

**AGREEMENT FOR MAINTENANCE OF  
STORM WATER DETENTION SYSTEM**

This agreement is made on \_\_\_\_\_, \_\_\_\_\_, by Lombardo Rochester Hills LLC whose address is 6303 Twenty-Six Mile Road Washington, MI 48094;

And the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Lombardo Rochester Hills LLC owns and occupies the property described in attached Exhibit A; and

WHEREAS, Lombardo Rochester Hills LLC has proposed, and the City has approved, a storm water drainage and detention system (the "system"), which includes a detention basin, for the property as described and depicted in the attached 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, including the detention basin, shall be used solely for the purpose of detaining storm and surface water on the property until such time as: (i) The City may determine and advise Lombardo Rochester Hills LLC or their successors, grantees or assigns, in writing that it is no longer necessary to use the detention basin to detain storm or surface water; and (ii) An adequate alternative for 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. Lombardo Rochester Hills LLC shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the detention basin.
  - B. Proper maintenance of the System shall include, but not limited to: (i) Keeping the bottom of the detention basin free from silt and debris; (ii) Removing harmful algae; (iii) Maintaining steel grating across the basin's inlets; (iv) Controlling the effects of erosion; and (v) Any other maintenance that is reasonable and necessary in order to facilitate or accomplish the intended function and purpose of the System.

APPROVED AS TO FORM

*J. Staron 4/26/06*

ROCHESTER HILLS COUNSEL

3. **Action by the City:** In the event Lombardo Rochester Hills LLC or their successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Lombardo Rochester Hills LLC or their 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 Lombardo Rochester Hills LLC or their 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.

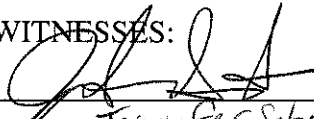
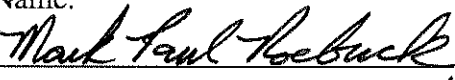
To: Lombardo Rochester Hills LLC: Lombardo Rochester Hills LLC  
6303 26 Mile Rd.  
Washington, MI 48094

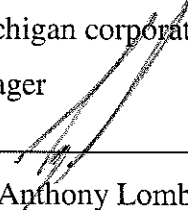
To the City: Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

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

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

WITNESSES:  
  
Name: Jennifer Sobota  
  
Name: Mark Paul Roebuck

**LOMBARDO ROCHESTER HILLS LLC**  
a Michigan limited liability company  
By: Lombardo Management, Inc.  
a Michigan corporation  
Its: Manager  
By:   
Anthony Lombardo  
Its: President

**CITY OF ROCHESTER HILLS**

\_\_\_\_\_  
Name:

By: \_\_\_\_\_, Mayor


\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Jane Leslie, Clerk

STATE OF MICHIGAN  
COUNTY OF MACOMB

This agreement was acknowledged before me on April 3rd,  
2006, by Anthony Lombardo, President of Lombardo Management, Inc., a  
Michigan corporation, Manager of Lombardo Rochester Hills LLC, a Michigan limited  
liability company on behalf of the company.

**Mark Paul Roebuck**  
Notary Public, State of Michigan, County of Macomb  
My Commission Expires: July 8, 2011  
Acting in the County of Macomb

  
Notary Public  
Acting in Macomb County, Michigan  
My commission expires: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF OAKLAND

