AGREEMENT FOR MAINTENANCE OF STORM WATER DETENTION SYSTEM

This agreement is made on August 18, 2026, by Property Owners Association of Hampton, Inc., a Michigan nonprofit corporation, whose address is 1607 E. Big Beaver Road, Troy, MI 48083, ("Developer") and the CITY OF ROCHESTER HILLS ("the City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Developer owns and occupies the property described in attached **Exhibit A**; and

WHEREAS, Developer has proposed, and the City has approved, a storm water drainage and detention system (the system), which includes a detention basin, 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 the detention basin, 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 Developer or Developer's successors, grantees or assigns, in writing that it is no longer necessary to use the detention basin 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. Developer shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, including the detention basin as detailed in the Maintenance Plan attached as **Exhibit C**.

B. Proper maintenance of the System shall include, but not limited to: (i) Keeping the bottom of the detention basin free from silt and debris; (ii) Removing harmful algae; (iii) Maintaining steel grating across the basin's inlets; (iv) Controlling the effects of erosion; and (v) Any other maintenance that is reasonable and necessary in order to facilitate or accomplish the intended function and purpose of the System.

3. **Action by City:** In the event Developer or Developer's successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Developer or Developer'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 Developer or Developer'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 Property Owners Association of Hampton, Inc.: 1607 E. Big Beaver Rd.
Troy, MI 48083

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.

Property Owners Association of Hampton, Inc.

By: Scott Snow
Scott Snow

Title: Board President

STATE OF MICHIGAN
COUNTY OF Lapeer

This agreement was acknowledged before me on August 18, 2026, by Scott Snow, who is the Board President of Property Owner's Association of Hampton, Inc., a Michigan nonprofit corporation, on behalf of the corporation.

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

Andrea Arsenault

Andrea Arsenault, notary public
Lapeer County, Michigan
My commission expires: 11/23/2031

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND

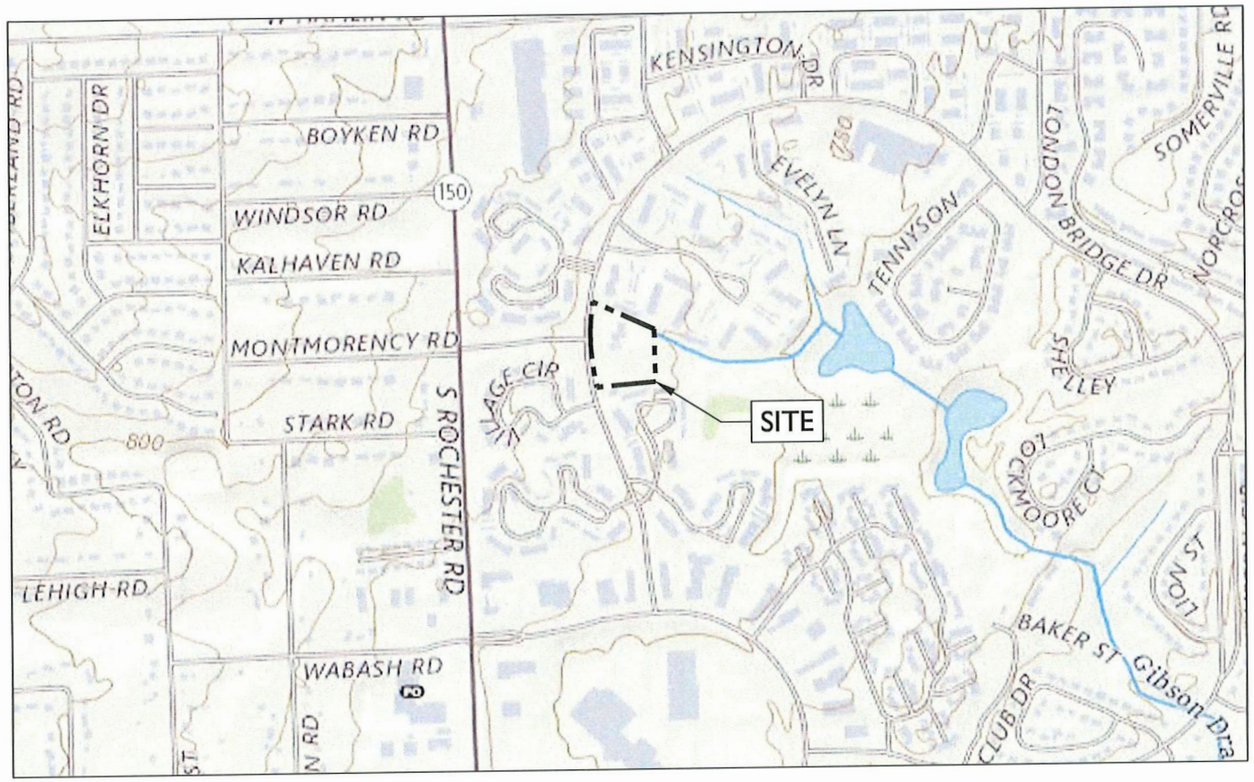
This agreement was acknowledged before me on _____, 2026, by Bryan K. Barnett, Mayor, of the City of Rochester Hills, on behalf of the City.

