AGREEMENT FOR MAINTENANCE OF STORM WATER DETENTION SYSTEM

This agreement is made on July 1st, 2025, by Auburn Road 3600, LLC a Michigan limited liability company whose address is 215 Montmorency, Rochester Hills, MI 48307, ("Owner") 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, Owner has proposed, and the City has approved, a storm water drainage and detention system (the system) 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 any and all water conveyance, detention and water quality treatment facilities and devices, storm sewer pipe, catch basins, manholes, and swales, 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 Owner, or Owner's successors, grantees or assigns, in writing that it is no longer necessary to use the detention system 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. Owner shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof as detailed in the Maintenance Plan attached as **Exhibit C**.

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

3. **Action by City:** In the event 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 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 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 party set forth below, or to such other addresses as such party may notify the other parties in writing:

To Auburn Road 3600, LLC (Owner): **Attn: Max Neidzwiecki**
3341 Grantham Court
Oakland, MI 48363

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

Auburn Road 3600, LLC
~~3600 Auburn, LLC~~

By: _____

Print or type name: Max Niedzwiecki

Title: ~~Partner~~ Member/Owner

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on July 1st, 2025,

by Max Niedzwiecki, who is the ~~Partner~~ Member

of ~~3600 Auburn, LLC~~, a ***Michigan limited liability company,*** on behalf of the Company.
Auburn Road 3600, LLC

WENDY MALY
NOTARY PUBLIC
COUNTY OF LIVINGSTON
My Commission Expires
August 17, 2027
Acting in the County of
Oakland
STATE OF MICHIGAN

_____, notary public
Livingston County, Michigan
My commission expires: August 17, 2027
Acting in Oakland

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 20___,

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:
James Sharpe
Sharpe Engineering, Inc.
101 N. Washington
Oxford, MI 48371

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

R. Dan Christ
Approved 8/7/25

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

Client 3600 AUBURN, LLC
Address 13341 GRANTHAM COURT
OAKLAND, MI 48363

Date 6/30/2025
Job # 072.01.02
SHEET # 1 OF 1

EXHIBIT "A"

Approved
SB
City of Rochester Hills
08/06/2025

PROPERTY DESCRIPTION:

PARCEL: 15-30-376-032

A PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT SOUTHWEST CORNER OF SAID SECTION 30, N89°08'46"E, 1424.78 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF AUBURN ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING N89°08'46"E, 457.22 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF AUBURN ROAD TO THE SOUTHWEST CORNER OF ROCHESTER HILLS CORPORATE CENTER SUBDIVISION AS RECORDED IN L.193 OF PLATS, P.32-35, OAKLAND COUNTY RECORDS; THENCE N02°56'39"W, 793.89 FEET; THENCE S89°06'28"W, 393.53 FEET; THENCE S02°56'39"E, 240.00 FEET; THENCE S89°06'28"W, 156.68 FEET; THENCE S02°56'39"E, 460.53 FEET ALONG THE EAST LINE OF WHEATON & WORRALL'S AVON HILLS ESTATES NO. 1, AS RECORDED IN L.40 OF PLATS, P.31, OAKLAND COUNTY RECORDS AND THE CENTERLINE OF YORK RD. (60 FEET WIDE); THENCE S46°53'37"E, 133.90 FEET TO THE POINT OF BEGINNING. CONTAINING 394,522.81 SQUARE FEET OR 9.057 ACRES OF LAND MORE OR LESS. TOGETHER WITH THE RIGHTS OF THE PUBLIC OVER YORK ROAD AND AUBURN ROAD ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD, IF ANY.

