

**AGREEMENT FOR MAINTENANCE OF  
STORM WATER SYSTEM**

This agreement is made on December 10<sup>th</sup>, 2013 by **CP VENTURES LIMITED PARTNERSHIP**, whose address is 12955 23 Mile Road Shelby Township, MI 48315; and the **CITY OF ROCHESTER HILLS** (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

**RECITALS:**

**WHEREAS**, CP VENTURES LIMITED PARTNERSHIP owns and occupies the property described in attached Exhibit A; and

**WHEREAS**, the development of the property described in Exhibit A encloses the natural flow of surface water and storm water drainage; and

**WHEREAS**, CP VENTURES LIMITED PARTNERSHIP has installed a storm sewer system (the "System") to convey and pre-treat upstream and onsite storm water to the Winkler Mill Pond, and the City wishes to insure flow and the storm water system is maintained as described and depicted on the storm water system plan in Exhibit A; 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 shall be used solely for the purpose of pre-treating and conveying storm and surface water on and through the property until such time as: (i) the City may determine and advise CP VENTURES LIMITED PARTNERSHIP, or successors, grantees or assigns, in writing that it is no longer necessary to use storm water system to pre-treat and convey storm or surface water; and (ii) an adequate alternative for pre-treating, 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. CP VENTURES LIMITED PARTNERSHIP shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof.

B. Proper maintenance of the System shall include, but not limited to: (i) keeping the system free from silt and debris, (ii) keeping the pipe free of obstructions; (iii) controlling the effects of erosion; (iv) and any other maintenance that is reasonable and necessary in order to facilitate or accomplish the intended function and purpose of the System.

*John Staraw Approved 12/13/13*

3. **Action by City:** In the event CP VENTURES LIMITED PARTNERSHIP or successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify CP VENTURES LIMITED PARTNERSHIP or 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 CP VENTURES LIMITED PARTNERSHIP or 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 CP VENTURES LIMITED PARTNERSHIP: 12955 23 Mile Road  
Shelby Township, MI 48315

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.

C.P VENTURES LP

By:   
Name: Chris Peyerk  
Title: Member/Manager

CITY OF ROCHESTER HILLS

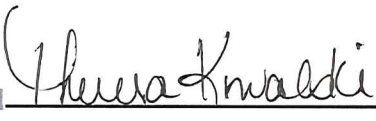
By: \_\_\_\_\_  
Bryan K. Barnett, Mayor

By: \_\_\_\_\_  
Tina Barton, City Clerk

STATE OF MICHIGAN  
COUNTY OF Macomb

This agreement was acknowledged before me on December 10th, 2013,  
By Chris Peyerk, who is the Member/ Manager of C.P Ventures LP a limited partnership, on behalf of the partnership.

THERESA KOWALSKI  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission expires Jan. 6, 2014  
Acting in the County of Macomb