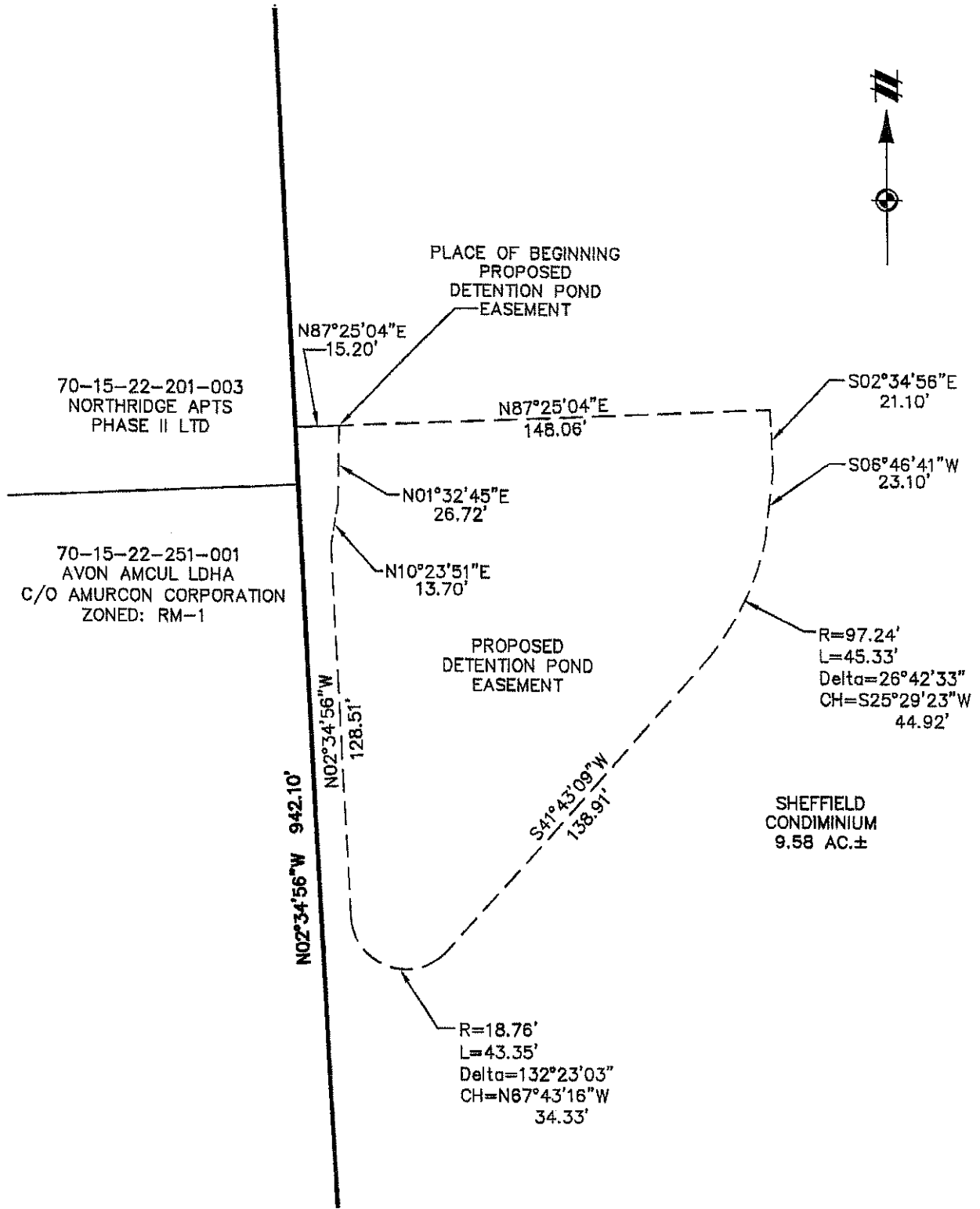
This agreement was acknowledged before me on \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, Mayor, and Jane Leslie, Clerk, of the City of  
Rochester Hills, on behalf of the City.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My commission expires: \_\_\_\_\_

Drafted By:  
**Lombardo Companies**  
6303 26 Mile Rd.  
Washington, MI 48094

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

Exhibit 'A'



CLIENT LOMBARDO ROCHESTER HILLS LLC.  SHEFFIELD CONDOMINIUM PROPOSED DETENTION POND EASEMENT DETAIL  SECTION 22, TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	JOB: 201406.30	CAD 201406EA7
	DR. TJB	CH. JIF
	BOOK -	PG. -
	SHEET 02 OF 03	DATE: 03-31-06
	FILE NO. 5102-158-2	
<b>ATWELL-HICKS</b> Engineering • Surveying • Planning Environmental • Water/Wastewater  866 850 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO FLORIDA		
SCALE: 1 INCH = 200 FEET		

APPROVED  
*[Signature]*  
 ROCHESTER HILLS  
 ENGINEERING DEPT.

