STORM SEWER SYSTEM MAINTENANCE AGREEMENT

(The Groves)

THIS STORM SEWER SYSTEM MAINTENANCE AGREEMENT ("Agreement') is made this day of October, 2020 by and between the City of Rochester Hills, a Michigan municipal corporation (the "City"), whose address is 1000 Rochester Hills Drive, Rochester, Michigan 48309-3033, Pulte Homes of Michigan LLC, a Michigan limited liability company ("Developer"), whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, and Rochester University, a Michigan nonprofit corporation (the "University"), whose address is 800 West Avon Road, Rochester Hills, Michigan 48307.

RECITALS

- A. Developer is the owner of real property located in the City of Rochester Hills, Oakland County, Michigan, depicted and described on attached Exhibit A (the "Developer Property").
- B. The University is the owner of certain real property located in the City of Rochester Hills, Oakland County, Michigan, depicted and described on attached Exhibit B (the "University Property")
- C. Developer intends to develop the Pulte Property as a residential condominium to be known as The Groves, which includes storm water facilities and appurtenances on the Developer Property and certain identified utility systems and other offsite improvements located on the University Property as described below ("Development").
- D. In relation to the Development, the University has granted Developer an easement for construction, installation, use, operation, repair, maintenance and replacements of a certain detention pond and related storm water drainage pipes and facilities (among other easements) located on the University Property pursuant to the terms and conditions of a certain "Detention Pond Easement" executed and recorded by the Developer and the University.
- E. The University, in relation to the portion located on the University Property, consented to the application by Developer to the City for the Development, and further consents to the execution and recording of this Agreement, binding the University Property and any person or entity claiming any property right or ownership interest in the University Property. The University's consent to this Agreement is evidenced by its execution of this Agreement attached herein.
 - F. The Development will alter the natural flow of surface and storm water drainage.

- G. Developer desires to extend to the future owners of units in the Development ("Units") the right to use and benefit from the storm water detention facilities of the Development and to provide a permanent method for the support and upkeep of the detention facilities.
- H. Developer has proposed and the City has approved a storm water drainage and detention system (the "Storm Sewer System") as shown on the plans attached as <u>Exhibit C</u> ("Storm Sewer Plan").
- I. 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 Agreement for the use and maintenance of the Storm Sewer System.
- J. The City and Developer have entered into a Planned Unit Development Agreement for the Development recorded on <u>Nov. 2, 2020</u> in Liber <u>55093</u>, Page <u>552</u>, Oakland County Records ("PUD Agreement") which describes the Storm Sewer System.
- K. Developer has or will record the Master Deed for The Groves ("Master Deed") which will incorporate the terms of this Agreement.
- L. Developer has or will establish The Groves Condominium Association ("Association") to administer the affairs of the Development.
- M. The owners of the Units in the Development will be bound and benefitted by this Agreement.

NOW THEREFORE, in consideration of less than \$100 and the mutual promises contained herein, the parties hereto agree as follows:

- 1. Storm Sewer System. Pursuant to the Master Deed and this Agreement, Developer hereby makes available and will grant to each of the Unit owners and the Association the right to use, maintain, replace and repair the Storm Sewer System, including but not limited to the detention basin areas and the storm sewer lines within the Development and delineated in the Storm Sewer Plan. Components of the Storm Water System 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, 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. <u>Association</u>. Control and jurisdiction over the Storm Sewer System shall be vested in the Association. Membership in the Association shall be mandatory for all Unit owners. The Association shall be responsible at its sole expense for the proper maintenance of the Storm Sewer System, subject to the terms and conditions of the recorded Detention Pond Easement with the University relating to the Development, and for compliance with the terms of this Agreement.

The Association members, being the Unit owners, shall each bear their prorata share of the total costs of maintaining the Storm Sewer System (including, without limitation, any real and personal property taxes assessed against the Storm Sewer System, and insurance policies maintained with respect to the Storm Sewer System), which shall constitute a lien against each member's Unit. The prorated share of the cost shall be based on each Unit owner's percentage of value as set forth in the Master Deed.

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 and consistent with this Agreement.

