

AGREEMENT FOR STORM WATER SYSTEM MAINTENANCE

This Agreement is made on Sept. 2, 2014, by Rochester Wabash, LLC, a Michigan Limited Liability Company, whose address is PO Box 1207 Walled Lake, MI 48390. ("Developer"), and the CITY OF ROCHESTER HILLS (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Developer 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, Developer 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 and devices, pumping system, storm sewer pipe, catch basins, manholes, end-sections, ditches, swales, open water courses and rip-rap, for the Property as described and depicted in the Storm Water System Plan included in 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 and devices, pumping system, 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, detaining and treating storm and surface drainage on the property until such time as: (i) The City determines and notifies Developer or Developer'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. Developer 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 from the detention basin and at inlet pipes; (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, end-sections and safety features; (iv) Controlling the effects of erosion; (v) Inspection and cleaning of the water quality treatment device; (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 the storm sewer 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 continue proper operation and use of the System.

3. Action by City:

If, at any time, Developer or Developer's successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Developer or Developer'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 Developer or Developer'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 where 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 Rochester Wabash LLC:

PO Box 1207
Walled Lake, MI 48390
Attention: Ralph Faranso

To the City:

City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

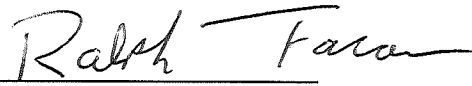
6. **Successors and Assigns:**

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.

ROCHESTER WABASH LLC

By: 
Ralph Faranso

Its: Member


CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, Clerk

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on 9-2-2014, by Ralph Faranso, Member of Rochester Wabash LLC, a Michigan limited liability company, on behalf of the company.



JOSY A FOISY, Notary public
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, 2016
ACTING IN COUNTY OF Oakland _____ County, Michigan
My commission expires: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND

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

, Notary public

County, Michigan
My commission expires: _____

Drafted By:

Sharpe Engineering Inc.
Jim Sharpe, P.E.
1750 Lakesview
Oxford, MI 48371

When Recorded Return to:

City Clerk
City of Rochester Hills
1000 Rochester Hills Dr.
Rochester Hills, MI 48309

*John Staraw
Approved 9/8/14*

Exhibit 'A'

PROPERTY DESCRIPTION FOR TAX ITEM #15-27-477-060 (Hawthorne Plaza)

