



CITY COUNCIL ACTION REPORT

April 11, 2016

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic and Community Development
Elaine Bo, Recreation Director
Tim Richnak, Public Works Director
William Huotari, Deputy City Engineer/Traffic Engineer
Steven J. Vandette, City Engineer

Subject: Amendment of Agreement for Use of Driveway – Amendment to allow the use of Flynn Park Driveway for access to Beaumont Hospital from South Boulevard during Dequindre Road Reconstruction

History:

In November 2006 City Council approved an agreement between the City of Troy and William Beaumont Hospital for hospital personnel to use the Flynn Park driveway for access to the hospital from South Boulevard (Res #2006-11-342). This Agreement was requested by Beaumont to reduce traffic congestion on Dequindre caused by hospital staff during shift change and from contractors that would be working on a hospital building addition. Use of the roadway by hospital vendors, visitors and emergency vehicles was not permitted.

The agreement is for 20 years with a review of the user fee charged to Beaumont every ten (10) years on the anniversary date of the approval by the City Council. The next city review is scheduled for later this year. The Hospital currently pays \$15,000 per year for use of the driveway, in addition to paying for a portion of pavement repair costs in 2017.

Amendment Agreement:

Due to the scheduled reconstruction of Dequindre Road by the Road Commission for Oakland County, Beaumont Hospital has asked for expanded use of the Flynn Park driveway from May 15 to November 21, 2016 to help facilitate traffic to and from the Hospital.

Use of the driveway will also assist and expedite construction when the North Drive (Emergency) entrance from Dequindre is reduced to one lane to allow for the driveway's replacement. This one lane entrance would be solely dedicated to inbound traffic so

that both the community and emergency traffic on Dequindre can still access the Emergency Center as they have in the past, but outbound traffic would use the Flynn Park driveway until replacement of the North Drive is completed.

City staff, including representatives from Recreation, DPW, Engineering, Legal and City Manager's Office, reviewed Beaumont's request to add the following vehicular uses to the agreement during the replacement of Dequindre Road. Staff agrees that the use of the Flynn Park driveway can be expanded to include this traffic and once the project is complete, the use would return to the original agreement.

1. Allow use by hospital visitors and patients, ambulances and other emergency vehicles (Amendment Item #2).
2. Allow 24/7 use by ambulances, other emergency vehicles and delivery vehicles (Amendment Item #3).
3. Allow use by construction vehicles for large equipment deliveries pertaining to the Hospital's powerhouse expansion. Construction traffic is prohibited on the driveway during times when games or other competitions are scheduled for Flynn Park, and are prohibited starting one hour before any scheduled games and ending one hour after the last scheduled game. Other restrictions apply (Amendment Item #4).

Financial:

There are no financial obligations associated with the proposed amendment to the original 2006 agreement, however; item #5 of the amendment specifies that repairs to the driveway (to comply with the requirements of the original agreement) will be delayed until after the Dequindre Road project. The Hospital is obligated to contribute 70% of the cost of pavement repairs, which are scheduled for 2017.

Recommendation:

Staff recommends that City Council approve the Letter of Agreement amending the 2006 agreement between the City of Troy and William Beaumont Hospital for use of the Flynn Park driveway. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

LETTER OF AGREEMENT AMENDING AGREEMENT BETWEEN CITY OF TROY
AND WILLIAM BEAUMONT HOSPITAL FOR USE OF DRIVEWAY

WHEREAS, On November 21, 2006, the City of Troy (CITY) entered into the attached Agreement with William Beaumont Hospital (HOSPITAL), allowing HOSPITAL to use the Flynn Park driveway to access the HOSPITAL from South Boulevard under certain conditions and limitations, and this document was recorded in Liber 40050, Page 158 of the Oakland County Register of Deeds; and

WHEREAS, this Amendment to the Agreement is binding on the CITY and HOSPITAL until November 21, 2016; and

WHEREAS, CITY and HOSPITAL are aware of the proposed 2016 Dequindre Road project, constructed by the Road Commission for Oakland County, and HOSPITAL is concerned that this project may impact HOSPITAL's access, and therefore asked CITY for amendments to the Agreement; and

WHEREAS, CITY is willing to amend the Agreement until November 21, 2016.

NOW THEREFORE,

The Parties Agree to Amend the Agreement under the following terms and conditions:

1. This Letter of Agreement amends the attached AGREEMENT BETWEEN CITY OF TROY AND WILLIAM BEAUMONT HOSPITAL FOR USE OF DRIVEWAY, and is effective from May 15, 2016 until November 21, 2016.
2. Paragraph 1 A. is amended to include hospital patients, visitors, emergency vehicles and ambulances in the definition of "User," since the parties agree that these vehicles are temporarily permitted to use the Flynn Park Driveway leading from South Boulevard to HOSPITAL.
3. Paragraph 3 is deleted, temporarily removing the time restrictions for ambulances, other emergency vehicles and delivery vehicles to use the Flynn Park Driveway from South Boulevard to HOSPITAL.
4. Paragraph 8 is amended, and replaced in its entirety with the following: Construction Vehicular Traffic. Limited construction vehicular traffic for large equipment deliveries pertaining to HOSPITAL's powerhouse expansion will be permitted to use the Flynn Park Driveway from South Boulevard to HOSPITAL. Overweight truck permits shall not be valid during the spring weight restriction period. Construction vehicular traffic shall obtain in advance any required permits for use of roadways in the City, and shall notify the City at least two business days in advance of the use of the Flynn

Park Driveway from South Boulevard to HOSPITAL. Construction vehicular traffic shall be prohibited on the Driveway during times when games or other competitions are scheduled for Flynn Park, and shall be prohibited starting one hour before any scheduled games, and ending one hour after the last scheduled game. The City shall send a game and competition schedule to Beaumont each week. Construction vehicular traffic shall also be limited to the times that are set out in the Troy Code of Ordinances for construction, which is not before 7:00 am and not after 8:00 pm on Monday through Saturday. Construction is not allowed at any other time or on Sunday unless a permit is first obtained from the Building Department for building work or from the Engineering Department for street work.

