; they allow for the inspection and clean out of each zone of the unit. The unit should be periodically inspected to determine the amount of accumulated pollutants and to ensure that the cleanout frequency is adequate to handle the predicted pollutant load being processed by the unit.

New installations shall be inspected once a month for the first three months, then semi or annually thereafter or as conditions warrant. The visual inspection should ascertain that the unit is functioning properly and to measure the amount of solids that have accumulated in both zones. This can be done with a calibrated dipstick. This information should be recorded in a log and kept.

Clean Out & Maintenance

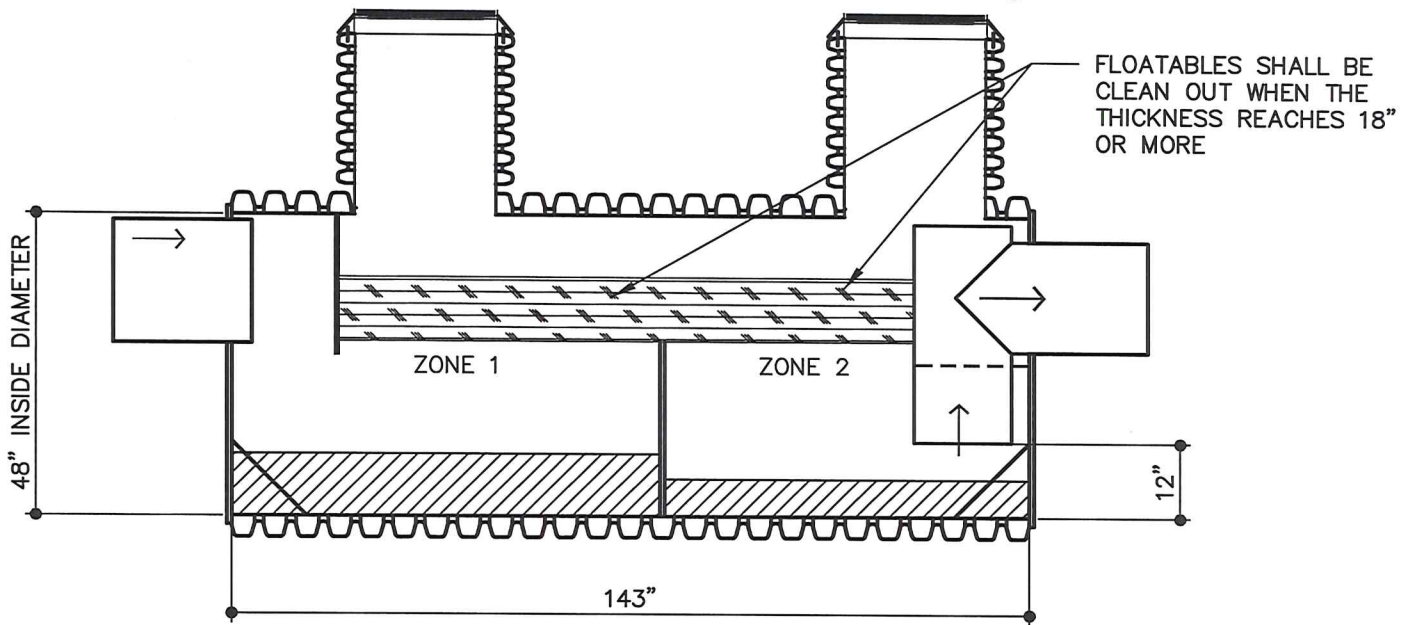
The frequency of cleaning the unit will depend upon the environment it was installed in. Cleanouts and preventative maintenance schedules will be determined based on operating experience unless precise pollutant loadings have been determined.

A vactor truck is recommended for cleanout of the unit. Disposal of material from the unit should be in accordance with the local municipality's requirements.

MAINTENANCE DIAGRAM

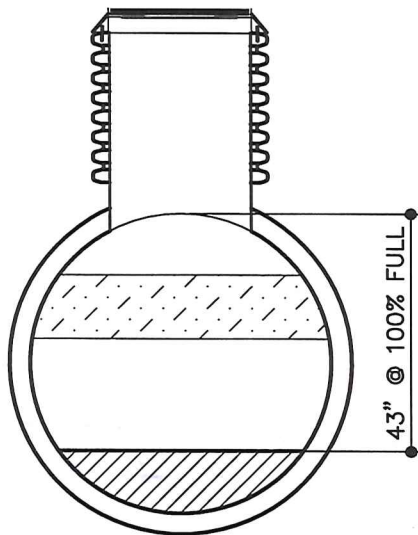
KSI 1000 SWTC

Location:
SE of Linden Ct.