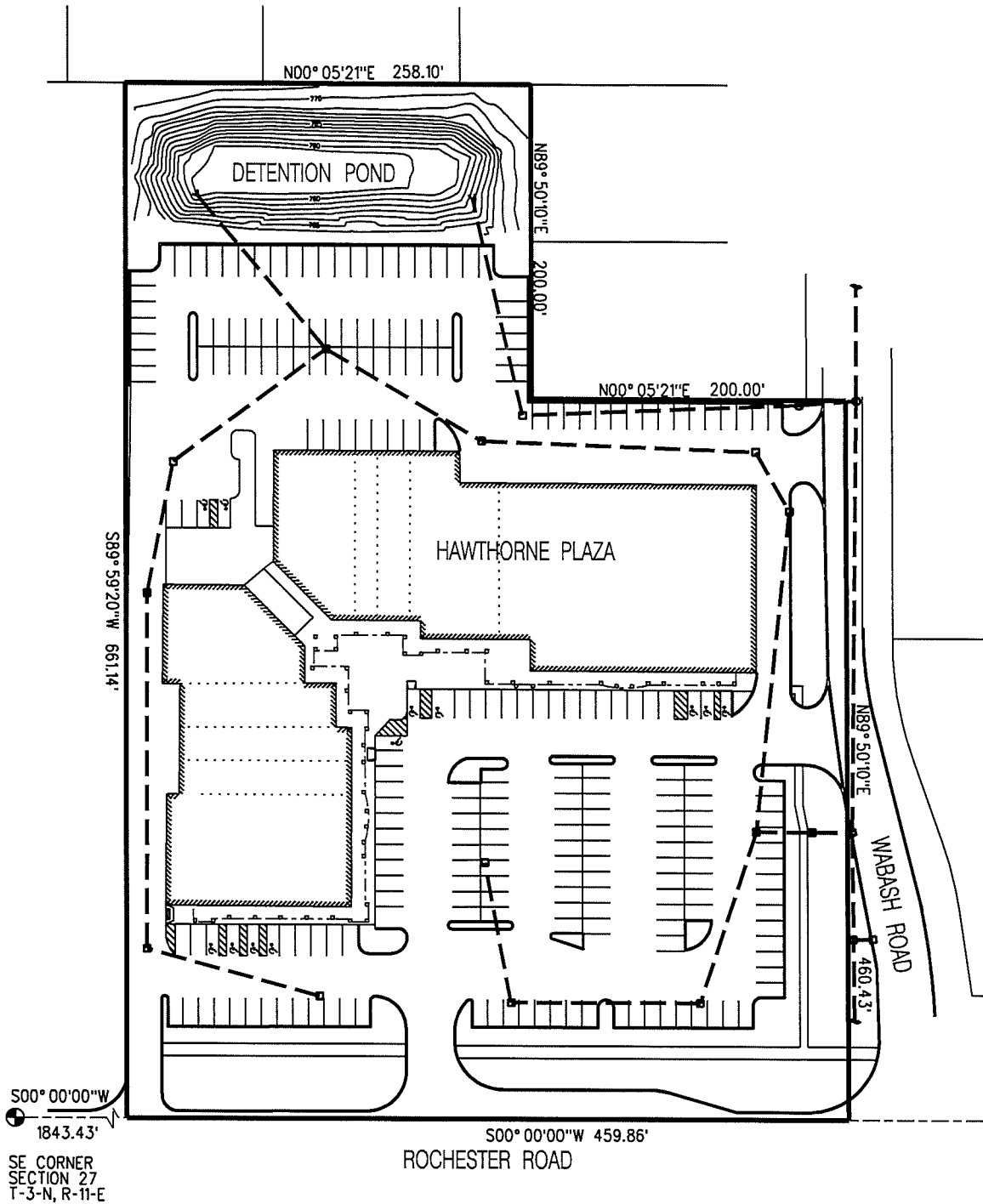
Part of the Southeast 1/4 of Section 27, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, being more particularly described as: Beginning at a point, due North, along the East line of said Section 27, 1843.43 feet from the Southeast corner of said Section 27; thence continuing South 89°59'20" West, 661.14 feet to the East line of "Eyster's Avon Gardens" (Liber 31, Page 46, O.C.R.); thence North 00°05'21" East, 258.10 feet along said East line; thence North 89°50'10" East, 200.00 feet; thence North 00°05'21" East, 200.00 feet to the center line of Wabash Road (Right of way varies); thence North 89°50'10" East, 460.43 Feet along said center line to the East line of Section 27; thence due South 459.86 feet along said East line to the point of beginning. Containing 263,285 square feet or 6.04 acres and subject to any easements or restrictions of record. Net acreage to future right of way line 4.98 acres.

Mike Tavant
Approved 9/9/14



SHARPE
ENGINEERING, Inc
1750 Lakeside
Oxford MI 48371
248.877.2102

EXHIBIT "B"



PLAN DATE:	08/21/14
SCALE:	1" = 100'
SHEET:	01
PROJECT:	021.01.01

CITY:	ROCHESTER HILLS
COUNTY:	OAKLAND
SECTION:	27
	T-3-N, R-11-E.

