

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

This agreement is made on April 13, 2023, by First Baptist Church of Rochester, a Michigan Ecclesiastical Corporation, now known as First Baptist Church of Rochester, a Michigan non-profit corporation (“**Owner**”), whose address is 6377 Orion Road, Rochester Hills, MI 48306 and the CITY OF ROCHESTER HILLS (“**the City**”), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Owner owns and occupies the property described in attached **Exhibit A**; and

WHEREAS, the Owner 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 B**;

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 the Owner or the Owner’s 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. The Owner shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the detention basin as detailed in the Maintenance Plan attached as **Exhibit C**.

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.

3. **Action by City:** In the event the Owner or Owner's successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify the Owner or Owner's 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 the Owner or Owner's 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 First Baptist Church of Rochester :	Dallas Calvert, Director of Finance and Operations 6377 Orion Road Rochester Hills, MI 48306
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To the City:	Clerk City of Rochester Hills 1000 Rochester Hills Drive Rochester Hills, MI 48309
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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 Agreement:** This agreement shall be recorded at the Oakland County Register of Deeds.

First Baptist Church of Rochester, a Michigan Ecclesiastical Corporation, now known as First Baptist Church of Rochester, a Michigan non-profit corporation

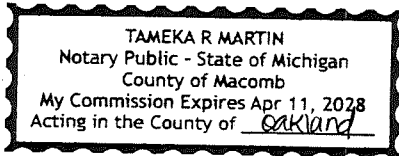
By: [Signature]
Print or type name: Dallas Calvert
Title: Director of Finance and Operations

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on April 13th, 2023 by Dallas Calvert, who is the Director of Finance and Operations of First Baptist church of Rochester, a Michigan Ecclesiastical Corporation, now known as First Baptist Church of Rochester, a Michigan non-profit corporation, on behalf of the corporation.



[Signature], notary public
Oakland County, Michigan
My commission expires: April 11, 2028

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 2023, by Bryan K. Barnett, Mayor, of the City of Rochester Hills, on behalf of the City.

: _____, notary public
_____ County, Michigan
My commission expires:

Drafted By
Adele Swann
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

When Recorded Return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

John Staran
Approved 5/1/23



SHARPE ENGINEERING, INC.

101 N. Washington St. • Oxford, Michigan 48371
248.877.2102 • jim@sharpe-engineering.com



Client	FIRST BAPTIST CHURCH OF ROCHESTER	Date	05/05/23
Address	6377 ORION RD	Job #	04.15.02
	ROCHESTER HILLS, MI 48306	SHEET #	1 OF 1

EXHIBIT A STORMWATER MAINTENANCE AGREEMENT

PROPERTY DESCRIPTION (VIA ALTA SURVEY):

PARCEL: 15-03-276-030

LAND IN THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 02°08' EAST 506.23 FEET FROM A POINT ON THE EAST AND WEST 1/4 LINE LOCATED NORTH 87°23' WEST 811.20 FEET FROM THE EAST 1/4 CORNER OF SECTION 3; THENCE NORTH 87°23' WEST 998.87 FEET TO THE CENTERLINE OF THE ORION ROAD; THENCE NORTH 26°25' WEST ALONG THE CENTERLINE OF THE ORION ROAD 244.62 FEET; THENCE SOUTH 87°23' EAST 1024.70 FEET; THENCE SOUTH 24°13' EAST 205.21 FEET; THENCE SOUTH 2°08' WEST 30.77 FEET TO THE POINT OF BEGINNING. CONTAINING 5.000 ACRES OF LAND BE THE SAME MORE OR LESS, AND PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 24°13' WEST 205.21 FEET, NORTH 2°08' EAST 537.00 FEET FROM A POINT ON THE EAST AND WEST 1/4 LINE LOCATED NORTH 87°23' WEST 811.20 FEET FROM THE EAST 1/4 CORNER OF SECTION 3; THENCE NORTH 87°23' WEST 1024.70 FEET TO THE CENTERLINE OF THE ORION ROAD; THENCE NORTH 26°25' WEST ALONG THE CENTERLINE OF SAID ORION ROAD 376.06 FEET; THENCE SOUTH 87°24' EAST 89.72 FEET; THENCE SOUTH 39°52' EAST 95.02 FEET; THENCE SOUTH 87°50' EAST 918.80 FEET; THENCE SOUTH 24°13' EAST 298.07 FEET TO THE POINT OF BEGINNING.

EXCEPT: ALL PART OF THE FOLLOWING DESCRIBED TRACT "A" WHICH LIES SOUTHWESTERLY OF A LINE 60 FEET NORTHEASTERLY OF MEASURED AT RIGHT ANGLES AND PARALLEL TO THE CENTER LINE OF ORION ROAD AS DEFINED IN SAID TRACT "A".

