

WATER SERVICE AGREEMENT AMONG THE CHARTER
TOWNSHIP OF OAKLAND, THE CITY OF ROCHESTER HILLS
AND REBECCA L. BARRON

This Agreement is made on _____, 2012, among the CHARTER TOWNSHIP OF OAKLAND ("Charter Township of Oakland"), whose administrative office is located at 4393 Collins Road, Rochester, MI 48306-1619, the CITY OF ROCHESTER HILLS ("Rochester Hills"), whose administrative office is located at 1000 Rochester Hills Drive, Rochester Hills, MI 48309, and Rebecca L. Barron ("Customer"), whose address is 794 Dutton Road, Rochester Hills, MI 48306.

WHEREAS, Customer owns property (the "property") located in the Charter Township of Oakland, Oakland County, Michigan, more particularly described as: "Lot 2 of South Gate Farms" being a part of the southwest 1/4 of Section 34, T.4N., R.11E., Oakland Twp., Oakland County, Michigan as recorded in Liber 130, Pages 4 and 5, Oakland County Records, with the address of 794 Dutton, Rochester Hills, MI 48306; and

WHEREAS, Customer resides on the above-described property and water service to the property is not yet available from the Charter Township of Oakland; and

WHEREAS, Rochester Hills does have a nearby watermain on the south side of Dutton Road available to service the property; and

WHEREAS, Rochester Hills is willing to enter into this Agreement with the Charter Township of Oakland and Customer to provide water service to the property until such time as the Charter Township of Oakland makes water service available;

NOW THEREFORE, the parties agree:

1. Customer may apply to the Charter Township of Oakland for permits necessary under the Charter Township of Oakland's ordinances to connect to the watermain of Rochester Hills. After providing the Charter Township of Oakland with all documentation, charges and fees required under the Charter Township of Oakland's ordinance, Customer is authorized by the Charter Township of Oakland to apply to Rochester Hills for permits necessary under Rochester Hills' ordinance to connect to Rochester Hills' water system.

2. Rochester Hills shall, upon receiving all documentation, charges and fees required for issuance of permits under its ordinances, issue a permit to Customer allowing connection to the Rochester Hills water system to provide water service to the property. The charges to be paid by Customer to Rochester Hills shall include 150% of Rochester Hills' applicable capital charge, which Customer shall pay in cash, before connection.

3. Both the Charter Township of Oakland and Rochester Hills may

supervise, inspect, test and approve the construction of any water lead connecting to Rochester Hills' water system. Rochester Hills shall directly bill Customer for Rochester Hills' cost of supervising, inspecting, testing and approval, and Customer shall pay such bill within thirty (30) days.

4. After final construction of any water lead connecting to Rochester Hills' system, the Charter Township of Oakland and Rochester Hills may inspect and test, any portion of the water lead, appurtenances or equipment as necessary. Rochester Hills shall directly bill its cost of inspecting and testing, to Customer, who shall pay such bill within thirty (30) days.

5. Customer shall respect and comply with all Rochester Hills' Ordinances, rules, regulations and standards relative to cross-connections and the prevention of infiltration of foreign matter into the water system, and Rochester Hills may inspect the water connection at any reasonable time to verify compliance. Rochester Hills shall notify Customer regarding any non-compliance or need for corrective action or maintenance. If Customer does not undertake the necessary correction action or maintenance within a reasonable time, Rochester Hills may perform the corrective action or maintenance and charge the cost thereof to Customer. With respect to necessary emergency repairs or maintenance, Rochester Hills may, without advance notice to Customer, perform the same and charge the cost thereof to Customer.

6. Rochester Hills shall directly bill Customer for water service furnished to the property at the rate of 150% of the normal service and usage rate charged by Rochester Hills for water service, the rate being subject to change by Rochester Hills at any time, consistent with the rate charges applicable to similarly situated customers of Rochester Hills who are residents of the City of Rochester Hills.

7. Any charges billed, pursuant to this Agreement, by Rochester Hills to Customer, but not paid by Customer by the due date stated on the bill, shall be considered delinquent. Rochester Hills shall notify the Charter Township of Oakland of any charges which are delinquent for six (6) months or more, and the Charter Township of Oakland shall place such charges, plus any late payment charges required under Rochester Hills' Ordinance applicable to all customers on the tax roll as provided by the Charter Township of Oakland's Ordinance as a lien on the property, to be collected and enforced in the same manner as general property taxes against the property are collected and the lien thereon enforced. Upon receipt of payment, either by the Customer or by the County if returned delinquent, the Charter Township of Oakland shall forward such payments to Rochester Hills.