5. Due to the RCOC Dequindre Road Project and also HOSPITAL's additional vehicular use of the Flynn Park Driveway, the necessary repair and replacement of the Driveway, as set forth in Paragraph 10, will be delayed. CITY and HOSPITAL agree to comply with the terms set forth in Paragraph 10, including but not limited to HOSPITAL's obligation to contribute 70% and CITY's obligation to contribute 30% of the driveway repair or replacement cost, even if the repair or replacement occurs after the expiration of the first term of the Amended Agreement (November 21, 2016).
6. This Letter of Agreement shall be recorded with the Oakland County Register of Deeds upon execution.

The parties agree to the terms set forth in this Letter of Agreement, and authorize the designated representative to execute this Letter of Agreement on behalf of the party as of the dates set forth below.

CITY OF TROY, a Michigan Municipal Corporation

BY: _____
Dane M. Slater, Mayor

BY: _____
M. Aileen Dickson, MMC, City Clerk



Map Scale: 1in = 601 ft

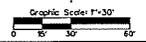
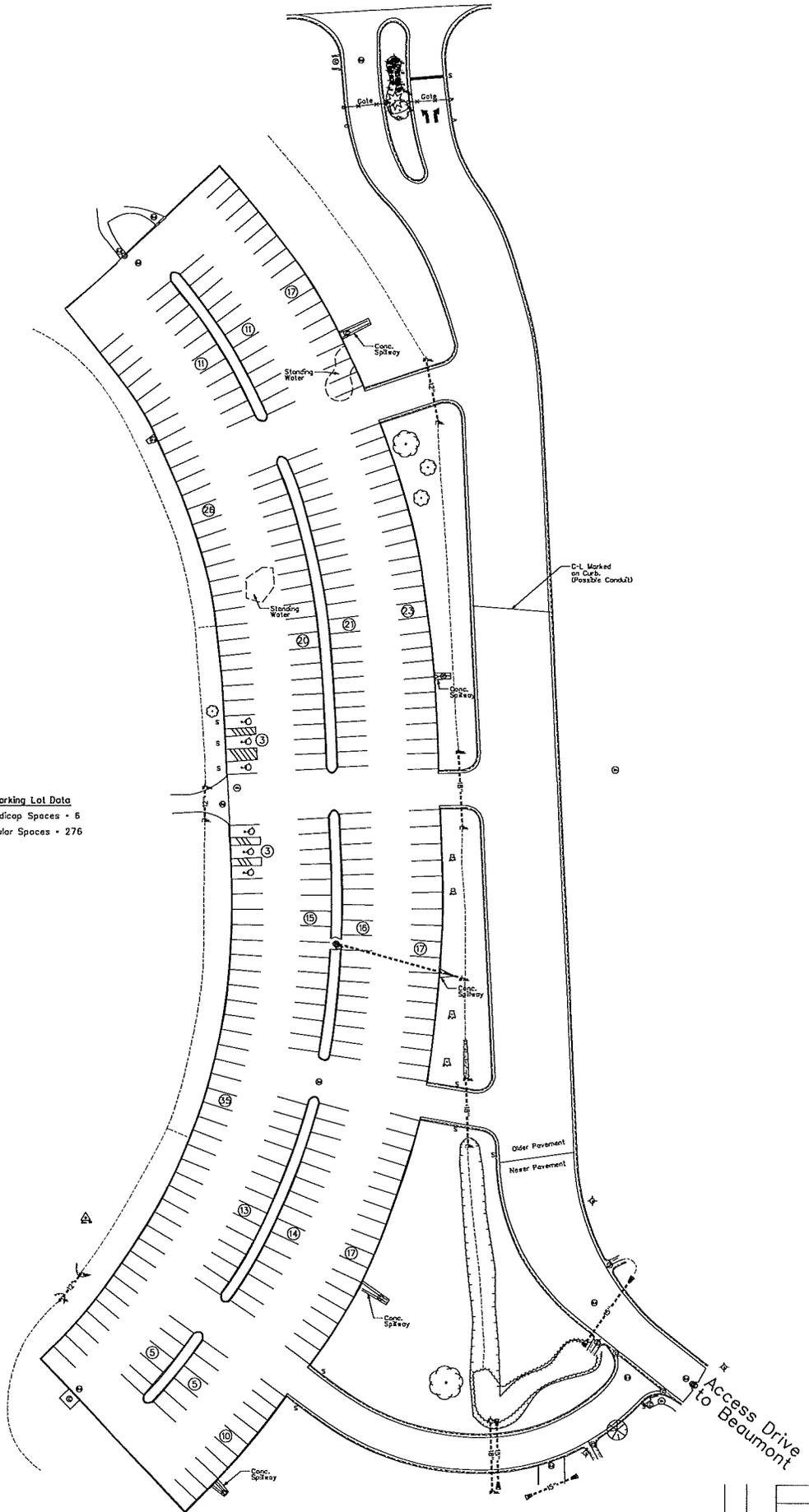
Created: 4/12/2016



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

E. South Blvd.

Parking Lot Data
 Handicap Spaces - 6
 Regular Spaces - 276



CITY OF TROY			
GEORGE QUINN, MAYOR			
Flynn Park			
Parking Lot Survey			
Parking Space Quantities			
PROJECT NO. 20080000			
DATE	BY	DATE	BY
08/12/08	STEVEN J. VINCIGUERRA, P.E.	08/12/08	DAVID L. BILLY, P.E.
CONTRACT NO.	SHEET NO.	SHEET NO.	SHEET NO.
N/A	10F-3	10F-3	10F-3



CITY COUNCIL ACTION REPORT

Date November 7, 2006

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Brian P. Murphy, Assistant City Manager/Services
Steven J. Vandette, City Engineer
Carol K. Anderson, Director Parks and Recreation

SUBJECT: Agreement – City of Troy and William Beaumont Hospital for the Use of Flynn Park Roadway.