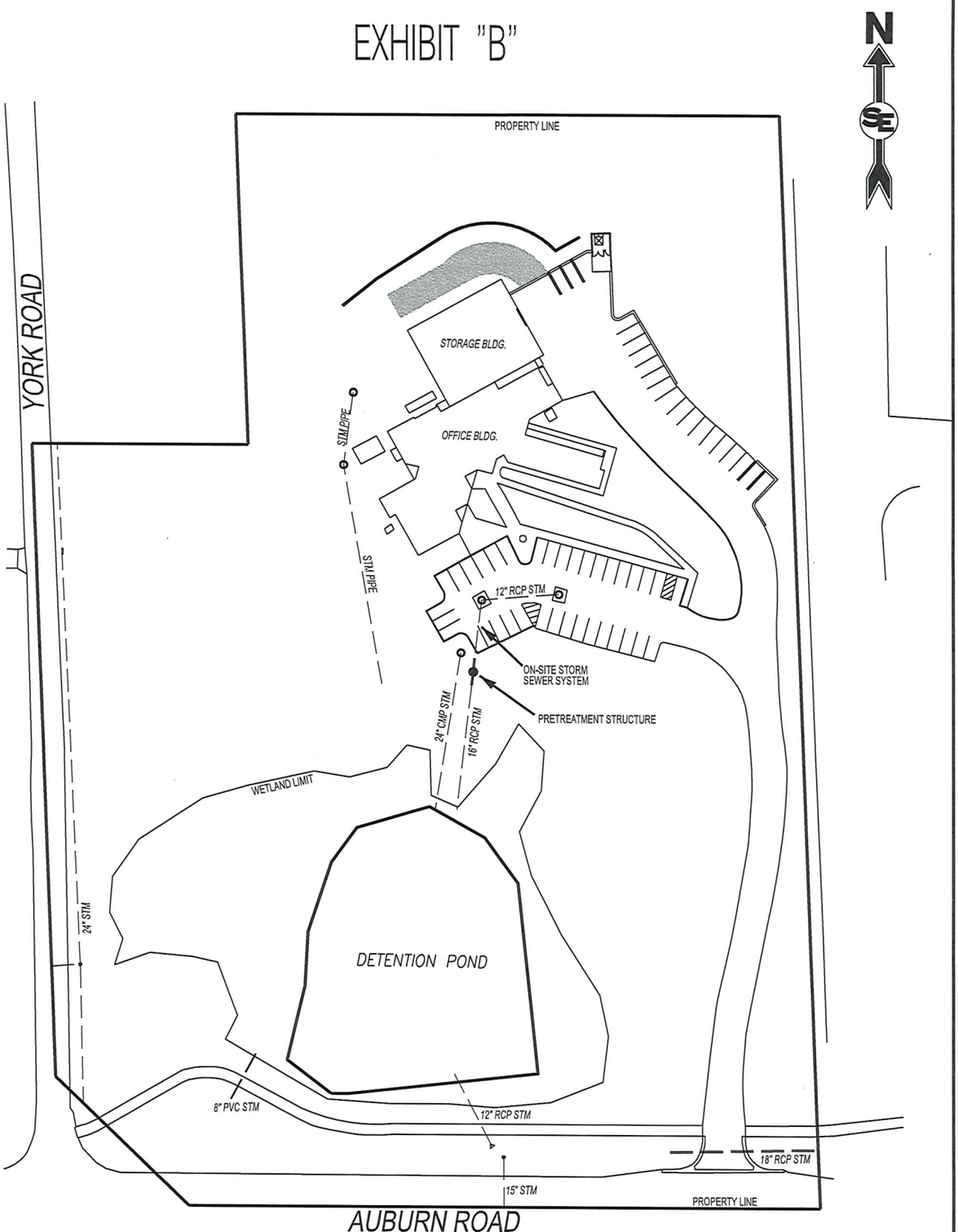
COMMONLY KNOWN AS: 3600 AUBURN ROAD, ROCHESTER HILLS, MI 48307

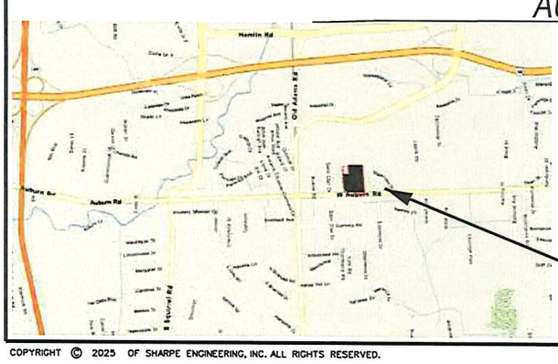
SHARPE ENGINEERING, INC.
101 N. Washington St. • Oxford, Michigan 48371
248.877.2102 • jim@sharpe-engineering.com

