

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

This agreement is made on _____ September 16, 2021, by _____ Oakley Properties, llc. _____
a Michigan _____ limited liability company, whose address
is 512 Madison Ave, Rochester, MI 48307 ("**Developer**")
and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive,
Rochester Hills, MI 48309.

RECITALS:

WHEREAS, _____ (**Developer**) _____ owns and occupies the property described in
attached **Exhibit A**; and

WHEREAS, _____ (**Developer**) _____ 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 _____ (**Developer**) _____, or _____ (**Developer's**)
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. _____ (**Developer**) _____ 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 (Developer) or (Developer's) successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify (Developer) or (Developer's) 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 Developer or (Developer's) 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 Oakley Properties, Ilc.:

Ryan Youngblood
512 Madison Avenue
Rochester, MI 48307

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.

Oakley Properties, llc

By: [Signature]

Print or type name: Ryan Youngblood

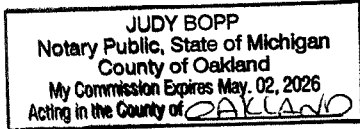
Title: ~~President~~ member

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on September 16, 2021
by Ryan Youngblood, who is the member
of Oakley Properties, LLC a Michigan limited
liability company, on behalf of the COMPANY



[Signature], notary public
OAKLAND County, Michigan
My commission expires: 05/02/2026

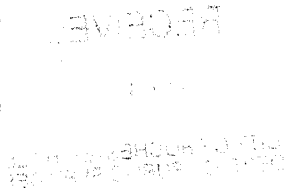
STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 2021,
by Bryan K. Barnett, Mayor, of the City of Rochester Hills, on behalf of the City.

Drafted By:
Ryan Youngblood
512 madison Ave.
Rochester, MI
48307

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 Staran
Approved 9/27/21

Exhibit A

LEGAL DESCRIPTION: FIRST AMERICAN TITLE INSURANCE COMPANY,
Commitment No. 920749, Dated January 27, 2021

Land in the City of Rochester Hills, Oakland County, MI, described as follows:

PARCEL 1

A part of the Northeast 1/4 of Section 2, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, more particularly described as: Beginning at the Northeast corner of said Section 2; thence South 03 degrees 38 minutes 54 seconds East, 1,360.20 feet along the East line of said Section 2; thence North 53 degrees 55 minutes 54 seconds West, 1489.74 feet; thence North 04 degrees 31 minutes 54 seconds West, 434.22 feet to the North line of said Section 2, said point being in Mead Road; thence North 87 degrees 38 minutes 06 seconds East, 508.61 feet along said line; thence South 04 degrees 31 minutes 54 seconds East, 244.76 feet; thence South 53 degrees 55 minutes 54 seconds East, 151.23 feet, thence North 36 degrees 04 minutes 06 seconds East, 100.91 feet; thence North 03 degrees 38 minutes 54 seconds West, 259.63 feet to the North line of said Section 2, said point being in Mead Road; thence North 87 degrees 38 minutes 06 seconds East, 460.12 feet along said line to the point of beginning.

PARCEL 2

Part of the Northeast 1/4 of the Northeast fractional 1/4, Section 2, Town 3 North, Range 11 East, described as beginning at the Northeast section corner, thence South 01 degrees 57 minutes 00 seconds East 1360.28 feet, thence North 52 degrees 14 minutes 00 seconds West 1687.16 feet, thence North 02 degrees 50 minutes 00 seconds West 311.42 feet, thence North 89 degrees 20 minutes 00 seconds East 1303.35 feet to beginning except that part described as beginning at the Northeast section corner, thence South 01 degrees 57 minutes 00 seconds East 1360.28 feet, thence North 52 degrees 14 minutes 00 seconds West 1487 feet, thence North 02 degrees 50 minutes 00 seconds West 425 feet, thence East to beginning.

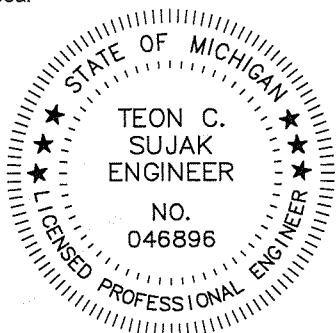
PROPERTY AS SURVEYED:

A part of the Northeast 1/4 of Section 2, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, more particularly described as: Beginning at the Northeast corner of said Section 2; thence South 03 degrees 38 minutes 54 seconds East, 1,360.20 feet along the East line of said Section 2; thence North 53 degrees 55 minutes 54 seconds West, 1687.16 feet; thence North 04 degrees 31 minutes 54 seconds West, 311.41 feet to the North line of said Section 2, said point being in Mead Road; thence North 87 degrees 38 minutes 06 seconds East, 658.62 feet along said line; thence South 04 degrees 31 minutes 54 seconds East, 244.76 feet; thence South 53 degrees 55 minutes 54 seconds East, 151.23 feet, thence North 36 degrees 04 minutes 06 seconds East, 100.91 feet; thence North 03 degrees 38 minutes 54 seconds West, 259.63 feet to the North line of said Section 2, said point being in Mead Road; thence North 87 degrees 38 minutes 06 seconds East, 460.12 feet along said line to the point of beginning. Parcel contains 23.7 Acres of land.