- 3. <u>Maintenance of Storm Sewer System</u>. Subject to the terms and conditions of the Detention Pond Easement, the Association shall be responsible for the proper maintenance, repair and replacement of the Storm Water System and all of its parts as set forth in the Maintenance Schedule and Checklist attached hereto as <u>Exhibit D</u> (the "Maintenance Plan"). In no event shall the detention basin areas be used for any purpose other than detention of surface water without the prior written consent of the Association, the University and the City.
- 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 basin) 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 which such deficiencies 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 Storm Water System 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. 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. <u>Charges</u>. 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 prorate as to each Unit, which charges shall be a lien and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

The Association members shall each bear a prorata share of the total costs of maintaining the Storm Sewer System, which prorata share shall constitute a lien against each member's Unit, and if not paid, the City shall have the right to add a prorata share of such charges to the tax rolls and collect it in the same manner as provided above. The prorata share of the cost shall be based on each Unit owner's percentage of value as set forth in the Master Deed. The cost of maintenance by the City shall be assessed against the Association or the Association members at the City's discretion, and subject to the terms of separately recorded documents between the University and the Developer relating to the offsite portion of the Storm Water System for the Development.

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 in this Agreement.

- 6. <u>Future Expansion by the University</u>. In the event that the University further develops the University Property and connects storm drainage pipes and other facilities to, and to utilize the Storm Sewer System for the purpose of detaining storm water drainage from any future development(s) on the University Property in accordance with the Detention Pond Easement, the University shall (a) be responsible for the work (including all governmental approvals) and cost to utilize, enlarge or make improvements to the Storm Sewer System on the University Property and (b) enter into a separate storm sewer system maintenance agreement with the City if the improvements relate to an expansion to the Storm Sewer System in a manner not covered by the scope of this Agreement.
- 7. <u>Notice</u>. 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 the Developer:

PULTE HOMES OF MICHIGAN LLC

2800 Livernois Road, Building D, Suite 320

Troy, Michigan 48083

To the City:

City Clerk

CITY OF ROCHESTER HILLS 1000 Rochester Hills Drive Rochester Hills, Michigan 48309

To the Association:

THE GROVES CONDOMINIUM ASSOCIATION

2800 Livernois Road, Building D, Suite 320

Troy, Michigan 48083

To the University:

ROCHESTER UNIVERSITY

800 West Avon Road

Rochester Hills, Michigan 48309

- 7. <u>Successors and Assigns</u>. This Agreement shall constitute restrictions and covenants running with the Property. This Agreement shall be binding upon and benefit the parties and their respective transferees, successors and assigns. In the event of a conveyance by Developer to a successor developer, or an assignment to the Association, the foregoing obligations shall be assumed by such transferee or assignee and Developer shall be relieved of such obligations and liabilities under this Agreement.
 - 8. Recording. This Agreement shall be recorded at the Oakland County Register of Deeds.

This Agreement is exempt from county and state transfer taxes pursuant to MCLA 207.505(a) and MCL 207.526(a).

(signatures on following page)

PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

	By: Jan Schyck PAUL Schyck Its: Vice President of Dinsin Director OF LAND DOVELOPMENT
	is: Violation of the American
STATE OF MICHIGAN)	OF CAND REVEROPMEN
) SS.	
COUNTY OF OAKLAND)	
Acknowledged before me on October Vice President of Division DIRECTOR of limited liability company, on behalf of the company	Pulte Homes of Michigan LLC, a Michigan of Law Development
Gregory Jamarshi	
Notary Public County, Michigan Acting in Oakland County, Michigan My Commission Expires:	
(signatures continue of	n following page)

Gregory J. Gamalski NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OAKLAND

My Commission Expires December 7, 2020
Acting in the County of OAKLAND

DATED:	, 2020	CITY OF ROCHESTER HILLS, a Michigan municipal corporation					
		Name:	Mayor				
		and					
		By:					
		Name:_Its:	Clerk				
STATE OF MICHIGAN)) ss						
COUNTY OF OAKLAND)	,					
Acknowledged before mandcorporation, on behalf of the corporation	ne on, the Clerk, poration.	of the	_, 2020 by, the Mayor, City of Rochester Hills, a Michigan municipal				
			Notary Public County, MI				
			Acting in Oakland County, MI My Commission Expires:				

(signatures continue on following page)

