

Memorandum



Date: August 23, 2007

To: Donna Dettling
Village Manager

From: Christine Cale, P.E.

Re: Dexter Community Well Investigation

Attached you'll find a map with an aerial photo showing the potential community well site on the Dexter High School property at the corner of Parker and Shield Roads. Two test wells have already been drilled on the property south of the school building. The test wells allow us to investigate the formations that exist in the area, and determine whether a production well in this area would be possible.

While the test well locations look promising for providing a sufficient amount of good quality water, the 200-ft isolation area required by the MDEQ could inhibit placing the production well in the location of the current test well locations. The high school parking lot is shown within the isolation area of the current test well locations. It is likely that the MDEQ would not allow a parking lot within an isolation area for a production well.

Therefore, two other potential test well locations are shown on the map. These locations would provide an isolation area that does not encroach on the parking lot of the high school. It is recommended that test wells be drilled in these locations to determine if the formation extends to these locations. If the formation looks good in either of the locations of the potential test well sites, placing the production well in one of these locations could be further investigated.

Potential locations for an access road and treatment plant are also shown on the map. Both of these locations will be dependent on the final production well location, but they provide good representation of what would exist on the site. The treatment plant is shown to scale. It would not be an obtrusive building and the existing vegetation onsite could provide a buffer between the school and the water treatment plant.

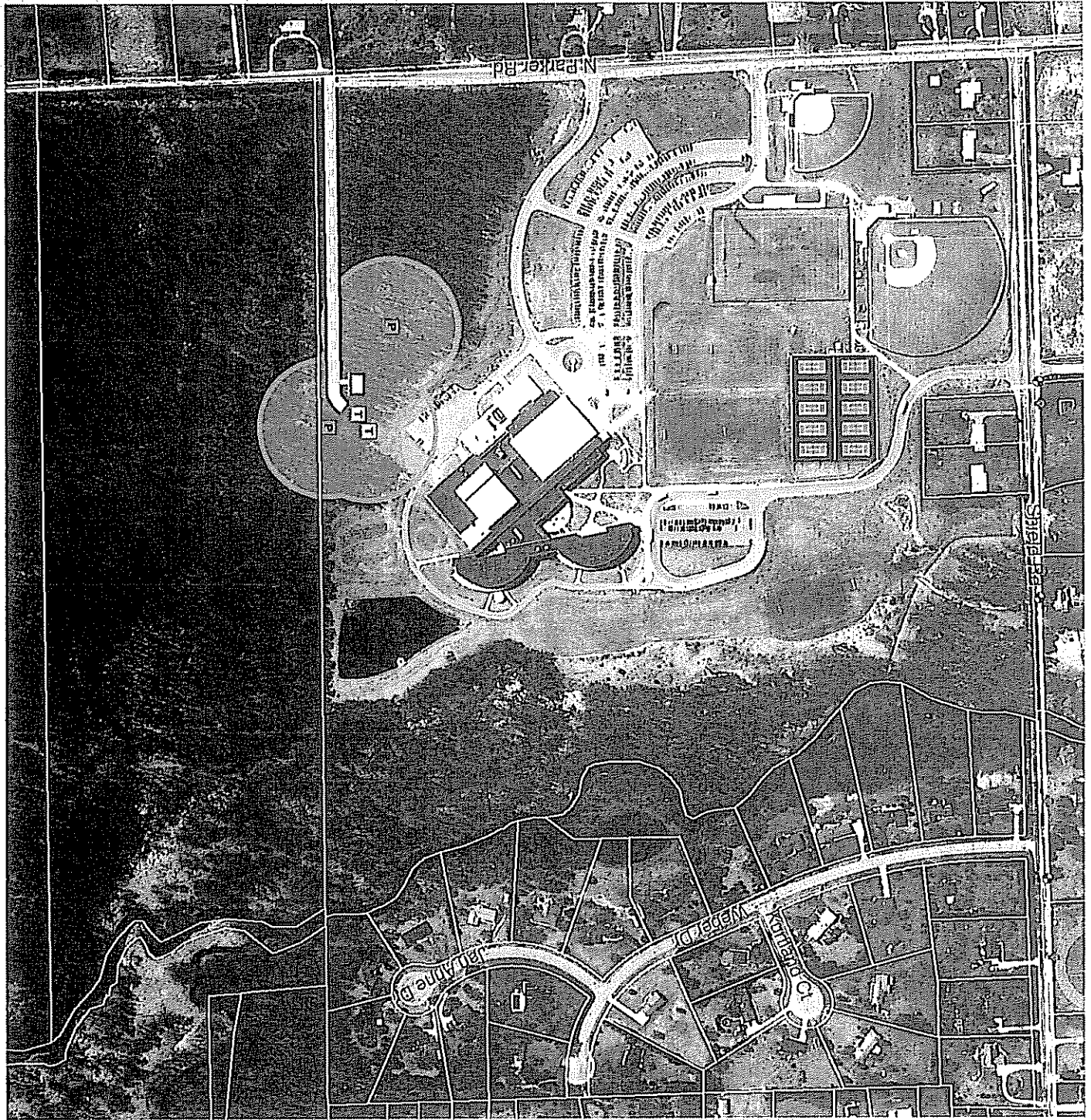
Finally, the 4000 feet of potential water main that would extend from the treatment plant to the connection point on Shield Road is shown. It is possible that the water main would be constructed under the access road, and then adjacent to Parker and Shield Roads.

