

STREET LIGHTING AGREEMENT

This agreement is made on _____, between the City of Rochester Hills, (the “City”), a Michigan municipal corporation, of 1000 Rochester Hills Drive, Rochester Hills Drive, Rochester Hills, Michigan 48309, and _____, (the “Association”).

WHEREAS, the Association requested _____ street light(s) be placed _____, in the City of Rochester Hills, Michigan, for the convenience and benefit of its members.

Location A -

Location B -

WHEREAS, DTE Energy (“DTE”) is willing to install such lighting, but because the lighting will be in a public right-of-way, DTE will not directly contract with or charge the Association but will provide the installation and service to the City. The City is willing to assist and cooperate with the Association to obtain the desired lighting in accordance with this Agreement.

THEREFORE, the parties agree:

1. The City will request DTE to install street light(s) at the intersection(s) of _____ according to plans and specifications presented by DTE.

2. The City shall pay DTE’s invoices. The City shall, quarterly, in advance, invoice the Association for the estimated amount of all DTE charges and fees for the lighting service during the next quarter, plus a twenty percent (20%) City administrative and service fee. The Association shall fully pay to the City the invoiced amounts within thirty (30) days. If the amount paid in advance by the Association turns out to be more or less than the actual charge by DTE, a corresponding

adjustment (i.e., credit or additional charge) shall be made in the City's next quarterly invoice. Additionally, the Association shall reimburse the City for any and all amounts charged by DTE for the installation, repair, replacement or maintenance of the lighting equipment and service.

3. If the Association defaults or otherwise neglects or fails to timely and fully pay amounts invoiced by the City under Paragraph 2, above, the City may stop or withhold payment to DTE and/or request DTE to suspend or discontinue service. If service is suspended or discontinued for this or any other reason, the City shall not be liable to the Association or its members, and the Association shall, to the fullest extent permitted by law, release, pay in behalf of, indemnify, hold harmless and defend the City, its elected and appointed officials, boards, committees, employees and others working on behalf of the City, for and against any and all claims, demands, suits, liabilities, expenses or loss by DTE, the Association and its members, or any other person or entity, in tort or contract, for injuries or damages arising out of relating to the suspension or discontinuance of such service or lighting.

4. Additionally, the City may undertake or institute legal action to collect amounts due from the Association, and the City shall be subrogated to the Association's right to assess its members for amounts due. Alternatively, the City may place any indebtedness hereunder on the tax rolls and spread it among the lot owners comprising the Association. Amounts added to the tax rolls shall be collected and enforced in the same manner as general property taxes are collected and enforced.

5. The contractual obligations included herein shall run with the land and each lot described herein and shall be binding upon the Association, and its members, lot owners, successors, grantees and assigns for as long as the subject street lights are used. This document shall be recorded to provide notice to lot owners and prospective purchasers of the obligations, conditions, terms and requirements of this Agreement.

6. This Agreement supersedes and replaces any prior Agreement between the parties concerning street lighting. Any modification, amendment or supplement shall be in writing signed and dated by both parties.

By: _____
Bryan K. Barnett, Mayor

By: _____
Jane Leslie, Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

This Agreement was acknowledged before me on _____, 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: _____

HOMEOWNERS ASSOCIATION

By: _____
_____, President

By: _____
_____, Secretary

STATE OF MICHIGAN
COUNTY OF OAKLAND

This Agreement was acknowledged before me on _____, by _____, President, and _____, Secretary, of _____, on behalf of the Association.

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

This document was prepared by:

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