

**AGREEMENT FOR
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made on March 24th, 2021, by Great Oaks Country Club, Inc., a Michigan Corporation, whose address is 777 Great Oaks Boulevard, Rochester Hills, Michigan 48307 ("Owner"), and the CITY OF ROCHESTER HILLS (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Owner owns and proposes to develop the Property described in attached Exhibit A; and

WHEREAS, the proposed development of the Property will alter the natural flow of surface and storm water drainage; and

WHEREAS, Owner has proposed, and the City has approved, a storm water drainage and detention system (the "System") comprised of storm water detention and water quality treatment facilities, storm sewer pipe, catch basins, manholes for the Property as described and depicted in the Storm Water System Plan attached as Exhibit B; and

WHEREAS, the parties will benefit from the proper operation, use and maintenance of the System and enter into this agreement to provide for the same.

THEREFORE, the parties agree:

1. Use of the System:

Components of the System, including any and all water conveyance, detention and water quality treatment facilities, storm sewer pipe, catch basins, manholes, shall be used solely for the purpose of conveying, detaining and treating storm and surface drainage on the property until such time as: (i) The City determines and notifies Owner or Owner's successors, grantees or assigns, in writing, that it is no longer necessary to convey, detain or treat the storm and surface drainage; and (ii) An adequate alternative for conveying, detaining and treating 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. Maintenance:

A. Owner shall be responsible for the proper maintenance, repair and replacement of the System and all parts thereof as detailed in the Maintenance Plan attached as Exhibit C.

B. Proper maintenance of the System shall include, but is not limited to: (i) Removing accumulated sediment, trash and debris; (ii) Maintaining storm sewer and structures; (iii) Controlling the effects of erosion; (iv) Inspection of storm sewer structures and pipes for structural integrity; (v) Inspection and cleaning of the storm sewer and catch basins upstream from the detention system; and (vi) Any other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System.

3. Action by City:

If, at any time, Owner or Owner's successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Owner or Owner's successors, grantees or assigns. The notice shall be in writing and shall list and describe maintenance deficiencies and demand that they be corrected within thirty (30) days.

The notice shall further specify a 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 as the City Council may designate. At the hearing, the City Council (or other designated board or official) may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may extend the time for the deficiencies to be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake the necessary corrective actions, and the City may maintain the System for up to one (1) year. Such maintenance of the System by the City shall not be construed to be a trespass or a taking of the Property, nor shall the City's actions vest in the public any right to enter or use the Property. Thereafter, if Owner or Owner's successors, grantees or assigns do not properly maintain the System, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the 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 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 under this agreement, plus a ten percent (10%) administrative fee. If not timely paid, the City may place 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 Great Oaks Country Club, Inc.: 777 Great Oaks Boulevard
Rochester Hills, MI 48307

To the City: 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 benefits, burdens, rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the Property and any divisions thereof.

7. **Recording of Agreement:**

This agreement shall be recorded at the Oakland County Register of Deeds.

Great Oaks Country Club, Inc.
By: Shawn Schroeder

Printed Name: Shawn Schroeder

Title: General Manager

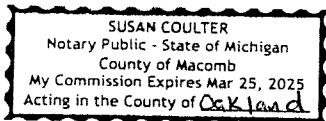
CITY OF ROCHESTER HILLS

By: _____
Bryan Barnett, Mayor

By: _____
Leanne Scott, Clerk

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on March 24, 2021, by Shawn Schroeder, the General Manager, of Great Oaks Country Club, Inc., a Michigan Corporation, on its behalf.



[Signature]

Macomb County, Michigan
My commission expires: 03-25-2025

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, by Bryan Barnett, Mayor, and Leanne Scott, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:
James P. Butler, PE
PEA Group
2430 Rochester Ct., Suite 100
Troy, MI 48083

Notary public
County, Michigan
My commission expires: _____

When Recorded Return to:
City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

John Staraw
Approved 4/1/21

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

(PER OAKLAND COUNTY TAX DESCRIPTION)

