

**AGREEMENT FOR  
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made on October 17<sup>th</sup>, 2008, by **William Beaumont Hospital**, a Michigan non-profit corporation ("Owner"), whose address is 3601 W. Thirteen Mile Rd., Royal Oak, MI 48073, and the **CITY OF ROCHESTER HILLS** (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

**WHEREAS**, Owner owns and proposes to develop the Property described in attached Exhibit A; and

**WHEREAS**, the proposed development of the Property will alter the natural flow of surface and storm water drainage; and

**WHEREAS**, Owner has proposed, and the City has approved, a storm water drainage and detention system comprised of those storm water detention and water quality treatment facilities and devices, pumping system, storm sewer pipe, catch basins, manholes, end-sections, ditches, swales, open water courses and rip-rap which are located on and serve the Property as described and depicted in the Storm Water System Plan attached as Exhibit B, but excluding any catch basins or other facilities lying within the Highway Easement/right of way (the "System"); and

**WHEREAS**, the parties will benefit from the proper operation, use and maintenance of the System and enter into this agreement to provide for the same.

**THEREFORE**, the parties agree as follows:

1. **Use of the System:**

Components of the System, including any and all water conveyance, detention and water quality treatment facilities and devices, pumping system, storm sewer pipe, catch basins, manholes, end-sections, ditches, swales, open water courses and rip-rap, shall be used solely for the purpose of conveying, detaining and treating storm and surface drainage on the property until such time as: (i) The City determines and notifies Owner or Owner's successors, grantees or assigns, in writing, that it is no longer necessary to convey, detain or treat the storm and surface drainage; and (ii) An adequate alternative for conveying, detaining and treating storm and surface drainage has been provided which is acceptable to the City and which includes the granting of any easements to the City or third parties as may be required or necessary for the alternative drainage system.

2. **Maintenance:**

A. Owner shall be responsible for the proper maintenance, repair and replacement of the System and all parts thereof as detailed in the Maintenance Plan attached as Exhibit C. Owner shall have no obligation to maintain, repair or replace the catch basins or other facilities lying within the Highway Easement/right of way or the storm water drains located on the property to the west of the Property, which drains are being or have been installed by Owner pursuant to that certain Agreement for Storm Sewer Easement among Owner, City and others, dated August, 2008, for which City shall be solely responsible.

B. Proper maintenance of the System shall include, but is not limited to: (i) Removing accumulated sediment, trash and debris from the detention basin and at inlet pipes; (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, end-sections and safety features; (iv) Controlling the effects of erosion; (v) Inspection and cleaning of the water quality treatment device; (vi) Inspection of inlet and outlet pipes for structural integrity; (vii) Inspection and replacement of riprap at inlet pipes; (viii) Inspection and cleaning of the storm sewer and catch basins upstream from the detention basin; (ix) Inspection and replacement of stone around the outlet pipe; and (vi) Any other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System, provided all maintenance required by the City is substantially consistent with what is required by the City of owners of similar storm water management systems.

3. **Action by City:**

If, at any time, Owner or Owner's successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Owner or Owner's successors, grantees or assigns. The notice shall be in writing and shall list and describe maintenance deficiencies and demand that they be corrected within thirty (30) days.

The notice shall further specify a date and place for a hearing to be held at least fourteen (14) days after the date of the notice before the City Council, or such other board or official as the City Council may designate. At the hearing, the City Council (or other designated board or official) may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may extend the time for the deficiencies to be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake the necessary corrective actions to correct the deficiencies cited in the City's written notice regarding the same. Such corrective action concerning the System by the City shall not be construed to be a trespass or a taking of the Property, nor shall the City's actions vest in the public any right to enter or use the Property. Thereafter, if Owner or Owner's successors, grantees or assigns do not properly maintain the System, the City

may in subsequent years, after providing similar written notice, schedule and hold another hearing to determine whether the City should take further corrective action, subject to a similar notice, hearing and determination

In the event the City determines an emergency condition caused by or relating to the System threatens the public health, safety or general welfare, the City shall have the right to immediately and with only such notice as may be effectuated under the circumstances, which may be only telephone notice, enter the Property and undertake appropriate corrective action.

