

SANCTUARY IN THE HILLS EAST
STORM SEWER SYSTEM MAINTENANCE AGREEMENT

This Storm Sewer System Maintenance Agreement is made this 17th day of January, 2017 by and between the CITY OF ROCHESTER HILLS, a Michigan municipal corporation (the "City"), whose address is 1000 Rochester Hills, Drive, Rochester Hills, Michigan 49309-3033, and MacLEISH BUILDING, INC., a Michigan corporation ("Developer"), whose address is 650 E. Big Beaver Road, Suite F, Troy, Michigan 48083-1432.

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.
- B. Developer intends to develop the Property as a residential community to be known as Sanctuary in the Hills East, a condominium residential development (hereinafter known as the "Development").
- C. The Development will alter the natural flow or 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 fully delineated 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 as it 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 basins 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 Sanctuary in the Hills East. Control and jurisdiction over the Storm Sewer System shall be vested in the Sanctuary in the Hills East Homeowners Association (herein referred to as "Association"). The Association is organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan. The Association was incorporated on November 30, 2016. Membership in the Association shall be mandatory for

all 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.

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 for Sanctuary in the Hills East. Each Association member shall be entitled to vote in accordance with the Master Deed for Sanctuary in the Hills East.

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 structure, 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. Therefore, 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 Storm 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 collectible 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 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 Sanctuary in the Hills East. 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 makes 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 such other addresses as such party may notify the other parties in writing:

To the Developer: MacLeish Building, Inc.
650 E. Big Beaver Rd., Ste. F
Troy, MI 48083-1432

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

To the Association: Sanctuary in the Hills Homeowners Association
650 E. Big Beaver Rd., Ste. F
Troy, MI 48083-1432

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.

(Signatures and Acknowledgements on Following Page)

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

MACLEISH BUILDING, INC.

By: *[Signature]*
Daniel D. MacLeish, President

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 17th day of JANUARY, 2017, by Daniel D. MacLeish, who is the President of MacLeish Building, Inc. a Michigan corporation, on behalf of and by authority of the Corporation.

CHRISTINE M. LALKA
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Aug 10, 2023
ACTING IN COUNTY OF OAKLAND

Christine M. Lalka
_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in the County of Oakland

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in the County of _____

Drafted by:
Daniel MacLeish
MacLeish Building, Inc.
650 E. Big Beaver, Ste. #F
Troy, MI 48083-1432

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

John Staran
Approved 1/25/17

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The land which comprises the Condominium Project is described as follows:

Lots 82, 83, the North 86.25 feet of Lot 84, Part of Lot 92, Part of Lot 93, Lots 94-98, Part of Lot 99 and Part of vacated Grant Road (60 feet wide) adjacent to Lots 82, 83, 94, 95 and adjacent to the North 86.25 feet of Lots 84 and 93, also vacated Dayton Rd. (30 feet wide) adjacent to Lots 96-98 and Part of Lot 99 of "South Boulevard Gardens" according to the plat thereof recorded in Liber 5 of Plats, Page 45, Oakland County Records, described as:

Beginning at Northeast corner of Lot 82;

thence S00°24'02"E 352.79 feet;

thence S89°40'14"W 293.11 feet;

thence S00°24'02"E 112.95 feet;

thence S89°40'14"W 207.95 feet;

thence N03°21'02"W 452.14 feet;

thence N88°06'58"E 524.50 feet to the Point of Beginning.

Containing 202,108 s.f., or 4.63 ac.