Background:

- William Beaumont Hospital is pursuing the use of Flynn Park roadway by hospital personnel to limit the traffic congestion exiting William Beaumont property onto Dequindre Road, particularly at shift change. Use of the Flynn roadway will increase ingress/egress to two locations for staff and contractors. Use of the roadway will not be permitted for hospital vendors.
- Discussions between the two parties began in early 2005 and continued while William Beaumont Hospital sought an easement from the Detroit Water and Sewer Board. Upon approval for the easement from Detroit Water and Sewer, the final agreement was drafted.

Legal Considerations:

- The agreement contained herein, addresses all legal considerations negotiated by both parties.

Policy Considerations:

- Use of City property for private use is a departure from past practice, however there is some public benefit to decreasing traffic on Dequindre Road and additional ingress/egress by Fire and Police Department personnel.
- The item is consistent with (Goal #2) and (Goal #5)

Financial Considerations:

- This agreement will result in additional revenues of \$10,000 for park use and reimbursement of 70% of maintenance costs. In the past, these costs have been incurred by the City.

Options:

- City management recommends approval of the agreement with William Beaumont Hospital for the use of Flynn Park roadway.

Where legal review is necessary:

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

F-3 Agreement between City of Troy and William Beaumont Hospital for the Use of Flynn Park Roadway

Resolution
Moved by Stine
Seconded by Fleming

RESOLVED, That the agreement with William Beaumont Hospital is hereby **APPROVED** and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor submission of proper contract and proposal documents, including insurance certificates and all other specified requirements.

Vote on Resolution to Postpone

Resolution #2006-11-340
Moved by Beltramini
Seconded by Howrylak

RESOLVED, That Troy City Council hereby **POSTPONES** *Proposed Agreement between City of Troy and William Beaumont Hospital for the Use of Flynn Park Roadway* until such time City Management has had the time to discuss the terms of the agreement and bring back improvements to the agreement that contains an accelerator to the rates perpetual to use the property.

Yes: Howrylak, Beltramini
No: Broomfield, Fleming, Lambert, Stine
Absent: Schilling

MOTION FAILED

Vote on Resolution to Amend

Resolution #2006-11-341
Moved by Beltramini
Seconded by Stine

RESOLVED, That Troy City Council hereby **AMENDS** the Resolution for *Proposed Agreement between City of Troy and William Beaumont Hospital for the Use of Flynn Park Roadway* by **INSERTING** "and will include the CPI accelerator and the City of Sterling Heights construction exclusion clause in the agreement as discussed tonight" **AFTER** "requirements".

Yes: All-6
No: None
Absent: Schilling

Vote on Resolution as Amended

Resolution #2006-11-342
Moved by Stine
Seconded by Fleming

RESOLVED, That the agreement with William Beaumont Hospital is hereby **APPROVED** and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor submission of proper contract and proposal documents, including insurance certificates and all other specified requirements and will include the CPI accelerator and the City of Sterling Heights construction exclusion clause in the agreement as discussed tonight.

Yes: All-6
No: None
Absent: Schilling

Beaumont AGR

0036275

LIBER: 40050 PAGE: 157
\$55.00 MISC RECORDING
\$4.00 REMONUMENTATION
02/27/2008 04:38:14 P.M. RECEIPT# 0018869
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

88-20-01-200-002, 006, 007, 008, 017 & 018
88-20-01-427-001 (p + of)

**AGREEMENT BETWEEN CITY OF TROY AND WILLIAM BEAUMONT HOSPITAL
FOR THE USE OF DRIVEWAY**

This Agreement is entered into between the City of Troy, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter "City", and William Beaumont Hospital, a Michigan non-profit corporation, whose address is 3601 West Thirteen Mile Road, Royal Oak, Michigan 48073, hereinafter "Beaumont".

RECITALS

A. City is the fee simple owner of a certain parcel of land located in the City of Troy, Oakland County, Michigan, more particularly described on **Exhibit A** attached hereto and incorporated herein (the "City Property"). The City Property is used as a City park commonly known as Flynn Park.

B. The City of Detroit is the fee simple owner of a certain parcel of land located adjacent to the City Property over which the City of Detroit has granted Beaumont an easement for ingress and egress to and from a certain parcel of land owned by Beaumont that is located adjacent to the City of Detroit Property, which property is more particularly described on Exhibit B attached hereto and incorporated herein (the "Beaumont Property"). Beaumont operates a hospital and related medical and parking facilities known as Troy William Beaumont Hospital ("Hospital") on the Beaumont Property.

C. Beaumont desires to use the Driveway (the "Driveway") on the City property, which goes south, starting at South Boulevard and ending at the Sanctuary Lake Golf Course, which Driveway is depicted on Exhibit C-1 and legally described on Exhibit C-2, as a means of ingress and egress to and from the Beaumont Property for its employees, contractors and delivery vehicles.