Preliminary review reveals that the Village would need approximately 4 acres for the access road, production well, isolation area, and water treatment plant. The exact acreage would be finalized when the location of the production well is determined.

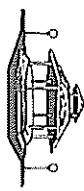
Should there be any questions or comments, please feel free to contact me.

VILLAGE OF DEXTER

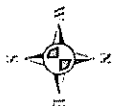
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PROPOSED COMMUNITY WELL LOCATIONS AT DEXTER HIGH SCHOOL



- Well Location
- Potential Test Well Locations
- Existing Catch Basin
- Existing Hydrant
- Proposed Water Main
- Existing Water Main
- Proposed Access Drive
- Proposed Treatment Plant
- 200' Parcel Boundary
- Parcel Boundary



OHM

3400 PLYMOUTH ROAD
 LYNDEN, MI 48135
 586-222-0441
 586-222-0442 (Fax)

CONSENT TO ENTRY ON LICENSE

THIS AGREEMENT made this 16th day of April, 2007, between the DEXTER COMMUNITY SCHOOL DISTRICT, a Michigan Municipal Corporation, of 7714 Ann Arbor Street, Dexter, Michigan, 48130, hereinafter referred to as Licensor, and the VILLAGE OF DEXTER, a Michigan General Law Village, of 8140 Main Street, Dexter, Michigan, 48130, hereinafter referred to as Licensee.

The Licensor grants to the Licensee a license to enter upon the following described premises for the purpose of making surveys, drillings, measurements, examinations, tests, soundings and borings, and taking photographs or samplings, appraising the property, conducting environmental inspections, and determining whether the property is suitable as a site for a municipal well, water plant, pipes, and system. This consent and license is non-exclusive and Licensor may grant other licenses, leases, or other rights to any other person. Provided however, the Licensor represents that they have the right to grant this license and right of entry, and that this grant does not violate any term or provision of any mortgage, development rights agreement, lease, bond, restrictive covenant, or other agreement with any third party.

It is understood that this Agreement creates a license only and that the Licensee does not have and shall not claim at any time any interest or estate of any kind or extent in the premises by virtue of this license or the use of the premises. The parties acknowledge that this consent is given under the terms and provisions of Public Act 87 of 1980, as amended. The entry shall be made upon reasonable notice and reasonable hours. The entry made pursuant to this consent shall not be construed as a taking of any interest in the Licensors property.

