

**Village of Lake Orion "Orion Villas" #2021.171**  
**Stormwater Management Operations and Maintenance Agreement**

This Agreement is made on May \_\_, 2026, by and between Village of Lake Orion, a Michigan municipal corporation (the "Village"), whose address is 21 E. Church Street Lake Orion, Michigan 48362 and Robert/Justini Co LLC, a Michigan limited liability company, whose address is 969 N. Conklin Road, Lake Orion, Michigan 48362 ("Owner").

Village and Owner agree as follows:

**Article I. The Subject Property.**

1.1 Owner owns the property located at and commonly known as 601 E. Flint Street, Lake Orion, Michigan 48362 (the "Subject Property"). The legal description of the Subject Property is set forth on the attached Exhibit "A."

**Article II. The Stormwater System.**

2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is described on the attached Exhibit "B."

2.2 After construction has been verified and accepted by the Village for the Stormwater System, the Owner shall file with the Village the "as-built" documents showing the design and construction details and shall reference this Agreement.

2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

### **Article III. The Stormwater O&M Plan.**

3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit "B" in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" as set forth on the attached Exhibit "C."

3.2 The Stormwater O&M plan is subject to approval by the Village and their Engineer.

3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

3.4 The Owner, at its sole expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the Village and its Engineer.

3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Village and their Engineer.

3.6 The Owner shall retain the services of a qualified inspector as described in Requirement 1) of the attached Exhibit "C" to operate and ensure the maintenance of the Stormwater O&M Plan.

3.7 The Owner shall annually, by December 30th, provide to the Village records of inspections (including but not limited to: logs, invoices, reports, data), maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

3.8 The Village agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, and such enforcement may require compliance with a Village ordinance.

### **Article IV. Access and Enforcement.**

4.1 The Village or its designee is authorized, at any time, to access the property as necessary to conduct inspections of the Stormwater System, implementation of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement. Upon written notification by the Village or its designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame as determined by the Village. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvements damaged. If the Village undertakes any maintenance or repairs for the public health, safety or welfare, or for any emergency actions, the Owner will reimburse the Village for any and all costs associated with such actions.

4.2 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete

maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the Village is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment and will be done at the Owner's sole expense.

4.3 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. The Village may levy the costs and expenses of such inspections, maintenance or repairs against the Owner. The Village, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the Village may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including actual attorney fees.

4.4 The Owner conveys to the Village an easement over, on and in the property described in Exhibit "A" for the purpose of access to the Stormwater System for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System.

#### **Article V. Term and Covenants.**

5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject 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 System and Stormwater O&M Plan. 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 Subject Property.

5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

#### **Article VI. The Memorandum.**

6.1 The Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at Exhibit "D" to this Agreement (the "Memorandum").

#### **Article VII. Claims and Authority.**

7.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold

Village and its employees, volunteers, appointees and/or elected officials harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever ("Claims"), fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement, except if arising out of the Village's actions or in actions. This indemnity and hold harmless shall include any costs, expenses and actual attorney fees incurred by Village in connection with such Claims or the enforcement of this Agreement.

7.2 Following the completion of the installation of the stormwater system described in paragraph 3.1 above, and recording of the Master Deed establishing a condominium on the Subject Property, and PROVIDED the ongoing obligations for maintenance, inspection and repair obligations of the stormwater system are acknowledged in writing in the Memorandum by the Orion Villas Association, a Michigan nonprofit corporation, the entity created for operation and administration of the condominium (the "Association") the remaining obligations of the Owner herein with respect to the inspections, maintenance and repair of the stormwater system shall transfer to the Association.

7.3 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.

SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW:

BALANCE OF THIS PAGE IS INTENTIONALLY BLANK

The Owner and Village have executed this agreement on the day and year first above.

Owner:

Robert/Justini Co LLC, a Michigan limited liability company.