Client 3600 AUBURN, LLC
Address 13341 GRANTHAM COURT
OAKLAND, MI 48363

Date 6/30/2025
Job # 072.01.02
SHEET # 2 OF 3

EXHIBIT "B"





SITE LOCATION

SCALE 1" = 100'
100 0 100
GRAPHIC SCALE

JK
ARS 8/11/25

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

Client 3600 AUBURN, LLC
Address 13341 GRANTHAM COURT
OAKLAND, MI 48363

Date 6/30/2025
Job # 072.01.02
SHEET # 3 OF 3

EXHIBIT "C"

STORM WATER MANAGEMENT SYSTEM - PERMANENT MAINTENANCE

DATE/TIME OF INSPECTION: _____

INSPECTORS: _____

PERMANENT POST-CONSTRUCTION MAINTENANCE TASK AND SCHEDULE

MONITORING / INSPECTION	CATCH BASINS, MANHOLES, STORM PIPING	DETENTION POND & OUTLET STRUCTURE	FREQUENCY
INSPECT FOR SEDIMENT ACCUMULATION / CLOGGING	X	X	ANNUALLY
INSPECT FOR FLOATABLES, DEAD VEGETATION AND DEBRIS	X	X	ANNUALY & AFTER MAJOR EVENTS
INSPECT FOR EROSION & INTEGRITY OF SYSTEM		X	ANNUALY & AFTER MAJOR EVENTS
INSPECT ALL COMPONENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS	X	X	ANNUALLY
ENSURE MEANS OF ACCESS FOR MAINTENANCE REMAIN 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
CLEAN / STREET SWEEPING OF PAVED SURFACES			AS NEEDED

REMEDIAL ACTIONS			
REPAIR / STABILIZE AREAS OF EROSION		X	AS NEEDED
REPLACE DEAD PLANTINGS, BUSHES, AND TREES		X	AS NEEDED
RESEED BARE AREAS		X	AS NEEDED
STRUCTURAL REPAIRS	X	X	AS NEEDED
MAKE ADJUSTMENTS / REPAIRS TO ENSURE PROPER FUCNTIONING	X	X	AS NEEDED
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES	X	X	AS NEEDED
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE, AND REPAIRS	X	X	AS NEEDED

NOTE: MANUFACTURED PRETREATMENT STRUCTURE TO BE CLEANED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION; AT A MINIMUM, WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES, OR IF SEDIMENT RESUSPENSION IS OBSERVED.

SUMMARY:

INSPECTORS REMARKS: _____

_____

_____

_____

_____

OVERALL CONDITION OF FACILITY: _____

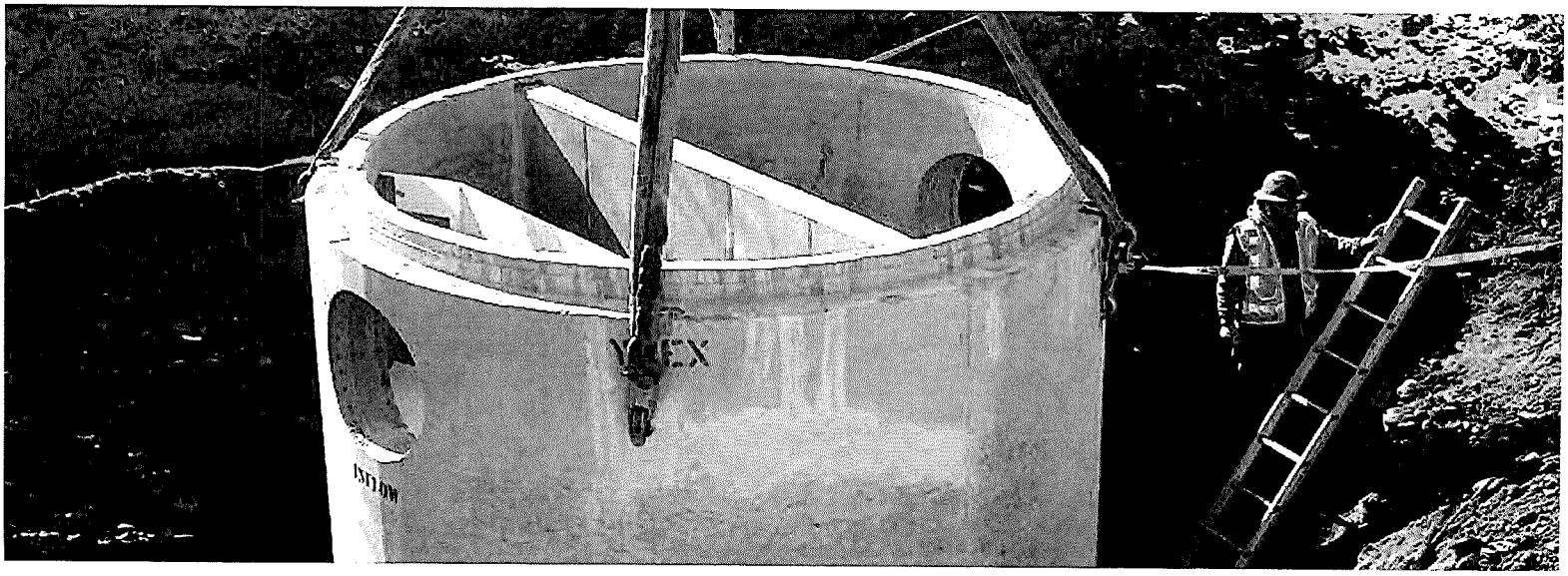