In addition to the foregoing, Rochester Hills may, after affording the Customer notice and an opportunity to be heard, discontinue water service to the property if Customer's payment of charges is more than thirty (30)

days delinquent, and Rochester Hills shall not be required to re-establish water service until all delinquent charges, penalties, interest and turn-on charges have been paid, as required under Rochester Hills' ordinance, applicable to all customers.

8. In the event water service from the Charter Township of Oakland becomes available to service the property, Customer shall, within sixty (60) days of notice thereof, weather permitting, disconnect from Rochester Hills' water system, connect to the Charter Township of Oakland's system and pay the Charter Township of Oakland any additional charges that may be due pursuant to the Charter Township of Oakland's ordinance provisions in effect at that time. Upon disconnection from Rochester Hills' water system, and the payment of all outstanding charges, fees and bills, this Agreement shall terminate. Furthermore, Rochester Hills reserves the right to discontinue water service to the property upon Customer's neglect or failure to disconnect as required under this paragraph.

9. Rochester Hills may discontinue water service to the property and terminate this Agreement after giving both the Charter Township of Oakland and Customer five (5) days notice, in writing, of its intention to do so and affording the Customer an opportunity to be heard, because of the failure of Customer to fulfill any obligations or conditions provided in this Agreement, including, but not limited to, the obligation to timely pay all charges, fees and bills. The discontinuance of water service for such cause shall not release Customer from any obligation to pay any and

all bills due in accordance with this Agreement. In the event Rochester Hills discontinues water service pursuant to this paragraph or paragraph 8, above, Rochester Hills shall have no obligation to reimburse or pay Customer for costs or damages incurred by Customer as the result of the discontinuance.

10. In addition, either Rochester Hills or the Charter Township of Oakland may temporarily discontinue water service when necessary for repair, replacement or maintenance, and Customer waives any claim Customer may have for damages for such discontinuance against Rochester Hills or the Charter Township of Oakland, or their respective officials, employees or agents, provided that whenever Rochester Hills or the Charter Township of Oakland anticipates a temporary discontinuance, as distinguished from an unforeseen or emergency discontinuance, Rochester Hills or the Charter Township of Oakland shall attempt to provide reasonable advance notice to Customer. Rochester Hills' temporary discontinuance of water service pursuant to this paragraph shall not release Customer from Customer's obligation to pay all amounts due under this Agreement.

11. Customer shall indemnify, hold harmless and defend the Charter Township of Oakland and Rochester Hills, their officials, officers, employees and agents from any claims, liability, damages or expenses, including attorney fees, which may arise out of making, fulfilling or enforcing this Agreement and furnishing water service to the property, except that Customer shall not be obligated to indemnify, hold harmless or

defend a party for any claim, liability, damages or expense resulting from that party's gross or sole negligence.

12. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.

13. This Agreement shall be recorded at the Oakland County Register of Deeds, and the obligations stated herein shall bind the parties, their successors, grantees and assignees and shall run with the land.

14. This Agreement remains subject to cancellation in the event a court of competent jurisdiction restricts or limits Rochester Hills' right to obtain, sell, contract for or distribute water service.

15. This Agreement shall be construed under Michigan law, and if a court of competent jurisdiction determines any part, term or provision of this Agreement is illegal or in conflict with any law, the validity of the remaining parts, terms and provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as though the Agreement did not contain the particular part, term or provision held to be invalid.

16. This Agreement shall remain in effect until terminated as herein provided, or terminated by mutual agreement of the parties.

17. This Agreement constitutes the full agreement of the parties and supersedes any prior agreements or understandings. Any amendments shall

be made in writing executed by all of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date recited above.

Rebecca L. Barron

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CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Jane Leslie, Clerk

CHARTER TOWNSHIP OF OAKLAND

By: _____
Joan Fogler, Supervisor

By: _____
Judy Workings, Clerk

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STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Rebecca L. Barron

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Bryan K. Barnett, Mayor, and Jane Leslie, Clerk, of the City of Rochester Hills, on behalf of the City.

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Joan Fogler, Supervisor, and Judy Workings, Clerk, of the Charter Township of Oakland, on behalf of the City.

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:

John D. Staran, Attorney

Upon recording return to:

Jane Leslie, Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309