NOW, THEREFORE, the City and Beaumont agree to the following terms and conditions:

This instrument was prepared by
and after recording return to:
Susan M. Lancaster
Assistant City Attorney
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

1. Definition of terms in the Agreement: The following terms in this Agreement are defined as follows:

- A. "User" shall mean all Beaumont personnel. The term "user" does not include construction vehicles or emergency vehicles or ambulances.
- B. "Vehicular" or "vehicles" shall include automobiles (including SUVs, vans and pick-up trucks) and delivery vehicles driven by Users.
- C. "Construction vehicles" shall include automobiles, trucks, and any other motor vehicle or machinery or trailers used by Beaumont or its contractors or subcontractors for the delivery of materials, equipment, and/or personnel for construction purposes.

2. Grant of Use of Driveway. For consideration set out herein, the City hereby allows Beaumont to have the non-exclusive use of the Driveway described and depicted on Exhibit C. Only Users shall use the Driveway (together with Flynn Park visitors), which shall be used for vehicular ingress and egress to and from South Boulevard to Beaumont's Property. This Agreement does not allow the parking of User's vehicles on the Driveway and/or in the parking lot areas of the Property described in Exhibit A. Beaumont acknowledges that the Driveway shall remain open to the public, and that federal, state, and/or local laws, including traffic laws, shall be enforced on the Driveway.

3. Delivery vehicles and Ambulances. Users in delivery vehicles shall be allowed to use the Driveway only during the time period from 12:00 a.m. (midnight) and 7:00 a.m. Ambulances or other emergency or first responder vehicles shall not be allowed on the Driveway at any time unless there is an emergency situation where Dequindre Road access to the Hospital is completely blocked for reasons other than normal traffic back-ups (or in the event there is an emergency at Flynn Park, on the Driveway or property located adjacent to the Driveway). If there is an emergency use of the Driveway for ambulance service, Beaumont shall notify the City Manager as soon as reasonably possible of the reason for the use of the Driveway and the circumstances surrounding the use. Such temporary use shall terminate once there is access to the hospital from Dequindre Road.

4. Review of Terms of Agreement. One (1) year from the effective date of the Agreement, the parties shall arrange a meeting to review the conditions and operations on the Driveway during the previous year. The parties shall consider traffic studies, traffic experiences, driving behavior, pedestrian and park user behavior and other relevant studies or factors to determine if additional actions, lighting and/or signage are necessary for a safe and orderly flow of traffic. If amendments to this Agreement are required in order to provide for a safe and orderly flow of traffic, then the parties will negotiate an addendum to this Agreement setting forth what actions will be taken to

ensure the safe and orderly flow of traffic, and delineating which party is responsible for each action and how those actions will be financed. The parties agree to act in good faith and to use commercially reasonable efforts to find a solution to any issues that may arise so that this Agreement does not get terminated. If a mutually acceptable agreement cannot be reached, then the parties shall have the option to terminate this Agreement at that time, by following the steps as set forth in this Agreement.

5. User Fee. In addition to any other costs or fees set out in this Agreement, Beaumont shall pay to the City, for the first year of the term of this Agreement, a User Fee of \$10,000.00, which is due on or before December 31st of each year, starting in 2006 for the 2007 calendar year. The User Fee shall increase each subsequent year of the term of this Agreement by an amount equal to the percentage increase in the CPI during the previous year. As used herein, "CPI" shall mean the Consumer Price Index (New Series) (Base Period 1982-84=100) (all items for all urban consumers for the Detroit area) issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). If the CPI ceases to use the 1982-84 average equaling 100 as the basis of calculation, or if a change is made in the term, components or number of items contained in said index, or if the index is altered, modified, converted or revised in any other way, then the index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the index in effect at the date of this Agreement had not been altered. If at any time during the term of this Agreement the CPI is no longer published by the Bureau, then any comparable index issued by the Bureau or similar agency of the United States issuing similar indices shall be used in lieu of the CPI. The User Fee represents payment to the City for the increased risk incurred by the City for the private use of the Driveway with little benefit to the public. The User Fee shall be reviewed every ten (10) years on the anniversary date of the approval of the Agreement by City Council. If it is determined that private use of the Driveway by Beaumont has increased over the ten (10) year period or that the City has incurred increased risk not anticipated by the Agreement with little comparable benefit to the public, the City may increase the User Fee up to a maximum of 120% of the then current User Fee. The City shall give Beaumont thirty (30) days written notice of the increased User Fee which will become effect during the next ten (10) years of the Agreement. If Beaumont is not agreeable to said increase in the User Fee, then Beaumont may terminate the Agreement by sending written documentation to the City within thirty (30) days after the City provides written notice of increase of the User Fee. If Beaumont terminates the Agreement, Beaumont shall remove its signage. If Beaumont fails to remove the signage after the passage of a reasonable amount of time, the City shall have the right to remove all signage required by this Agreement from the property and bill Beaumont for the removal. This signage shall be returned to Beaumont at its direction.

6. Driveway Work. Prior to permitting construction vehicles to travel over the Driveway, Beaumont shall, at its sole cost, repave the Driveway to a thirty-six (36) foot driveway from curb to curb and install street lighting and signage ("Repaving Work") in accordance with the standards and specifications listed on Exhibit D attached hereto and incorporated herein. "Repaving Work" shall mean replacement of the driveway.

Prior to beginning any work, Beaumont shall provide copies of the construction and engineering plans for the Repaving Work for approval by the City's Engineering Department which approval shall not be unreasonably withheld or delayed. The City shall have the reasonable discretion to determine if Beaumont has complied with all applicable federal, state and City codes and standards for the Repaving Work. Failure to complete the Repaving Work to the City's reasonable satisfaction or to complete the work within a ninety (90) day period from the date of the final approval of the construction and engineering plans by the City (subject to delays beyond the reasonable control of Beaumont), shall be considered a breach of this Agreement under Paragraph 16.

