

STORMWATER OPERATION AND MAINTENANCE AGREEMENT

This Stormwater Operation and Maintenance Agreement (the "Agreement") is executed this ____ day of ___, 2024 between the Village of Pinckney, a Michigan Village, whose address is 220 S. Howell, Pinckney, Michigan 48169 (the "Village") and Lakeland Knoll Association, a Michigan nonprofit corporation, ("Co-Owner Association") and Progressive Properties Inc. and Pinckney Sand & Gravel, Inc. ("Owners/Developer"), of P.O Box 2709, Southfield, MI 48037.

RECITALS

- A. The Owners are the owners of the real property located in the Village which is legally described on attached Exhibit A and incorporated by reference herein (the "Property") (Parcel ID Nos. 4714-22-200-004 and 4714-22-200-005 to be combined as 4714-22-200-011). The property comprises approximately 57.7 acres of land.
- B. The Property is zoned R-3 (High Density Residential District). The Owners have requested approval from the Village to improve the property by construction of a new Residential Open Space Condominium Development (the "Project").
- C. The Village has reviewed the proposed Special Use Permit and Site Plan and during the Village of Pinckney's consideration of the Project, identified areas including the potential for stormwater drainage and stormwater detention.
- D. The Village's Zoning Ordinance requires that an owner seeking Final Site Plan approval must provide the Village with an Operation and Maintenance Agreement ensuring the reasonable long-term maintenance of drainage facilities constructed in accordance with a development project.
- E. The Village's Engineer has indicated that the stormwater drainage facilities and systems, as detailed in the plans prepared by Livingston Engineering and dated June 4, 2024 are adequate, provided that the Owner executes an agreement for the ongoing maintenance of the referenced stormwater drainage facilities as described and detailed in the plans prepared by Livingston Engineering and dated June 4, 2024.
- F. Following its hearing and review, the Planning Commission recommended approval of the Final Site Plans with conditions for the Project on May 6, 2024, and the Village Council approved the Project with conditions at its June 10, 2024 meeting.

The Owner acknowledges and agrees that the Village relied upon the Owner's representations and pledges made during the site planning process in determining to approve the Final Site Plans

Dated April 16, 2024 (the "Site Plan"). To memorialize their understanding, the parties have determined to execute this Agreement.

AGREEMENT

Progressive Properties Inc. and Pinckney Sand & Gravel, Inc., as "Owner(s)" of the property described below, and in behalf of the Lakeland Knoll Association, a Michigan nonprofit corporation, ("Co-Owner Association"), in accordance with Village of Pinckney Ordinance Chapter 53 and Technical Standards Section 01 20 02, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and conditions. The Owners further agree to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity.

Section 1. Compliance with Laws, Ordinances and Permits. Owners agree to construct the Project on the real property described in Exhibit A, in accordance with the approvals received from the Village and other governmental entities with applicable jurisdiction. In constructing the Project, the Owners agree to comply with all state and local laws, ordinances and regulations as well as the terms of this Agreement. All landscaping, planting or other items on the site shall be placed and continually maintained so as not to interfere, impede or obstruct the flow of water and/or the purpose of said system.

Section 2. Requirements upon Completion of Construction. Upon completion of construction and the stormwater management practices have been verified and accepted by the Village, an addendum(s) to this Agreement shall be recorded by the Owners. The addendum shall show design and construction details. The Owners shall also provide copies of the recorded addendum to the Village. The addendum may contain additional exhibits as necessary. The addendum, including all exhibits, shall be subject to the same terms and conditions as this agreement as though it were fully set forth herein.

Section 3. Stormwater Operation and Maintenance. Location map showing an accurate location of each stormwater management practice subject to this Agreement is attached as Exhibit B. The stormwater easement is attached as Exhibit B-1. The Long-term Maintenance Plan is attached as Exhibit C. The activities set forth in Exhibit C must be completed in order to maintain compliance with this Agreement.