, notary public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF OAKLAND

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

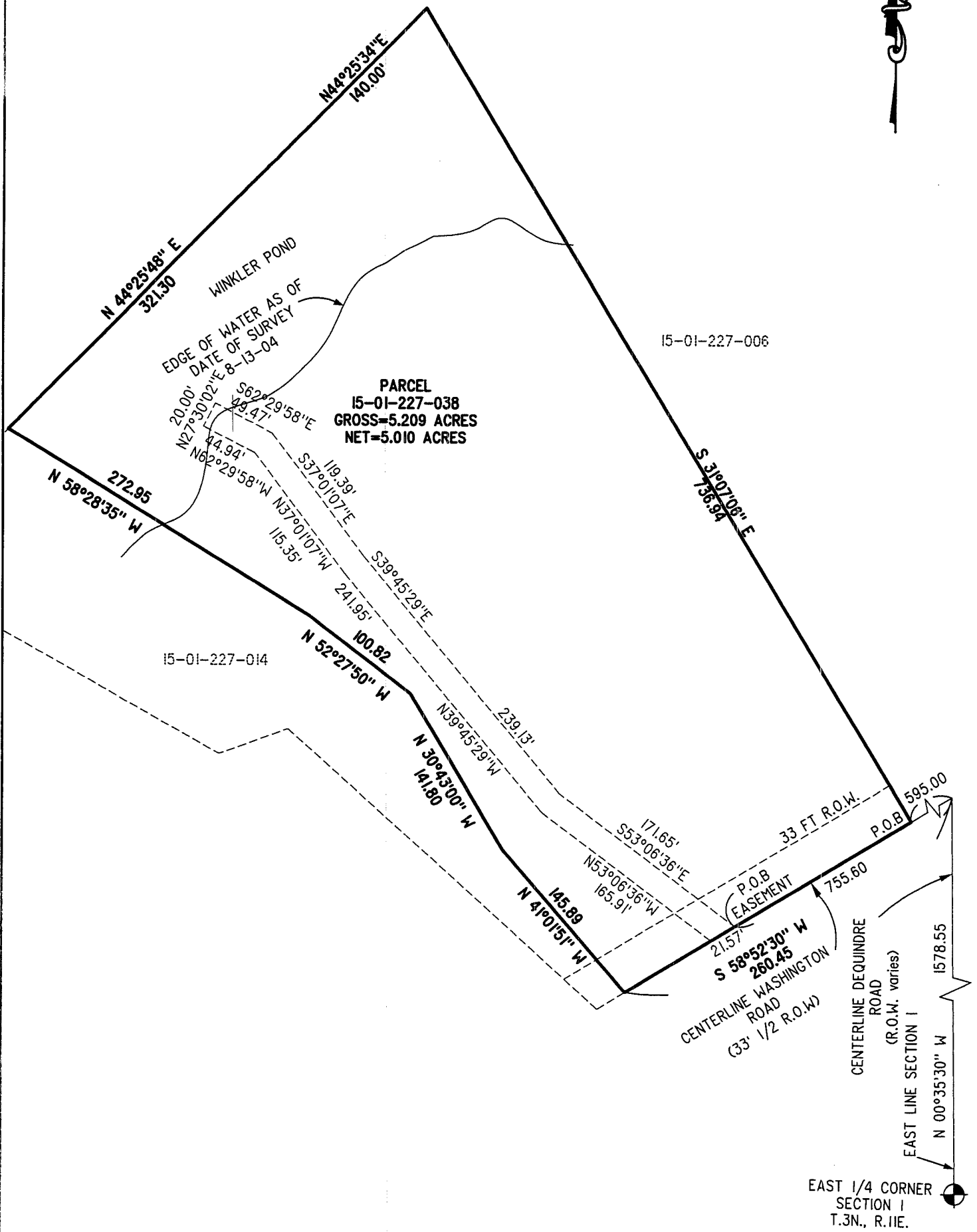
Drafted By:  
Chris Cousino  
CP Ventures LP  
12955 23 Mile Rd  
Shelby Twp., MI 48315

\_\_\_\_\_, 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

# EXHIBIT A

## STORM SEWER EASEMENT



Mike Taunt  
Approved 12/16/13

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M-13-0323  
SHEET 1 OF 2

CLIENT: DEI PROPERTIES  
51237 DANVIEW TECHNOLOGY CT.  
SHELBY TWP., MI 48215  
PROJECT: WASHINGTON RESIDENCE  
DATE: 11-13-13 (RSH)

**COMMUNITY E.S., INC.**  
Formerly MCS ASSOCIATES, INC.  
6303 26 MILE ROAD, SUITE 110  
WASHINGTON TWP., MICHIGAN 48094  
TELEPHONE (586) 677-4081 FAX (586) 677-4084

# EXHIBIT A

## STORM SEWER EASEMENT

### LEGAL DESCRIPTION: TOTAL PARCEL 15-01-227-038

Part of the NE 1/4 of Section 1, T.3N., R.11E., Rochester Hills, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N00°35'30"W 1578.55 feet along the East line of Section 1 and centerline of Dequindre Road (R.O.W. Varies) to the centerline of Washington Road (33' 1/2 R.O.W.) and S58°52'30"W 595.00 feet along said centerline of Washington Road (33' 1/2 R.O.W.) from the East 1/4 Corner of Section 1; thence continuing S58°52'30"W 260.45 feet along the centerline of Washington Road (R.O.W. Varies); thence N41°01'51"W 145.89 feet; thence N30°43'00"W 141.80 feet; thence N52°27'50"W 100.82 feet; thence N58°28'35"W 272.95 feet; thence N44°25'48"E 321.30 feet; thence N44°25'34"E 140.00 feet; thence S31°07'06"E 736.94 feet to the centerline of Washington Road (33' 1/2 R.O.W.) also being the Point of Beginning.  
Containing 226,896 square feet --- 5.209 acres (Gross)  
Containing 218,207 square feet --- 5.010 acres (Net), more or less.

Subject to the correlative rights of the riparian owners and the public trust in the waters of Winkler Pond.

Subject to the rights of the public and of any governmental unit in any part of land taken thereof, used or deeded for street, road or highway purposes.

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M-11-0286  
SHEET 2 OF 2

CLIENT: DEI PROPERTIES  
51237 DANVIEW TECHNOLOGY CT.  
SHELBY TWP., MI 48215  
PROJECT: WASHINGTON RESIDENCE  
DATE: 11-13-13 (RSH)

**COMMUNITY E.S., INC.**  
Formerly MCS ASSOCIATES, INC.  
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