PROFILE

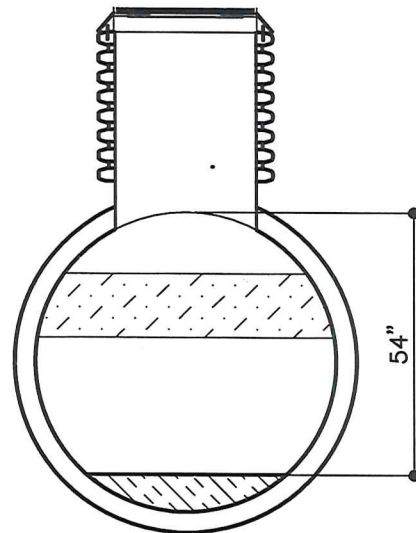
NO SCALE



END VIEW ZONE 1

NO SCALE

ZONE 1 IS 100% FULL AT 42" FROM CROWN OF 48" DIA. CHAMBER.
 ZONE 1 IS 50% FULL AT 44" FROM CROWN OF 48" DIA. CHAMBER.
 ZONE 1 IS 25% FULL AT 46" FROM CROWN OF 48" CHAMBER.



END VIEW ZONE 2

NO SCALE

ZONE 2 IS 100% FULL AT 45" FROM CROWN OF 48" DIA. CHAMBER.
 ZONE 2 IS 50% FULL AT 46" FROM CROWN OF 48" DIA. CHAMBER.
 ZONE 2 IS 25% FULL AT 47" FROM CROWN OF 48" CHAMBER.