- A. The Owners, at their expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the stormwater practices identified in Exhibit B and shall record them with the Livingston County Register of Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released or abandoned without the prior written approval of the Village.
- B. The Co-Owner Association shall be solely responsible for the maintenance and repair of the stormwater management practices, drainage easements and associated landscaping identified in Exhibit B in accordance with the Maintenance Plan attached as Exhibit C. The Village shall assume responsibility for the maintenance and repair of the stormwater facilities within the dedicated public road rights of way.
- C. The parties acknowledge that the Co-Owner Association is responsible for the maintenance of the facility not located within the street public right of way and will ensure that site maintenance will minimize the use of fertilizers that contain

phosphorous and eliminate the use of any coal tar sealants.

- D. No alterations or changes to the stormwater management practice(s) identified in Exhibit B shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Village.
- E. The Co-Owner Association shall retain the services of a qualified inspector, as described in Exhibit C Maintenance Requirement 1), to operate and ensure the maintenance of the stormwater management practice(s) identified in Exhibit B in accordance with the Maintenance Plan set forth in Exhibit C.
- F. The Co-Owner Association shall annually, by December 30th, provide to the Village records including, but not limited to, logs, invoices, reports, and other data of inspections, maintenance, and repair of the stormwater management practices, and drainage easements identified in Exhibit B and in accordance with the Maintenance Plan attached as Exhibit C. Inspections are required at a minimum after each major rain event. The Village or its designee is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. Upon written notification by the Village or their designee of required maintenance or repairs, the Co-Owner Association shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village. The Co-Owner Association shall be liable for the failure to undertake any maintenance or repairs.

Section 4. Violation of the Agreement. If the Co-Owner Association does not keep the stormwater management practice(s) in reasonable order and condition, or complete maintenance activities in accordance with the Plan contained in Exhibit C, or the reporting required in subsection F above, or the required maintenance or repairs under E above within the specified time frames, the Village is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general welfare or the environment.

- A. The Village will give the Co-Owner Association 30 days' written notice before performing work.
- B. In the case of an emergency, as determined by the Village, no notice shall be required prior to the Village performing emergency maintenance or repairs.
- C. The Village may levy the costs and expenses of such inspections, maintenance or repairs plus a ten percent (10%) administrative fee against the Co-Owner Association.
- D. The Village at the time of entering upon said stormwater management practice for the purpose of maintenance or repair may file a notice of lien in the office of the Register of Deeds of the County upon the property affected by the lien. If said costs and expenses are not paid by the Co-Owner Association, the Village may pursue the collection of same through appropriate court actions and in such a case, the Co-Owner Association shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

Section 5. Easement. The Owners have conveyed to the Village an easement over, on and in the property described in Exhibit B-1 for the purpose of access to the stormwater management practice(s) for the inspection, maintenance and repair thereof, should the Owner(s) fail to properly inspect, maintain and repair the practice(s). This easement is memorialized in an Easement Agreement which will be recorded in the Livingston County Register of Deeds.

Section 6. Recording. The Owners agree that this Agreement shall be recorded and that the land described in Exhibit A shall be subject to the covenants and obligations contained herein, and this agreement shall run with the land and bind all current and future owners of the property. The Owners are responsible for all costs associated with the recording of this Agreement.

Section 7. Owners Obligations upon Transfer of Property. The Owners and the Co-Owner Association agree in the event that the Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the stormwater management practice(s). The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.

Section 8. Effective date of Agreement. The Owners agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Section 9. Miscellaneous.

- A. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- B. Notices. All notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address provided in this Agreement.
- C. Waiver. No failures or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any partial exercise of any right, power or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- D. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.
- E. Amendment. This Agreement may only be amended in writing, signed by all parties.

