

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

This agreement is made on April 28th, 2020, by J4 Rochester Hills, LLC,
a Michigan limited liability company, whose address
is 2354 Bellingham, Troy MI 48083,
and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive,
Rochester Hills, MI 48309.

RECITALS:

WHEREAS, J4 Rochester Hills, LLC owns and occupies the property described in
attached **Exhibit A**; and

WHEREAS, J4 Rochester Hills, LLC has proposed, 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 the attached **Exhibit B**; 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 J4 Rochester Hills, LLC, or J4 Rochester Hills, LLC
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. J4 Rochester Hills, LLC shall be responsible for the proper maintenance,
repair and replacement of the System and any part thereof, including the detention basin as detailed in the
Maintenance Plan attached as **Exhibit C**.

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 J4 Rochester Hills, LLC or J4 Rochester Hills, LLC successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify J4 Rochester Hills, LLC or J4 Rochester Hills, LLC 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 or, if such correction cannot reasonably be completed within thirty (30) days due to acts of nature, acts of war or terror, pandemic, government shutdowns, or other reasons outside of the control of J4 Rochester Hills, LLC or its successors, grantees or assigns, then within a reasonable period of time not to exceed ninety (90) additional days so long as J4 Rochester Hills, LLC or its successors, grantees or assigns, diligently commences and undertakes the correction¹. 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 responsibility². 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 hearing at which consideration will be given and a determination made as to whether J4 Rochester Hills, LLC or J4 Rochester Hills, LLC 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 reasonable 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 J4 Rochester Hills, LLC :

Mark Rumble
2354 Bellingham Dr.
Troy, MI 48083

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.

(J4 Rochester Hills, LLC)

By: Mark Rumble

Print or type name: MARK Rumble

Title: General manager

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

By: Tina Barton, City Clerk

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on April 28th, 2020,
by MARK Rumble, who is the General manager
of 54 Rochester Hills LLC a (Michigan) limited
liability company, on behalf of the company.

LEEANN M. WHITE-SEDER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jul 19, 2021
ACTING IN COUNTY OF Oakland

Leeann M. White-Seder, notary public
Oakland County, Michigan
My commission expires: 7-19-2021

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 20____,
by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:
MARK Rumble
2354 Bellingham Dr.
Troy, MI 48083

_____, 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

John Starow
Approved 5/19/20

EXHIBIT A

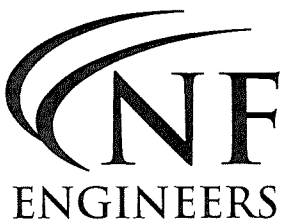
STORM MAINTENANCE AGREEMENT

LEGAL DESCRIPTION - P.I.N.: 15-21-276-014

A PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE NORTH 02 DEGREES 25 MINUTES 43 SECONDS WEST, 358.71 FEET (RECORDED AS NORTH 02 DEGREES 27 MINUTES 24 SECONDS WEST, 358.71 FEET) ALONG THE EAST LINE OF SECTION 21 (LIVRNOIS ROAD); THENCE NORTH 84 DEGREES 51 MINUTES 51 SECONDS WEST, 353.90 FEET (RECORDED AS NORTH 84 DEGREES 53 MINUTES 32 SECONDS WEST, 353.90 FEET); THENCE ALONG A CURVE TO THE RIGHT 73.30 FEET (RECORDED AND MEASURED), SAID CURVE HAVING A RADIUS OF 70.00 FEET, CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS AND A LONG CHORD BEARING OF NORTH 54 DEGREES 51 MINUTES 51 SECONDS WEST, 70.00 FEET (RECORDED AS NORTH 54 DEGREES 53 MINUTES 32 SECONDS WEST, 70.00 FEET); THENCE ALONG A CURVE TO THE LEFT 183.26 FEET (RECORDED AND MEASURED), SAID CURVE HAVING A RADIUS OF 70.00 FEET, CENTRAL ANGLE OF 150 DEGREES 00 MINUTES 00 SECONDS AND A LONG CHORD BEARING OF SOUTH 80 DEGREES 08 MINUTES 11 SECONDS WEST, 135.23 FEET (RECORDED AS SOUTH 80 DEGREES 06 MINUTES 30 SECONDS WEST, 135.23 FEET); THENCE NORTH 84 DEGREES 51 MINUTES 51 SECONDS WEST, 109.96 FEET (RECORDED AS NORTH 84 DEGREES 53 MINUTES 32 SECONDS WEST, 109.96 FEET); THENCE ALONG A NON-TANGENT CURVE TO THE LEFT 109.95 FEET (MEASURED) (109.96 FEET RECORDED), SAID CURVE HAVING A RADIUS OF 70.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND A LONG CHORD BEARING NORTH 80 DEGREES 23 MINUTES 30 SECONDS WEST, 98.99 FEET (RECORDED AS NORTH 80 DEGREES 25 MINUTES 11 SECONDS WEST, 98.99 FEET); THENCE SOUTH 54 DEGREES 37 MINUTES 30 SECONDS WEST, 28.47 FEET (RECORDED AS SOUTH 54 DEGREES 34 MINUTES 50 SECONDS WEST, 28.48 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 54 DEGREES 37 MINUTES 30 SECONDS WEST, 514.05 FEET (RECORDED AS SOUTH 54 DEGREES 34 MINUTES 50 SECONDS WEST, 514.25 FEET); THENCE NORTH 84 DEGREES 55 MINUTES 56 SECONDS WEST, 206.03 FEET (RECORDED AS NORTH 84 DEGREES 53 MINUTES 32 SECONDS WEST, 206.16 FEET); THENCE SOUTH 01 DEGREES 45 MINUTES 01 SECONDS WEST, 69.95 FEET (RECORDED AS SOUTH 01 DEGREES 49 MINUTES 58 SECONDS WEST, 70.11 FEET) TO A POINT OF THE NORTH LINE OF "ROCHESTER INDUSTRIAL PARK SUB" AS RECORDED IN LIBER 178, PAGE 11 OF PLATS, OAKLAND COUNTY RECORDS; THENCE NORTH 84 DEGREES 53 MINUTES 32 SECONDS WEST, 420.50 FEET (RECORDED AND MEASURED), IN PART ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 39 DEGREES 54 MINUTES 48 SECONDS EAST, 1067.25 FEET (RECORDED AS NORTH 39 DEGREES 54 MINUTES 26 SECONDS EAST, 1067.23 FEET); THENCE SOUTH 35 DEGREES 26 MINUTES 02 SECONDS EAST, 621.91 FEET (RECORDED AS SOUTH 35 DEGREES 28 MINUTES 25 SECONDS EAST, 621.73 FEET) TO THE POINT OF BEGINNING.