7. Waivers. Upon completion of the Repaving Work, Beaumont shall obtain true and complete final waivers and releases of liens, with respect to the Repaving Work, which shall be executed and delivered by all of Beaumont's contractors that provide goods or services in connection with the Repaving Work.

8. Construction Vehicular Traffic. After final approval by the City of the Repaving Work, Beaumont may begin use of the Driveway for User vehicular traffic and construction vehicular traffic pertaining to the construction of the parking structure and buildings located in the City of Troy only. The Drive shall not be used for construction vehicular traffic pertaining to the construction of improvements located in the City of Sterling Heights. Construction vehicular traffic shall only be allowed during the construction phase of the proposed parking structure and buildings on the Troy side only of the Beaumont Property. The City shall have the reasonable discretion to determine when the parking structure and buildings are completed and when construction vehicular traffic to the site is no longer permitted. Construction vehicular traffic shall further be prohibited on the Driveway for all games that are scheduled for Flynn Park, and shall be prohibited starting one hour before any scheduled games, and ending one hour after the last scheduled game. The City shall send a game schedule to Beaumont each week. Construction vehicular traffic shall also be limited to times that are set out in the Troy Code of Ordinances for construction which are not before 7:00 a.m. and not after 8:00 p.m. on Monday through Saturday. Construction is not allowed at any other time or on Sunday unless a permit is first obtained from the Building Department for building work or from the Engineering Department for street work.

9. Signage. Beaumont shall erect a sign identifying the Driveway as the employee and delivery entrance to Beaumont. That sign shall be erected at the location designated in Exhibit E. The design, size and materials of the sign shall be approved by the City and constructed according to the specification listed in Exhibit E. Beaumont shall be responsible for the maintenance of the signage. The City may reasonably request that the signage be relocated at Beaumont's expense at any time the City redesigns the playing fields and/or parking areas serving Flynn Park site or in the event the City reasonably determines that it is in the interest of the health, safety and welfare of the public to do so.

10. Maintenance except Snow Removal. The City shall maintain the Driveway,

located within the property described in Exhibit C in a manner in keeping with City policies and procedures, including, but not limited to, repair and/or replacement of the Driveway, filling of pot holes, repair of cracks, resurfacing of portions of Driveway, and the repair of curbs. Beaumont shall pay seventy (70%) percent and the City shall pay thirty (30%) percent of all cost associated with such maintenance. Within thirty (30) days after maintenance has been performed, the City will send Beaumont a billing for its share of the work. Beaumont shall have thirty (30) days to submit payment for the billing. If any of the required maintenance will impact ingress and egress of User traffic, then Beaumont shall be notified thirty (30) days before such maintenance is performed. Beaumont shall pay 100% of the required maintenance costs if the damage necessitating the maintenance is other than normal wear and tear, and is caused in whole or in part by a User or construction vehicles. In the event the City fails to reasonably maintain the Driveway as provided herein, then in such event, after giving the City 90 days' prior written notice, Beaumont shall have the right to perform the required maintenance and the City shall promptly reimburse Beaumont its 30% share of the costs of the maintenance performed by Beaumont.

11. Snow Removal: The City shall not be responsible for snow removal on the Driveway. Beaumont, at its sole cost, shall be responsible, either directly or through a contractor, for removal of snow accumulation on the Driveway, as described in Exhibit C. The City shall incur no liability for any and all claims, demands, suits or loss, including damages, costs and attorney fees alleged to be proximately caused by improper snow removal or failure to remove snow on the Driveway, as described in Exhibit C.

12. Indemnification and Hold Harmless. To the fullest extent permitted by law, Beaumont agrees to defend, pay on behalf of, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

13. Insurance. Within five (5) days from the execution of this Agreement, Beaumont shall provide a Certificate(s) of Insurance acceptable to the City demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by the use of the Driveway by Beaumont Users and construction vehicular traffic. A sample Certificate of Insurance is attached hereto as Exhibit F, which sets out the acceptable insurance requirements. Beaumont agrees to keep said insurance coverage in effect for the term of this Agreement or any renewals thereof. Prior to the expiration of any insurance coverage, Beaumont shall submit to the City of Troy Risk Management Department the new Certificate(s) of Insurance, which shall be in accordance with the requirements of

this Agreement. Any Certificate(s) of Insurance shall name the City of Troy as an additional insured and contain the following cancellation notice:

“Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left.”

Additionally, the City may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within fifteen (15) days of a request by the City, shall allow the City to block Users access to the Driveway until such certificate is produced.

It shall be the responsibility of Beaumont to ensure that the City is provided with a new Certificate of Insurance acceptable to the City before a Certificate of Insurance on file with the City's Risk Management Department expires. A lapse in the insurance required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically at any time such a lapse in coverage exists. As an alternative to declaring the Agreement null and void, the City shall have the absolute right to immediately close access of the Driveway to Users or construction traffic until the City receives an acceptable Certificate of Insurance, without the requirement to provide 30 days to cure the defect, as set forth in Paragraph 16 of this Agreement. The City's exercise of this alternative on one occasion does not preclude the City from exercising its option to declare the Agreement null and void if proof of insurance is not provided to the City within fifteen (15) days after a lapse of coverage once the Driveway is closed or coverage lapses on a subsequent occasion.

14. No improvements. Beaumont shall be prohibited from constructing any buildings or making any improvements on the City's property except as provided herein. In the event Beaumont violates this provision, the City shall have the right to obtain injunctive relief from such violation in addition to any other rights or remedies the City may have at law or in equity.