The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

THE VILLAGE OF PINCKNEY

_____ By _____
Linda E. Lavey, President

_____ By _____

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2024, before me appeared Linda Lavey, President of the Village of Pinckney, and _____, Clerk of the Village of Pinckney, to me known to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

*, Notary Public
Livingston County, Michigan
Acting in the County of Livingston
My Commission Expires:

*Please print name

Owners/Developer
Pinckney Sand & Gravel, Inc.,
and Progressive Properties Inc.,
and current sole owners/members
of the Lakeland Knoll Association

By _____
Marshall Blau, President

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2024, before me appeared Marshall Blau, owners, to me known to be the person described in and who executed the foregoing document and acknowledged the same to be true and accurate.

*, Notary Public
Livingston County, Michigan
Acting in the County of Livingston
My Commission Expires:

*Please print name

When recorded return to:

The Village of Pinckney
220 South Howell Street
Pinckney, Michigan 48169

EXHIBIT A – Legal Description

The following description and reduced copy map identify the land parcel(s) affected by this Agreement.

Project Identifier: Lakeland Knoll Condominium

Acres:57.7

Map Produced by: Livingston Engineering

Legal Description:

Part of the Northeast 1/4 of Section 22, Town 1 North, Range 4 East, Village of Pinckney, Livingston County, Michigan, being more particularly described as follows: Commencing at the East 1/4 Corner of said Section 22; thence along the East line of said Section 22, N 04°09'02" W, 157.38 feet, to a point on the North line of the MDNR Right-of-Way (100 feet wide and Former Grand Trunk Railroad), said point also being the POINT OF BEGINNING of the parcel to be described; thence continuing along said North line of the MDRN Right-of-Way, S 89°47'10" W, 2199.10 feet; thence N 04°06'54" W, 1139.64 feet, to a point on the North line of the South half of the Northeast 1/4 of Section 22; thence N 89°28'06" E, 2197.59 feet, along the North line of the South half of the Northeast 1/4 of Section 22 to a point on the East line of said Section 22; thence along the East line of Section 22 S 04°09'02" E, 1151.91 feet to the Point of Beginning. Containing 57.7 acres, more or less and subject to any easements and restrictions of record. (Taxation Parcel Nos. 4714-22-200-004 and 4714-22-200-005).

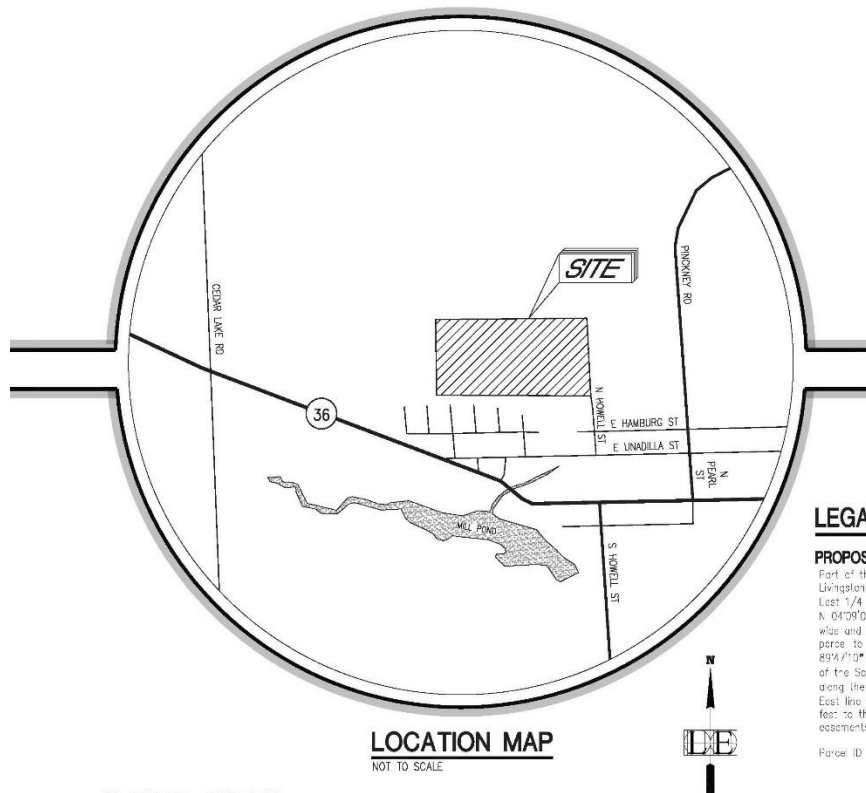


EXHIBIT B – Location Map

Stormwater Management Practices Covered by this Agreement

The stormwater management practices covered by this agreement are depicted in the reduced copy of a portion of the site plans, as shown below. The practices include [REDACTED]

All of the noted stormwater management practices are located within a drainage easement as shown in Exhibit B-1.