By:

Name: Robert Gjokaj

Its: Authorized Member

STATE OF MICHIGAN )  
                                  ) ss.  
OAKLAND COUNTY    )

The foregoing instrument was acknowledged before me on May 12, 2026 by Robert Gjokaj, Authorized Member of Robert/Justini Co LLC, a Michigan limited liability company, on behalf of the company.

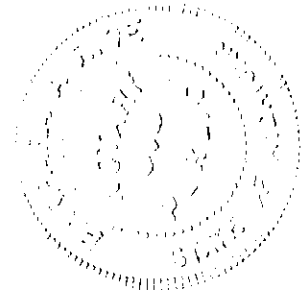
BARBARA A RICE Notary Public

OAKLAND County

Acting in Oakland County

My Commission expires: June 29, 2030

BARBARA A RICE  
Notary Public - State of Michigan  
County of Oakland  
My Commission Expires Jun 29, 2030  
Acting in the County of Oakland



**Village**

Village of Lake Orion, a Michigan municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MICHIGAN    )  
                                  ) ss.  
OAKLAND COUNTY        )

The foregoing instrument was acknowledged before me on May \_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the Village of Lake Orion, a Michigan municipal corporation on behalf of the Village.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County  
Acting in Oakland County  
My Commission expires: \_\_\_\_\_



The Association joins in execution of this Agreement for the purpose of acknowledging and agreeing to its obligation set forth in paragraph 7.2 above.

Association:

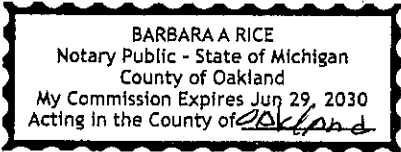
Orion Villas Association, a Michigan nonprofit corporation

By: [Signature]  
Robert Gjokaj  
Its: President

STATE OF MICHIGAN )  
                                  ) ss.  
OAKLAND COUNTY    )

The foregoing instrument was acknowledged before me on May 12 2026 by Robert Gjokaj, President of Orion Villas Association, a Michigan non-profit corporation, on behalf of the corporation.

[Signature]  
BARBARA A RICE, Notary Public  
OAKLAND County  
Acting in Oakland County  
My Commission expires: June 29, 2030

