

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

This agreement is made on April 29<sup>th</sup>, 2026, by JPR Holdings RH LC (“Owner”) a Michigan limited liability company, whose address is 66 Goldengate St., Lake Orion, MI 48362 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 each party set forth below, or to such other addresses as such party may notify the other parties in writing:

To JPR Holdings RH LC :

Jean Pierre Rasaiah

66 Goldengate St.

Lake Orion, MI 48362

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.

JPR Holdings RH LC

By: [Signature]

Print or type name: Jean Pierre Rasaiah

Title: President

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

STATE OF MICHIGAN  
COUNTY OF Oakland

This agreement was acknowledged before me on 29<sup>th</sup> April, 2026,  
by Jean Pierre Rasaiah, who is the President  
of JPR Holdings RH LC a (Michigan) (limited  
liability company, or corporation, etc.), on behalf of the company

K. Portugal, Notary Public  
County of Oakland, State of Michigan  
My Commission Expires February 25, 2030  
[Signature]  
K. Portugal, notary public  
Oakland County, Michigan  
My commission expires: 02/25/2030

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on \_\_\_\_\_, 2026,  
by Bryan K. Barnett, Mayor, of the City of Rochester Hills, on behalf of the City.

Drafted By:  
(Person's Name & Address)  
Philip Nicholson  
1750 W. Hamlin Rd.  
Rochester Hills, MI  
48309

\_\_\_\_\_  
notary public  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_

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

P. Dan Christ  
Approved 5/17/26

# Exhibit A

## LEGAL DESCRIPTION

### LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 21, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 21; THENCE N86°12'04"E 642.01 ALONG THE SOUTH LINE OF SECTION 21 AND THE CENTERLINE OF HAMLIN RD TO THE POINT OF BEGINNING ON THE SOUTHEASTERLY LINE OF THE FORMER GT&W / CN RAILROAD ROW (100 FEET WIDE); THENCE ALONG SAID ROW THE FOLLOWING TWO COURSES, N56°26'19"E 399.88 FEET; THENCE 343.86 FEET ALONG A CURVE TO THE LEFT, RADIUS 5685.71 FEET; WITH A CHORD BEARING N54°42'19"E 343.80 FEET; THENCE S00°01'04"W 378.97 FEET; THENCE S86°12'04"W 615.06 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 60 FEET FOR HAMLIN RD ROW.

CONTAINING 1.83 ACRES OF LAND RESERVING ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

#15-21-376-008

Approved  
SB  
City of Rochester Hills  
05/12/2026



**ENGINEERS**  
NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (844) 416-3364  
FAX. (248) 332-8257  
WWW.NFE-ENGR.COM

PREPARED FOR:

JPR HOLDINGS RH LC

SCALE  
N.T.S.