Project Identifier: Lakeland Knoll Condominium

Stormwater Practices:

Location of practices: Bounded and Described as follows: See Exhibit B-1

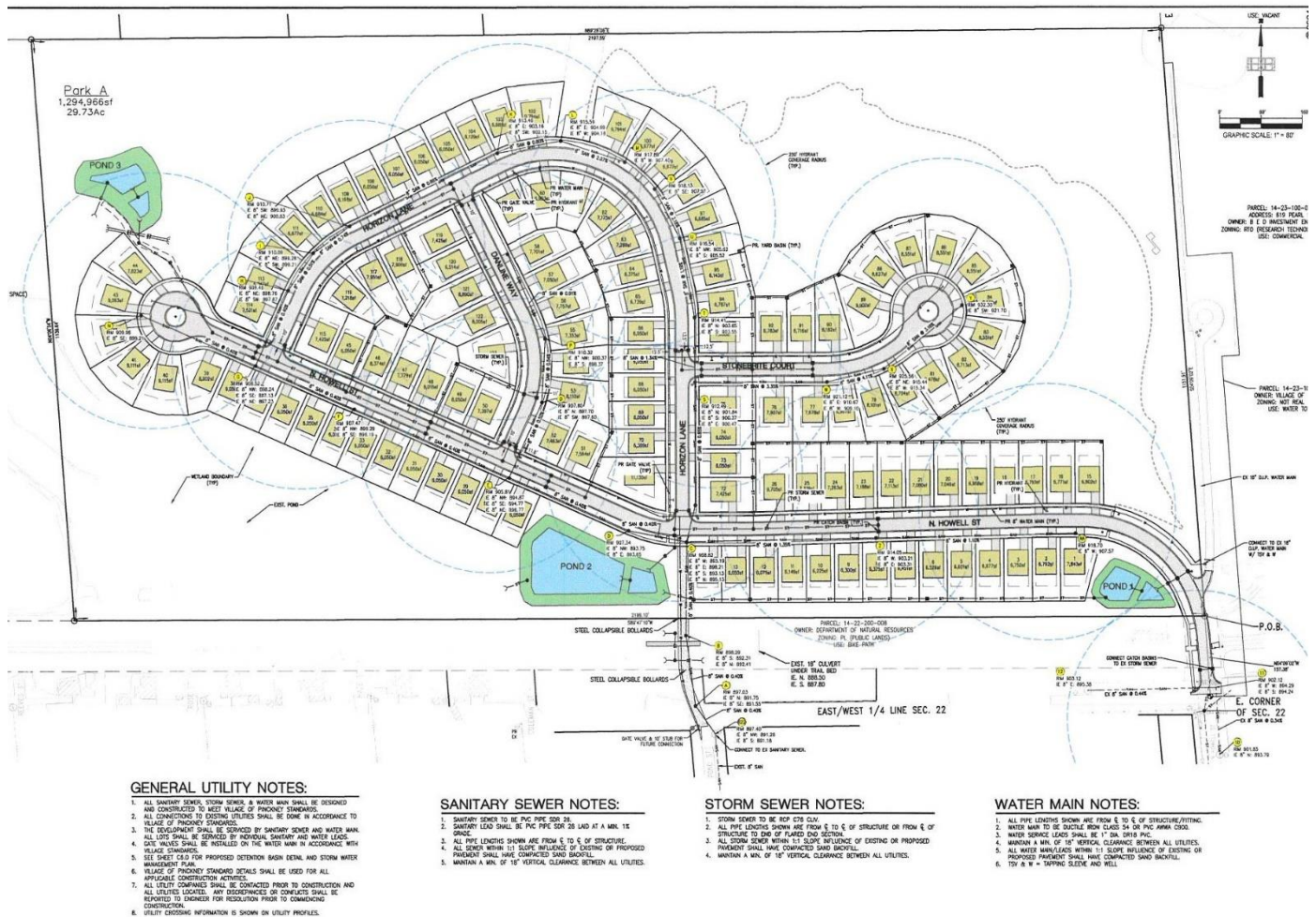


EXHIBIT B-1 – Storm Water System Maintenance Easement

STORM WATER EASEMENT – LEGAL DESCRIPTION

EXHIBIT B-1 (CONT'D)

[MAP]

EXHIBIT C – Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the stormwater practices listed in Exhibit B and provides the minimum specific maintenance activities and frequencies for each practice. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum maintenance that is expected to be performed for these practices. Vehicle access to the stormwater practices is shown in Exhibit B. Any failure of a stormwater practice that is caused by lack of maintenance will subject the Lakeland Knoll Co-Owner Association to enforcement of the provisions listed in the Agreement by the Village.

System Description

The onsite stormwater management system consists of **detention** basin, with sediment forebay, with underground piping to direct runoff to the sediment forebay, and building mounted gutters to direct runoff to areas draining to basin. The detention basin and sediment forebay are connected via a control structure and underground pipe. The detention basin outlet is an underground pipe directing flow to the existing low area at the north end of the site.

No stormwater management system existed on site prior to construction.

Maintenance Requirements

The following activities will be completed to ensure the proper function of the stormwater practices described above:

1. *[An inspection and maintenance schedule is attached in Exhibit C-1 and a log will be kept of all inspections, maintenance activities, and repairs. The log will provide the date of the activity, the name of the person providing the service and a description of the activity.]*
2. *The system will be inspected after each major rain event (greater than 1.5" over a period of 24 hours) for general condition.*
3. *No grading or filling will be done that will interrupt flow in to or out of the storm water management system.*
