

STREET SIGN POSTS AGREEMENT

NORTH OAKS III SUBDIVISION

On this ____ day of _____, _____, 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 North Oaks III Homeowners Association, a Michigan non-profit corporation of 1982 Acorn Glen Rochester Hills, Michigan 48306-3281, (“Association”).

WHEREAS, the Association desires to construct, pay for and maintain the street sign support post on the interior of the North Oaks III Subdivision so that the sign 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 internal streets of a subdivision by a subdivision association or private party so long as the association or party placing them agrees to the terms and conditions of a written agreement, acceptable to the City, to be responsible for the cost of any such sign posts and for their placement, replacement, repair and maintenance.

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 Public Service (“Director”) and obtain approval for the supports before the placement of any sign supports. Only City-approved street name signs may be placed with private sign supports and placed and maintained in the public road 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 internal streets of a subdivision, and shall not be on major thoroughfares or arterial roads.

4. 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.
5. The Association shall immediately repair, replace or re-erect any sign support damaged, knocked down or destroyed. The City may, at any time, install a temporary standard street sign post until the Association has acted to repair, replace or re-erect the damaged private support sign posts.
6. If upon receiving notice to repair or replace a street sign support post erected pursuant to this Agreement, the Association fails to do so within fourteen (14) days, the City may replace any or all of the sign support posts in the subdivision with standard City street sign posts, and the ability of the Association under this Agreement to place other sign posts shall be lost.
7. The purpose of this Agreement in allowing the Association to place private street sign posts in the right-of-way is as a privilege that is subordinate to the City's authority and responsibilities to use, control and maintain the right-of-way. This Agreement does not create 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 turn over the sign posts so taken down to the Association and shall have no responsibility as far as any cost, payment or other obligation whatsoever.
8. The parties may, at any time, mutually agree to terminate this Agreement or the City, upon thirty (30) days written notice, may terminate the Agreement for safety reasons or if the City determines the Association is not complying with this Agreement or is not properly maintaining the sign support posts, in which event the City shall have no responsibility to the Association other than to return the sign posts to the Association. Upon termination of this Agreement, the City will replace the private sign posts with stand sign posts. The Association shall pay the City within thirty (30) days of receiving a bill for the City's cost of replacing the sign posts with standard sign posts, which cost, if not paid, may be prorated among the lots in the subdivision, added to the property tax assessment rolls, and levied and collected in the manner that general property taxes are levied and collected.
9. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. By signing this Agreement, the Association represents and warrants that it has the authority to enter into this Agreement and to bind itself and its member lot owners to the terms and conditions hereof.

HOMEOWNERS ASSOCIATION

BY: _____
President

STATE OF MICHIGAN }
COUNTY OF OAKLAND}

On this ____ day of _____, _____ before me, a Notary Public, personally appeared _____ as the President of the North Oaks III 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:_____

CITY OF ROCHESTER HILLS

BY: _____
Bryan K. Barnett, Mayor

BY: _____
Tina Barton, Clerk

STATE OF MICHIGAN }
COUNTY OF OAKLAND}

On this ____ day of _____, _____ before me, a Notary Public, personally appeared Bryan K. Barnett and Tina Barton, the Mayor and Clerk, respectively, of the City of Rochester Hills, who executed the foregoing Agreement on behalf of the City.

Notary Public

County, Michigan
My Commission Expires:_____

Drafted by:
Russ George
City of Rochester Hills
DPS/Engineering Dept.
1000 Rochester Hills Drive
Rochester Hills, MI 48309

When Recorded Return to:
Tina Barton, City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309