

NOTTINGHAM WOODS
STORM SEWER SYSTEM MAINTENANCE AGREEMENT

THIS STORM SEWER SYSTEM MAINTENANCE AGREEMENT is made this 17th day of May, 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 Manchester Hamlin, LLC, a Michigan limited liability company (“Developer”), whose address is 45111 Market Street, Shelby Township, Michigan 48315.

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 Nottingham Woods, a single-family residential development (hereinafter known as the “Development”).

C. The Development will alter the natural flow of the 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 “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 and the Development to this Agreement so this Agreement is intended to run 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 Nottingham Woods** Control and jurisdiction over the Storm Sewer System shall be vested in the Nottingham Woods Condominium Association (hereinafter 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 June 29, 2017. 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 of no less than three (3) members and no more than five (5).

The Association members shall each bear their prorated 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's owner's percentage of value as set forth in the Master Deed for Nottingham Woods.

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 the Storm Sewer System The Association shall be responsible for the proper maintenance, repair and replacement of the Storm Sewer System and all parts thereof as detailed in the Maintenance Plan attached hereto as Exhibit C (the "Maintenance Plan"). Proper maintenance of the Storm Sewer System shall include, but not limited to, (i) keeping the bottom of the detention basin and at 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 sewers 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 contribute the proper operation of the Storm Sewer System. In no event shall the detention basin areas be utilized for any purpose other than detention of the 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 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 Storm Water System and undertake appropriate corrective action.

5. **Charges** The cost of any maintenance by the City, plus 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 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 prorated share of the total costs of maintaining the Storm Sewer System, which prorated 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 Nottingham Woods. 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 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: Manchester Hamlin, LLC
45111 Market Street
Shelby Township, MI 48315

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

To the Association: Manchester Hamlin, LLC
45111 Market Street
Shelby Township, MI 48315

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 the Following Page]

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

MANCHESTER HAMLIN, LLC

By: Jim George
Print or type name: Jim George

Title: Member

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, Clerk

STATE OF MICHIGAN
COUNTY OF _____

The foregoing instrument was acknowledged before me this 17th day of May, 2017, by JAMES GEORGE, who is the Member of MANCHESTER HAMLIN, LLC, a Michigan limited liability company, on behalf of and by authority of the Company.

PATRICIA A BECHER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires April 30, 2023

Patricia A Becher
_____, Notary Public
Macomb County, Michigan
My commission expires: 4/30/2023
Acting in the County of Macomb

STATE OF MICHIGAN
COUNTY OF _____

The foregoing instrument acknowledged before me this _____ day of _____, 20____, 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:
Dave Hanna - Giffels Webster
6303 26 Mile Road, Suite 100
Washington, MI 48094

