MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ___19th___ day of ___August____, 2026, by and between the City of Rochester Hills (hereinafter referred to as "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, and Property Owners Association of Hampton, Inc. a Michigan non-profit corporation (hereinafter referred to as "Proprietor"), whose address is 1607 E. Big Beaver Rd, Ste 105, Troy, MI 48083.

WHEREAS the Proprietor is the owner of certain real property located in City of Rochester Hills, Oakland County, Michigan, more particularly described in attached Exhibit A, which is incorporated herein, and

WHEREAS the Proprietor has submitted to the City an engineering site plan which is being reviewed by the City as to available capacity in the downstream sanitary sewer owned by the City, and

WHEREAS it has been determined by the City's Public Services that there is capacity in the downstream sewer for Proprietor's normal use, except during peak flow times on the City system when Proprietor discharges its pool or sprayscape backwash, or drains the pool or sprayscape, and

WHEREAS as an inducement to the City to approve appropriate engineering plans and building permits to Proprietor, the Proprietor has agreed to enter into this Agreement as stated herein.

NOW, THEREFORE it is agreed by and between the parties, based upon good and valuable considerations as follows:

1. For the purpose of this agreement, the following definitions shall apply: Backwash Discharge – The flow of water produced when the direction of flow through a filter is reversed, creating a hydraulic condition that dislodges filtered material and debris from the filter media into the flow. Draining – The removal of water from an aquatic vessel by means of mechanical pumps or other methods that create a discharge flow. Unanticipated Maintenance – maintenance due to unanticipated, extraordinary contamination events.

2. Proprietor agrees to limit pool and sprayscape backwash discharge to City sewers to not exceed three hundred (300) gallons per minute for the duration of five (5) minutes. Be it further agreed that Proprietor shall not backwash the pool and any of the sprayscapes simultaneously.

3. Proprietor agrees to limit pool and sprayscape backwash discharge to City sewers to non-peak flow times, not more than once per week, and only during nighttime hours (after 11:00 p.m. and prior to 4:00 a.m.), in accordance with the Annual Maintenance Schedule attached hereto as Exhibit B and incorporated herein. Proprietor reserves the right to discharge pool and sprayscape backwash more than once per week of unanticipated events arise, for example, unanticipated maintenance and/or safety issues. Such unanticipated discharge would only occur during nighttime hours (after 11:00 p.m. and prior to 4:00 a.m.) and only after the City has been notified.

4. Proprietor agrees to drain pool not more than once per year between the hours of 11:00 p.m. and 4:00 a.m. and to drain the sprayscape not more than two times weekly between the hours of 11:00 p.m. and 4:00 a.m. at a discharge rate

not to exceed three hundred (300) gallons per minute, in accordance with the Annual Maintenance Schedule attached hereto as Exhibit B and incorporated herein. Proprietor reserves the right to drain the pool more than once per year and drain the sprayscapes more than two times weekly if unanticipated needs arise, for example, unanticipated maintenance and/or safety issues. Such unanticipated draining would only occur during the nighttime hours (after 11:00 p.m. and prior to 4:00 a.m.) and only after the City has been notified.

5. Proprietor shall indemnify, defend and hold the City, and its officers, employees, representatives and agents, harmless of and from any and all claims, demands, suits, obligations, causes of action and liabilities for any and all damages, losses, costs or injuries to persons or property arising out of or related to any work by or for proprietor on the existing City sewer line that extends north from the Proprietor's property as described in Exhibit A, up to the Hampton Development Sewer Main that flows southeasterly, discharging through the Gibson ARM at the Dequindre Road and Melville Drive/West Utica Road discharge point (aka Audi dealership), or any other acts or omissions of Proprietor or any of its employees, agents, representatives, or contractors in connection with the performance of any of the terms of this Agreement, except and only to the extent that any such injury or damage shall be occasioned by the willful act or omission of the City.

