

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 Hazelwood Hills Homeowners Association, herein referred to as the Association.

WHEREAS, the Association requested 1 street light(s) be placed in the island within the Grand Park right-of-way at its intersection with Hazelton Avenue, in the City of Rochester Hills, Michigan, in order to provide for the convenience and safety of its residents.

WHEREAS, the property owned by the Association is located in the City of Rochester Hills, (formerly Avon Township), County of Oakland and the State of Michigan, and is more particularly described as:

Location A: Road right-of-way of Grand Park at the intersection with Hazelton Avenue, City of Rochester Hills, N.W. ¼ of Section 34, T3N, R11E, Avon Township, Oakland County, Michigan. This described land is as recorded in Liber 26610, Pages 674-677, Oakland County Records.

WHEREAS, the Detroit Edison Company (Edison) has indicated its willingness to install such lighting. Because the lighting will be in a public right-of-way, Detroit Edison will not directly contract with or charge the Association but will provide the installation and service to the City of Rochester Hills. The City is willing to accommodate the Association so that they may obtain the needed lighting.

WHEREAS, the parties hereto agree:

1. The City will request Detroit Edison to install street light(s) at the intersection(s) of Grand Park and Hazelton Avenue according to plans and specifications presented by Detroit Edison.

2. The City shall pay Detroit Edison as billed, and the Association shall pay the City quarterly, in advance, for any and all charges made by Detroit Edison for the lighting service, as is provided for in this agreement and the Association shall pay an additional fee to the City of twenty (20) percent of the charges made by Detroit Edison for the lighting as an administrative and service fee. If the amount paid in advance by the Association is more or less than the actual charge by Detroit Edison and the administrative fee, an adjustment shall be made in the next quarterly

statement. The Association shall reimburse the City for any charge made by Detroit Edison for the installation and/or maintenance of the lighting equipment and service.

3. In the event the Association fails to make any payments as are provided for in Paragraph 2, the City may discontinue payment to Detroit Edison or request discontinuance of service. If service is discontinued for these reasons or any other reasons, the City shall not be liable to Detroit Edison, the Association, individual lot owners or anyone else in connection therewith and shall be held harmless and indemnified by the Association for any liability to anyone, in tort or contract, or otherwise, arising out of the termination of such service or absence of such lighting.

4. In the event, the Association fails to pay the City as is provided in Paragraph 2, the City may take further action, at its option, as may be allowed by law, to collect the cost of such lighting from the Association or from those parties or entities receiving the benefits of said lighting. As an alternative, the City may place any indebtedness hereunder on the tax rolls as a charge against the described premises, and said amount on the tax rolls shall be collected and be a lien which shall be enforced in the same as the general city taxes and are collected and enforced.

5. The contractual obligations included herein shall run with the land described herein and shall be binding upon the Association.

WITNESSED:

CITY OF ROCHESTER HILLS BY:

Bryan K. Barnett, Mayor

Jane Leslie, Clerk

STATE OF MICHIGAN)

ss

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, Oakland County,
Michigan on behalf of the City.

, Notary Public
Oakland County, MI
My Commission Expires:

WITNESSED:

HOMEOWNERS ASSOCIATION BY:

By: _____

STATE OF MICHIGAN)

ss

COUNTY OF OAKLAND)

This Agreement was acknowledged before me on _____ by

respectively
President and Secretary/Treasurer of Hazelwood Hills Homeowners Association.

Notary Public,
Oakland County, MI
My Commission Expires:

This document was prepared by:
John Staran, Attorney at Law
Beier Howlett, P.C.
200 E. Long Lake, Suite 110
Bloomfield Hills, MI. 48304

When recorded, return to:
Clerks Office
City of Rochester Hills
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Rochester Hills, MI. 48309