RECOMMENDED ACTIONS NEEDED: _____

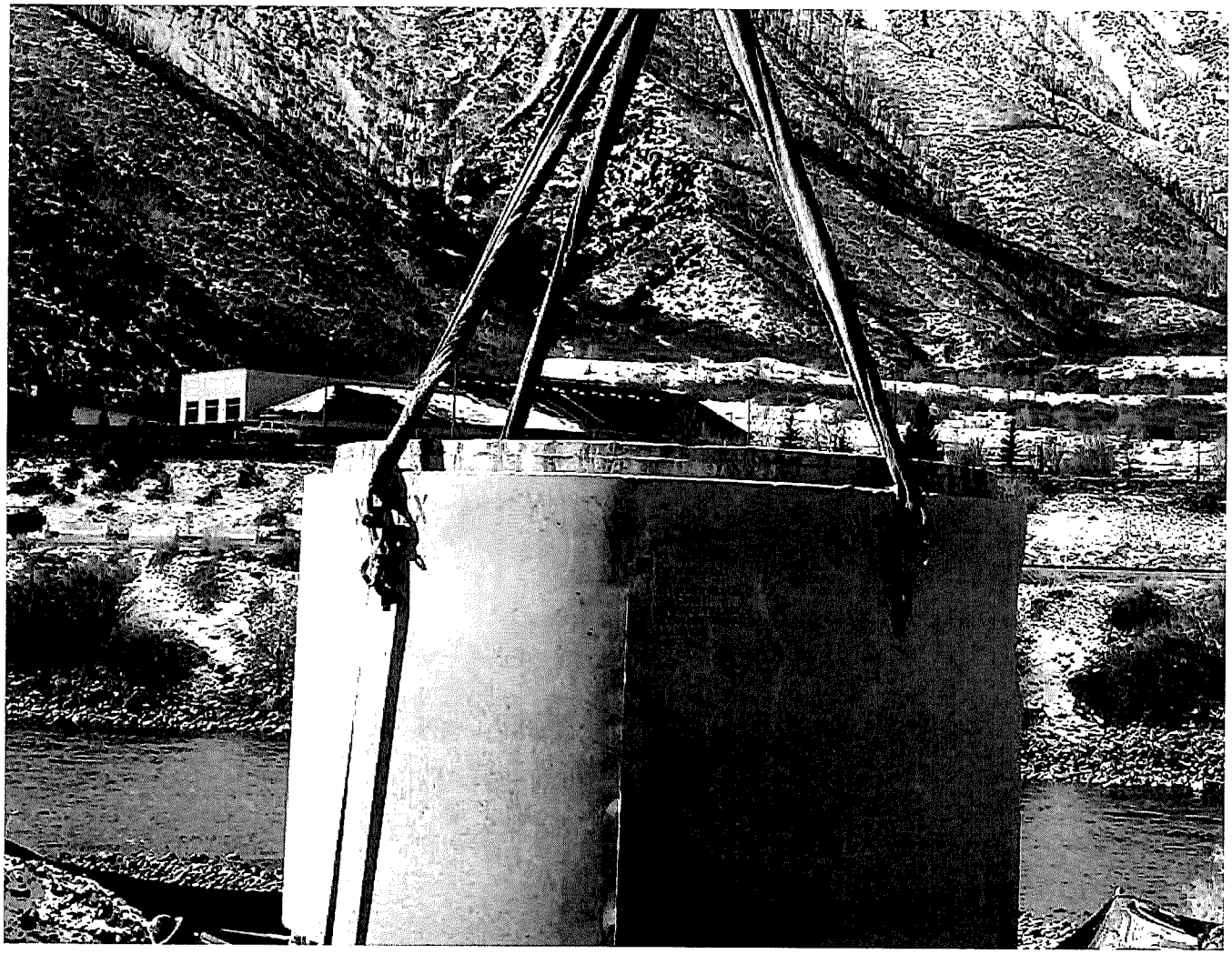
DATES AND MAINTENANCE MUST BE COMPLETED BY: _____

