

**STREET SIGN POSTS AGREEMENT
HAWTHORNE HILLS SUBDIVISION**

On this 08 day of MAY, 2019, by and between the City of Rochester Hills, a Michigan municipal corporation, whose principal offices are located at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("City"), and the Hawthorne Hills Subdivision Homeowners Association, a Michigan non-profit corporation of 3389 Summit Ridge Drive, Rochester Hills, Michigan 48306 ("Association").

WHEREAS, the Association desires to construct, pay for and maintain street sign support posts on the interior of the Hawthorne Hills Subdivision so that the signs will be more aesthetically pleasing and compatible with the subdivision than standard street sign posts.

WHEREAS, the City Code of Ordinances Section 94.44 allows the placement of private street sign posts on the interior of the subdivision by a subdivision association or private party so long as the association or party placing them agrees to the terms and conditions of the Agreement.

NOW THEREFORE, the parties agree:

1. If the Association desires to construct and place private street sign supports in the interior of its subdivision, it shall submit its proposed plans to the Director of City Department of Engineering ("Director") and obtain approval for the supports before the placement of any sign supports. Only City street name signs are approved for placement with private sign supports and placed and maintained in the right-of-way.
2. Any sign posts placed in the right-of-way pursuant to this Agreement shall be of the height and size and be located as prescribed by the most recent edition of the Michigan Manual of Uniform Traffic Control Devices, as amended. The Director shall require that all signs support posts shall conform to the standards of the Manual in respect to safety. Any deviation from the standards of the Code shall only be from standards unrelated to safety, and only with the consent of the Director.
3. Street sign support posts which are authorized to be placed in the right-of-way pursuant to this Agreement shall only be located on the interior of a subdivision, and shall not be on major thoroughfares or arterial roads. Signs support posts placed pursuant to this Agreement shall be at the sole cost of the Association. Once sign support posts are placed, they shall be maintained, repaired and replaced, as necessary, at the sole cost of the Association.
4. The Association shall immediately repair, replace or re-erect any sign support damaged, knocked down or destroyed. The City may at any time place a temporary standard street sign post until the Association has acted to repair, replace or re-erect the private support sign posts. If upon receiving notice to repair or replace a street sign support post erected pursuant to this Agreement, the Association fails to do so for a period of fourteen (14) days, the City may replace any or all of the sign support posts in the subdivision with standard City street sign post, and the right to place other signs as provided herein shall be lost.
5. The purpose of this Agreement in allowing the Association to place private street sign posts in the right-of-way is as a privilege and shall not constitute any right to any compensation, damages or claims against the City for any cost associated with the street sign posts so erected. If the street sign posts erected by the Association are taken down and replaced by City street sign posts as provided herein, the City shall deliver the sign posts so taken down to the Association and shall have no responsibility as far as any cost, payment or other obligation whatsoever.
6. The parties may at any time agree to terminate this Agreement or the City, upon thirty (30) days written notice, may terminate the Agreement for reasons of safety or poor maintenance of the sign support posts by the Association, and the City shall have no responsibility to the Association other than to return the sign posts to the Association. The Association shall pay the City within thirty (30) days of receiving a bill, the cost of replacing the sign posts with standard sign posts, which cost, if not paid, may be prorated among the lots in the subdivision and added to the assessment rolls.
7. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

HOMEOWNERS ASSOCIATION

BY: Mark A. White
President

BY: Paul M. Greig
Secretary

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

On this 8 day of May, 2019 before me, a Notary Public, personally appeared Mark Hickson as a member of the Hawthorne Hills Homeowners Association, a Michigan non-profit corporation, who after being first duly sworn, acknowledged that foregoing Agreement to be the free act and deed of said corporation and further represents that he/she was authorized to execute the same on behalf of the corporation and that such execution was in the ordinary course of carrying on the corporation business.

Josy A. Foisy

JOSY A FOISY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, 2019
ACTING IN COUNTY OF Oakland

Josy A. Foisy
Notary Public

Oakland County, Michigan
My Commission Expires: 9-23-2019

CITY OF ROCHESTER HILLS

BY: _____
Mayor

BY: _____
Clerk

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

On this _____ day of _____, _____ before me, a Notary Public, personally appeared _____ as a member of the Hawthorne Hills Homeowners Association, a Michigan non-profit corporation, who after being first duly sworn, acknowledged that foregoing Agreement to be the free act and deed of said corporation and further represents that he/she was authorized to execute the same on behalf of the corporation and that such execution was in the ordinary course of carrying on the corporation business.

Notary Public

County, Michigan

My Commission Expires: _____

Drafted by: Barbara J. Smith
City of Rochester Hills
DPS/Engineering Department
Transportation Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309

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