

**COOPERATION AGREEMENT REGARDING ORDINANCE NO. 2014-1
AN ORDINANCE OF THE TOWNSHIP OF STURGIS
ON REGULATION OF USE OF DRINKING WATER WELLS**

This COOPERATION AGREEMENT REGARDING ORDINANCE NO. XI, AN ORDINANCE OF THE TOWNSHIP OF STURGIS ON REGULATION OF USE OF DRINKING WATER WELLS ("Agreement") is made and entered into this 17th day of January 2014, by and among STURGIS TOWNSHIP, MICHIGAN, a Michigan municipal corporation (the "Township"), and ABBOTT LABORATORIES d/b/a ABBOTT NUTRITION, an Illinois corporation ("Abbott").

WHEREAS, Abbott is performing environmental response activities near its manufacturing facility located in Sturgis, Michigan pursuant to a Long-Term Interim Remedial Action ("LTIRA") Plan submitted by Abbott to the Michigan Department of Environmental Quality ("MDEQ") and approved by MDEQ.

WHEREAS, the LTIRA Plan directed Abbott to evaluate with the Township institutional controls to restrict groundwater use in areas with known groundwater quality exceedences;

WHEREAS, as a result of that evaluation, the Township has enacted An Ordinance of the Township of Sturgis on Regulation of Use of Drinking Water Wells, known as Ordinance No. XI (the "Ordinance");

WHEREAS, Abbott and the Township desire to enter into an agreement regarding Abbott's technical and financial support for the Well Installation Program ("Program") set forth in the Ordinance;

WHEREAS, the Ordinance requires enforcement;

WHEREAS, Abbott has agreed to support the Township's enforcement of the Ordinance in accordance with the provisions set forth in this Agreement;

NOW THEREFORE, the Township and Abbott agree as follows:

1. Notice of New Well Application. Within five (5) days of receiving a notice of an application to install a new groundwater well within the Restricted Zone, as defined in the Ordinance, with respect to the properties shown in as the red and green shaded areas on Exhibit A attached hereto and incorporating the properties listed on Exhibit B attached hereto, the Township shall provide written notice of the application to Abbott.

2. Technical Input. As long as Abbott is a "Person Performing Response Actions with Respect to the Groundwater in the Restricted Zone," as defined in the Ordinance, Abbott agrees to perform, or have its designated representative perform, the following activities with respect to the Ordinance:

- Coordinate with any new Well Applicant for the installation and hookup of a new Well, pursuant to Section I, Paragraph B of the Program;
- Pay the additional cost to install a new Well to the minimum depth specified in Section I, Paragraph C of the Program, provided the Applicant agrees to use the Michigan-licensed water well drilling contractor recommended by Abbott. The selected well drilling contractor shall bill Abbott directly for the additional costs associated with installing the new Well to the minimum depths specified in Section I, Paragraph C of the Program;
- Supervise the installation of new Wells to assure their proper installation;
- Sample new Wells per Community Health Agency regulations and the constituents being monitored by Abbott pursuant to the LTIRA Plan;

- Supply alternative drinking water to properties as required under Section II, Paragraph B of the Program;
- Properly abandon existing Wells if required pursuant to Section II, Paragraph C of the Program;
- Install new Wells if required pursuant to Section II Paragraph C of the Program;
- Consult with the Township and the Community Health Agency, as defined in the Program, to provide technical and other assistance in connection with the Program and with the Township's enforcement of the Ordinance;
- Cooperate with the MDEQ and the Township to promptly consider revisions to the Ordinance if requested by the MDEQ or requested by Abbott in conjunction with compliance with the LTIRA Plan or related response actions with respect to the groundwater in the Restricted Zone.

3. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of each of the parties hereto.

4. No Waiver. Failure of any party to insist upon the strict performance of any term, covenant or condition of this Agreement, or to exercise any right or remedy herein contained, shall not be construed as a waiver or relinquishment of such term, covenant, condition, right or remedy for the future, or a waiver or relinquishment of any other term, covenant, condition, right or remedy set forth in this Agreement.

5. Construction. This Agreement shall be construed and interpreted as if drafted by each party. It is acknowledged that this Agreement is the product of negotiations between the parties and shall not be construed or interpreted against either party based on such party having drafted this Agreement or any portion thereof.

6. Headings. The headings of this Agreement are for convenience only and shall not affect the meaning or construction of this Agreement.

7. Partial Invalidity. Any determination by a court of competent jurisdiction that any provision of this Agreement is invalid for any reason shall not affect the validity of any other provision.

8. Agents and Employees. The rights and obligations granted to the Township and Abbott under this Agreement may be exercised or performed by them acting through their respective agents, employees, consultants, contractors and designees.

9. Modification or Amendment. This Agreement may not be modified or amended without the prior written authorization of the Township and Abbott. Notwithstanding the foregoing, the Township and Abbott agree that any modification or amendment of the Ordinance affecting any of Abbott's obligations under paragraph 2 of this Agreement shall render such obligation void and unenforceable unless Abbott and the Township agree to modify or amend this Agreement.

10. Term and Termination. This Agreement shall terminate upon the rescission of the Ordinance or upon a demonstration by Abbott (with MDEQ concurrence) that a public health and welfare risk no longer exists or that closure in the Restricted Zone has been achieved in accordance with the LTIRA.

11. Authority to Bind Parties. Each of the signatories to this Agreement represents that he/she has the authority to bind the party on whose behalf he/she has signed this Agreement.

12. Execution by Counterparts. This Agreement may be executed in a number of identical and separate counterparts, each of which is deemed to be an original, but all of which shall constitute collectively one Agreement.

Cooperation Agreement

TOWNSHIP OF STURGIS,

By: _____

George Morse

Its: Township Supervisor

STATE OF MICHIGAN)

) ss.

COUNTY OF St. Joseph)

On this, the 17th day of January 2014, before me, a Notary Public, the above-signing officers, personally appeared _____, who acknowledged himself/herself to be the _____ of the TOWNSHIP of STURGIS, a Michigan municipal corporation, and that he/she as such _____ of the TOWNSHIP of STURGIS, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself/herself as such _____.

In witness whereof, I hereunto set my hand and official seal

Notary Public, _____

County of _____

State of _____

Acting in _____ County

My commission expires: _____