4. **Charges:**

The City shall charge to the then current owner of the Property the cost of maintenance or other corrective action undertaken by the City under this agreement, plus a ten percent (10%) administrative fee. If not timely paid (within 45 days of delivery of an invoice for the same), the City may place the charges on the City's tax roll, which charges shall be a lien on the real property and shall be collectable and enforceable in the same manner as general property taxes are collected and enforced.

5. **Notice:**

Any notices required under this agreement shall be personally delivered, or sent by certified mail, return receipt requested, or by recognized overnight courier service, to the address for each party set forth below, or to such other addresses as such party may notify the other parties in writing:

To Owner: William Beaumont Hospital  
Attn: Vice President, Operations,  
Ambulatory Services Division  
100 East Big Beaver Road, Suite 800  
Troy, MI 48083

With a copy to: Rochester Hills Health and Wellness Building, LLC  
c/o Landmark Healthcare Companies, LLC  
839 N. Jefferson Street  
Milwaukee, WI 53202  
Attn: Nicholas Checota

To the City: City Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

6. **Successors and Assigns:**

This agreement shall bind and inure to the benefit of the parties and their respective successors, grantees and assigns. The benefits, burdens, rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the Property and any divisions thereof.

7. **Recording of Agreement:**

This agreement shall be recorded at the Oakland County Register of Deeds.

**William Beaumont Hospital**, a Michigan non-profit corporation

By: Eric R. Hunt  
Eric R. Hunt  
Its: Vice President, Operations,  
Ambulatory Services Division

**CITY OF ROCHESTER HILLS**

By: Bryan K. Barnett, Mayor

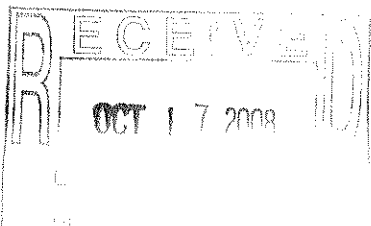
By: Jane Leslie, Clerk

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

This agreement was acknowledged before me on October 17<sup>th</sup>, 2008, by Eric R. Hunt, Vice President, Operations, Ambulatory Services Division, of William Beaumont Hospital, a Michigan non-profit corporation, on behalf of the corporation.

Gayle R. McClenahan, notary public  
Oakland County, Michigan  
Acting in Oakland County County  
My commission expires: June 26, 2012

[acknowledgments continued on next page]



GAYLE R. MCCLENAHAN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Jun 26, 2012  
ACTING IN COUNTY OF Oakland

STATE OF MICHIGAN )

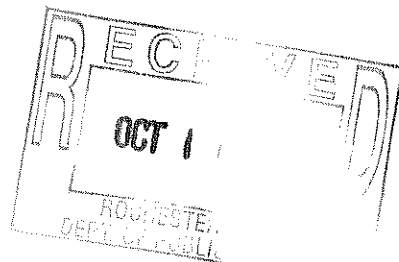
COUNTY OF OAKLAND)

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  
County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

Drafted By:

When Recorded return To:  
City Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309



## Exhibit A

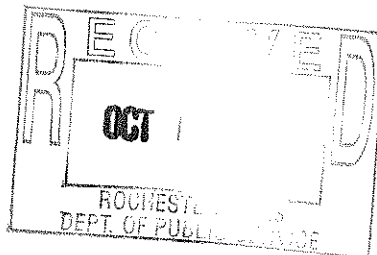
STORM WATER COLLECTION SYSTEM  
CENTER FOR HEALTH IMPROVEMENT  
CITY OF ROCHESTER HILLS, MICHIGAN

### PROPERTY DESCRIPTION

#### OVERALL PARCEL LEGAL DESCRIPTION

(PARCEL No. 15-36-452-011)  
PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 36; THENCE N.02°14'50"W., 362.06 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY; THENCE N.87°31'08"E., 815.65 FEET; THENCE S.89°28'52"E., 33.21 FEET; THENCE S.02°13'01"E., 365.66 FEET; THENCE S.87°52'49"W., 848.64 FEET TO THE POINT OF BEGINNING. CONTAINING 7.105 ACRES, INCLUDING EXISTING RIGHT-OF-WAY.