This Agreement expressly limits the Licensee to test in three pre-approved locations. In the event that the first location does not satisfy the needs of the Licensee, representatives of both parties shall agree on the location of the second test site prior to entry upon and testing of the Licensors site. If there is a need for a third test site selection, both parties shall agree on the third test site location prior to any entry upon and testing of the Licensors site.

The term of this license and right of enter shall commence as of the date of this Agreement and terminate one hundred fifty (150) days subsequent. Time is of the essence of this agreement.

The Licensees agents, attorneys, surveyors, engineers, and employees, may enter the premises together with their vehicles and equipment for the purposes set forth herein.

The Licensee shall indemnify the Licensor against all claims for damage to property or injury to the third persons resulting or arising from the entry, testing, drillings, borings, inspections or activities authorized hereunder. For this purpose, the Licensee shall cause a policy of general liability insurance to be issued insuring the premises and the Licensor as member insured in an amount not less than FIVE MILLION and no/100 DOLLARS (\$5,000,000.00) during the term of the Agreement.

The Licensee shall not assign its rights under this Agreement without the express written consent of the Licensor.

The making, delivery and execution of this Agreement by the Licensee and by the licensor has been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties, relating to the subject matter. This instrument may be amended or modified only by an instrument of equal formality signed by the duly authorized officer of the Village of Dexter and the licensor. The Licensee agrees to make restitution for actual damage resulting from the entry, disturbance of buildings and below-ground lines (whether apparent or not) and other structures, except that actual damage shall be limited and restricted as defined and used in Subsection (2), Section 4, of Public Act 87 of 1980, as amended.

The Licensee acknowledges that it enters upon the premises with full knowledge of the uncertain conditions of the property and that it assumes sole and entire responsibility for any loss of life or injuries to persons or property that may be sustained to its agents, attorneys, employees, engineers, and contractors.

The Licensee shall deliver copies of all surveys, measurements, drillings, examinations, tests, photographs or samplings, appraisals of the property, and

environmental inspections to Licensor as they are performed, without expense to Licensor. Licensor consents to reasonable invasive procedures to the structure and site. The parties agree that neither shall advise any other person of the contents of said inspections and findings or any part thereof without the prior written consent of the other party; provided, however, that either party may furnish a copy of said reports to any consultant engaged or commenting upon the results of said study, or if required by valid legal process. It is further agreed that Licensor shall be responsible for determining whether any legal responsibility exists to inform any person or entities of the condition of the property, and if so, to make such report.

On or before the expiration of this Agreement, Licensee shall remove any and all of its equipment from the premises and restore the premises to the condition existing immediately prior to such entry, reasonable wear and tear and damage not caused by Licensee excepted.

Licensor and Licensee acknowledge and agree that the purpose of this Agreement is to allow Licensee to assess the suitability of the premises for the installation of a municipal well and related improvements and does not grant Licensee any possessory or other rights except as expressly set forth herein. The granting of this Agreement by Licensor in no way obligates Licensor to lease the premises to Licensee or otherwise allow Licensee to install and/or maintain a municipal well and related improvements on the premises.

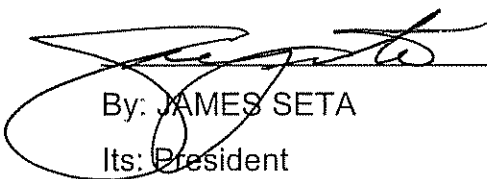
The premises, which are the subject of this license and consent, are located at
2200 North Parker Road, Dexter, Michigan 48103.

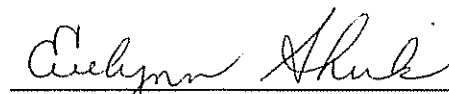
Tax Code No. H-08-07-200-009.

IN WITNESS WHEREOF, the parties have set their hands hereto.

VILLAGE OF DEXTER
A General Law Village

DEXTER COMMUNITY SCHOOL DISTRICT
A Michigan Municipal Corporation


By: JAMES SETA
Its: President


By: Evelyn Shirk
Its: Superintendent