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

_____
_____, notary public
Oakland 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 8/20/26



SOURCE: USGS MAPPING SYSTEM

LOCATION MAP

SCALE: 1" = 2,000'±

Approved
Scott Wedinghaus
City of Rochester Hills
09/18/2026

PROPERTY DESCRIPTION:

THE LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A" - LEGAL DESCRIPTION AND LOCATION MAP

STONEFIELD engineering & design
Birmingham, MI · Rutherford, NJ · New York, NY
Princeton, NJ · Tampa, FL · Boston, MA
www.stonefieldeng.com
555 S. Old Woodward, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115

EXHIBIT
HAMPTON COMMUNITY CENTER
COMMUNITY AREA IMPROVEMENTS
PARCEL ID: 70-15-26-176-003
254 HAMPTON CIRCLE
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

DATE:	08/21/2026
SCALE:	AS SHOWN
PROJECT ID:	DET-230078

STONEFIELD engineering & design, llc.

TITLE: **STORMWATER MAINTENANCE EXHIBIT**

SHEET: **EXHIBIT A**

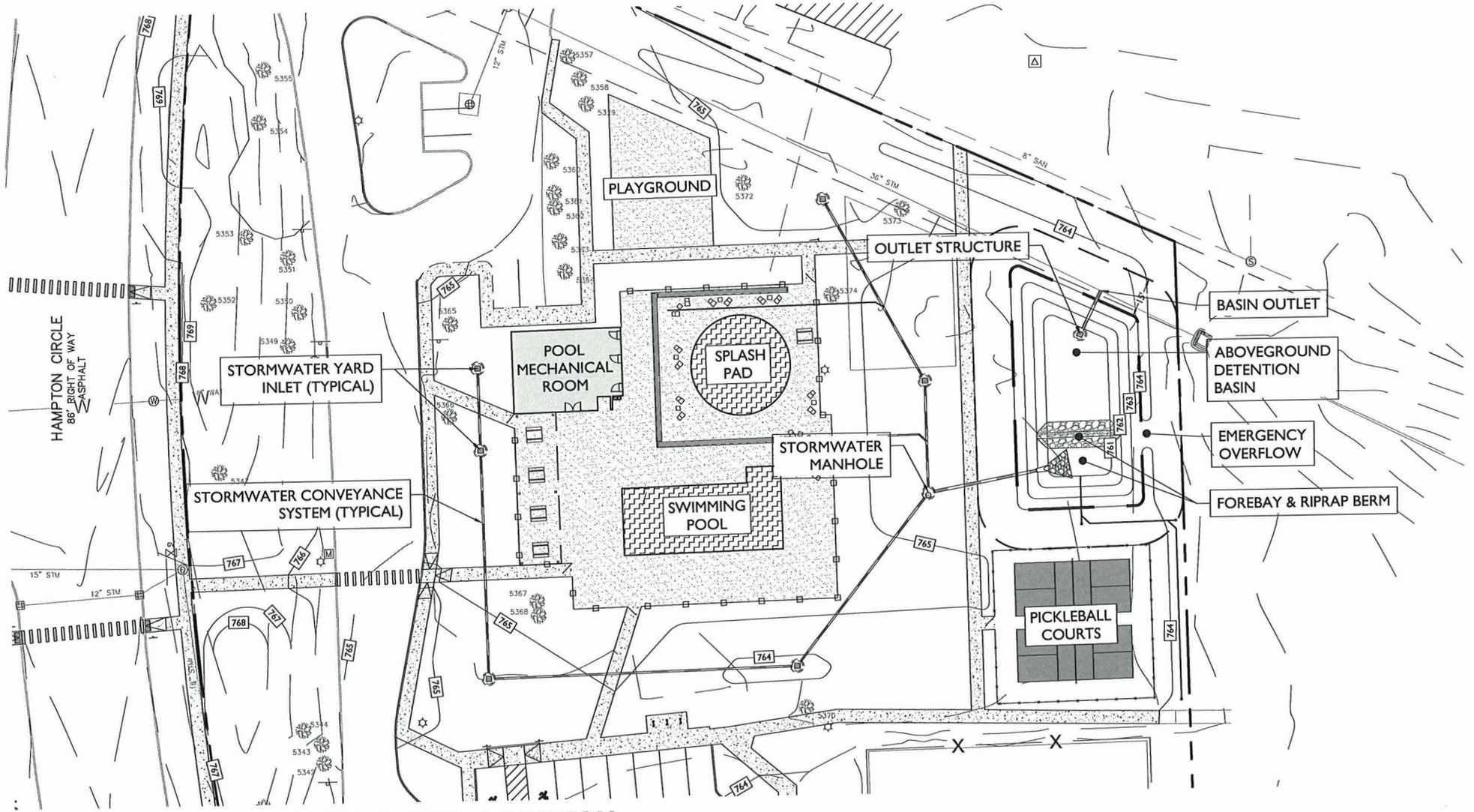
V:\DET\2023\DET-230078-Study Vitale Architects-254 Hampton Circle, Rochester Hills, MI\CADD\Exhibits\Stormwater O&M\2026-08-21_(LEGAL) Stormwater Maintenance Exhibit.dwg