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
LANDMARK HEALTHCARE  
FACILITIES, LLC.  
839 N. JEFFERSON ST.  
MILWAUKEE, WI 53202


SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	09-04-08	MK	C550-03	1 of 1

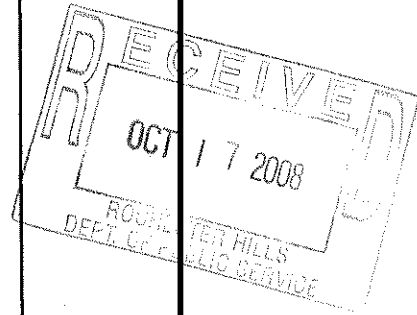
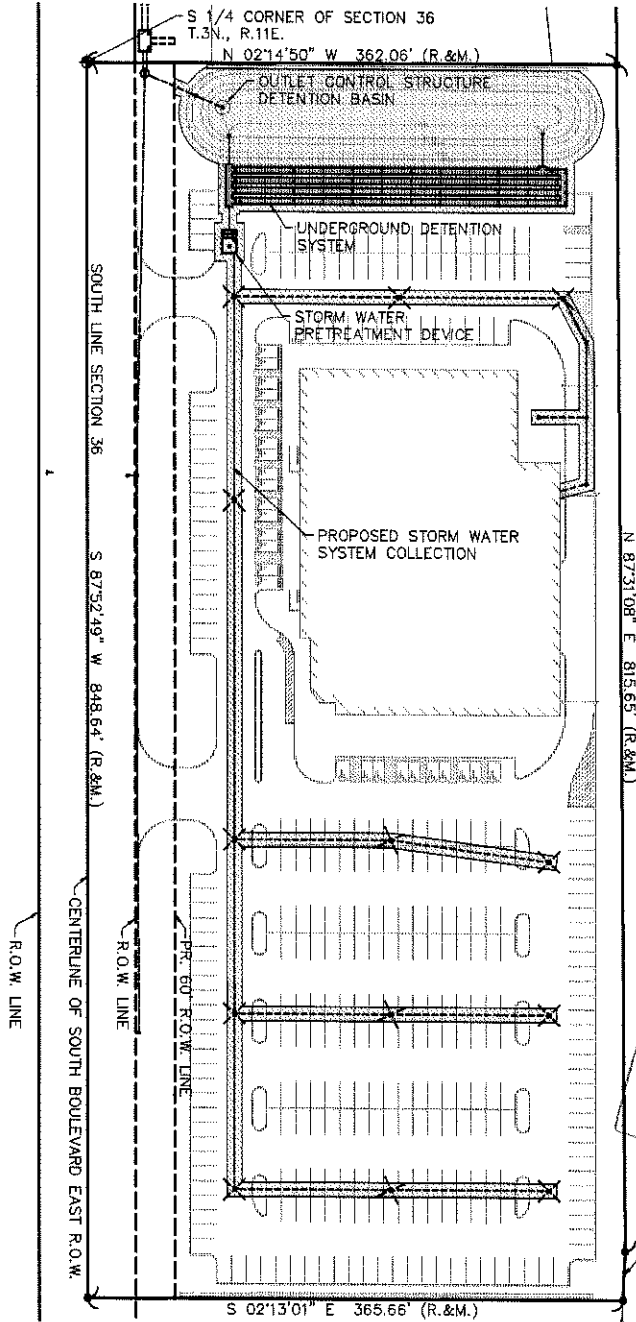
# Exhibit B