## Exhibit 'A'



**Legal Description:**

Situated in the City of Rochester Hills, Oakland County, Michigan, described as:

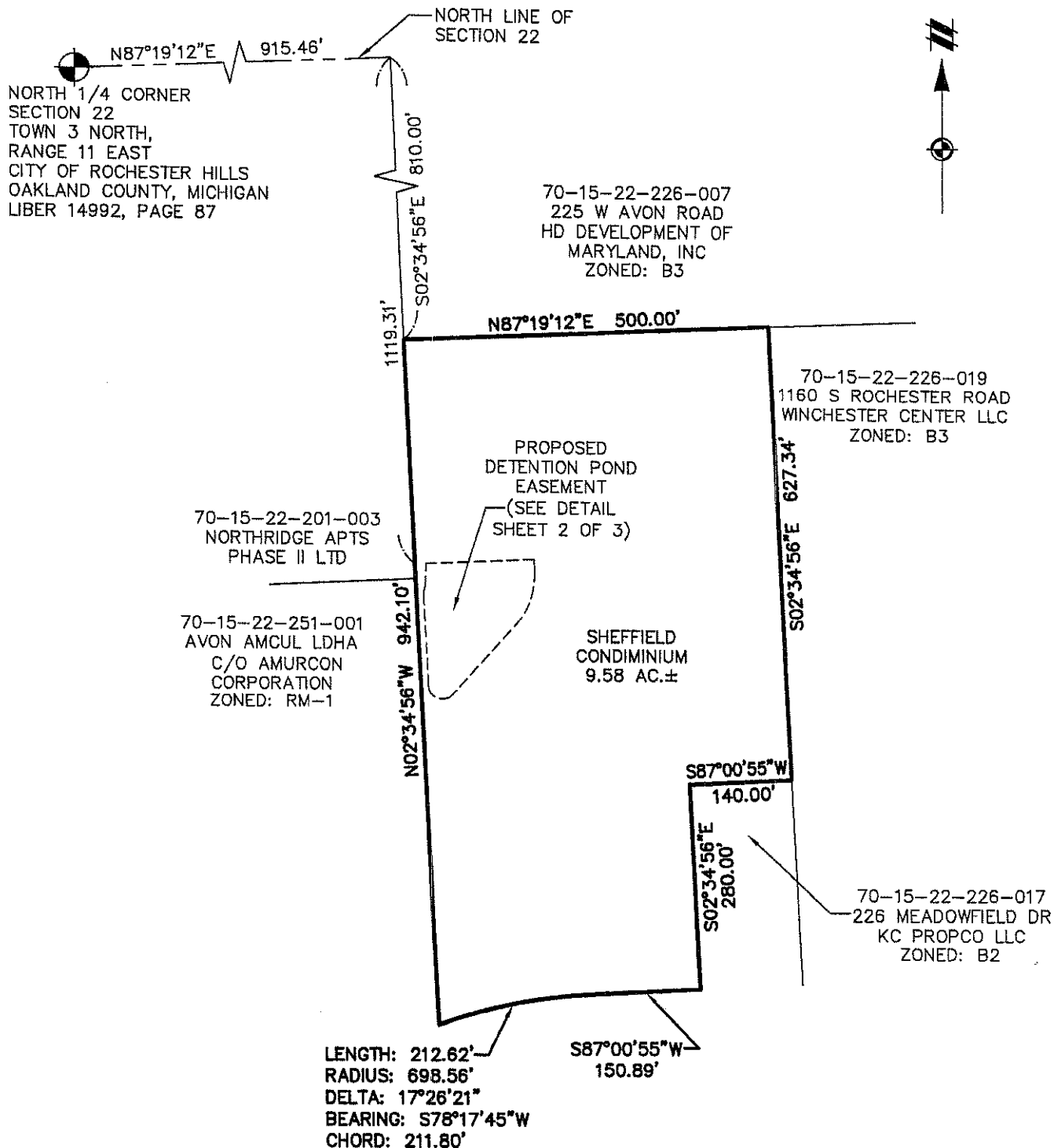
Part of the Northeast 1/4 of Section 22, Town 3 North, Range 11 East, Avon Township, now City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point, said point being N87°19'12"E 915.46 feet along the North line of said Section 22 and S2°34'56"E 810.00 feet from the North 1/4 corner of said Section 22; thence from said point of beginning N87°19'12"E 500.00 feet; thence S2°34'56"E 627.34 feet; thence S87°00'55"W 140.00 feet; thence S2°34'56"E 280.00 feet; thence S87°00'55"W 150.89 feet; thence 212.62 feet along the arc of a curve to the left, radius 698.56 feet, central angle 17°26'21", chord length 211.80 feet and a chord bearing of S78°17'45"W; thence N2°34'56"W 942.10 feet to the point of beginning.