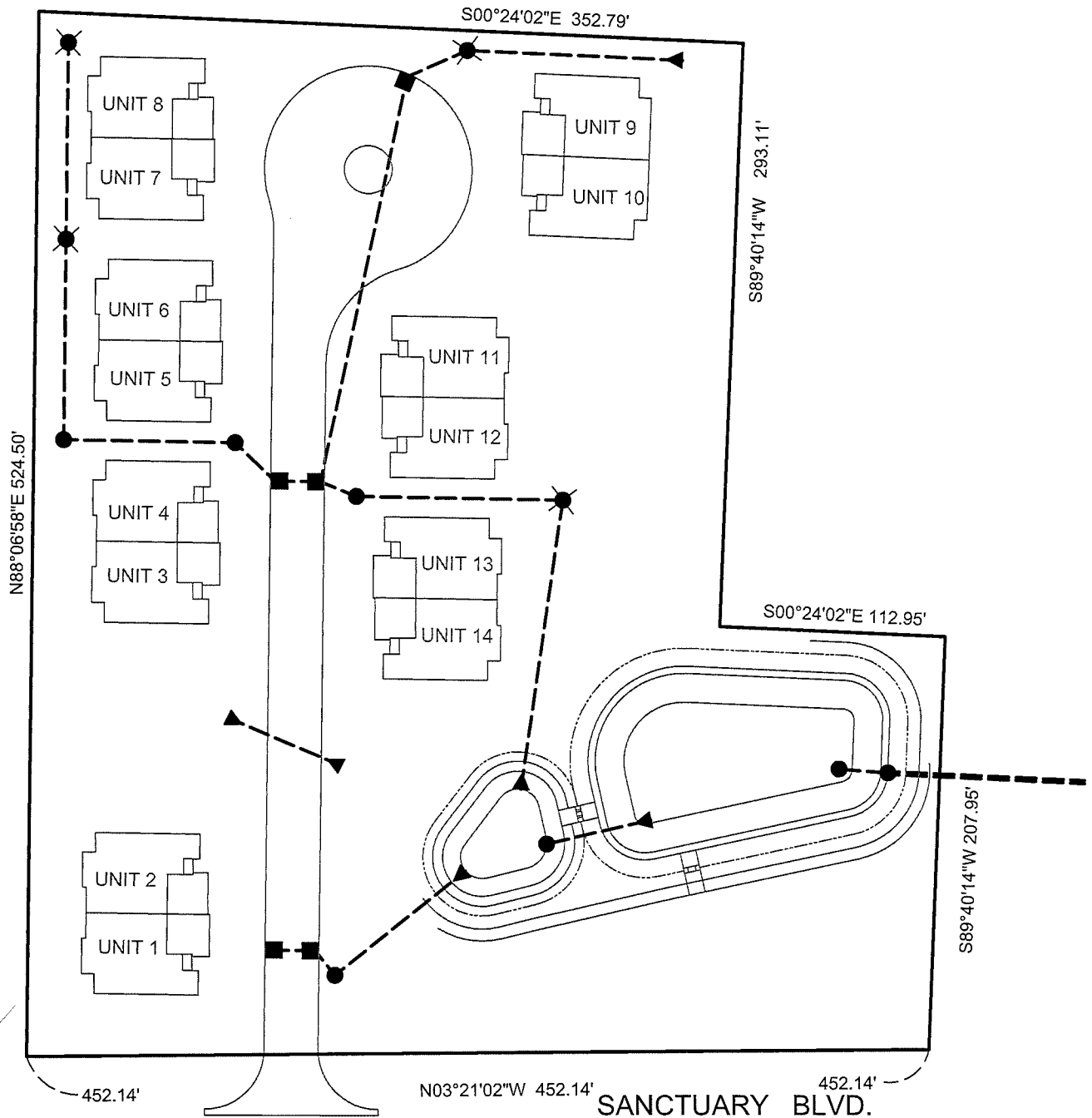
Mike Taunt
Approved 1/26/17

EXHIBIT B

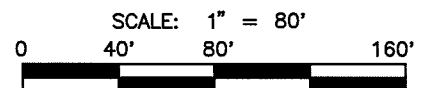
APPROVED PLAN

(See Attached)

EXHIBIT B STORM WATER MAINTENANCE SKETCH



*Mike Taunt
Approved 2/16/17*



Fenn & Associates, Inc. Land Surveying and Civil Engineering
 14933 Commercial Drive, Shelby Township, MI 48315
 Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

SANCTUARY IN THE HILLS EAST
 PART OF THE S.E. 1/4 OF SECTION 32, T3N, R11E,
 CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

CLIENT: MACLEISH BUILDING
 02/06/2017 SCALE 1" = 80'
 IB CHECK JSR, PE
 C15-011.30X SHEET 1 OF 1

EXHIBIT C

OPERATIONS AND MAINTENANCE MANUAL

**SANCTUARY IN THE HILLS EAST
STORM SEWER SYSTEM MAINTENANCE PLAN
ROCHESTER HILLS, MI**

DEVELOPER:

**MacLeish Building, Inc.
650 E. Big Beaver Rd., Ste. F
Troy, MI 48083-1432**

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all storm-water management systems including the sedimentation and detention basins, and underground storm sewer system, as incorporated into and detailed on the approved Site Plans. In order to comply with the local best management practices (BMP) and requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMPs.

DEVELOPER:

MacLeish Building, Inc.
650 E. Big Beaver Rd., Ste. #F
Troy, MI 48083-1432

PROPERTY INFORMATION:

The Operations and Maintenance Manual covers the storm water systems located at the property described in Exhibit A to the Sanctuary in the Hills East Storm Sewer System Maintenance Agreement, dated _____, 2017.