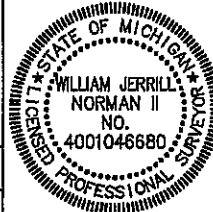


# KIEFT ENGINEERING, INC.

PROFESSIONAL CIVIL ENGINEERS AND LAND SURVEYORS



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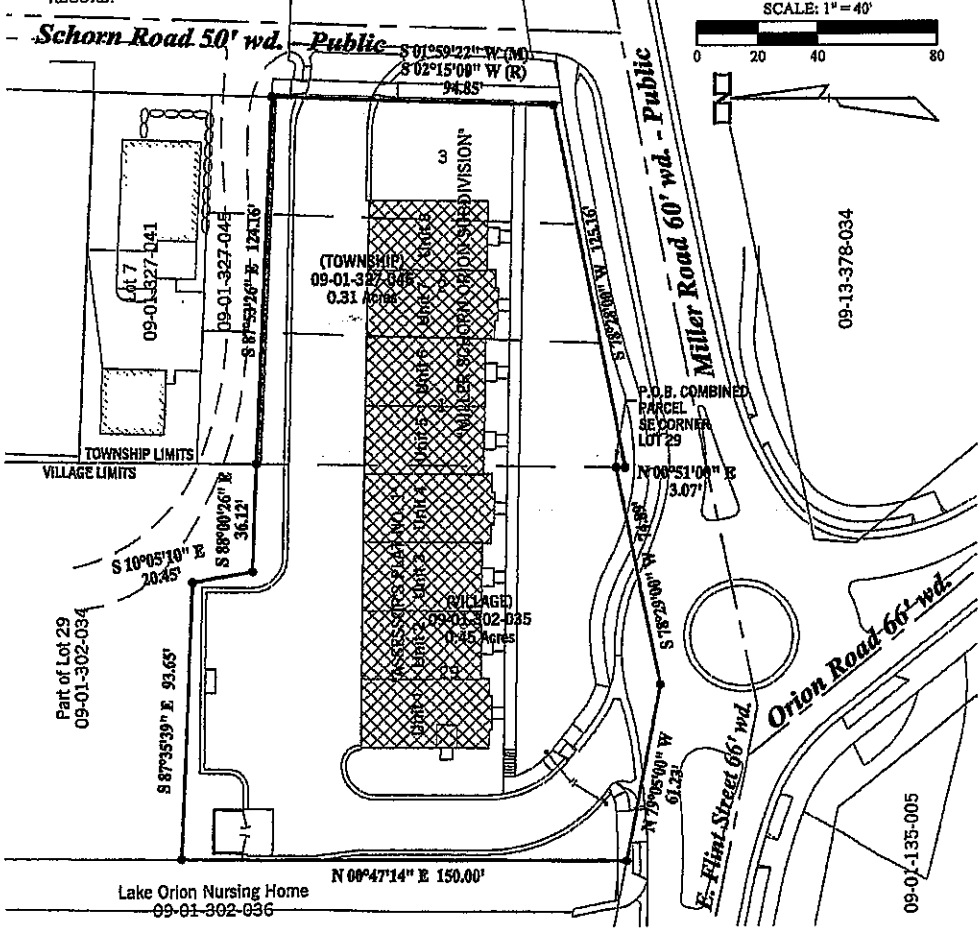


Survey for ROBERT GOKAJ Date Rev. 4-11-2024  
2-12-2024  
 Address 969 N. CONKLIN ROAD, LAKE ORION, MICHIGAN 48362 Job No. 2021.171

Sheet 1 of 1

## Exhibit "A" Orion Villas

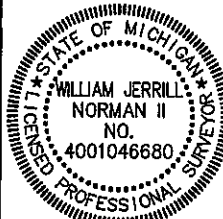
PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, ALSO PART OF LOTS 1, 2 & 3, "MILLER SCHORN ORION SUBDIVISION" OF PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 36 OF PLATS, PAGE 29, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & TH N 79°03'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29; TH S 87°35'39" E 93.65 FT; TH S 10°05'10" E 20.45 FT; TH S 88°00'26" E 36.12 FT TO A POINT ON THE WEST LINE OF SAID LOT 1; TH S 87°53'26" E 124.16 FT TO A POINT ON THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SCHORN ROAD; TH S 01°59'22" W (REC. AS S 02°15'00" W) 94.85 FT ALONG SAID EAST AND WEST LINES TO THE SE CORNER OF LOT 3; TH S 78°28'00" W 125.16 FT ALONG THE SOUTH LINE OF SAID LOTS 1, 2 & 3; TH N 00°51'00" E 3.07 FT TO THE POINT OF BEGINNING. CONTAINING 0.76 ACRES. SUBJECT TO A HIGHWAY EASEMENT OVER PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 10.23 FT ALONG THE WEST LINE OF SAID LOT 29; TH N 86°31'39" E 59.99 FT; TH N 78°37'29" E 75.34 FT TO A POINT ON THE EAST LINE OF SAID LOT 29; TH S 00°31'00" W 25.39 FT ALONG THE EAST LINE OF SAID LOT 29 TO THE POINT OF BEGINNING. ALSO SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.