4. *No trees or woody plants will be planted or allowed to grow on the sides of the sediment forebay or within the area used to access the basin. The basin and access points shall be inspected annually for any woody plants or trees, and any found will be removed.*
5. *If floating algae or weed grow becomes a nuisance (decay, odors, etc.), it will be removed from the basin area and placed in an appropriate upland site away from all drainage areas.*
6. *The basin shall be inspected annually to ensure no sediment is accumulating, vegetation is in good health and growing, no non-original plants have taken root, there is no persistent standing water in the basin, and that no trash or debris is in the basin.*
7. *The basin control structure, its connected pipe, and the basin outlet pipe shall be inspected quarterly to verify that there is positive flow, there are no obstructions caused by debris or other items, and there is no persistent standing water outside of normal sump depth.*
8. *Storm drainage structures in parking area and their outlets shall be inspected annually to verify that they are not being obstructed by sediment, debris, trash, or any other foreign materials.*
9. *All maintenance activities shall occur on as needed basis.]*

EXHIBIT C-1 – Storm Water Maintenance Schedule

Pinckney Storm Water Maintenance Schedule - Exhibit C-1

Maintenance Plan (Post Construction)

TASK	FREQUENCY
Inspect for accumulated sediment	Annually
Removal of accumulated sediment (>36" deep)	As needed
Inspect for and remove algae and weed growth that has become a nuisance (decay, odors, etc.)	Annually
Inspect for erosion	Annually
Re-establish eroded areas	As needed
Inspect rip-rap	Annually
Clean and/or replace rip-rap	As needed
Inspect for and remove trees and woody plants	Annually
Inspect and clear access points	Annually
Clean gutters	As needed
Inspect inlet structures & control structures	As needed
Clean inlet and/or control structures	As needed
General system inspection	After rain events exceeding 1.5" in 24 hrs.