6. Proprietor shall agree to record and log both draining and backwash discharge start and end times, dates, duration, and rate for the duration of the sprayscape and pool. This information shall be made available to the City at any time for review and confirmation that the terms of the agreement are being met.

7. Should it be determined that the proprietor does not adhere to the terms of the agreement, or that the capacity of the sewer is exceeded at any time, the Proprietor agrees to immediately cease use of the pool and sprayscape backwash discharge and draining of the pool and sprayscape until such time that the storage and/or flow attenuation is completed and implemented. The proprietor agrees to immediately implement storage and/or flow attenuation to maintain an acceptable discharge, as determined by the City.

THIS AGREEMENT shall remain in effect during such period of time as Proprietor conducts business in the land described in Exhibit A and this Agreement shall run with the land.

IN WITNESS WHEROF, the parties have executed this agreement on the date first written above.

Property Owners Association of Hampton, Inc.

By: Scott Snow

Print or type name: Scott Snow

Title: Board President

STATE OF MICHIGAN }
}SS
COUNTY OF Lapeer }

The foregoing instrument was acknowledged before me this 19 day of August 2026 by Scott Snow, who is the Board President of Property Owners Association of Hampton, Inc., a Michigan Non-Profit Corporation, on behalf of and by authority of the Corporation.

Andrea Arsenault
Andrea Arsenault, Notary Public

Lapeer County, Michigan

My commission expires: 11/23/2031

Acting in the County of Lapeer

Andrea Arsenault
Notary Public State of Michigan
Lapeer County
My Commission Expires 11/23/2031
Acting in the County of Lapeer

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

STATE OF MICHIGAN }
}SS
COUNTY OF OAKLAND }

The foregoing instrument acknowledged before me this_____ day of_____, 20_____, by Bryan K. Barnett, Mayor, of the City of Rochester Hills, on behalf of the City.

_____, Notary Public

_____ County, Michigan

My commission expires: _____

Acting in the County of _____

P. Dan Christ
Approved 8/20/26

Drafted by:
Steve Doyle
2405 Dorchester Drive North
Troy, MI 48084

When recorded, return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Dr.
Rochester Hills, MI 48309

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EXHIBIT A

Part of the Northwest 1/4 of Section 26, Town 3 North, Range 11 East, Rochester Hills, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is due North 300.00 feet, along the West line of Section 26, and North 79 degrees 05 minutes 55 seconds East 852.18 feet from the West 1/4 corner of Section 26, Town 3 North, Range 11 East; thence Northerly 508.06 feet along a curve concave to the East (Radius of 1327.00 feet, central angle of 21 degrees 56 minutes 11 seconds, long chord bears North 00 degrees 04 minutes 01 seconds East 504.96 feet); thence South 62 degrees 55 minutes 46 seconds East 400.03 feet; thence South 01 degrees 21 minutes 05 seconds West 311.09 feet; thence South 88 degrees 02 minutes 54 seconds West 349.66 feet to the point of beginning.

Together with the rights and benefits by virtue of Declaration of Restrictions, Easements, Conditions and Liens - Residential, recorded in Liber 6358, Page 518, as assigned by Assignment recorded in Liber 11401, page 344. Oakland County Records.

15-26-176-003

Approved

Scott Windingland

City of Rochester Hills

09/18/2026

EXHIBIT B

The facility consists of two (2) aquatic water bodies. One (1) lap pool & one (1) sprayscape.
Proposed Filter Backwash Schedule:

-Backwashing of filters to occur after 11:00 P.M. and prior to 4:00 A.M. (local time zone).
-Backwashing of filters for pool/sprayscape will not occur simultaneously.
-Pool filters to be backwashed once per week (300 gpm) for up to ten (10) minutes duration.

Proposed Draining Schedule:

-Draining to occur at night, after 11:00 P.M. and prior to 4:00 A.M. (local time zone).
-Pool to be drained once per year for annual maintenance and cleaning (48,623 gallons, 300 gpm).

OK · ARS 8/20/26