EASEMENT PARCEL: TOGETHER WITH A NON-EXCLUSIVE EASEMENT AS CREATED, LIMITED AND DEFINED BY THAT INSTRUMENT RECORDED IN LIBER 10117, PAGE 130, OAKLAND COUNTY RECORDS.

*Jenny M.
Approved 6/11/20*



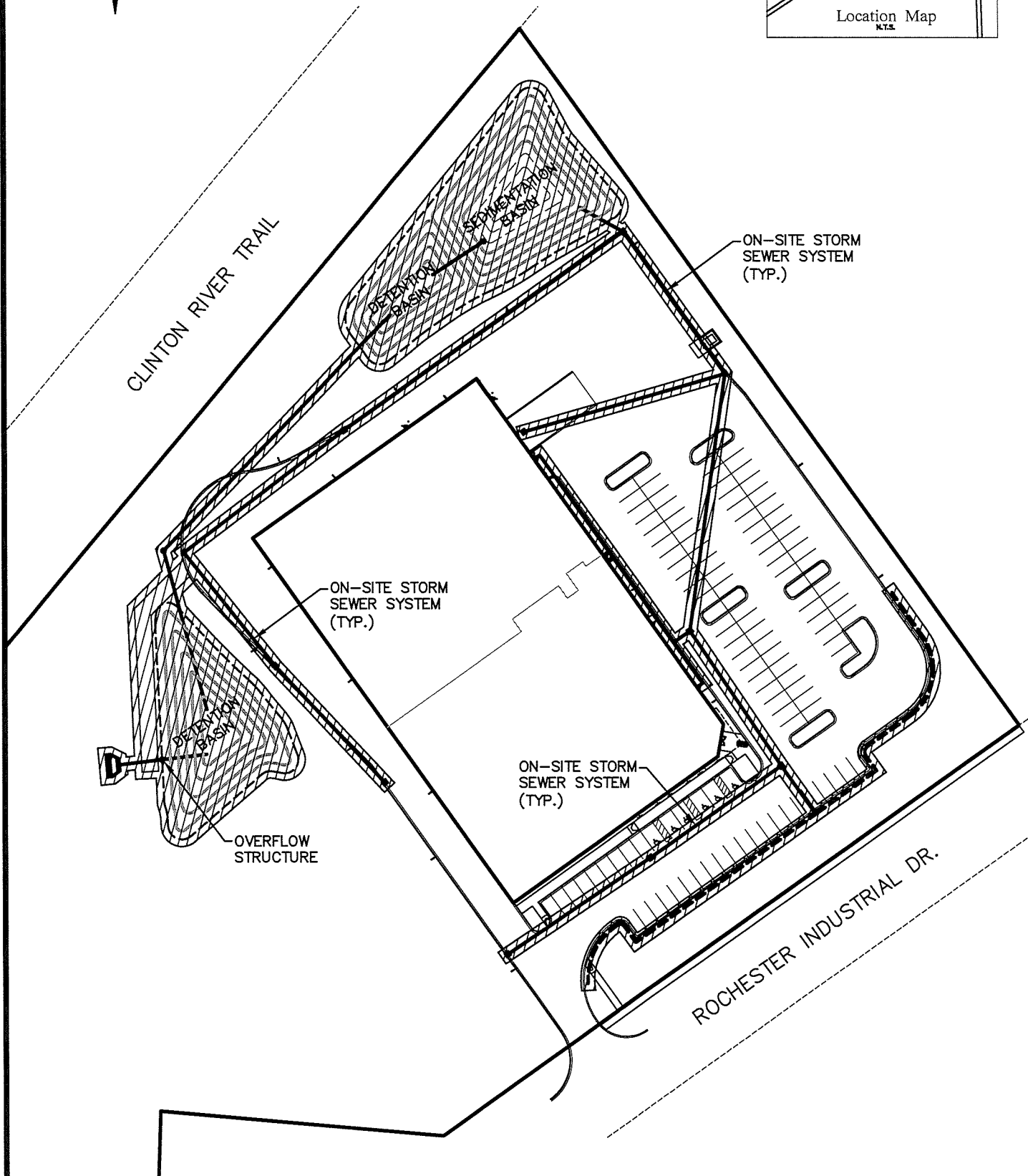
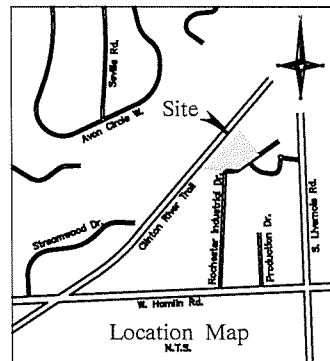
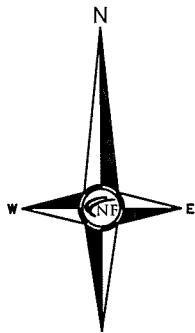
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