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

John Staran
Approved 7/27/17

EXHIBIT A

DESCRIPTION OF THE PROPERTY

TAX ID NO. 15-22-376-039

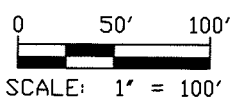
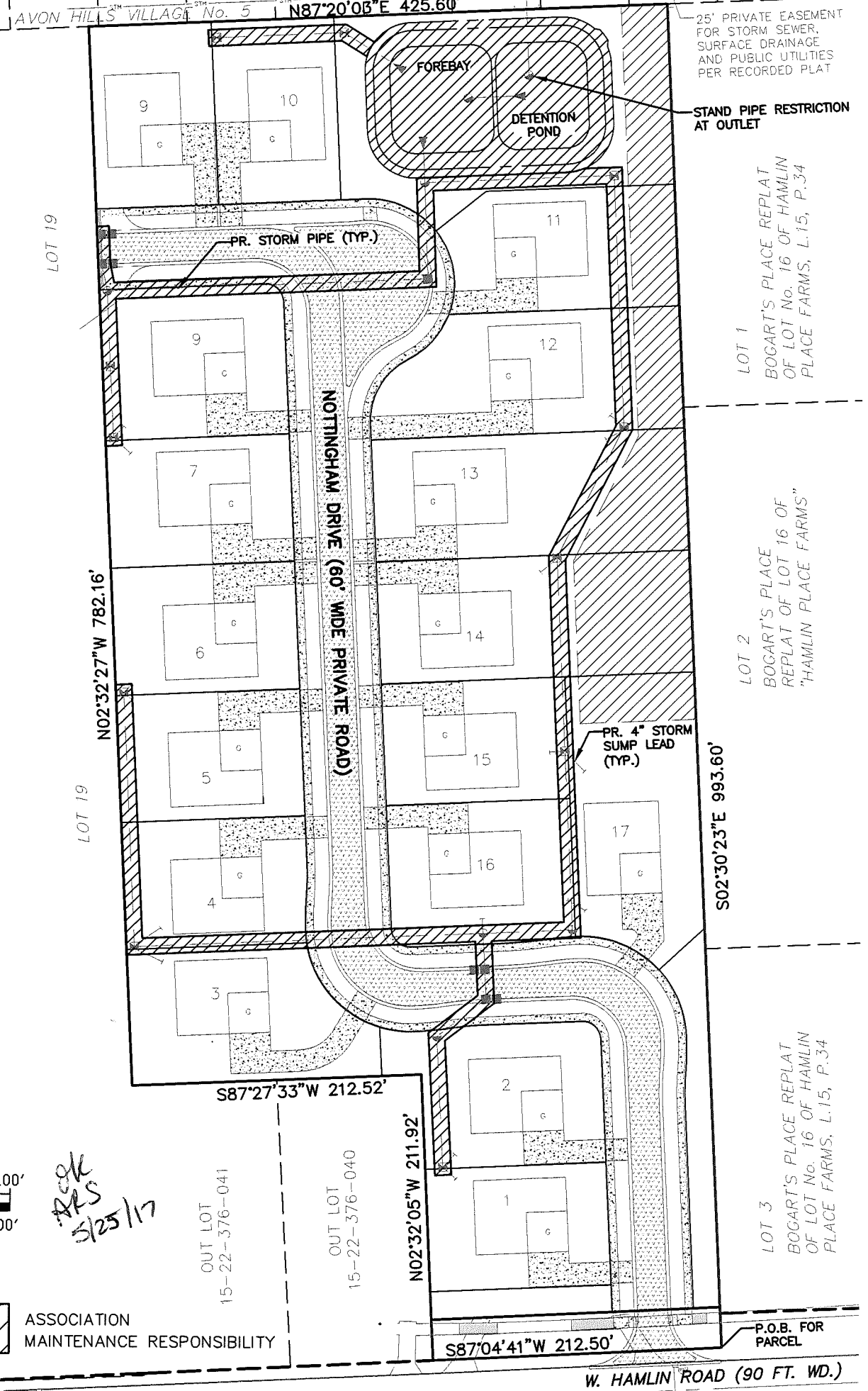
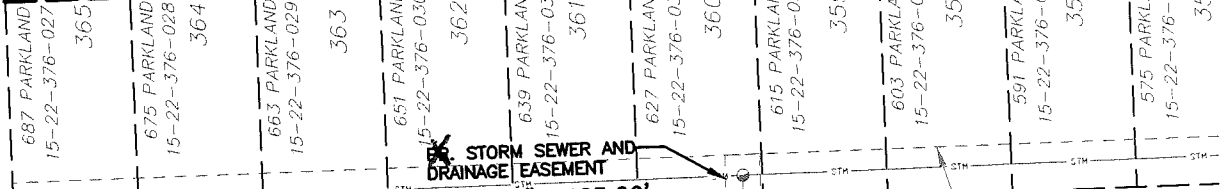
LOT 17 AND PART OF LOT 18 OF HAMLIN PLACE FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 15 OF PLATS PAGE 34, OAKLAND COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 22, TOWN 3, NORTH, RANGE 11 EAST, AVON TOWNSHIP (NOW CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN, SOUTH 87 DEGREES 04 MINUTES 41 SECONDS WEST, 287.51 FEET ALONG THE SOUTH LINE OF SECTION 22; THENCE NORTH 02 DEGREES 30 MINUTES 23 SECONDS WEST, 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 17, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 04 MINUTES 41 SECONDS WEST, 212.50 FEET ALONG THE NORTH RIGHT OF WAY LINE OF HAMLIN ROAD (VARIABLE WIDTH) TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 02 DEGREES 32 MINUTES 05 SECONDS WEST, 211.92 FEET ALONG THE WEST LINE OF LOT 17 SAID LINE ALSO BEING THE EAST LINE OF LOT 18; THENCE SOUTH 87 DEGREES 27 MINUTES 33 SECONDS WEST, 212.52 FEET TO A POINT ON THE WEST LINE OF LOT 18; THENCE NORTH 02 DEGREES 32 MINUTES 27 SECONDS WEST, 782.16 FEET ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF "AVON HILLS VILLAGE SUBDIVISION NO.5, AS RECORDED IN LIBER 195 OF PLATS, PAGE 11, OAKLAND COUNTY RECORDS; THENCE NORTH 87 DEGREES 20 MINUTES 03 SECONDS EAST, 425.60 FEET ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF LOT 1 OF "BOGART'S PLACE REPLAT OF LOT 16 OF HAMLIN PLACE FARMS" AS RECORDED IN LIBER 123 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 17; THENCE SOUTH 02 DEGREES 30 MINUTES 23 SECONDS EAST, 993.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.673 ACRES.