TRACT "A": PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 24°13' WEST, 205.21 FEET, NORTH 02°08' EAST 537.00 FEET FROM A POINT ON THE EAST AND WEST 1/4 LINE LOCATED NORTH 87°23' WEST, 811.20 FEET FROM THE EAST 1/4 CORNER OF SECTION 3; THENCE NORTH 87°23' WEST 1024.70 FEET TO THE CENTERLINE OF ORION ROAD; THENCE NORTH 26°25' WEST ALONG THE CENTERLINE OF SAID ORION ROAD 376.06 FEET; THENCE SOUTH 87°24' EAST 89.72 FEET; THENCE SOUTH 39°52' EAST 95.02 FEET; THENCE SOUTH 87°50' EAST 918.80 FEET; THENCE SOUTH 24°13' EAST 298.07 FEET TO THE POINT OF BEGINNING.

ALSO:

PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE EAST AND WEST 1/8TH LINE LOCATED NORTH 86°37' WEST 859.16 FEET FROM THE EAST 1/8TH CORNER OF THE NORTHEAST 1/4 THENCE SOUTH 2°08' WEST 736.70 FEET; THENCE NORTH 24°13' WEST 412.67 FEET; THENCE NORTH 14°36'30" WEST 405.73 FEET TO THE EAST AND WEST 1/8TH LINE; THENCE SOUTH 86°37' EAST ALONG THE 1/8TH LINE 292.54 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIPTION (VIA TAX DESCRIPTION):

PART OF THE NE 1/4, T-3-N, R-11-E, SECTION 3, CITY OF ROCHESTER HILLS, OAKLAND COUNTY MICHIGAN, BEGINNING AT A POINT DISTANT N 87-23-00 W 811.20 FEET & N 02-08-00 E 506.23 FEET FROM THE EAST 1/4 CORNER OF SECTION 3; THENCE N 87-23-00 W 998.87 FEET; THENCE N 26-25- 00 W 620.68 FEET; THENCE S 87-24-00 E 89.72 FEET; THENCE S 39-52-00 E 95.02 FEET; THENCE S 87-50-00 E 918.80 FEET; THENCE S 24-13-00 E 503.28 FEET; THENCE S 02-08-00 W 30.77 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN FOR ORION RD, AND ALSO BEGINNING AT A POINT DISTANT N 02-08-00 E 539.46 FEET & N 87-33-30 W 811.20 FEET & N 24-12-54 W 107.63 FEET FROM THE EAST 1/4 CORNER OF SECTION 3; THENCE N 24-12-54 W 395.64 FEET; THENCE N 14-36-30 W 405.73 FEET; THENCE S 86-37-00 E 292.54 FEET; THENCE S 02-08-00 W 736.70 FEET TO THE POINT OF BEGINNING, COMBINED TO CONTAIN 13.62 ACRES.