OK ARS
8/1/25

CONTECH®
ENGINEERED SOLUTIONS

SciCloneX®
Hydrodynamic Separator





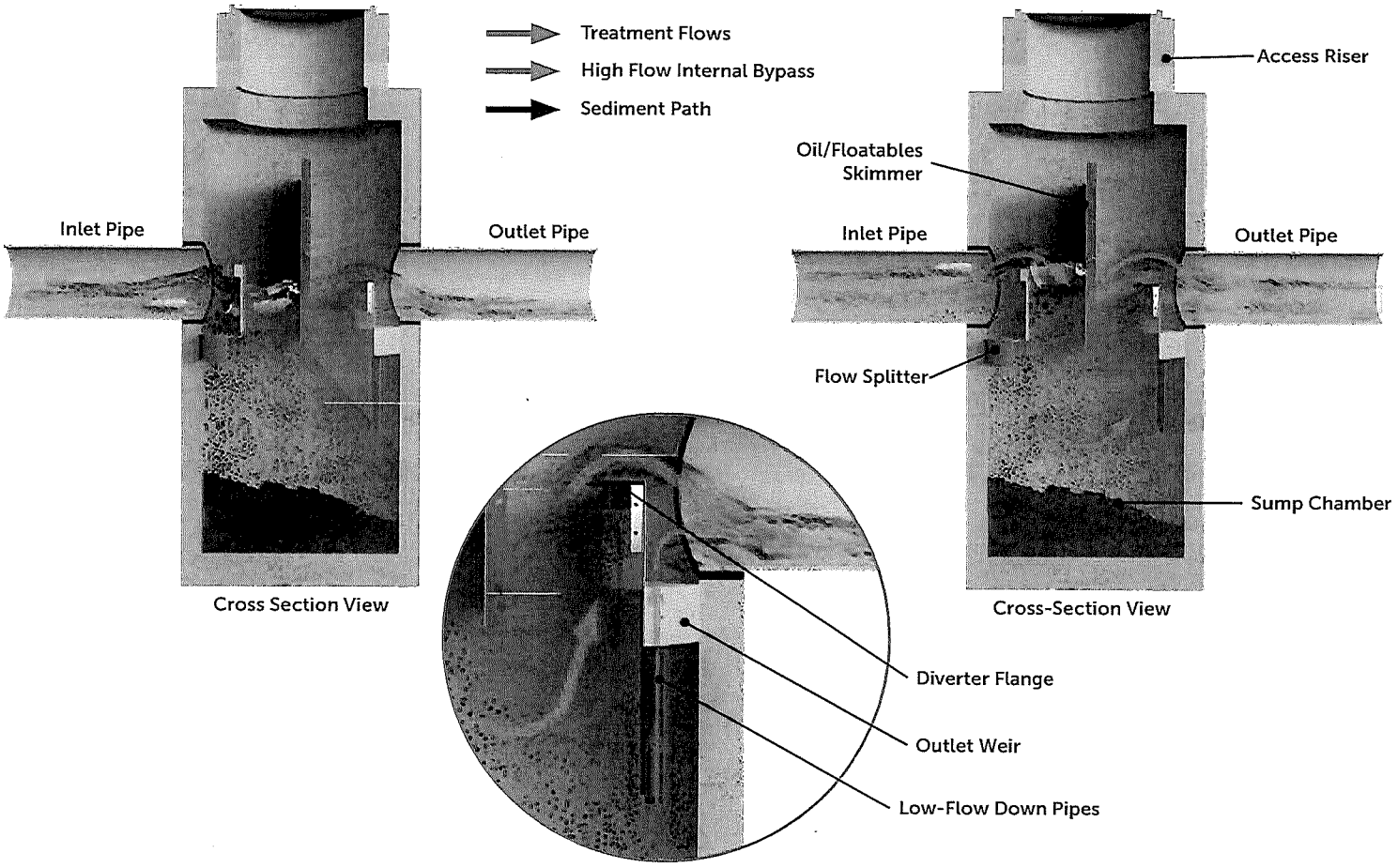
Best-in-Class Load Rating – SciCloneX® Hydrodynamic Separator

The SciCloneX Hydrodynamic Separator provides an industry leading hydraulic loading rate and improved performance while maintaining cost-effective design features.

The SciCloneX ushers in a new era for hydrodynamic separators. The upgraded design has achieved an industry-leading hydraulic loading rate and improved performance in comparison to other NJDEP certified HDS devices, while maintaining the cost-effective design features customers require.

The SciCloneX is designed to capture and retain sediment, trash, and hydrocarbons, accepts inlet pipes from multiple angles, and comes equipped with an internal bypass. The SciCloneX is manufactured from high-density polyethylene components which are non-corrosive and extremely durable. This comprehensive system is the ultimate combination of reliability and cost-effective hydrodynamic separation.

How the SciCloneX® Works



1. The SciCloneX Separator's inlet flow splitter redirects inlet flows away from the center of the chamber in two directions along the system's perimeter creating two swirling vortexes.
2. Free oils and other floatables are trapped by the baffle wall.
3. Fine sediment settles down to the bottom of the sump chamber, maximizing sediment collection.
4. As water passes under the oil/floatables skimmer, flows either travels upward to the crest of the outlet weir and diverter flange or through the low-flow down pipes. By distributing a portion of the flow away from the outlet weir, the velocity is reduced to enhance settling of finer sediment.

The SciCloneX provides an industry leading loading rate

SciCloneX® Features and Benefits

FEATURE	BENEFIT
Unique inlet flow splitter and outlet weir	Best-in-class loading rate; reduced system size and costs
100% Non-corrosive components	Reliability and a long service life
Internal high-flow bypass	Eliminates the need for a separate bypass structure
Clear access to sump and stored pollutants	Fast, easy maintenance

APPLICATION TIPS

- Look for systems that provide higher loading rates to reduce size and costs.
- Pretreating detention, infiltration, and green infrastructure practices with a hydrodynamic separator can protect downstream structures and provide for easy maintenance.