Revised: 05-19-2020

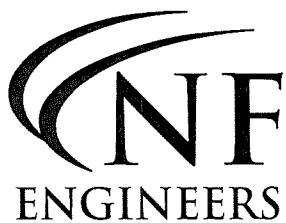
SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	04-20-2020	AJE	L354	1 of 3

EXHIBIT B

STORM MAINTENANCE AGREEMENT PHYSICAL LIMITS (SKETCH)

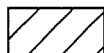


*Jason Okid
4/22/20*



NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

LEGEND



"AUBURN PHARMACEUTICAL" STORM SYSTEM MAINTENANCE RESPONSIBILITY

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 220'	04-20-2020	AJE	L354	2 of 3

EXHIBIT "C" - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit B to the permit and includes without limitation the storm sewers, swales, catch basins, manholes, inlets, sedimentation pond, detention pond, flow restrictor structure and outlet pipe that conveys flow from the proposed storm system to an existing watercourse on-site. For the purposes of this plan, this SWMS and all its components as shown in Exhibit B is referred to as "Auburn Pharmaceutical SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Auburn Pharmaceutical is responsible for maintaining the Auburn Pharmaceutical SWMS including complying with applicable requirements of the local or Oakland County soil erosion and sedimentation control program until Oakland County releases the construction permit. Long-term maintenance responsibility for the Auburn Pharmaceutical SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The City of Rochester Hills has assumed responsibility for long-term maintenance of the Auburn Pharmaceutical SWMS. The resolution by which the City of Rochester Hills has assumed maintenance responsibility is attached to the permit. Auburn Pharmaceutical, through a maintenance agreement with the City of Rochester Hills, has agreed to perform the maintenance activities required by this plan. The City of Rochester Hills retains the right to enter the property and perform the necessary maintenance of the Auburn Pharmaceutical SWMS if Auburn Pharmaceutical fails to perform the required maintenance activities.

To ensure that the Auburn Pharmaceutical SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit B), this plan (Exhibit C), the resolution attached, and the maintenance agreement between the City of Rochester Hills and the property owner will be recorded with the Oakland County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1							
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE							
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Sedimentation Pond	Detention Pond	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	FREQUENCY
Monitoring/Inspection							
Inspect for Sediment Accumulation/Clogging	X	X	X	X	X		Annually
Inspect For Floatables, Dead Vegetation & Debris	X	X	X	X	X		Annually & After Major Events
Inspect For Erosion And Integrity of System	X	X	X		X		Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans	X	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X		Annually
Preventative Maintenance							
Remove Accumulated sediments	X	X	X	X	X		As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris	X	X	X	X	X		As Needed
Sweeping of Paved Surfaces					X		As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion	X	X	X		X		As Needed
Replace Dead Plantings & Reseed Bare Areas	X						As needed
Structural Repairs	X	X	X	X	X		As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X		As Needed

NOTE: Sedimentation Pond and Detention Pond to be cleaned whenever sediments accumulate to a depth of 6-12 inches.

*Jason OK'd
4/22/20*

PROJECT: Auburn Pharmaceutical Rochester Industrial Dr. Rochester Hills, MI	PROPERTY OWNER: J4 Rochester Hills, LLC 2354 Bellingham Troy, MI 48083 Contact: Mark Rumble Phone: (586) 945-5361	ENGINEER: Nowak and Fraus Engineers 46777 Woodward Avenue Pontiac, MI 48342 Phone: (248) 332-7931 Contact: Pat Williams	DATE: 04 / 20 / 2020 SHEET 3 OF 3
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