Approved
<i>JWS</i>
City of Rochester Hills
05/10/2023 7:56:09 AM

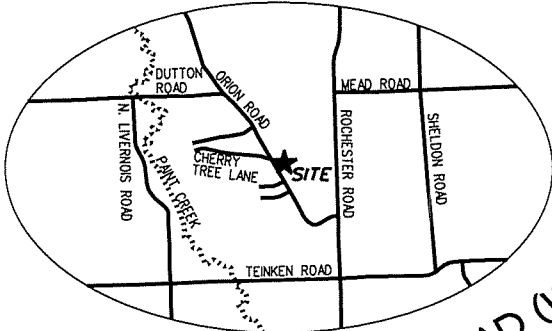


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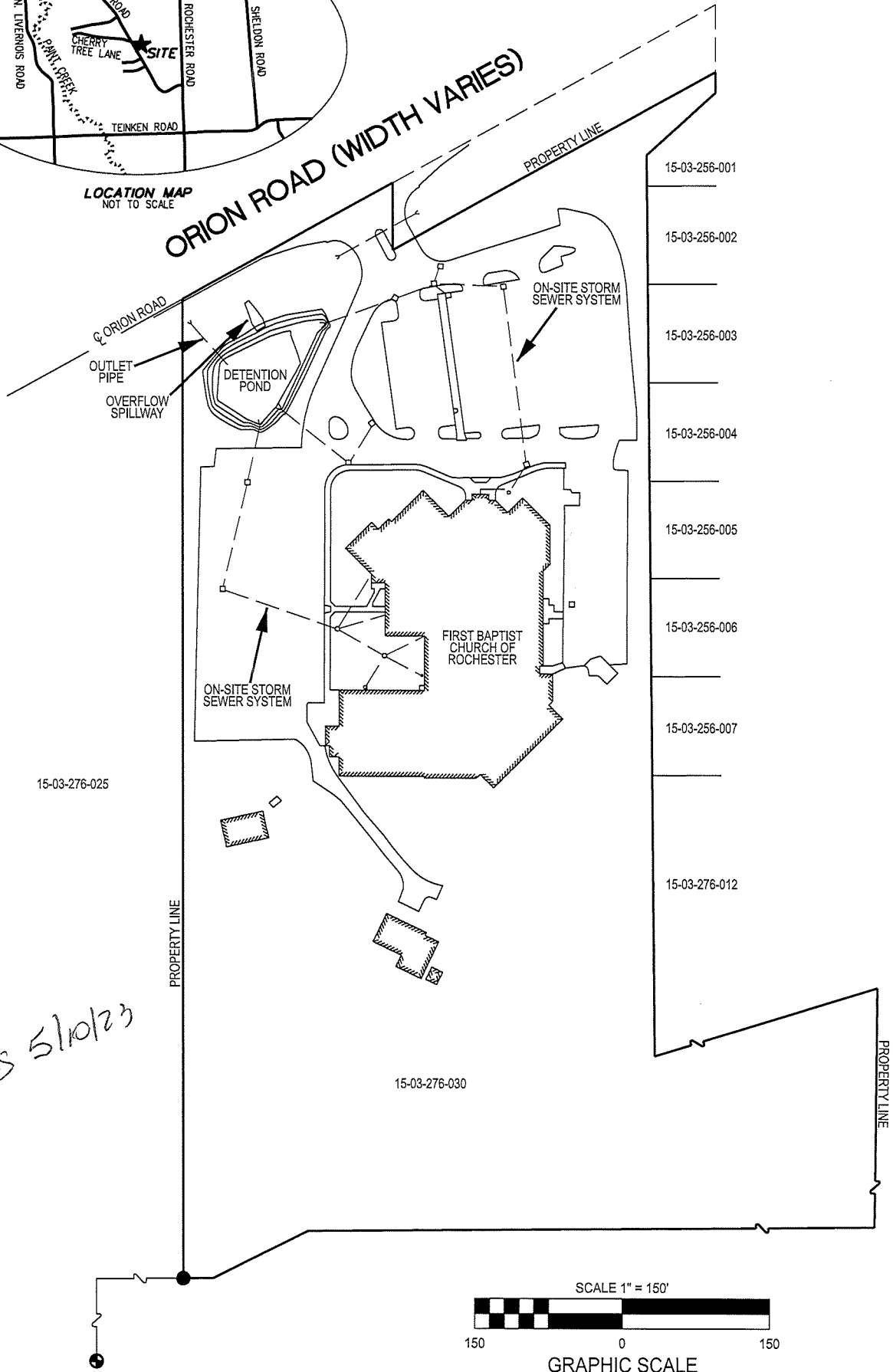


Client	FIRST BAPTIST CHURCH OF ROCHESTER	Date	05/05/23
Address	6377 ORION RD	Job #	04.15.02
	ROCHESTER HILLS, MI 48306	SHEET #	1 OF 1

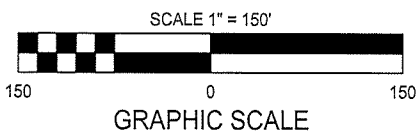
EXHIBIT B STORMWATER MAINTENANCE AGREEMENT



LOCATION MAP
NOT TO SCALE



*ok
ARS 5/10/23*





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Client FIRST BAPTIST CHURCH OF ROCHESTER Date 05/05/23
 Address 6377 ORION RD Job # 0405.02
ROCHESTER HILLS, MI 48306 SHEET # _____

EXHIBIT C

STORMWATER MAINTENANCE AGREEMENT

STORMWATER SYSTEM MAINTENANCE SCHEDULE

MONITORING / INSPECTION

	STRUCTURES	STORM SEWER PIPES	DETENTION POND	OVERFLOW SPILLWAY	FREQUENCY
INSPECT FOR SEDIMENT ACCUMULATION	X	X	X	X	ANNUALLY
INSPECT FOR FLOATABLES, DEAD VEGETATION AND DEBRIS	X	X	X	X	ANNUALLY AND AFTER ALL 10 YR STORM EVENTS
INSPECT FOR EROSION			X		ANNUALLY
INSPECT ALL COMPONENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS	X	X	X	X	BI-ANNUALLY (EVERY 2 YEARS)
INSPECT INSIDE OF STRUCTURES AND PIPES FOR CRACKS, SPALLING, JOINT FAILURE, SETTLEMENT, SAGGING, AND MISALIGNMENT	X	X			BI-ANNUALLY (EVERY 2 YEARS)

PREVENTIVE MAINTENANCE

REMOVE ACCUMULATED SEDIMENT	X	X	X	X	ANNUALLY OR SOONER IF NEEDED
REMOVE FLOATABLES, DEAD VEGETATION AND DEBRIS	X	X	X	X	ANNUALLY OR SOONER IF NEEDED
REPAIR / STABILIZE AREAS OF EROSION			X		AS NEEDED
PERFORM STRUCTURAL REPAIRS	X	X	X	X	AS NEEDED
MAKE ADJUSTMENTS/REPAIRS TO ENSURE PROPER FUNCTIONING	X	X	X	X	AS NEEDED

*OK ALS
5/10/23*