Mike Taunt
Approved 5/31/17

EXHIBIT
B

PARKLAND DRIVE (60 FT. WD.)



*ASK
ARS
5/25/17*

LEGEND

 ASSOCIATION MAINTENANCE RESPONSIBILITY

EXHIBIT "B"

STORM WATER MAINTENANCE EXHIBIT

giffels webster
6303 26 Mile Road
Suite 100
Washington Twp, MI 48094
p (586) 781-8950
f (313) 962-5068
www.giffelswebster.com
Engineers Surveyors Planners
Landscape Architects

Executive: M.K.
Manager: D.R.
Designer: D.H.
Quality Control: M.K.
Section:

Developed For:
SUNSET HOMES, LLC
45489 MARKET STREET
MACOMB, MI 48315
P: (248) 650-6206
F: (248) 650-6274

DATE:	ISSUE:
5-12-17	ISSUED FOR CITY APPROVAL

Date:	05.12.2017
Scale:	1"=100'
Sheet:	1 OF 1
Project:	18701.00

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EXHIBIT “C”

OPERATIONS AND MAINTENANCE MANUAL

Nottingham Woods
Storm Sewer System Maintenance Plan
Rochester Hills, MI

Developer:
Manchester Hamlin, LLC
45111 Market Street
Shelby Township, MI 48315

Date: May 12, 2017

Operations 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 BMP's.

Developer:

Manchester Hamlin, LLC
45111 Market Street
Shelby Township, MI 48315

Property Information:

The Operations and Maintenance Manual covers the storm water systems located at the property in Exhibit "A" to the Nottingham Woods Storm Sewer Maintenance Agreement, dated May 12, 2017.

Storm Water Maintenance Exhibit:

Exhibit "B" of the Storm Sewer System Maintenance Agreement is the construction drawings of Nottingham Woods, 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 operations and maintenance detailed in this manual. The system includes:

- Storm sewer pipes (including building leads).
- Storm sewer structures (manholes, inlets, catch basins, culvert end sections, ect.).
- 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 BMP's 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 basin, and outlet control structures may need to be inspected by a practicing civil engineer familiar with their operation.

Records 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 the following:

- This manual.
- All inspection sheets.
- Approved construction plans and as-built documents.
- A maintenance log of work performed to the system(s).
- 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 BMP's are necessary if these facilities are to consistently perform up to 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 costs, 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 May 12, 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 centers.