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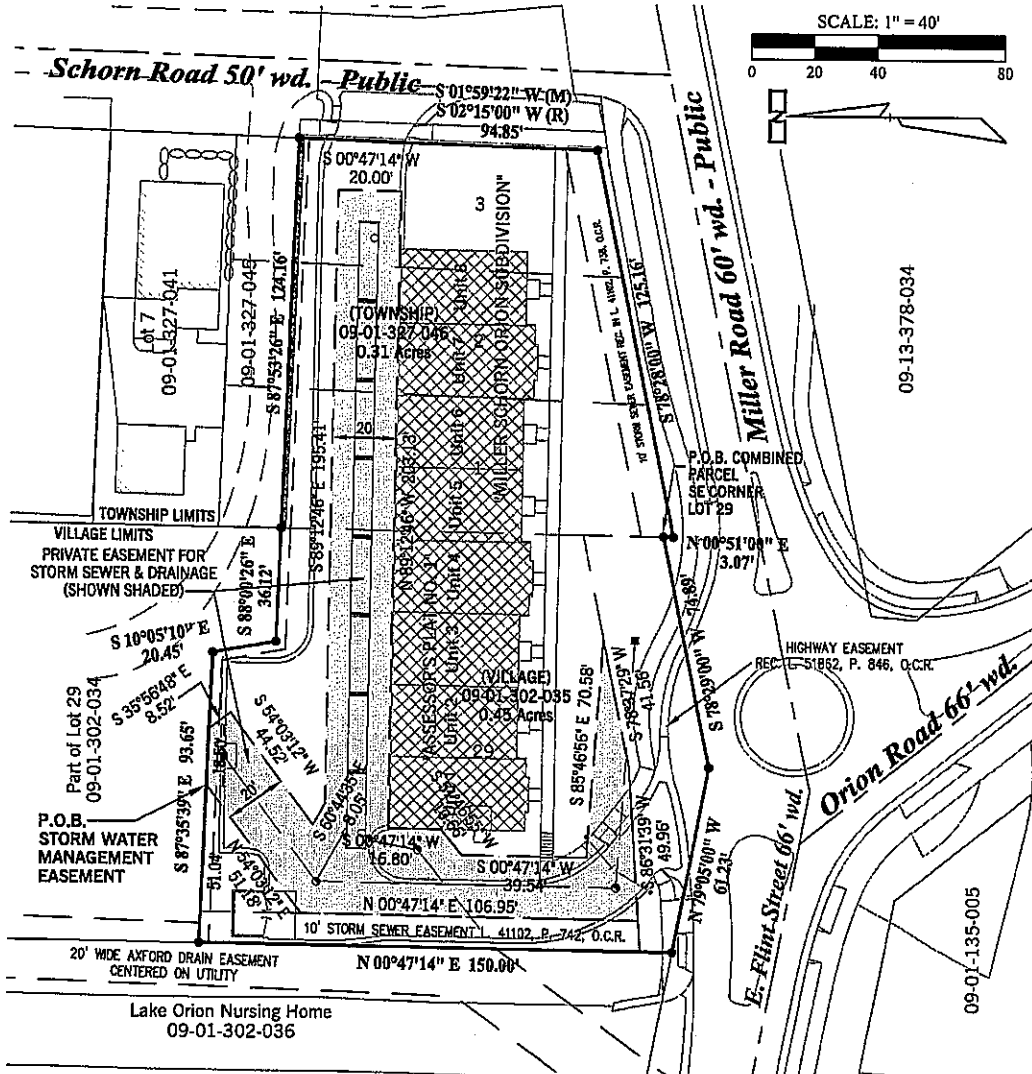
Survey for ROBERT GOJKAJ Date 2-12-2024  
 Address 969 N. CONKLIN ROAD, LAKE ORION, MICHIGAN 48362 Job No. 2021.171