ROCHESTER UNIVERSITY, a Michigan nonprofit corporation

	By: Thomas Lellings! Name: Thomas Received in Its: Executing VI & CFO
STATE OF MICHIGAN)	
COUNTY OF OAKLAND) ss.	
The Foregoing instrument was acknowledge from the Heller of the Heller o	d before me on <u>Alabet 21</u> , 2020, by of Rochester University, a poration.
Notary Public Wall County, Michigan Acting in Oakland County, Michigan My Commission Expires: 222/	

Drafted by: Alexandra E. Dieck Bodman PLC 201 S. Division Street, Suite 400 Ann Arbor, MI 48104

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

John Steran Approved 11/3/20

EXHIBIT A TO STORM SEWER SYSTEM MAINTENANCE AGREEMENT

DEVELOPER PROPERTY

(see attached)

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, DUE WEST 1793.79 FEET; THENCE NORTH 01°40′04″ EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40′04″ EAST 272.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°54′10″ WEST 179.32 FEET; THENCE NORTH 36°05′50″ WEST 60.00 FEET; THENCE NORTH 53°54′10″ EAST 81.99 FEET; THENCE NORTH 52°53′14″ WEST 202.49 FEET; THENCE NORTH 28°45′21″ EAST 508.13 FEET; THENCE NORTH 57°20′54″ EAST 128.22 FEET; THENCE SOUTH 88°21′57″ EAST 336.59 FEET; THENCE SOUTH 01°51′27″ WEST 604.32 FEET; THENCE DUE WEST 393.37 FEET; THENCE SOUTH 01°40′04″ WEST 14.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 7.90 ACRES OF LAND.

Tax Parcel:

part of 15-15-451-008

(future 15-15-451-012)

Jenuy M. Approved 10/29/20

EXHIBIT **B**

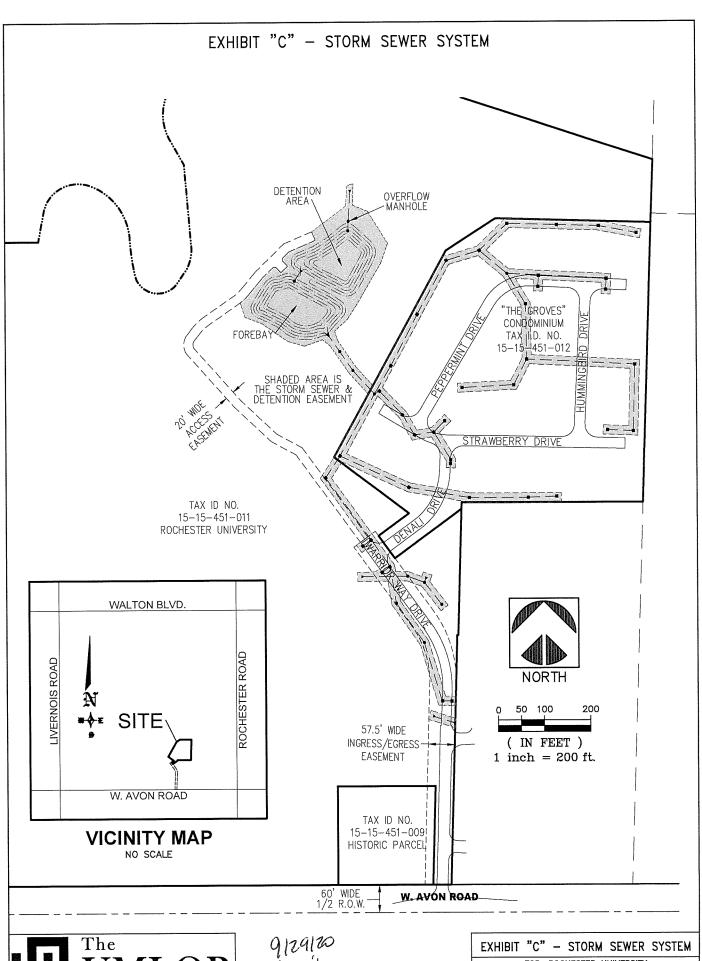
<u>LEGAL DESCRIPTION OF ROCHESTER UNIVERSITY PARCEL</u> TAX PARCEL I.D. #15-15-451-011:

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, T3N-R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15. THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF W. AVON ROAD, 2794.58 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 03°26'11" EAST 60.11 FEET ALONG THE NORTH-SOUTH 1/4 LINE TO THE POINT OF BEGINNING AND THE NORTH LINE OF SAID W. AVON ROAD, 60 FOOT HALF WIDTH; THENCE, ALONG THE NORTH LINE OF SAID W. AVON ROAD, NORTH 89°47'56" WEST 1313.10 FEET AND NORTH 88°26'03" WEST 391.01 FEET TO THE SOUTHEASTERLY LINE OF THE CLINTON RIVER "TRAIL" (FORMALLY KNOWN AS THE GRAND TRUNK WESTERN RAILROAD); THENCE, ÀLONG THE SOUTHEASTERLY LINE OF SAID "TRAIL". NORTH 42°34'57" EAST 252.70 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTHEASTERLY 797.44 FEET ON THE ARC OF A 5524.16 FOOT RADIUS CURVE TO THE RIGHT, WITH A DELTA ANGLE OF 08°16'15" AND CHORD BEARING AND DISTANCE OF NORTH 46°42'59" EAST 796.75 FEET; THENCE, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 50°51'00" EAST 1021.05 TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID SOUTH LINE, NORTH 89°38'14" EAST 244.84 FEET TO THE EAST 1/8 CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, NORTH 89°45'33" EAST 27 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF THE CLINTON RIVER; THENCE FOLLOWING ALONG THE CENTER OF THE CLINTON RIVER IN MEANDERING DIRECTIONS, BUT GENERALLY NORTHEASTERLY, A DISTANCE OF 1740 FEET, MORE OR LESS, DOWNSTREAM; THENCE LEAVING THE CENTER OF THE CLINTON RIVER, SOUTH 59°41'28" EAST 25 FEET, MORE OR LESS; THENCE SOUTH 22°04'32" EAST 226.40 FEET; THENCE SOUTH 71°53'04" EAST 609.74 FEET; THENCE SOUTH 02°10'13" WEST 118.12 FEET; THENCE SOUTH 01°51'27" WEST 19.46 FEET; THENCE NORTH 88°21'57" WEST 336.59 FEET; THENCE SOUTH 57°20'54" WEST 128.22 FEET; THENCE SOUTH 28°45'21" WEST 508.13 FEET; SOUTH 52°53'14" EAST 202.49 FEET; THENCE SOUTH 53°54'10" WEST 81.99 FEET; THENCE SOUTH 36°05'50" EAST 60.00 FEET; THENCE NORTH 53°54'10" EAST 179.32 FEET TO A POINT ON THE WEST BOUNDARY OF THE ROCHESTER CHURCH OF CHRIST PARCEL AS SURVEYED BY BUCKERFIELD ENGINEERING, RECORDED IN LIBER 10030, PAGES 313 & 314, OAKLAND COUNTY RECORDS; THENCE, ALONG SAID WEST BOUNDARY LINE, SOUTH 01°40'04" WEST 272.83 FEET; THENCE DUE WEST 2.50 FEET; THENCE SOUTH 01°40'04" WEST 539.97 FEET TO THE NORTH LINE OF SAID W. AVON ROAD; THENCE, ALONG SAID NORTH LINE, DUE WEST 39.55 FEET; THENCE NORTH 01°40'04" EAST 213.09 FEET; THENCE DUE WEST 212.24 FEET; THENCE DUE SOUTH 213.00 FEET TO THE NORTH LINE OF SAID W. AVON ROAD; THENCE, ALONG SAID NORTH LINE, DUE WEST 753.34 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 68.36 ACRES OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS WHICH MAY OR MAY NOT BE OF RECORD.

EXHIBIT C TO STORM SEWER SYSTEM MAINTENANCE AGREEMENT

Storm Sewer Plan

(see attached)



Group LAND DEVELOPMENT SERVICES

FOR: ROCHESTER UNIVERSITY

CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

The Umlor Group
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773—7656
Fax. (866) 690—4307

EVENT STORMS

DRAWN BY: JOC
CHKD BY: TO
DATE: 09—16—2020
SHT. NO.: 1 OF 1

CHKD BY: TO DATE: 09-16-2020 SHT. NO.: 1 OF 1

EXHIBIT D TO STORM SEWER SYSTEM MAINTENANCE AGREEMENT

Maintenance Plan

EXHIBIT D

Storm Sewer System Maintenance Schedule and Checklist

This exhibit will provide a plan for the maintenance of the storm sewer system, an estimated budget for the initial three years and an inspection checklist.