STORM WATER MAINTENANCE EXHIBIT:

Exhibit B of the Storm Sewer System Maintenance Agreement is the construction drawings of Sanctuary in the Hills East, which sets forth the Storm Water System Plan and provides a clear presentation of all components of the storm sewer system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm sewer pipes
- Storm sewer structures (manholes, inlets, catch basins, etc.)
- Sedimentation Basin
- Detention Basin

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum, if no events warrant additional inspections. The frequency of inspections should be fine-tuned over time as system specific conditions are better known and the rate at which certain maintenance operations need to be performed is better understood. Maintenance Inspection Checklists are provided for each of the BMPs in this system. Inspections should be performed by personnel responsible for maintenance and may need to be certified for confined space entry, depending on the component being inspected. Operation of the detention basin, sediment basins, and outlet control structures may need to be inspected by a practicing civil engineer familiar with their operation.

Results of all routine inspections and any work performed on the system for maintenance, repair or replacement should be maintained by the owner and kept for a minimum of ten (10) years. A copy of all records should be provided to the City of Rochester Hills Engineering Division. The records should include this manual, all inspection sheets; approved construction plans and as-built documents, a maintenance log of work performed to the system(s) and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

STORM WATER SYSTEMS MAINTENANCE:

Regular inspection and maintenance of BMPs are necessary if these facilities are to consistently perform up to the expectations. Storm water systems are expected to perform quality and quantity control functions as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

- Increased pollutants to surrounding surface water features
- Potential loss of life or property resulting from catastrophic failure of the facility
- Aesthetic or nuisance conditions such as mosquitoes or reduced property values due to a degraded facility appearance.

Most of these impacts can be avoided through proper and timely inspection and maintenance. A major concern associated with these impacts is the general public's expectations related to the quality of life provided, in part, by construction of these systems. Inadequate maintenance means the general public may have a false sense of security. The most common cause of storm-water system failure is the lack of adequate and proper operation, inspection, maintenance and management.

Good design and construction can reduce subsequent maintenance needs and cost, but they cannot eliminate the need for maintenance altogether. Maintenance requires a long term commitment of time, money, personnel and equipment. Monitoring the overall performance of the storm-water management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property in perpetuity. If maintenance of the system is not performed, the City of Rochester Hills reserves the right to enter the property and perform all necessary work at the property owners' cost. Refer to the Storm Sewer System Maintenance Agreement, dated _____, 2017 for additional details.

GENERAL MAINTENANCE ITEMS:

Trash and Debris Removal:

Removal of trash and debris from all areas of the property should be performed monthly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the storm-water management systems. Sediment, debris and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling center.

STORM WATER SYSTEM MAINTENANCE ITEMS:

The following narratives give an overview of the maintenance requirements of the different components of the storm-water system. The inspection checklists attached to this report offer a more complete listing of what should be inspected, when inspection should occur and the likely frequency of maintenance activities.

Storm Sewer and Structures:

Catch basins, inlets, manholes and sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation, etc. The structures and sewers should also be observed during a wet weather event to ensure their proper operation. Accumulated sediment and debris should be removed on an annual basis or as needed based on observed conditions. Structural repairs or maintenance should occur as needed based on observed conditions such as cracks, spalling, joint failure, leakage, misalignment or settlement of structures. A civil engineer should be retained if problems are thought to exist.

Detention Basin Outlet Control Structure and Overflow Structure:

Both the outlet control and overflow structures and connecting pipes should be inspected for sediment accumulation, floatable debris trash and any other foreign matter that may impede flow or restrict the devices from working properly. The stone jacket surrounding the outlet control structure should be inspected for sediment build up, and the holes at the base of the outlet control structure should be inspected to make sure they do not become blocked. The grates of the two structures should be inspected for structural integrity and buildup of debris. The outlet control system should be inspected during a wet weather event to ensure all components are functioning properly. A civil engineer should be retained if problems are thought to exist.

Maintenance will include the removal of any debris, trash or sediment from the structures and/or pipe, cleaning of the stone jacket on the outlet control structure and removal of debris from the structure grates. The stone jacket may need replacement if cleaning does not adequately remove sediment build-up.

Detention Basin and Sedimentation Basin:

The inlet pipes to the basins should be inspected for structural integrity (pipes cracked, broken, spalled) and that the grates are free from debris. The area around and immediately downstream of the inlet pipes should be inspected for sediment buildup, erosion and the rip-rap should be inspected for integrity and sedimentation. Maintenance of the inlet pipes would include removal of any sediment buildup and debris repair or replacement of any components that are in need of attention and to restore any areas that have eroded.

The basins should be inspected for healthy grass growth, side slope erosion and excessive sedimentation in both basins. The rip-rap spillway between the basins should be inspected for sedimentation erosion and overall integrity. The sedimentation basin should trap sediment when working as designed and as such will need regular inspection and removal of sediment once the total sediment depth is 6"-12" or if sedimentation re-suspension is observed during a rain event. The basins should be inspected during a wet weather event to ensure all aspects of the basin are functioning correctly. A civil engineer should be retained if problems are thought to exist or if the inspection personnel are not familiar with the operating conditions of the basins.