DATE  
05-05-2026

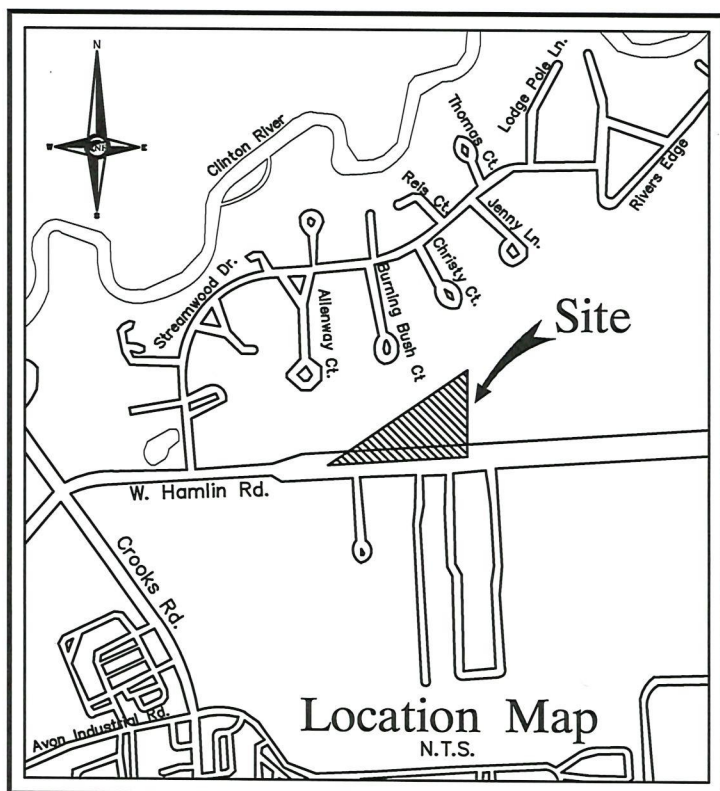
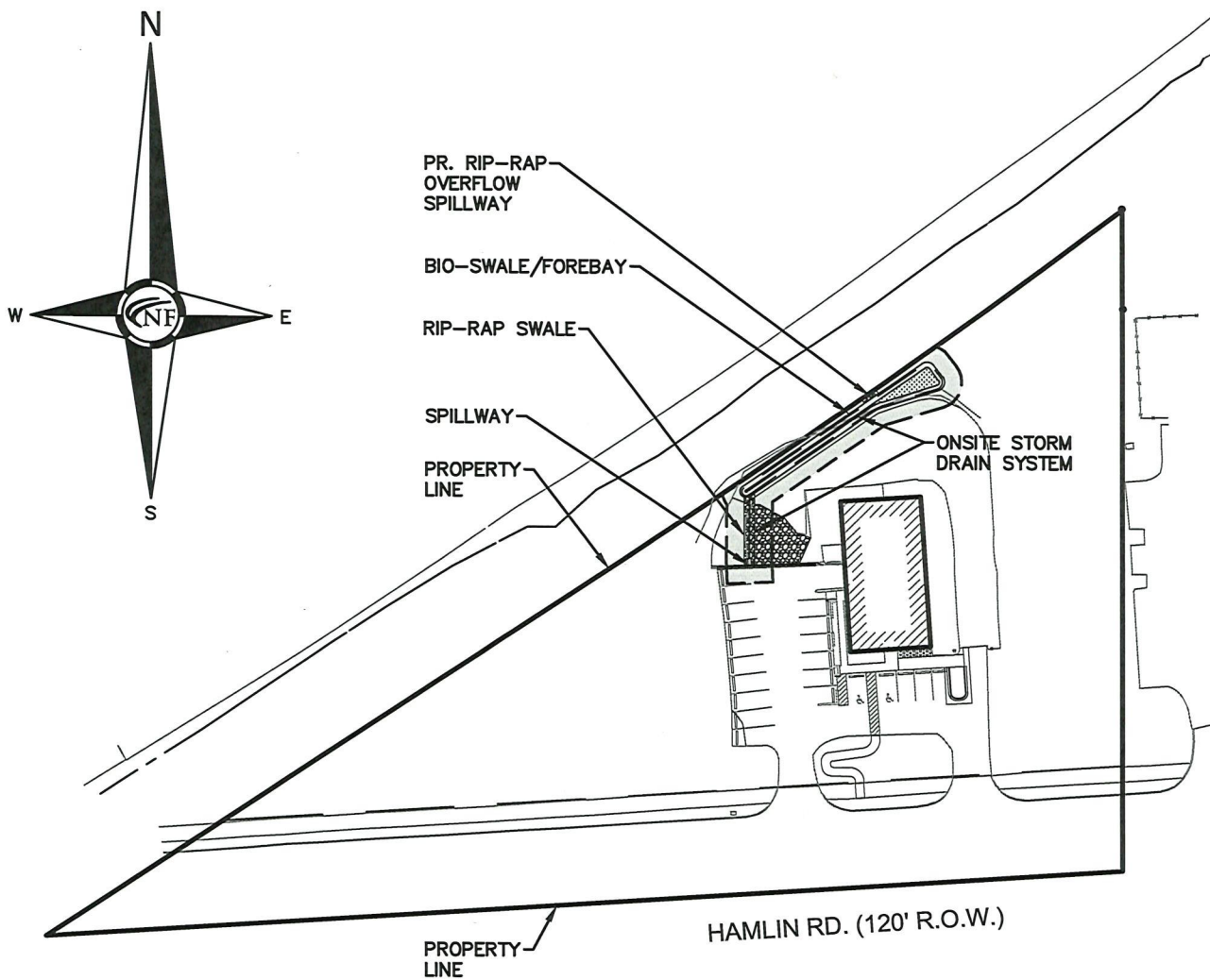
DRAWN  
MH

JOB NO.  
O831

SHEET  
1 of 1

# Exhibit B

## STORM WATER MANAGEMENT AGREEMENT STORM WATER MANAGEMENT SKETCH SYSTEM



Adele Swann  
Approved 5/7/26



**ENGINEERS**  
NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (844) 416-3364  
FAX. (248) 332-8257  
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PREPARED FOR:  
JPR HOLDINGS RH LC

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	05-05-2026	MH	O831	1 of 1

# Exhibit C

## LONG TERM MAINTENANCE PLAN

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS			FREQUENCY
	Storm Collection System (Rip Rap Swale)	Bio-Retention System	Pavement and Lawn Areas	
Inspect for Sediment Accumulation/Clogging*	X	X		Annually
Inspect For Floatables, Dead Vegetation & 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 & Compare to As-Built Plans	X	X		Annually
Ensure Maintenance Access Remains Open/Clear	X	X		Annually
Remove Accumulated sediments*	X	X		As Needed
Remove Floatables, Dead Vegetation & Debris	X	X	X	As Needed
Maintain Vegetation Growth and Prevent Invasive Species		X		As Needed
Sweeping of Paved Surfaces			X	As Needed
Repair/Stabilize Areas of Erosion	X	X	X	As Needed
Replace Dead Plantings & Reseed Bare Areas		X	X	As needed
Structural Repairs	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	As Needed
Apply City-Approved Herbicide to Mitigate Inv. Species		X		As Needed

<b>PROJECT:</b> 4D Systems 1750 W. Hamlin Rd. City of Rochester Hills Oakland County, Michigan	<b>PROPERTY OWNER:</b> JPR Holdings RH LC 66 Goldengate St. Lake Orion, MI 48362 Contact: Jean Pierre Rasaiah	<b>ENGINEER:</b> Nowak & Fraus Engineers 46777 Woodward Ave. Pontiac, MI 48342-5032 Phone: (248) 332-7931 Fax: (248) 332-8257
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OK ARS  
5/7/26

**ENGINEERS**  
 NOWAK & FRAUS ENGINEERS  
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PREPARED FOR:  
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SCALE      DATE      DRAWN      JOB NO.      SHEET  
 N.T.S.      05-05-2026      MH      O831      1 of 1