The storm sewer system includes:

- A. Detention Basin
- B. Forebay/Sediment Basin
- C. Storm Sewer Pipes and Structures (Catch Basins, Manholes, Inlets, End Sections, etc.)

Minimum guidelines for maintenance of the above storm water management facilities and the first 3 years estimated annual budget are as follows:

A. Detention Basin

- 1. Check outlets regularly, at least annually, for clogging and clean when necessary, especially after large storm events. Replace stone around standpipe as needed.
- 2. Inspect entire system, at least annually, including inlet/outlet pipes, animal grates and filters.
- 3. Inspect for and remove floatables and debris at least annually.
- 4. Regularly check banks, berm, overflow channel and bottom for erosion at least annually and correct as necessary.
- 5. Reseed banks near inlet/outlet and stabilize eroded banks as necessary.
- 6. Remove dead vegetation that obstructs flow annually in early spring.
- 7. Inspect for sediment accumulation. Remove sediment when accumulation reaches six inches or as necessary.

Annual Estimated Budget

Year 1 Year 2 Year 3 \$1,200 \$1,400 \$1,600

Appd. 9/29/20

Exhibit D

B. Sediment Forebay

1. Check outlets regularly, at least annually, for clogging and clean when necessary, especially after large storm events. Replace stone around standpipe as needed.

2. Inspect entire system annually including inlet/outlet pipes, animal grates and filters.

3. Inspect for and remove floatables and debris at least annually.

4. Regularly check banks and bottom for erosion at least annually and correct as necessary.

5. Reseed banks near inlet/outlet and stabilize eroded banks as necessary.

6. Remove dead vegetation that obstructs flow annually in early spring.

7. Remove sediment when accumulation reaches six inches or as necessary.

Annual Estimated Budget

Year 1 Year 2 Year 3 \$900 \$1,100 \$1,300

C. Storm Sewer Pipes and Structures (Catch Basins, Manholes, Inlets, End Sections, etc.)

1. Observe storm sewer system during a storm event to ensure proper operation.

- 2. Inspect pipes and structure for sediment and floating debris. Remove floating debris and any accumulation of sediment at least annually or as needed.
- 3. Inspect end sections, animal grates and rip-rap at least annually. Remove any accumulation of sediment or other debris.
- 4. Inspect structures for cracking, spalling, joint failure or other structural issues as necessary at least annually.

Annual Estimated Budget

Year 1 Year 2 Year 3 \$800 \$1,300 \$1,500

Year 1 Year 2 Year 3
Total Estimated Annual Budget \$2,900 \$3,800 \$4,400

Exhibit D

TABLE 1 STORM WATER MANAGEMENT SYSTEM MAINTENANCE INSPECTION SCHEDULE

MAINTENANCE ACTIVITIES	SYSTEM COMPONENT	Storm Sewer System Pipes	Catch Basins, Manholes, Inlets and End Sections.	Forebay/Sedimentation Basin	Detention Basin	FREQUENCY			
Monitoring/Inspection									
Inspect for sediment accumulation*		X	X	X	X	Annually			
Inspect for floatables, dead vegetation & debris		X	X	X	X	Annually & After Major Events			
Inspect for erosion and integrity of system				X	X	Annually & After Major Events			
Inspect all structures for cracking, spalling, joint failure or other structural issues.			X	X	X	Annually			
Ensure maintenance access remain open/clear				X	X	Annually			
Preventative Maintenance									
Remove accumulated sediments		X	X	X	X	As Needed*			
Remove floatables, dead vegetation & debris		X	X	X	X	As Needed			
Replace or wash & reuse risers stone filters				X		As Needed			
Remedial Actions									
Repair/stabilize areas of erosion			X	X	X	As Needed			
Reseed bare areas		X	L	X	X	As Needed			
Structural Repairs			X	X	X	As Needed			
Make adjustments/repairs to ensure proper functioning * Forbay/Sediment Basin and Detention Basin should be cleaned when		X	X	X	X	As Needed			
INSPECTION REPORT Date: Inspector:	_								
Condition of the System									
Remedial Action Required									

0k 8/27/20