DEVELOPED FOR:	AF PROPERTIES
	2100 MOSS GLEN
	COMMERCE TWP, MI 48390
	248.730.1800

STORMWATER SYSTEM PLAN
HAWTHORNE PLAZA, ROCHESTER HILLS, MICHIGAN

EXHIBIT 'C'
OPERATIONS AND MAINTENANCE MANUAL

**HAWTHORNE PLAZA
STORMWATER MAINTENANCE PLAN
ROCHESTER HILLS, MICHIGAN**

PROPERTY OWNER:
ROCHESTER WABASH LLC
2100 MOSS GLEN
COMMERCE, MI 48390
Phone: (248) 730-1800
Contact: Mr. Ralph Faranso

Prepared by:
Sharpe Engineering, Inc.
1750 Lakesview
Oxford, MI 48371
Phone: (248) 877-2102
Contact: Jim Sharpe, P.E.

August 21, 2014

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all stormwater management systems including the detention basin, underground storm sewer system, and any storm sewer structures as incorporated into and detailed on the approved Construction Plans as prepared by Sharpe Engineering, Inc. 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.

OWNER:

Mr. Ralph Faranso, President
Rochester Wabash LLC
2100 Moss Glen
Commerce, MI 48390
Phone: (248) 730-1800

PROPERTY INFORMATION:

THIS Operations and Maintenance Manual covers the storm water systems located at the following subject property:

Part of the Southeast 1/4 of Section 27, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, being more particularly described as: Beginning at a point, due North, along the East line of said Section 27, 1843.43 feet from the Southeast corner of said Section 27; thence continuing South 89°59'20" West, 661.14 feet to the East line of "Eyster's Avon Gardens" (Liber 31, Page 46, O.C.R.); thence North 00°05'21" East, 258.10 feet along said East line; thence North 89°50'10" East, 200.00 feet; thence North 00°05'21" East, 200.00 feet to the center line of Wabash Road (Right of way varies); thence North 89°50'10' East, 460.43 Feet along said center line to the East line of Section 27; thence due South 459.86 feet along said East line to the point of beginning. Containing 263,285 square feet or 6.04 acres and subject to any easements or restrictions of record. Net acreage to future right of way line 4.98 acres.

STORMWATER MAINTENANCE EXHIBIT:

Exhibit 'B' of the Storm Water Maintenance Agreement is the Storm Water System Plan which provides a clear presentation of all components of the storm water system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm sewer pipes
- Storm sewer structures (manholes, inlets, catch basins, etc.)
- 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 and outlet control structures may need to be inspected by a practicing civil engineer familiar with their operation.

STORM WATER SYSTEMS MAINTENANCE:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater 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 stormwater 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 stormwater 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 for 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 *Agreement for Storm Water System Maintenance* for additional details.

General Maintenance Items:

Parking Lot Sweeping:

Routine sweeping of all paved surfaces provides a more attractive appearance and removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events. Parking lot sweeping should be performed quarterly or as necessary to limit sediment and trash build-up.

Grass Mowing and Maintenance:

Mowing requirements at a facility should be designed to the specific site conditions, grass types, and seasonal variations in a climate. Grassed areas require periodic fertilizing, de-thatching, and soil condition in order to maintain healthy growth. Provision will need to be made to reseed and reestablish grass cover in areas damaged by sediment accumulation stormwater flow, erosion, or other causes. Dead turf will need to be replaced after being discovered. Inspection of the grass areas and other landscaping features should be made annually.

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 stormwater 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 System Maintenance Items:

The following narratives give an overview of the maintenance requirements of the different components of the stormwater 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 sewer 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 impeded flow or restrict the devices from working properly. Both sides of the baffle wall and the restrictor pipe should be inspected for sediment build up. 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 removal of any debris, trash, or sediment from the structures and/or pipe, cleaning of the outlet control structure, and removal of any debris from the restrictor pipe.

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 rip-rap 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 areas that have eroded.

The basin should be inspected for healthy grass growth, side-slope erosion, and excessive sedimentation. The basin should be inspected during a wet weather event to ensure all aspects of the basin 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 basin.

Any invasive species should be removed from the basin. 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 basin.