**Legal Description for a Proposed Detention Pond Easement:**

An area of land for a detention pond easement, located in the Northeast 1/4 of Section 22, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, described as follows: commencing at the North 1/4 corner of said Section 22; thence N87°19'12"E 915.46 feet along the North line of said Section 22; thence S02°34'56"E 1119.31 feet; thence N87°25'04"E 15.20 feet for a PLACE OF BEGINNING; thence continuing N87°25'04"E 148.06 feet; thence S02°34'56"E 21.10 feet; thence S06°46'41"W 23.10 feet; thence 45.33 feet along the arc of a 97.24 foot radius circular curve to the right, chord bearing S25°29'23"W 44.92 feet; thence S41°43'09"W 138.91 feet; thence 43.35 feet along the arc of a 18.76 foot radius circular curve to the right, chord bearing N67°43'16"W 34.33 feet; thence N02°34'56"W 128.51 feet; thence N10°23'51"E 13.70 feet; thence N01°32'45"E 26.72 feet to the Place of Beginning.

<b>CLIENT</b> LOMBARDO ROCHESTER HILLS LLC.  SHEFFIELD CONDOMINIUM PROPOSED DETENTION POND EASEMENT LEGAL DESCRIPTIONS  SECTION 22, TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	JOB: 201406.30	CAD 201406EA7
	DR. TJB	CH. JIF
	BOOK -	PG. -
	SHEET 03 OF 03	DATE: 03-31-06
	FILE NO. 5102-158-3	
<b>ATWELL-HICKS</b> Engineering • Surveying • Planning Environmental • Water/Wastewater		
SCALE: 1 INCH = 200 FEET		866 850 4200 www.atwell-hicks.com  MICHIGAN ILLINOIS OHIO FLORIDA

# Exhibit 'A'



CLIENT LOMBARDO ROCHESTER HILLS LLC.	JOB: 201406.30	CAD 201406EA7
	DR. TJB	CH. JIF
SHEFFIELD CONDOMINIUM PROPOSED DETENTION POND EASEMENT	BOOK -	PG. -
	SHEET 01 OF 03	DATE: 03-31-06
SECTION 22, TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	FILE NO. 5102-158-1	
<b>ATWELL-HICKS</b>		
Engineering • Surveying • Planning Environmental • Water/Wastewater		
SCALE: 1 INCH = 200 FEET	0 100 200	8 6 6 8 5 0 4 2 0 0 www.atwell-hicks.com
		MICHIGAN ILLINOIS OHIO FLORIDA

APPROVED  
*Jim Voight*  
ROCHESTER HILLS  
ENGINEERING DEPT. 420-06