*William J. Norman II*  
 Sheet 1 of 1

**Exhibit "B"**

**Storm Water Management Easement, "Orion Villas":**

A VARIABLE WIDTH EASEMENT FOR STORM WATER MANAGEMENT OVER PART OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF LOT 29 & N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29 & S 87°35'39" E 51.04 FT FROM THE SE CORNER OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS; TH CONTINUING S 87°35'39" E 18.50 FT; TH S 35°56'48" E 8.52 FT; TH S 54°03'12" W 44.52 FT; TH S 60°44'35" E 8.05 FT; TH S 89°12'46" E 195.41 FT; TH S 00°47'14" W 20.00 FT; TH N 89°12'46" W 203.13 FT; TH S 00°47'14" W 16.80 FT; TH S 51°46'55" W 10.66 FT; TH S 00°47'14" W 39.54 FT; TH S 85°46'56" E 70.58 FT; TH S 78°37'29" W 41.56 FT; TH S 86°31'39" W 49.96 FT; TH N 00°47'14" E 106.95 FT; TH N 54°03'12" E 51.18 FT TO THE POINT OF BEGINNING.



**STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN**

**Exhibit "C"  
STORM WATER FACILITIES MAINTENANCE PLAN**

The "Robert/Justini Co, LLC." owner shall be responsible for the maintenance of all storm water facilities. These facilities include the following:

- 72" Diameter Underground Detention Basin System
- Pretreatment Structure Manhole.
- Manholes, Catch Basins & Connecting Pipe Work

The owner shall hire a qualified contractor to do the following Maintenance Schedule (including report kept on record):

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE							
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Underground Detention System	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	FREQUENCY
<b>Monitoring/Inspection</b>							
Inspect for Sediment Accumulation/Clogging	X	X	X	X	X	X	Annually
Inspect for Floatables, Dead Vegetation & Debris	X	X	X	X	X	X	Annually & After Major Events
Inspect for Erosion & Integrity of System	X				X		Annually & After Major Events
Inspect All Components During Wet weather & Compare	X	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X	X	Annually
<b>Preventative Maintenance</b>							
Remove Accumulated sediments	X	X	X	X	X	X	As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris	X	X				X	As Needed
Sweeping of Paved Surfaces						X	As Needed
<b>Remedial Actions</b>							
Repair/Stabilize Areas of Erosion	X					X	As Needed
Replace Dead Plantings & Reseed Bare Areas	X						As needed
Structural Repairs	X	X	X	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X	X	As Needed

**NOTE:** Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

# Contech® CMP Detention Inspection and Maintenance Guide

Underground stormwater detention and infiltration systems must be inspected and maintained at regular intervals for purposes of performance and longevity.

### Inspection

Inspection is the key to effective maintenance of CMP detention systems and is easily performed. Contech recommends ongoing, annual inspections. Sites with high trash load or small outlet control orifices may need more frequent inspections. The rate at which the system collects pollutants will depend more on-site specific activities rather than the size or configuration of the system.

Inspections should be performed more often in equipment washdown areas, in climates where sanding and/or salting operations take place, and in other various instances in which one would expect higher accumulations of sediment or abrasive/corrosive conditions. A record of each inspection is to be maintained for the life of the system.