Storm Water Maintenance Items:

The following narratives given 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 build-up 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 build-up, erosion, and the riprap should be inspected for integrity and sedimentation. Maintenance of the inlet pipes would include removal of any sediment build-up and debris, repair or replacement of any components that are in need of attention and to restore any area that have eroded.

The basins should be inspected for healthy grass growth, side slope erosion, and excessive sedimentation in both basins. The riprap 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 sediment re-suspension is observed during a rain event. The basins should be inspected during a wet weather event to ensure all aspects of the basins 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 planted 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 the various components listed above.

Date/Time of Inspection: _____

Inspector: _____

Maintenance Activities	Catch Basins, Inlets, and Manholes	Storm Sewer Pipes	Riprap	Buffer Strip	Frequency	Comments
1. Monitoring / Inspection						
A. Inspect for sediment accumulation					Annually	
B. Inspect for Floatables, dead vegetation and debris					Annually, and after major rainfall	
C. Inspect for erosion					Annually	
D. Inspect all components during wet weather and compare to as-built plans					Annually	
E. Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging, and misalignment					Annually	
2. Preventative Maintenance						
A. Remove accumulated sediment					Annually, or as needed	
B. Remove floatables, dead vegetation and debris					Annually, or as needed	
3. Remedial Actions						
A. Repair/stabilize areas of erosion					As needed	
B. Structural repairs					As needed	
C. Make adjustments/repairs to ensure proper functioning					As needed	

Summary

Inspector's Remarks: _____

Overall Condition of Facility: _____

Recommended Actions Needed: _____

Dates any Maintenance Must be Completed by: _____

Date/Time of Inspection: _____

Inspector: _____

Maintenance Activities	Structures	Outlet Pipes	Riprap	Grates	Frequency	Comments
1. Monitoring / Inspection						
A. Inspect for sediment accumulation					Annually	
B. Inspect for Floatables, dead vegetation and debris					Annually, and after major rainfall	
C. Inspect for erosion					Annually	
D. Inspect all components during wet weather and compare to as-built plans					Annually	
E. Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging, and misalignment					Annually	

2. Preventative Maintenance

A. Remove accumulated sediment					Annually, or as needed	
B. Remove floatables, dead vegetation and debris					Annually, or as needed	
C. Replace or wash/clean stone filter jacket					As needed	

3. Remedial Actions

A. Repair/stabilize areas of erosion					As needed	
B. Structural repairs					As needed	
C. Make adjustments/repairs to ensure proper functioning					As needed	

Summary

Inspector's Remarks: _____

Overall Condition of Facility: _____

Recommended Actions Needed: _____

Dates any Maintenance Must be Completed by: _____

Date/Time of Inspection: _____

Inspector: _____

Maintenance Activities	Riprap at Inlets	Overflow Spillway	Sideslopes and Banks	Buffer Strip	Basins	Frequency	Comments
1. Monitoring / Inspection							
A. Inspect for sediment accumulation						Annually	
B. Inspect for Floatables, dead vegetation and debris						Annually, and after major rainfall	
C. Inspect for erosion						Annually, and after major rainfall	
D. Inspect all components during wet weather and compare to as-built plans						Annually	
E. Inspect for invasion plant species						Annually	

2. Preventative Maintenance							
A. Remove accumulated sediment						Annually, or as needed	
B. Remove floatables, dead vegetation and debris						Annually, or as needed	
C. Professional application of herbicide for invasive species that may be present.						Annually, or as needed	
D. Repair erosion and/or reseed bare areas.						Annually, or as needed	

3. Remedial Actions							
A. Repair/stabilize areas of erosion						As needed	
B. Structural repairs						As needed	
C. Make adjustment/repairs to ensure proper functioning.						As needed	
D. Excavate and reshape sed. basin after major sediment removal (once sediment accumulates to 5"-12" or re-suspension of sediment is observed)*						As needed	

Summary

Inspector's Remarks: _____

Recommended Actions Needed: _____

Overall Condition of Facility: _____

Dates any Maintenance Must be Completed by: _____

*A civil engineer should be retained to observe basin operation.