15-02-200-016

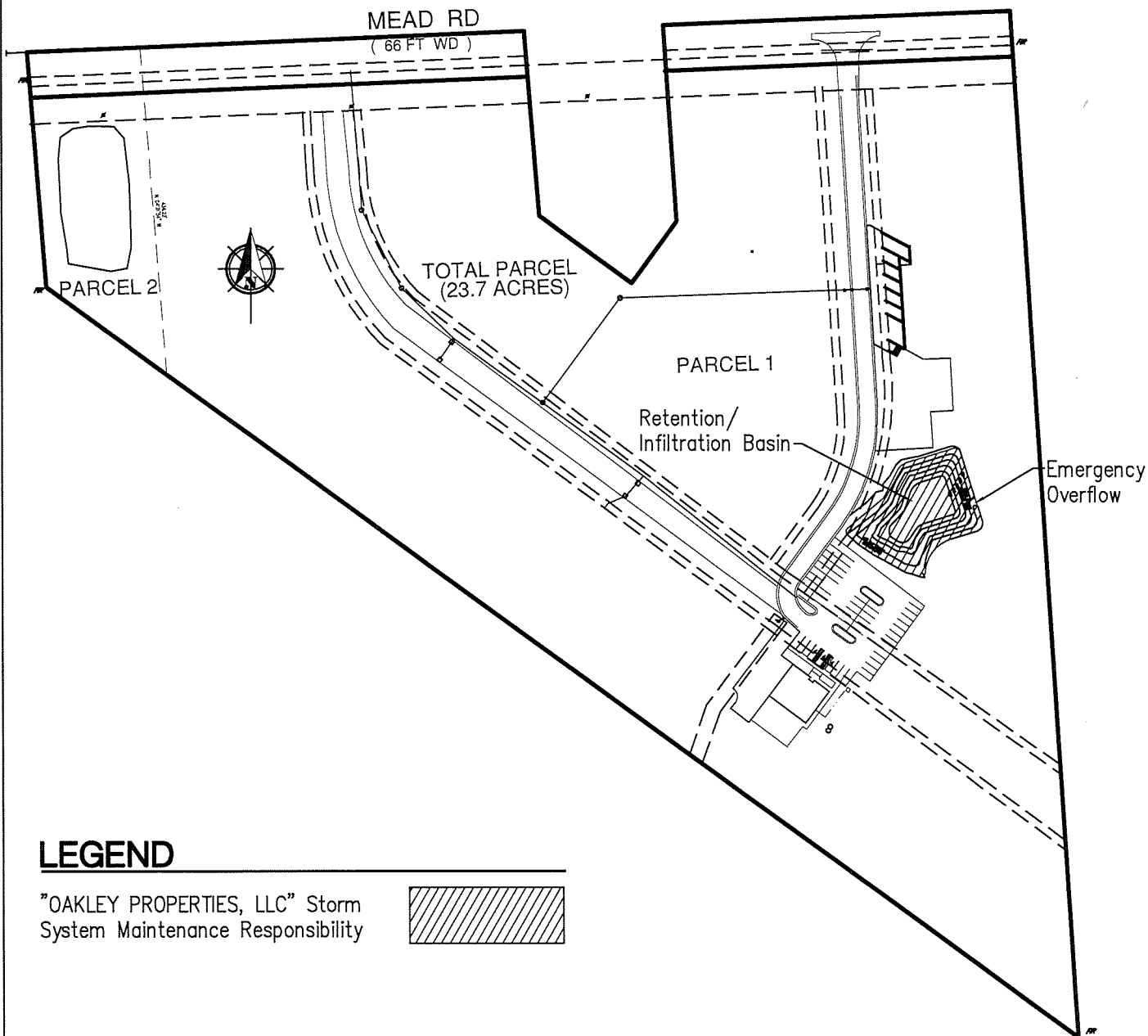
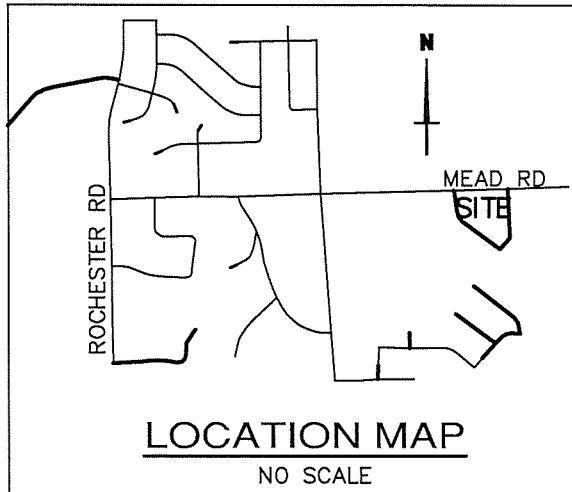
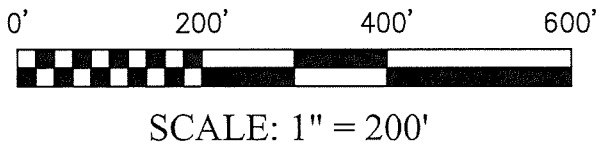
*Jenny M.
Approved 9/29/21*