DESIGN BY: AG / RK	DATE: 10-10-10	1 OF 1
MANUF. APPROVAL BY: .	SCALE: NTS	SHEET NO.
DRAWING NO. 1000 SWTC MAINTENANCEv1		

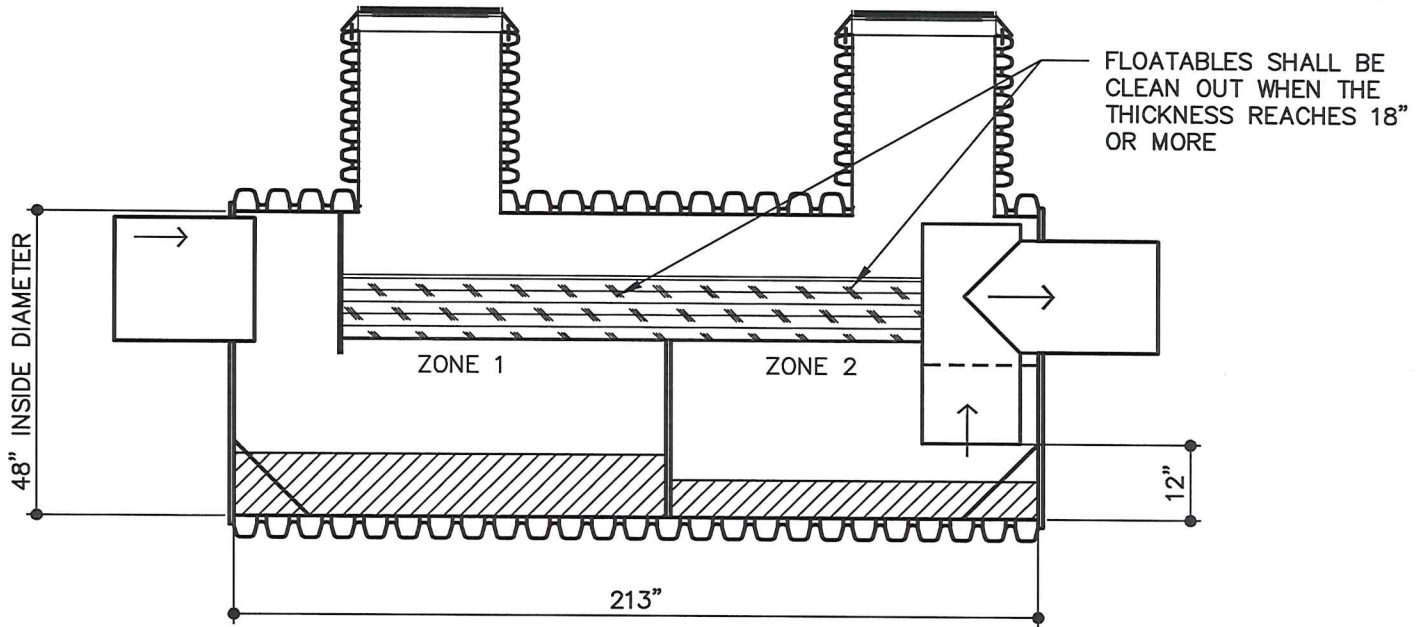


KENNEDY SOLUTIONS, INC.
 2111 Sage Lake Road
 Prescott, MI 48756
 Ph: 800-699-4046
 Fx: 248-375-8144

MAINTENANCE DIAGRAM

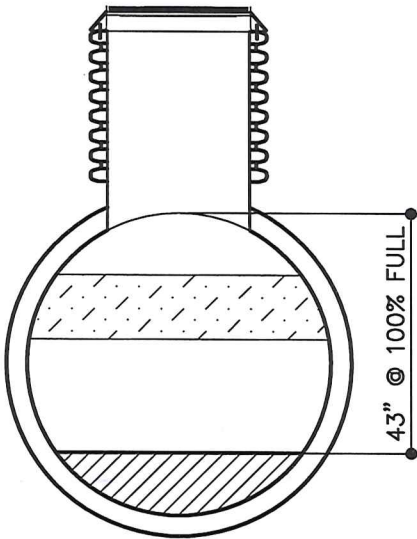
KSI 1250 SWTC

Location
NE of Detention Basin



PROFILE

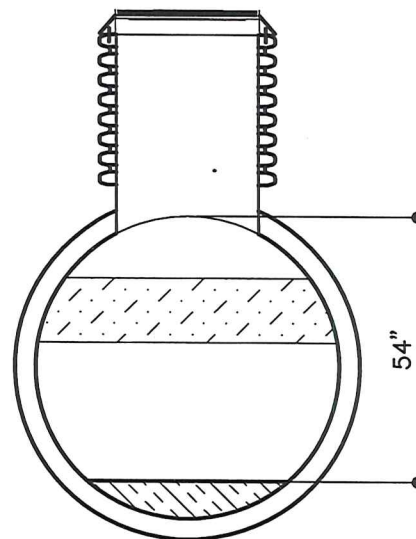
NO SCALE



END VIEW ZONE 1

NO SCALE

ZONE 1 IS 100% FULL AT 43" FROM CROWN OF 48" DIA. CHAMBER.
 ZONE 1 IS 50% FULL AT 45" FROM CROWN OF 48" DIA. CHAMBER.
 ZONE 1 IS 25% FULL AT 46" FROM CROWN OF 48" CHAMBER.

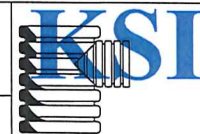


END VIEW ZONE 2

NO SCALE

ZONE 2 IS 100% FULL AT 45" FROM CROWN OF 48" DIA. CHAMBER.
 ZONE 2 IS 50% FULL AT 46" FROM CROWN OF 48" DIA. CHAMBER.
 ZONE 2 IS 25% FULL AT 47" FROM CROWN OF 48" CHAMBER.

DESIGN BY: AG / RK	DATE: 10-10-10	1 OF 1
MANUF. APPROVAL BY: .	SCALE: NTS	SHEET NO.
DRAWING NO. 1250 SWTC MAINTENANCEv1		



KENNEDY SOLUTIONS, INC.
 2111 Sage Lake Road
 Prescott, MI 48756
 Ph: 800-699-4046
 Fx: 248-375-8144

KSI
INSPECTION MAINTENANCE LOG

OWNER: _____
 ADDRESS: _____
 OWNER REPRESENTATIVE: _____
 PHONE: _____

INSTALLATION: _____
 MODEL: _____
 SITE LOCTION: _____
 INSTALLATION DATE: _____

INSEPECTIONS:

INSPECTOR	DATE	ZONE 1		ZONE 2		ACTION TAKEN
		DEPTH TO SEDIMENT (INCHES)	FLOATABLES DEPTH (INCHES)	DEPTH TO SEDIMENT (INCHES)	FLOATABLES DEPTH (INCHES)	

NOTE: DEPTH IS MEASURED FROM THE CROWN OF THE TANK TO THE SEDIMENT
 SEE MAINTENANCE DIAGRAM