Any resident complaints regarding the basin's aesthetics or operation should be investigated during inspections and wet weather operations.

The following pages include inspection checklists for the various devices and components listed above.

STORMWATER SEWER SYSTEM

DATE / TIME OF INSPECTION: _____

INSPECTOR: _____

MAINTENANCE TASKS AND SCHEDULE

MAINTENANCE ACTIVITIES	Catch Basins, Inlets, and Manholes	Storm Sewer Pipes	Rip-Rap	Buffer Strip	Frequency	Comments
MONITORING / INSPECTION						
Inspect for Sediment Accumulation	X	X			Annually	
Inspect for Floatables, dead vegetation, and debris	X	X		X	Annually and after major rainfall	
Inspect for erosion			X	X	Annually	
Inspect all components during wet weather and compare to as-built plans	X	X			Annually	
Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging, and misalignment	X	X			Annually	
PREVENTIVE MAINTENANCE						
Remove accumulated sediment	X	X			Annually or as needed	
Remove floatables, dead vegetation, and debris	X	X		X	Annually or as needed	
REMEDIAL ACTIONS						
Repair/stabilize areas of erosion			X	X	As Needed	
Structural Repairs	X	X			As Needed	
Make adjustments/repairs to ensure proper functioning	X	X	X		As Needed	

SUMMARY:

INSPECTOR'S REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

OUTLET CONTROL AND OVERFLOW STRUCTURES

DATE / TIME OF INSPECTION: _____

INSPECTOR: _____

MAINTENANCE TASKS AND SCHEDULE

MAINTENANCE ACTIVITIES	Structures	Outlet Pipes	Rip-Rap	Grates	Frequency	Comments
MONITORING / INSPECTION						
Inspect for Sediment Accumulation	X	X	X		Annually	
Inspect for Floatables, dead vegetation, and debris	X	X	X	X	Annually and after major rainfall	
Inspect for erosion			X		Annually	
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	Annually	
Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging, and misalignment	X	X			Annually	
PREVENTIVE MAINTENANCE						
Remove accumulated sediment	X	X	X		Annually or as needed	
Remove floatables, dead vegetation, and debris	X	X	X	X	Annually or as needed	
REMEDIAL ACTIONS						
Repair/stabilize areas of erosion			X		As Needed	
Structural Repairs	X	X			As Needed	
Make adjustments/repairs to ensure proper functioning	X	X	X	X	As Needed	

SUMMARY:

INSPECTOR'S REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

DETENTION BASIN

DATE / TIME OF INSPECTION: _____

INSPECTOR: _____

MAINTENANCE TASKS AND SCHEDULE

MAINTENANCE ACTIVITIES	Rip-Rap at Inlets	Rip-Rap at Outlet	Side-slopes and Banks	Buffer Strip	Basins	Frequency	Comments
MONITORING / INSPECTION							
Inspect for Sediment Accumulation	X	X			X	Annually	
Inspect for Floatables, dead vegetation, and debris	X	X	X	X	X	Annually and after major rainfall	
Inspect for erosion	X	X	X	X	X	Annually	
Inspect all components during wet weather and compare to as-built plans	X	X			X	Annually	
Inspect for invasive plant species			X	X	X	Annually	

PREVENTIVE MAINTENANCE

Remove accumulated sediment	X	X			X	Annually or as needed	
Remove floatables, dead vegetation, and debris	X	X	X	X	X	Annually or as needed	
Professional application of herbicide for invasive species that may be present			X	X	X		
Repair Erosion and/or reseed bare areas	X	X	X	X	X		

REMEDIAL ACTIONS

Repair/stabilize areas of erosion	X	X	X	X	X	As Needed	
Structural Repairs	X	X				As Needed	
Make adjustments/repairs to ensure proper functioning	X	X			X	As Needed	
Excavate and reshape Basin after major sediment removal (6"-12" or re-suspension of sediment apparent)					X		

SUMMARY:

INSPECTOR'S REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____