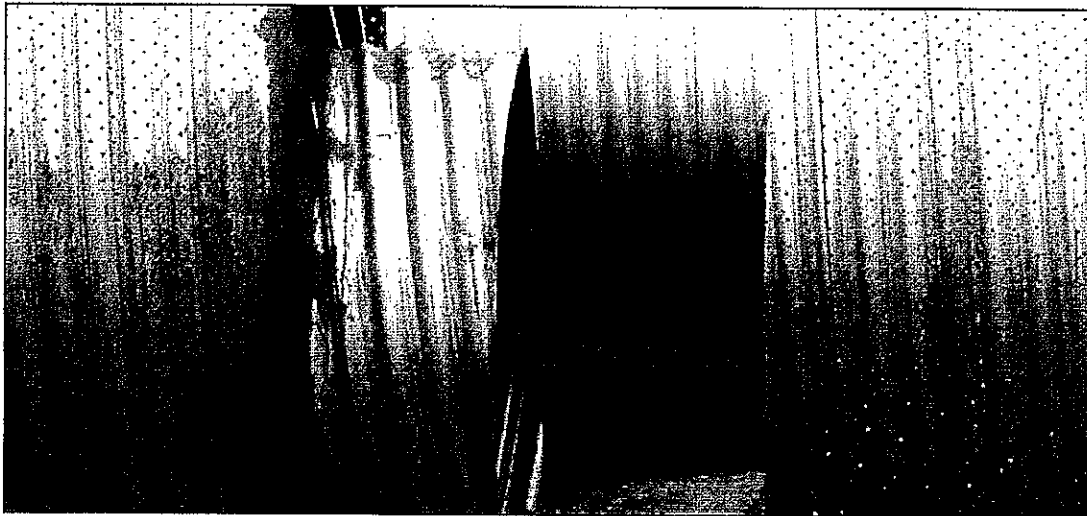
### Maintenance

CMP detention systems should be cleaned when an inspection reveals accumulated sediment or trash is clogging the discharge orifice. Accumulated sediment and trash can typically be evacuated through the manhole over the outlet orifice. If maintenance is not performed as recommended, sediment and trash may accumulate in front of the outlet orifice. Manhole covers should be securely sealed following cleaning activities. Contech suggests that all systems be designed with an access/inspection manhole situated at or near the inlet and the outlet orifice. Should it be necessary to get inside the system to perform maintenance activities, all appropriate precautions regarding confined space entry and OSHA regulations should be followed.

Annual inspections are best practice for all underground systems. During this inspection if evidence of salting/de-icing agents is observed within the system, it is best practice for the system to be rinsed, including above the spring line soon after the spring thaw as part of the maintenance program for the system.

Maintaining an underground detention or infiltration system is easiest when there is no flow entering the system. For this reason, it is a good idea to schedule the cleanout during dry weather.

The foregoing inspection and maintenance efforts help ensure underground pipe systems used for stormwater storage continue to function as intended by identifying recommended regular inspection and maintenance practices. Inspection and maintenance related to the structural integrity of the pipe or the soundness of pipe joint connections is beyond the scope of this guide.



NOTHING IN THIS GUIDE SHOULD BE CONSIDERED AS A WARRANTY. APPLICATIONS SUGGESTED HEREIN ARE DESCRIBED ONLY TO HELP REPRESENATIVE THEIR OWN INSTALLATIONS AND EQUIPMENT, AND ARE NEITHER GUARANTEES NOR WARRANTIES OF SUITABILITY FOR ANY APPLICATION. CONTECH MAKES NO WARRANTY WHATSOEVER EXPRESS OR IMPLIED RELATED TO THE APPLICATIONS, MATERIALS, CONDITIONS, OR PRODUCTS DISCUSSED HEREIN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY CONTECH. SEE CONTECH'S CONDITIONS OF SALE AVAILABLE AT [WWW.CONTECHENGINEEREDSOLUTIONS.COM](http://WWW.CONTECHENGINEEREDSOLUTIONS.COM) FOR MORE INFORMATION.

CMP SYSTEMS ALL OTHER TRADE NAMES

**CONTECH**  
CMP DETENTION SYSTEMS

**CONTECH**  
ENGINEERED SOLUTIONS

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## Cascade Separator® Inspection and Maintenance Guide



CASCADE  
separator®

## Maintenance

The Cascade Separator® system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects sediment and debris will depend upon on-site activities and site pollutant characteristics. For example, unstable soils or heavy winter sanding will cause the sediment storage sump to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

## Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (i.e. spring and fall). However, more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment wash-down areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

A visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet chamber, flumes or outlet channel. The inspection should also quantify the accumulation of hydrocarbons, trash and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided in this Inspection and Maintenance Guide.

Access to the Cascade Separator unit is typically achieved through one manhole access cover. The opening allows for inspection and cleanout of the center chamber (cylinder) and sediment storage sump, as well as inspection of the inlet chamber and slanted skirt. For large units, multiple manhole covers allow access to the chambers and sump.