SciCloneX® System Sizing

MODEL #	DIAMETER (FT)	TREATMENT FLOW RATE 50% TSS REMOVAL (CFS)[1]	TREATMENT FLOW RATE 80% TSS REMOVAL (CFS)[2]	SURFACE AREA (SF)
SCX-4	4	1.82	1.66	12.6
SCX-5	5	2.81	2.59	19.6
SCX-6	6	4.09	3.74	28.3
SCX-8	8	7.27	6.65	50.2
SCX-10	10	11.36	10.37	78.5

1 Based on a verified surface area specific hydraulic loading rate of 64.9 gpm/ft² for test sediment with a median particle size of 75 µm and an annualized weighted TSS removal of at least 50% using the method specified in the NJDEP HDS Protocol.

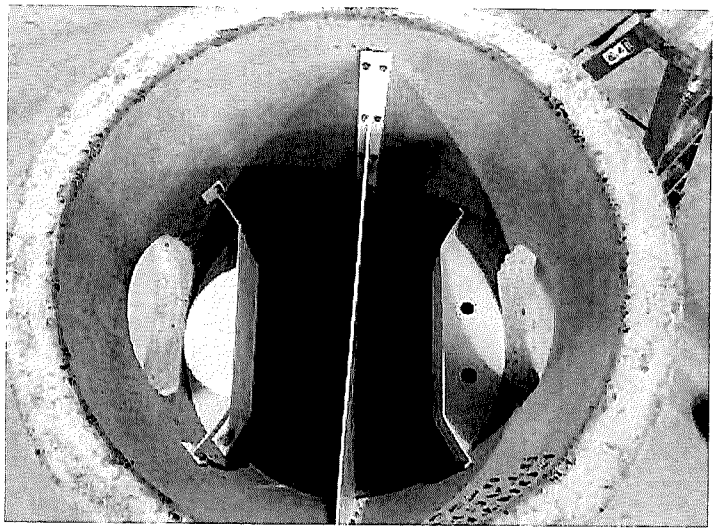
2 Based on a verified surface area specific hydraulic loading rate of 59.3 gpm/ft² for test sediment with a median particle size of 110 µm and an annualized weighted TSS removal of at least 80%. NJCAT verified.

Alternative sizing approaches are available to meet local jurisdictional requirements.

SciCloneX® Applications

SciCloneX is commonly used in the following stormwater applications:

- Stormwater quality control – trash, debris, sediment, and hydrocarbon removal
- Urban retrofit and redevelopment
- Inlet and outlet protection
- Pretreatment for filtration, detention/infiltration, bioretention, rainwater harvesting systems, and Low Impact Development designs

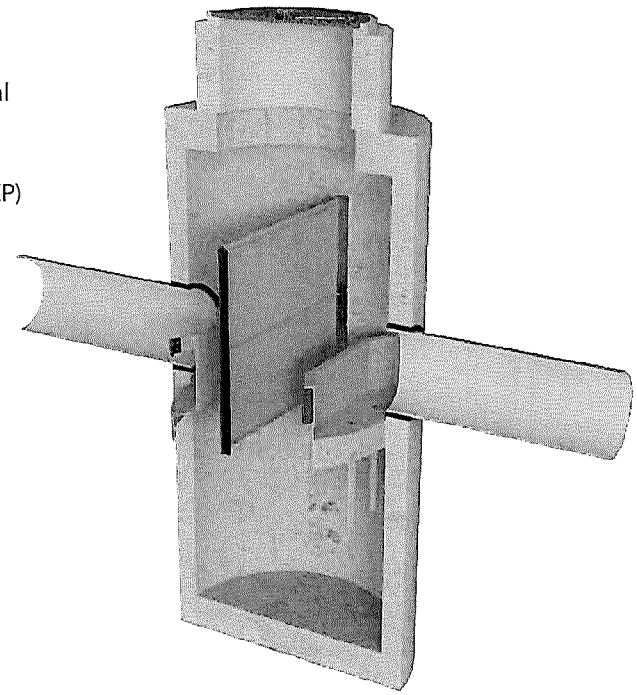


SciCloneX offers highest NJDEP certified hydraulic loading rate at 64.9 gpm/ft²

Select SciCloneX® Approvals

SciCloneX is approved through numerous local, state and federal verification programs, including:

- New Jersey Department of Environmental Protection (NJDEP)
- New Jersey Department of Environmental Protection (NJDEP) Scour Testing
- New Jersey Corporation for Advanced Technology (NJCAT) Verification

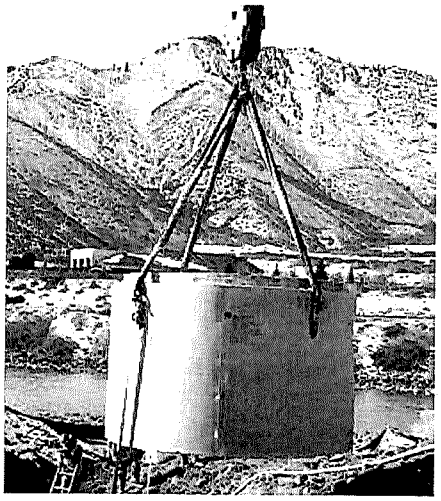


A breakthrough system for underground storage treatment

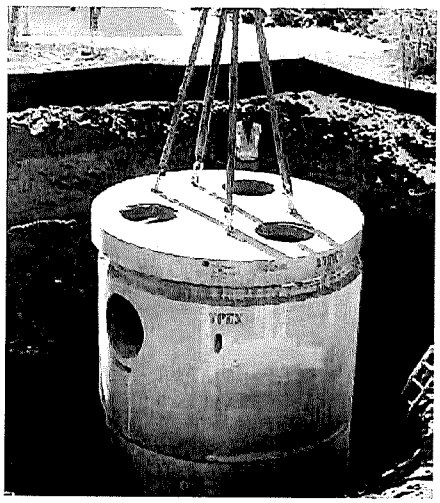
Select SciCloneX® Installation

Installation of the SciCloneX Separator is quick and easy. The system is composed of a base section, a middle riser with holes for pipe connections and internals preinstalled, a top, risers to bring access to finish surface, and access covers. Installation of the system follows the same procedures as a standard manhole installation.

Step 1: Install the base section.



Step 2: Lift and place middle riser.



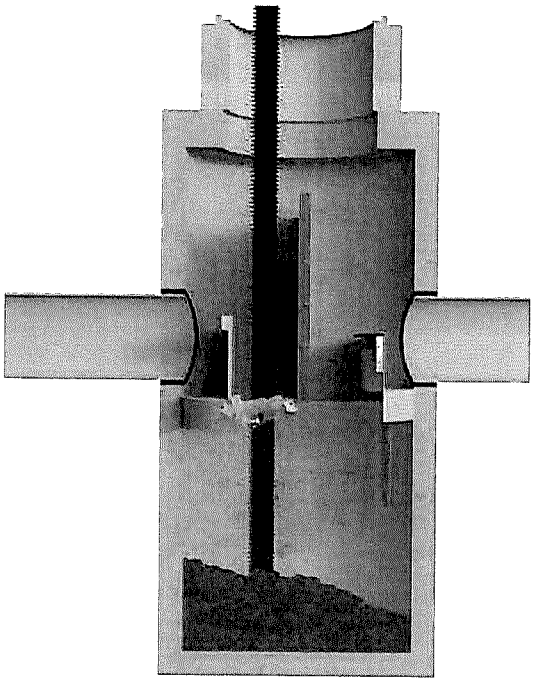
Step 3: Place top slab with access holes.

SciCloneX® Maintenance

The entire sump is accessible and can be viewed from the finished surface, and is completely open from the top to bottom.

The system can be accessed from both sides of the baffle wall, providing unobstructed access to stored pollutants, making it easy to maintain using a vacuum truck, with no requirement to enter the unit.

Contech has a network of Certified Maintenance Providers to provide maintenance on SciCloneX and other stormwater BMP's.



The entire sump of the SciCloneX is accessible and can be viewed from the finish surface.