15. Term of Agreement. The Agreement shall remain in effect for twenty (20) years unless terminated by either party as set out in Paragraph 16. The Agreement shall automatically renew for ten (10) year terms at the end of the initial term and thereafter after each ten (10) year period unless written objections to the automatic renewal is provided to the other party at least one (1) year before the Agreement is set to expire.

16. Termination of Agreement. If Beaumont violates any of the terms or conditions of this Agreement, the City will give Beaumont a written notice describing the violation. Beaumont will have thirty (30) days (or such other reasonable time period as may be reasonably required in the City of Troy's reasonable judgment to cure the defect so long as Beaumont, in the City's reasonable judgment, is diligently trying to cure such

defect) to correct the violation. If at the end of the thirty (30) days (or such other time period as provided above), Beaumont has failed to correct the violation to the City's satisfaction, the City may declare the Agreement terminated and block access for ingress and egress for Users and construction vehicular traffic of Beaumont. Further, there may be unforeseen circumstance where it is reasonably imperative for the health, safety and welfare of the public, to terminate this Agreement, either temporarily or permanently. In any such event, the City shall give as much notice as reasonably possible to Beaumont, that the Driveway is or will be shut down. The City will meet with Beaumont to determine if any acceptable alternative to either terminating the Agreement or entering into a new agreement or arrangement concerning access to the Beaumont site is available.

17. Use of User Fee. It is the City's intent to use the User Fee paid by Beaumont under this Agreement for improving public parks throughout the City of Troy,

18. Binding. This Agreement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

19. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to the addresses as set forth above. Either party may, by written notice, designate a different address to which notices must be sent.

20. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

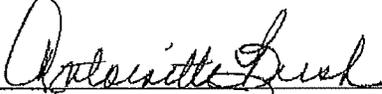
21. Exhibits. All exhibits referred to herein and attached hereto shall to shall be deemed part of this Agreement.

22. Severability. If any term, provision or condition contained in this Agreement shall to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire Agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The foregoing instrument was acknowledged before me on
November 16, 2006 by Tom Brisse,
the Vice President of Operations of the William Beaumont Hospital, a Michigan
non-profit corporation, on behalf of the corporation.



Notary Public, Macomb County, Michigan
My commission expires: 09/02/2010

EXHIBIT A

City of Troy Property Description

PART OF THE NORTHEAST FRACTIONAL ¼ AND PART OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE N 89°40'14" E, ALONG THE NORTH LINE OF SAID SECTION 1, 1294.69 FEET; THENCE S 00°14'51" E 3491.98 FEET TO THE NORTH LINE OF "RANIERI SUB.", AS RECORDED IN LIBER 142, PAGE 25-26 OF OAKLAND COUNTY RECORDS; THENCE S 86°58'01" W, ALONG SAID NORTH LINE, 688.20 FEET TO THE NORTHWEST CORNER OF SAID "RANIERI SUB.", ALSO BEING ON THE EAST AND WEST ¼ LINE; THENCE S 87°25'25" W, ALONG SAID ¼ LINE, 622.42 FEET TO THE CENTER OF SAID SECTION 1; THENCE N 00°00'42" W, ALONG THE NORTH AND SOUTH ¼ LINE, 75.05 FEET; THENCE S 87°50'03" W, PARALLEL TO THE EAST AND WEST ¼ LINE, 1327.40 FEET TO A POINT ON THE EAST LINE OF "TROY LAKE ESTATES SUB.", AS RECORDED IN LIBER 232, P 25-29 OF OAKLAND COUNTY RECORDS; THENCE N 01°02'39" E, ALONG THE SAID EAST LINE, 1033.05 FEET TO THE NORTH LINE OF SAID "TROY LAKE ESTATES SUB.", THENCE S 89°41'40" E 30.00 FEET TO THE EAST LINE OF RAVENNA DRIVE; THENCE N 00°02'11" E, ALONG SAID EAST LINE, 1693.53 FEET; THENCE S 89°40'30" E 334.55 FEET; THENCE N 00°0'52" E, 800.76 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE S 89°56'00" E, ALONG SAID NORTH LINE, 941.10 FEET TO THE POINT OF BEGINNING. CONTAINING 202.60 +/- GROSS ACRES MORE OR LESS, THE NORTH 33.00 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES, AND BEING SUBJECT TO ALL ENCUMBRANCES OF RECORD.