SYMBOL	DESCRIPTION
	EXISTING & PROPOSED STORMWATER STRUCTURES
	STORMWATER PIPING
	ABOVEGROUND DETENTION BASIN FOOTPRINT

50' 0' 50' 100'

GRAPHIC SCALE IN FEET

1" = 50'



ARS Approved 090226

EXHIBIT "B" - STORMWATER SYSTEM LOCATION

STONEFIELD engineering & design

Birmingham, MI · Rutherford, NJ · New York, NY
Princeton, NJ · Tampa, FL · Boston, MA
www.stonefieldeng.com

555 S. Old Woodward, Suite 121, Birmingham, MI 48009
Phone 248.247.1115

EXHIBIT

HAMPTON COMMUNITY CENTER

COMMUNITY AREA IMPROVEMENTS

PARCEL ID: 70-15-26-176-003
254 HAMPTON CIRCLE
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

DATE:	08/21/2026
SCALE:	AS SHOWN
PROJECT ID:	DET-230078

STONEFIELD engineering & design, llc.

TITLE: STORMWATER MAINTENANCE EXHIBIT

SHEET: EXHIBIT B

STORMWATER MAINTENANCE SCHEDULE

TASK	STORMWATER CONVEYANCE SYSTEM	STORMWATER DETENTION BASIN	PRETREATMENT FOREBAY	CATCH BASIN INLETS	BASIN RISER	SCHEDULE
INSPECT FOR SEDIMENTATION ACCUMULATION	X	X	X	X	X	ONCE EVERY FIVE (5) YEARS
REMOVAL OF SEDIMENT ACCUMULATION	X	X	X	X	X	ONCE EVERY FIVE (5) YEARS
INSPECTION OF FLOATABLE & DEBRIS				X	X	ONCE EVERY FIVE (5) YEARS
CLEANING OF FLOATABLE & DEBRIS				X	X	ONCE EVERY FIVE (5) YEARS
INSPECTION FOR EROSION		X	X	X	X	ONCE EVERY FIVE (5) YEARS
INSPECTION OF STORMWATER SYSTEM COMPONENTS AFTER LARGE STORM EVENTS	X	X	X	X	X	ONCE EVERY FIVE (5) YEARS
MAKE ADJUSTMENTS OR REPLACE STORMWATER SYSTEM COMPONENTS	X	X	X	X	X	AS NEEDED

STORMWATER MAINTENANCE NOTES

1. **THE OWNER AND ANY CONTRACTORS HIRED TO PERFORM MAINTENANCE DUTIES ARE RESPONSIBLE FOR MEETING ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS DURING THE MAINTENANCE AND CLEANOUT OPERATIONS OF THE STORMWATER MANAGEMENT MEASURES.**

2. **THE OWNER AND ANY CONTRACTORS HIRED TO PERFORM MAINTENANCE DUTIES ARE RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DISPOSING OF MATERIAL COLLECTED FROM THE STORMWATER MANAGEMENT MEASURES. WATER AND SEDIMENT FROM CLEANOUT PROCEDURES SHOULD BE DUMPED AT A LANDFILL.**

EXHIBIT "C" - MANUFACTURER'S OPERATION AND MAINTENANCE PLANS

ARS Approved 090226

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Phone 248.247.1115

EXHIBIT

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COMMUNITY AREA IMPROVEMENTS

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TITLE: STORMWATER MAINTENANCE EXHIBIT

SHEET: EXHIBIT C