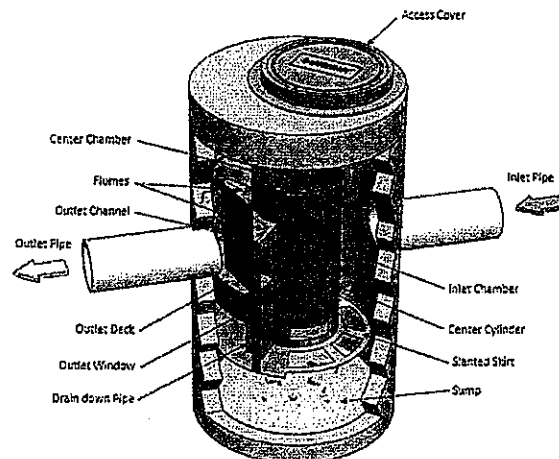
The Cascade Separator system should be cleaned before the level of sediment in the sump reaches the maximum sediment depth and/or when an appreciable level of hydrocarbons and trash has accumulated. If sorbent material is used, it must be replaced when significant discoloration has occurred. Performance may be impacted when maximum sediment storage capacity is exceeded. Contech recommends maintaining the system when sediment level reaches 50% of maximum storage volume. The level of sediment is easily determined by measuring the distance from the system outlet invert (standing water level) to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the chart in this document to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage.

## Cleaning

Cleaning of a Cascade Separator system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole cover and insert the vacuum tube down through the center chamber and into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The areas outside the center chamber and the slanted skirt should also be washed off if pollutant build-up exists in these areas.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. Then the system should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and to ensure proper safety precautions. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the Cascade Separator system must be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal. If any components are damaged, replacement parts can be ordered from the manufacturer.



**Cascade Separator® Maintenance Indicators and Sediment Storage Capacities**

Model Number	Diameter		Distance from Water Surface to Top of Sediment Pile		Sediment Storage Capacity	
	ft	m	ft	m	y <sup>3</sup>	m <sup>3</sup>
CS-3	3	0.9	1.5	0.5	0.4	0.3
CS-4	4	1.2	2.5	0.8	0.7	0.5
CS-5	5	1.3	3	0.9	1.1	0.8
CS-6	6	1.8	3.5	1	1.6	1.2
CS-8	8	2.4	4.8	1.4	2.8	2.1
CS-10	10	3.0	6.2	1.9	4.4	3.3
CS-12	12	3.6	7.5	2.3	6.3	4.8

Note: The information in the chart is for standard units. Units may have been designed with non-standard sediment storage depth.



A Cascade Separator unit can be easily cleaned in less than 30 minutes.



A vacuum truck excavates pollutants from the systems.



Exhibit "D"

**Memorandum of Stormwater Management Operations and Maintenance Agreement and Grant of Easement.**

Robert/Justini Co LLC, a Michigan limited liability company, whose address is 969 N. Conklin Road, Lake Orion, Michigan 48362 ("Owner"), and the Village of Lake Orion, a Michigan municipal corporation, whose address is 21 E. Church Street Lake Orion, Michigan 48362 ("Village") have entered into a Stormwater Management Operations and Maintenance Agreement dated May \_\_\_, 2026 ("Agreement") for the real property located in Village of Lake Orion, County of Oakland, State of Michigan, legally described as follows:

PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, ALSO PART OF LOTS 1, 2 & 3, "MILLER SCHORN ORION SUBDIVISION" OF PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 36 OF PLATS, PAGE 29, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & TH N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29; TH S 87°35'39" E 93.65 FT; TH S 10°05'10" E 20.45 FT; TH S 88°00'26" E 36.12 FT TO A POINT ON THE WEST LINE OF SAID LOT 1; TH S 87°53'26" E 124.16 FT TO A POINT ON THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SCHORN ROAD; TH S 01°59'22" W (REC. AS S 02°15'00" W) 94.85 FT ALONG SAID EAST AND WEST LINES TO THE SE CORNER OF LOT 3; TH S 78°28'00" W 125.16 FT ALONG THE SOUTH LINE OF SAID LOTS 1, 2 & 3; TH N 00°51'00" E 3.07 FT TO THE POINT OF BEGINNING. CONTAINING 0.76 ACRES. SUBJECT TO A HIGHWAY EASEMENT OVER PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 10.25 FT ALONG THE WEST LINE OF SAID LOT 29 ; TH N 86°31'39" E 59.99 FT; TH N 78°37'29" E 75.34 FT TO A POINT ON THE EAST LINE OF SAID LOT 29; TH S 00°51'00" W 25.39 FT ALONG THE EAST LINE OF SAID LOT 29 TO THE POINT OF BEGINNING. ALSO SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

More commonly known as: 601 E. Flint Street (the "Property")  
Tax Parcel Number: 09-01-338-005

The Agreement provides for a stormwater management operation and maintenance plan for a stormwater system located on the Property. Owner also grants the Village an easement in gross, across the Property for

The Owner and Village have executed this agreement on the day and year appearing below their respective signatures.

Owner:

Robert/Justini Co LLC, a Michigan limited liability company.

By: \_\_\_\_\_

Name: Robert Gjokaj

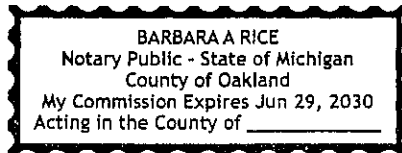
Its: Authorized Member

Dated: May 12, 2026

STATE OF MICHIGAN )  
                                  ) ss.  
OAKLAND COUNTY    )

The foregoing instrument was acknowledged before me on May 12, 2026 by Robert Gjokaj, Authorized Member of Robert/Justini Co LLC, a Michigan limited liability company, on behalf of the company.

Barbara A Rice  
BARBARA A RICE, Notary Public  
Oakland County  
Acting in Oakland County  
My Commission expires: June 29, 2030



purpose of inspection, maintenance and management of the stormwater system should Owner and its successors and assigns in interest fail to abide by the terms of the Agreement.

The Agreement runs with the land, binds all current and future owners of the Property, and serves the Property in perpetuity.

The Village reserves the right to record a photocopy or original executed copy of the Agreement should it become necessary to enforce the obligations of the parties as set forth in the Agreement.

The Orion Villas Association, a Michigan non-profit corporation ("Association"), the entity created for operation and administration of the condominium contemplated to be developed on the Property, joins in the execution of this Memorandum to acknowledge its assumption of the Owner's responsibilities under the Agreement following the recording of the Master Deed for the Property.

SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW:

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Village:

Village of Lake Orion, a Michigan municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

STATE OF MICHIGAN )  
  ) ss.  
OAKLAND COUNTY     )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the Village of Lake Orion, a Michigan municipal corporation on behalf of the Village.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
  \_\_\_\_\_  
  County  
  Acting in Oakland County  
My Commission expires: \_\_\_\_\_

The Association joins in execution of this Agreement for the purpose of acknowledging and agreeing to its obligation set forth in paragraph 7.2 above.

Association:

Orion Villas Association, a Michigan nonprofit corporation

By: [Signature]  
Robert Gjokaj  
Its: President

Dated: \_\_\_\_\_, 2026

STATE OF MICHIGAN )  
  ) ss.  
OAKLAND COUNTY    )

The foregoing instrument was acknowledged before me on May \_\_, 2026 by Robert Gjokaj, President of Orion Villas Association, a Michigan non-profit corporation, on behalf of the corporation.

[Signature]  
BARBARA A RICE, Notary Public  
OAKLAND County  
Acting in Oakland County  
My Commission expires: June 29, 2030

Drafted by and when recorded return to:

George A. Contis, Esq.  
Giarmarco, Mullins & Horton, P.C.  
101 W. Big Beaver Road, Suite 1000  
Troy, Michigan 48084