Seal



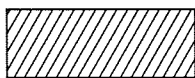
ISSUED FOR:	REV'D BY:
ISSUED FOR:	REV'D BY:
SE Sujak Engineering PLC	
CIVIL ENGINEERING § PLANNING § DESIGN 4031 Coolidge Highway Phone: (248) 885-8431 Troy, MI 48098 Fax: (248) 885-8432 Email: SujakEngineering@Comcast.net	
DRAWN BY TCS	JOB No. 21-008
DATE 9/23/2021	SHEET No. 1of3
SCALE None	DESCRIPTION Storm Water Maintenance Agreement Property Legal Description

Exhibit B



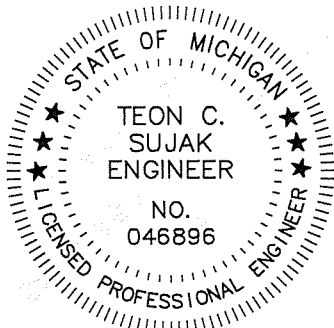
LEGEND

"OAKLEY PROPERTIES, LLC" Storm System Maintenance Responsibility



OK APS 9/27/21

Seal



ISSUED FOR:

REV'D BY:

ISSUED FOR:

REV'D BY:

SE

Sujak Engineering PLC

CIVIL ENGINEERING § PLANNING § DESIGN

4031 Coolidge Highway
Troy, MI 48098

Phone: (248) 885-8431
Fax: (248) 885-8432

Email: SujakEngineering@Comcast.net

DRAWN BY TCS JOB No. 21-008

DATE 9/23/2021 SHEET No. 2of3 SCALE 1"=200'

DESCRIPTION

Storm Water Maintenance Agreement
Physical Limits (Sketch)

Exhibit C

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 attached to the agreement and includes without limitation the Retention/Infiltration Pond and overflow 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 'Oakley Properties SWMS'.

B. Time Frame for Long-Term Maintenance Responsibility

Oakley Properties LLC is responsible for maintaining the Oakley Properties SWMS including complying with applicable requirements of the local or Oakland County soil erosion and sedimentation control program until the City of Rochester Hills releases the construction permit. Long-term maintenance responsibility for the Oakley Properties SWMS continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

Oakley Properties, 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 Oakley Properties SWMS if Oakley Properties fails to perform the required maintenance activities.

To ensure that the Oakley Properties SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit B), this plan (Exhibit C), and the maintenance agreement between the City of Rochester Hills and the property owner will be recorded with the Oakland County Register of Deeds.

D. Long-Term Maintenance Plan and Schedule

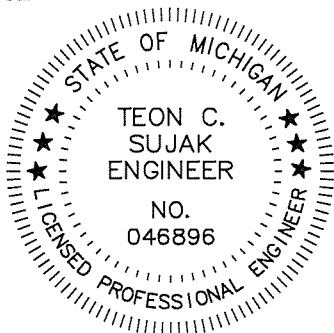
Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

Table 1:

Maintenance Activities	Emergency Overflow	Retention/Infiltration	Schedule
	Structure	Basin	
MONITORING & INSPECTIONS			
Inspect for Sediment Accumulation	X	X	Annually & After Major Events
Removal of Sediment Accumulation	X	X	As Required
Inspection for Floatables & Debris	X	X	Annually
Cleaning of Floatables & Debris	X	X	Annually
Inspect Storm Sewer During Wet Weather To verify proper operation	X	X	Annually
PREVENTATIVE MAINTANANCE			
Sweeping Parking Lots			Annually or As Required
Keep records of all inspections and maintenance activities and report to owner	X	X	Annually
REMEDIAL ACTIONS			
Structural Repairs	X	X	As Needed
Make Adjustments/Repairs to Verify Functionality	X	X	As Needed

*ok ARS
9/27/21*

Seal



ISSUED FOR:	REV'D BY:
ISSUED FOR:	REV'D BY:
Sujak Engineering PLC	
CIVIL ENGINEERING § PLANNING § DESIGN 4031 Coolidge Highway Phone: (248) 885-8431 Troy, MI 48098 Fax: (248) 885-8432 Email: SujakEngineering@Comcast.net	
DRAWN BY <u>TCS</u> JOB No. <u>21-008</u>	DESCRIPTION
DATE <u>9/23/2021</u> SHEET No. <u>3of3</u> SCALE <u>None</u>	Storm Water Maintenance Agreement Long Term Maintenance Schedule