T3N, R11E, SEC 10 PART OF W 1/2 OF SEC BEG AT NW SEC COR, TH S 00-48-50 E 255.00 FT, TH S 58-09-56 E 1183.19 FT, TH S 08-13-37 E 135.28 FT, TH S 62-36-11 W 293.62 FT, TH S 85-03-44 W 753.06 FT, TH S 00-48-50 E 799.73 FT, TH S 47-41-11 E 550.10 FT, TH S 01-52-39 E 453.44 FT, TH S 68-29-43 W 444.45 FT, TH S 00-00-17 E 586.02 FT, TH N 89-33-40 E 275.00 FT, TH S 71-43-17 E 678.82 FT, TH S 15-00-00 E 100.00 FT, TH S 35-00-00 W 260.00 FT, TH S 35-00-00 E 65.00 FT, TH S 35-33-50 E 28.65 FT, TH ALG CURVE TO LEFT, RAD 510 FT, CHORD BEARS S 63-00-05 E 470.00 FT, DIST OF 488.45 FT, TH N 89-33-40 E 97.53 FT, TH N 00-51-32 W 720.72 FT, TH N 00-51-18 W 373.24 FT, TH N 82-04-18 W 88.60 FT, TH N 07-45-56 E 101.34 FT, TH N 01-27-08 E 90.57 FT, TH N 07-50-31 W 91.52 FT, TH N 11-47-38 W 335.96 FT, TH N 13-43-22 E 263.35 FT, TH N 24-42-26 E 105.00 FT, TH N 22-42-36 E 74.35 FT, TH N 01-18-36 W 992.34 FT, TH N 88-53-03 E 500.94 FT, TH N 23-57-43 E 102.66 FT, TH N 61-38-43 E 295.00 FT, TH N 28-21-16 W 496.00 FT, TH N 84-11-32 W 530.10 FT, TH N 57-17-45 W 990.15 FT, TH S 89-42-10 W 552.24 FT TO BEG EXC NW COR THEREOF MEAS 91 FT ALG N SEC LINE & 91 FT ALG W SEC LINE TAKEN FOR RD, ALSO EXC SELY PART THEREOF IN GREAT OAKS BLVD, ALSO EXC THAT PART LYING SLY OF LI DESC AS BEG AT PT DIST N 89-33-40 E 1374.93 FT & N 00-51-32 W 620 FT FROM SW SEC COR, TH S 89-33-40 W 97.08 FT, TH ALG CURVE TO RIGHT, RAD 450 FT, CHORD BEARS N 63-00-05 W 414.70 FT, DIST OF 430.99 FT, TH N 35-33-50 W 28.36 FT, TH N 35-00-00 W 86.54 FT TO PT OF ENDING 100.85 A 5-24-96 FR 086

*Jenny M.
App'd. 4/7/21*

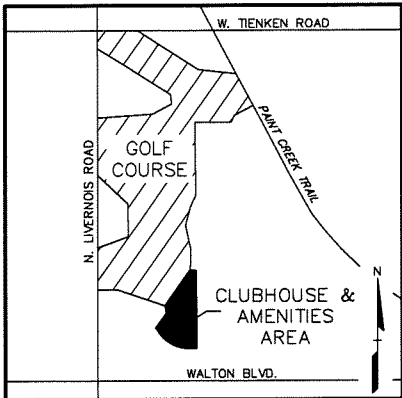


PEA, Inc.

2430 Rochester Ct. Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: GREAT OAKS COUNTRY CLUB 777 GREAT OAKS BLVD ROCHESTER HILLS, MICHIGAN	SCALE: N/A	JOB No: 2018-319
	DATE: 7-29-19	DWG. No: 1 of 1

EXHIBIT B STORM WATER SYSTEM PLAN



LOCATION MAP - NOT TO SCALE

GREAT OAKS COUNTRY CLUB
777 GREAT OAKS BLVD.

PARCEL NO. 15-10-101-087

1178
OAKWOOD CT
15-10-351-005

1220 WALTON
BLVD
15-10-351-086

ARC = 488.45'
RADIUS = 510.00'
DELTA = 54°52'32"
CHORD = 470.00'
CH. BRG. = S637°00'05"E

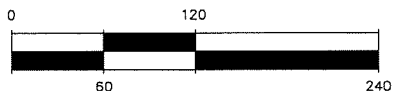
15-10-101-088

N89°33'40"E
97.53'

15-10-351-003

LEGEND

- ⊙ MONUMENT FOUND
- ⊕ CATCH BASIN
- ⊙ MANHOLE



GRAPHIC SCALE
1" = 120'



*ck
ARS
3/30/21*



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DWG. No: | of |

EXHIBIT C

STORM WATER MANAGEMENT SYSTEM – PERMANENT MAINTENANCE

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORMWATER MANAGEMENT SYSTEM MAINTENANCE TASKS AND SCHEDULE

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS <small>Storm Collection System (Sewers, Swales, Catch Basins, Manholes)</small>		FREQUENCY
MONITORING/INSPECTION			
Inspect for sediment accumulation/clogging	X	X	Annually
Inspect for floatables, dead vegetation and debris	X	X	Annually & After Major Events
Inspect for erosion and integrity of system	X	X	Annually & After Major Events
Inspect all components during wet weather and compare to as-built plans	X	X	Annually
Ensure maintenance access remain open/clear	X	X	Annually
PREVENTIVE MAINTENANCE			
Remove accumulated sediment	X	X	As Needed (see note below)
Remove floatables, dead vegetation and debris	X	X	As Needed
Sweeping of pavement surfaces (streets and parking areas)		X	As Needed
REMEDIAL ACTIONS			
Repair/stabilize areas of erosion	X	X	As Needed
Replace dead plantings & reseed bare areas	X		As Needed
Structural repairs	X	X	As Needed
Make adjustments/repairs to ensure proper functioning	X	X	As Needed

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

OK ABS
3/30/21



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