## STORM WATER COLLECTION SYSTEM CENTER FOR HEALTH IMPROVEMENT CITY OF ROCHESTER HILLS, MICHIGAN

### STORM WATER SYSTEM PLAN



  
DRAINAGE SYSTEM UNDER STORM  
WATER MAINTENANCE AGREEMENT



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# Exhibit C

## STORM WATER COLLECTION SYSTEM CENTER FOR HEALTH IMPROVEMENT CITY OF ROCHESTER HILLS, MICHIGAN

### MAINTENANCE PLAN

ADDRESS: 1555 SOUTH BOULEVARD EAST  
ROCHESTER HILLS, MICHIGAN

THE OWNER ASSUMES ULTIMATE RESPONSIBILITY FOR THE COLLECTION SYSTEM, STORM WATER PRETREATMENT DEVICE, UNDERGROUND DETENTION SYSTEM, DETENTION BASIN, OUTLET CONTROL STRUCTURE AND THE PIPES LETTING THE DETENTION SYSTEM TO THE PUBLIC STORM DRAIN.

THE OWNER WILL PERFORM THE NECESSARY MAINTENANCE OF THE SYSTEM AND AGREES TO NOTIFY ANY SUBSEQUENT PROPERTY PURCHASER OF THE REQUIREMENTS OF THIS DOCUMENT, SHOULD THE PROPERTY BE SOLD.

THE OPERATION OF THE STORM WATER PRETREATMENT DEVICE, UNDERGROUND DETENTION SYSTEM, DETENTION BASIN, OUTLET CONTROL STRUCTURE AND PIPES SHALL BE MONITORED TO VERIFY THAT THEY ARE PERFORMING AS DESIGNED AND WILL BE REPAIRED OR MODIFIED AS REQUIRED TO ENSURE THAT THE SYSTEM OPERATES AS INTENDED.

MAINTENANCE OF THE STORM WATER COLLECTION SYSTEM CONSISTS OF THE FOLLOWING ITEMS, WHICH ARE TO BE DONE AT LEAST TWICE PER YEAR AS FOLLOWS:

- A. CLEAN THE COVERS OF ALL CATCH BASINS AND INLETS.
- B. CHECK THE DEPTH OF ACCUMULATED SEDIMENT IN EACH STORM STRUCTURE AND REMOVE THE SEDIMENT IF IT IS 12 OR MORE INCHES IN DEPTH.
- C. IF WHILE CHECKING THE SEDIMENT IN THE STRUCTURES, IT BECOMES APPARENT THAT THE SEDIMENT HAS ENTERED THE CONNECTING PIPES, THE PIPES SHALL BE JETTED TO REMOVE THE SEDIMENT.
- D. IF ANY SETTLING AROUND THE STRUCTURES OR ALONG THE ROUTE OF THE PIPES IS EVIDENT, THE STRUCTURES AND THE PIPES SHALL BE CHECKED FOR OPEN JOINTS AND CRACKS WHICH, IF FOUND, SHALL BE REPAIRED.

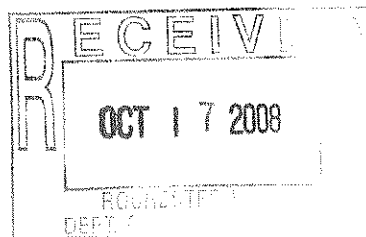
MAINTENANCE OF THE STORM WATER PRETREATMENT DEVICE, UNDERGROUND DETENTION SYSTEM, OUTLET CONTROL STRUCTURE AND OUTLET PIPES MUST BE PERFORMED AT LEAST TWICE PER YEAR AS FOLLOWS:

- A. THE STORM WATER PRETREATMENT DEVICE AND UNDERGROUND DETENTION SYSTEM ARE TO BE INSPECTED AND CLEANED OF ANY ACCUMULATED DEBRIS AND SEDIMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED SCHEDULE.
- B. THE UNDERGROUND DETENTION SYSTEM MUST BE CLEANED IF ITS VOLUME IS REDUCED BY MORE THAN TEN (10) PERCENT DUE TO THE ACCUMULATION OF SILT AND SEDIMENT.
- C. THE OUTLET CONTROL STRUCTURE AND OUTLET PIPES SHALL BE MAINTAINED IN ACCORDANCE WITH THE MAINTENANCE SCHEDULE FOR THE COLLECTION SYSTEM DESCRIBED ABOVE.



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