88-20-01-200-017

EXHIBIT B

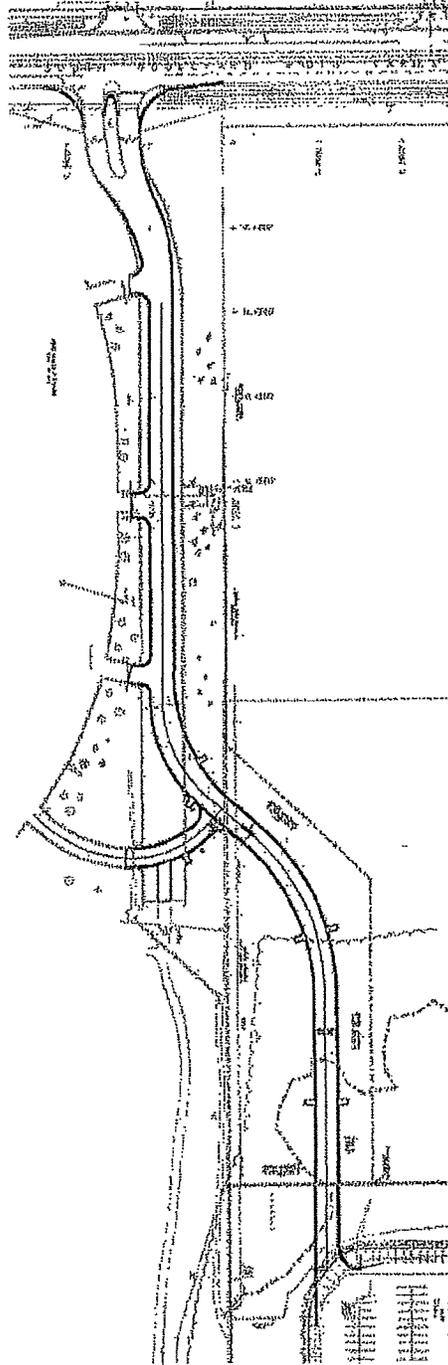
Beaumont Property Description

PART OF THE EAST 1/2 OF SECTION 1, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, SAID LINE BEING ALSO THE CENTERLINE OF DEQUINDRE ROAD (120 FEET WIDE), A MEASURED DISTANCE OF 1330.33 FEET (DESCRIBED 1330.22 FEET) TO A POINT; THENCE SOUTH 89 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID DEQUINDRE ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, ALONG THE WEST LINE OF SAID DEQUINDRE ROAD, SAID LINE BEING 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A MEASURED DISTANCE OF 2119.39 FEET (DESCRIBED 2119.24 FEET) TO A JOG IN SAID STREET LINE; THENCE NORTH 87 DEGREES 47 MINUTES 51 SECONDS EAST, ALONG THE JOG IN SAID STREET LINE, A DISTANCE OF 0.01 FEET TO A POINT; THENCE SOUTH 00 DEGREES 14 MINUTES 36 SECONDS EAST, ALONG THE WEST LINE OF SAID DEQUINDRE ROAD, SAID LINE BEING 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A MEASURED DISTANCE OF 165.99 FEET (DESCRIBED 166 FEET) TO THE NORTHWEST CORNER OF LOT 25 OF "RANIERI SUBDIVISION" AS RECORDED IN LIBER 142 OF PLATS ON PAGE 25, OAKLAND COUNTY RECORDS; THENCE SOUTH 87 DEGREES 48 MINUTES 48 SECONDS WEST, ALONG THE NORTH LINE OF SAID "RANIERI SUBDIVISION" (L. 142, PLATS, P. 25, O.C.R.), A DISTANCE OF 1250.22 FEET TO THE NORTHWEST CORNER OF LOT 10 OF SAID SUBDIVISION; THENCE NORTH 02 DEGREES 03 MINUTES 32 SECONDS EAST, A DISTANCE OF 166.00 FEET TO A FOUND IRON PIPE AT THE SOUTHEAST CORNER OF THE CITY OF TROY, DONALD J. FLYNN PARK; THENCE NORTH 00 DEGREES 09 MINUTES 01 SECOND WEST, ALONG PART OF THE EAST LINE OF SAID PARK, A MEASURED DISTANCE OF 2162.32 FEET (DESCRIBED 2161.97 FEET) TO THE SOUTHWEST CORNER OF VACATED "PESCA-SEROLI" SUBDIVISION AS RECORDED IN LIBER 59 OF PLATS ON PAGE 38, OAKLAND COUNTY RECORDS; THENCE NORTH 89 DEGREES 46 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID VACATED "PESCA-SEROLI" SUBDIVISION (L. 59, PLATS, P. 38, O.C.R.), A MEASURED DISTANCE OF 1249.24 FEET (DESCRIBED 1247.01 FEET) TO THE POINT OF BEGINNING, CONTAINING 65.979 ACRES, MORE OR LESS, OF LAND IN AREA.

88-20-01-200-018, 006, 007 and 008
88-20-01-427-001 (pt 8)

Driveway Depiction

EXHIBIT C-1
Driveway Diagram



↑
north
not to scale

EXHIBIT C2
Legal Description of Driveway

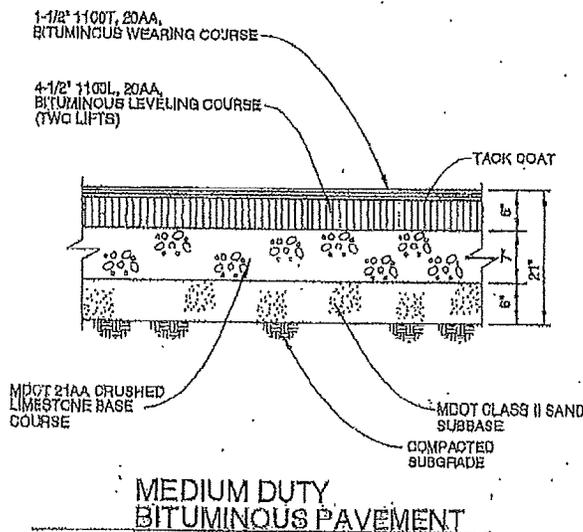
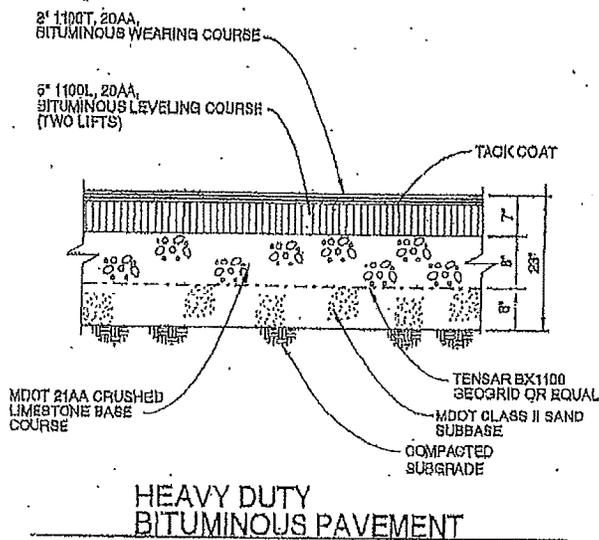
PART OF THE NORTHEAST FRACTIONAL ¼ OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE N 89°40'14" E, ALONG THE NORTH LINE OF SAID SECTION 1, 1162.06 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 36 FEET WIDE DRIVEWAY; THENCE S 00°14'51" E 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 173.87 FEET, A DELTA ANGLE OF 28°24'08", AND A CHORD BEARING AND DISTANCE OF S 14°26'55" E 85.31 FEET; THENCE S 28°38'53" E 12.41 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 255.82 FEET, A DELTA ANGLE OF 28°24'01", AND A CHORD BEARING AND DISTANCE OF S 14°26'55" E 125.51 FEET; THENCE S 00°14'54" E 486.32 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 274.00 FEET, A DELTA ANGLE OF 23°48'00", AND A CHORD BEARING AND DISTANCE OF S 24°36'17" E 113.00 FEET; THENCE S 48°57'39" E 37.79 FEET TO THE POINT OF ENDING OF SAID CENTERLINE AND THE EAST PROPERTY LINE OF CITY OF TROY PROPERTY AS DESCRIBED IN EXHIBIT A.