The planned vegetation within the basins should conform to that shown on the construction plans, and any invasive species should be removed. The vegetation should be inspected for healthy growth by a landscape architect if the inspection personnel are not familiar with the specific plantings inside the basins.

Any resident complaints regarding the basins' aesthetics or operation should be investigated during inspections and wet weather operations.

The following pages include inspection checklists for various components listed above.

STORMWATER SEWER SYSTEM

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORM WATER SEWER SYSTEM MAINTENANCE AND TASKS SCHEDULE - POST CONSTRUCTION

SYSTEM COMPONENTS

Maintenance Activities Monitoring/Inspection	Catch Basins Inlets and Manholes	Storm Sewer Pipes	Rip Rap	Buffer Strip	Frequency	Comments
Inspect for Sediment Accumulation	X	X			Annually	
Inspect for Floatables, dead vegetation and debris	X	X		X	Annually and after major rainfall	
Inspect for erosion			X	X	Annually	
Inspect all components during wet weather and compare to as-built plans	X	X			Annually	
Inspect inside of structures and pipes for cracks, spalding, joint failure, settlement, sagging and misalignment	X	X			Annually	
PREVENTIVE MAINTENANCE						
Remove accumulated sediment	X	X			Annually or as needed	
Remove Floatables, dead vegetation and debris	X	X		X	Annually or as needed	
REMEDIAL ACTIONS						
Repair/stabilize areas of erosion			X	X	As needed	
Structural Repairs	X	X			As needed	
Make adjustments to ensure proper functioning	X	X	X		As needed	

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES AND MAINTENANCE MUST BE COMPLETED BY: _____

OUTLET CONTROL AND OVERFLOW STRUCTURES

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORM WATER SEWER SYSTEM MAINTENANCE AND TASKS SCHEDULE - POST CONSTRUCTION

SYSTEM COMPONENTS

Maintenance Activities Monitoring/Inspection	Structures	Outlet Pipes	Rip Rap	Grates	Frequency	Comments
Inspect for Sediment Accumulation	X	X	X		Annually	
Inspect for Floatables, dead vegetation and debris	X	X	X	X	Annually and after major rainfall	
Inspect for erosion			X		Annually	
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	Annually	
Inspect inside of structures and pipes for cracks, spalding, joint failure, settlement, sagging and misalignment	X	X			Annually	
PREVENTIVE MAINTENANCE						
Remove accumulated sediment	X	X	X		Annually or as needed	
Remove Floatables, dead vegetation and debris	X	X	X	X	Annually or as needed	
Replace or wash/clean stone filter jacket	X				As needed	
REMEDIAL ACTIONS						
Repair/stabilize areas of erosion			X		As needed	
Structural Repairs	X	X			As needed	
Make adjustments to ensure proper functioning	X	X	X	X	As needed	

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES AND MAINTENANCE MUST BE COMPLETED BY: _____

SEDIMENTATION AND DETENTION BASINS

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORM WATER SEWER SYSTEM MAINTENANCE AND TASKS SCHEDULE - POST CONSTRUCTION

SYSTEM COMPONENTS

Maintenance Activities Monitoring/Inspection	Rip Rap at inlets	Overflow Spillway	Sideslopes & Banks	Buffer Strip	Basins	Frequency	Comments
Inspect for Sediment Accumulation	X	X			X	Annually	
Inspect for Floatables, dead vegetation and debris	X	X	X	X	X	Annually and after major rainfall	
Inspect for erosion	X	X	X	X	X	Annually	
Inspect all components during wet weather and compare to as-built plans	X	X				Annually	
Inspect for invasive plant species			X	X	X	Annually	
PREVENTIVE MAINTENANCE							
Remove accumulated sediment	X	X			X	Annually or as needed	
Remove Floatables, dead vegetation and debris	X	X	X	X	X	Annually or as needed	
Professional application of herbicide for invasive species that may be present			X	X	X	Annually or as needed	
Repair Erosion and/or reseed bare areas	X	X	X	X	X	Annually or as needed	
REMEDIAL ACTIONS							
Repair/stabilize areas of erosion	X	X	X	X	X	As needed	
Structural Repairs	X	X				As needed	
Make adjustments to ensure proper functioning	X	X			X	As needed	
Excavate and reshape Sed. Basin after major sediment removal (once sediment accumulates to 5"-12" or re-suspension of sediment is observed)*					X	As needed	

*A civil engineer should be retained to observe basin operation

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES AND MAINTENANCE MUST BE COMPLETED BY: _____