88-20-01-200-017 (P+D)
88-20-01-200-002 (P+D)

Exhibit D Driveway Work & Lighting

AGREEMENT BETWEEN CITY OF TROY AND WILLIAM BEAUMONT HOSPITAL FOR THE USE OF DRIVEWAY

The entire driveway, including the boulevard entrance, from South Boulevard to the Beaumont property, shall be replaced using the Heavy Duty Bituminous Pavement cross section depicted below and on sheet C5.101 of plans prepared by Harley Ellis Devereaux, dated August 31, 2006, and approved by the City of Troy. The relocated access road to the Flynn Park parking lot shall be replaced using the Medium Duty Bituminous Pavement cross sections as depicted below and on the above referenced plans. All curbs shall be replaced to match the existing 24" concrete curb and gutter section on the Flynn Park side. Lighting along the entire driveway shall be extended from and match those on the Beaumont property. Engineering plans for the Repaving Work and Lighting must be approved by the City's Engineering Department prior to construction.



Specifications

Repaving

EXHIBIT E

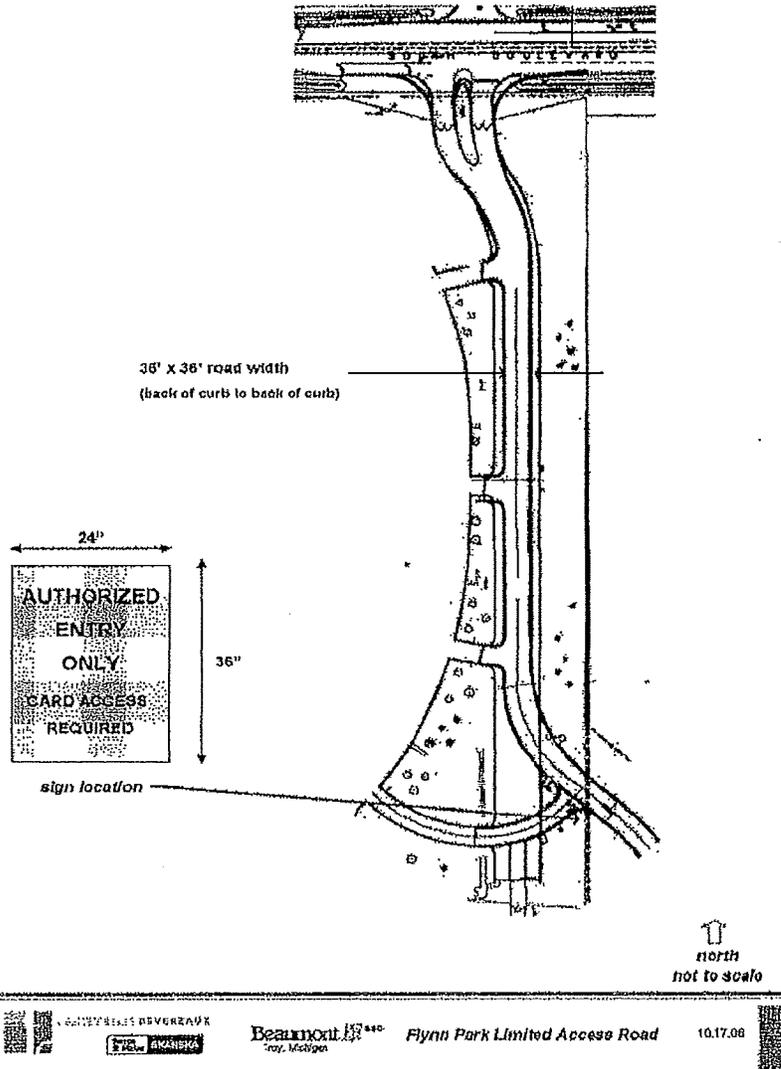


EXHIBIT F
Sample Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER Complete Sample Certificate	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Complete	INSURER A:	XYZ Company
	INSURER B:	ABC Company
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured - City of Troy - use wording below GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0001	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Anyone person) \$ PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	0002	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	0003	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0004	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> WS STATU TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Additional Insured: City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers additional Insured on ISO form B or broader.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
City of Troy 500 W. Big Beaver Rd. Troy, MI 48084		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO SUBJECT. AUTHORIZED REPRESENTATIVE