EXISTING 30 FT. GREENBELT EASEMENT

REGIONAL DETENTION BASIN EASEMENT

LOT NO. 2
"BRADFORD OF NOVI"

22-33-226-008

109.00'

WORCESTER DRIVE

Bearings Reference: State Plane Coordinate System

LEXINGTON GREEN REGIONAL DETENTION BASIN EASEMENT

LOT NO. 2
"BRADFORD OF NOVI"

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<td>1&quot; = 30'</td>
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KNOW ALL MEN BY THESE PRESENTS, that FRANK J. MARTIN, JR., AND MARION L. MARTIN, HIS WIFE, WHOSE ADDRESS IS 7998 LAKEVIEW, TRAVERSE CITY, MI 49684 AND WILLIAM WALKER, WHOSE ADDRESS IS 2600 CULLEN, HOWELL, MICHIGAN 49640,

hereinafter called Grantors, for and in consideration of mutual covenants, hereby grants to the City of Novi, a Michigan Municipal Corporation, hereinafter called Grantee, easements described herein for the purpose of preserving the floodplain and wetland areas, to construct a pond and an earthen dam, to operate and maintain the drainage course known as the Walled Lake Branch of the Middle Rouge River and for ingress and egress purposes across and through the following described land situated in Section 15, T.I.N., R.8E., City of Novi, Oakland County, Michigan. To wit:

For consideration of $297,400.00

A permanent easement described as beginning at a point located N87°27'58"E 1326.69 feet along the east-west 1/4 line of Section 15 and S02°01'52"E 475.39 feet from the W 1/4 corner of Section 15; thence S31°45'00"E 26.68 feet; thence S53°00'00"E 220.00 feet; thence S63°40'00"E 112.00 feet; thence S87°45'00"E 50.00 feet; thence N70°00'00"E 53.00 feet; thence N81°00'00"E 50.00 feet; thence S66°40'00"E 55.00 feet; thence N80°21'07"E 101.43 feet; thence N73°18'03"E 104.40 feet; thence N64°21'32"E 110.92 feet; thence S38°30'02"E 56.22 feet; thence S01°22'10"E 251.07 feet; thence S52°01'42"W 52.01 feet; thence N68°11'55"W 161.55 feet; thence N86°08'23"W 148.86 feet; thence N76°40'00"W 155.00 feet; thence N63°30'00"W 55.00 feet; thence N63°40'00"W 100.00 feet; thence N46°30'00"W 208.00 feet; thence N24°12'45"W 82.91 feet; thence N02°01'52"W 170.10 feet to the point of beginning. Containing 6.82 acres.

See Exhibit 'A' attached hereto and made a part hereof.

Also a 60 foot wide permanent drainage easement, the centerline being described as beginning at a point on the east line of the heretofore described property, said point being located N87°27'58"E 2653.38 feet along the east-west 1/4 line of Section 15 and S02°22'46"E 1015.52 feet along the north-south 1/4 line of Section 15 from the W 1/4 corner of Section 15; thence N78°22'48"W 368.24 feet; thence S87°56'39"W 38.51 feet to the point of ending on the easterly edge of the dam easement. Containing approximately 0.56 acres.
SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

Also a permanent easement for construction and maintenance of an earthen dam being more particularly described as follows:

Beginning at the southeast property corner at the centerline of Grand River, thence N73°49'03"W 140.00 feet; thence N13°46'02"E 142.41 feet; thence due north 150.00 feet; thence N03°45'08"N 324.85 feet; thence N01°22'10"W 251.07 feet; thence N38°30'02"W 56.22 feet; thence N00°28'39"E 30.85 feet; thence due east 100.00 feet; thence S04°34'26"E 50.16 feet; thence S29°14'56"E 57.31 feet; thence S10°41'57"E 52.20 feet; thence S09°38'53"E 101.43 feet; thence S01°43'06"W 100.04 feet; thence S01°08'45"W 100.02 feet; thence S26°40'51"W 38.71 feet; thence S02°26'03"E 493.19 feet to the point of beginning.

Containing 2.291 acres.

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Also a temporary grading easement being more particularly described as follows:

Beginning at a point located N73°49'03"W 140.00 feet, N13°46'02"E 142.41 feet, and due north 150.00 feet from the southeast property corner, thence N52°51'12"W 82.80 feet; thence N16°41'57"W 104.40 feet; thence N64°19'23"W 115.39 feet; thence N58°37'37"W 96.04 feet; thence N30°06'49"W 115.60 feet; thence N59°38'19"W 24.08 feet to a point on the south line of the preservation easement, thence continuing along the edge of the preservation easement S86°08'23"E 148.86 feet and S68°11'55"E 161.55 feet and N62°01'42"E 52.01 feet; thence S03°45'08"E 324.85 feet to the point of beginning.

SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

Said easements being over and across the following described parcel:

A part of the E 1/2 of the SW 1/4 of Section 15, T.1N., R.8E., City of Novi, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point located N87°27'58"E 1326.69 feet along the east-west 1/4 line of Section 15 from the W 1/4 corner of Section 15; thence continuing along said line N87°27'58"E 81.09 feet to the southerly right-of-way line of I-96; thence along an arc of a curve to the left 636.52 feet to the westerly R.O.W. line of the C & O Railroad, said curve having a radius of 7789.49 feet, a
central angle of 04°40'55" and a chord bearing and distance of S80°30'08"E 636.34 feet; thence along the westerly right-of-way line of the C & O Railroad S39°32'40"E 1031.06 feet to the north-south 1/4 line of Section 15; thence along said north-south 1/4 line S02°22'46"E 59.54 feet; thence N78°55'41"W 66.91 feet; thence S58°20'14"W 356.52 feet; thence S07°33'57"W 50.00 feet; thence S02°26'03"E 493.19 feet to the centerline of Grand River Avenue; thence along said centerline N73°49'03"W 659.28 feet; thence N02°01'52"W 500.22 feet; thence N67°53'07"W 181.96 feet; thence N35°36'51"W 215.00 feet; thence N02°01'52"W 698.65 feet to the point of beginning.

The easements herein granted are contingent upon the City of Novi completing the construction of the pond and earthen dam within two years from the date of the grant of the easements. If the pond and dam are not constructed within the time stated above, these easements shall automatically terminate and have no further force or effect.
As further consideration for the granting of this Easement, the City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, demand suits, costs, or other expenses which the Grantor may suffer, sustain, or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the City.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned persons hereunto affixed their signatures this 23rd day of September, A.D., 1986.

Witnessed by:

[Signatures]

Grantor's Signature(s):

[Signatures]

STATE OF MICHIGAN
COUNTY OF
Oakland

On this 23rd day of September, A.D., 1986, before me, a Notary Public in and for said County, appeared

[Names]

to me known to be the person(s) described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be Their free act and deed.

This instrument was drafted by and return to: Lynn A. Schwartz

JCK & ASSOCIATES, INC.
9215 Dixie Highway
P.O. Box 329
Clarkston MI 48017

ALEXANDER MCNEIL
Notary Public, Wayne County, Mich. County, Michigan
Acting in Oakland County, Mich.
Not Commission Expires 3/18/97

1027
KNOW ALL MEN BY THESE PRESENTS, that NOVA REALTY COMPANY, A MICHIGAN

COPARTNERSHIP, WHOSE ADDRESS IS 725 WILLITS, BIRMINGHAM, MICHIGAN 48009

hereinafter called the Grantor, for and in consideration of a gift received
from Grantor to Grantee, the City of Novi, a Michigan Municipal Corporation,
hereinafter called the City, whose address is 45225 West Ten Mile Road, Novi,
Michigan 48050, being exempt pursuant to MCLA 207.505(a), does hereby grant
permanent easements to the City to operate and maintain the drainage course
known as the Thornton Creek and a temporary easement for ingress and egress
across and through the following described land situated in Section 28, T.1N.,
R.8E., City of Novi, Oakland County, Michigan, to-wit:

A 40-foot wide permanent drainage easement, the centerline being described as
beginning at a point located N87°11'57"E 1250.00 feet along the E-W 1/4 line
line of Section 28 from the W 1/4 corner of Section 28; thence S42°00'00"E
80.00 feet; thence S07°28'37"E 45.32 feet to the point of ending.

Also, a 40-foot wide permanent drainage easement, the centerline being
described as beginning at a point located N87°11'57"E 1974.08 feet along the
E-W 1/4 line of Section 28 and S02°27'58"E 1218.67 feet from the W 1/4 corner
of Section 28; thence N85°00'00"W 75.00 feet; thence N47°00'00"W 221.82 feet
to the point of ending.

Also, a 12-foot wide temporary easement for ingress and egress, the centerline
being described as beginning at a point located S03°00'20"E 104.43 feet along
the west line of Section 28 (nominal centerline of Beck Road) from the W 1/4
corner of Section 28; thence N88°00'00"E 160.00 feet; thence N40°00'00"E
155.00 feet; thence east 30.00 feet; thence S66°00'00"E 195.00 feet;
thence N86°00'00"E 255.00 feet; thence N71°00'00"E 370.70 feet to the point
of ending.

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Said temporary easement shall remain in effect until such time as the Grantor,
its heirs, successors, and assigns provides an alternative route to the above
described point of ending. Said alternate route shall be comparable
construction and stability as the driveway to be constructed by the City of Novi..

[Signature]

22-28-300-001
Said easements being over and across the following described parcel:

**Novi**

The W 3/4ths of the SW 1/4 of Section 28, T.1N., R.8E., except the east 957 feet of the south 682.76 feet thereof being more particularly described as follows:

Beginning at the SW corner of Section 28; thence N03°00'12"W 2648.78 feet along the west line of Section 28 (nominal centerline of Beck Road) to the W 1/4 corner of Section 28; thence N87°11'57"E 1974.08 feet along the E-W 1/4 line of Section 28; thence S02°27'58"E 1960.91 feet; thence S87°02'53"W 957.00 feet; thence S02°27'58"E 682.76 feet; thence S87°02'53"W 992.17 feet along the south line of Section 28 (nominal centerline of Nine Mile Road) to the point of beginning.

As further consideration for the granting of this Easement, the City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, demand suits, costs, or other expenses which the Grantor may suffer, sustain, or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the City.
This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 7th day of September, A.D., 1984.

In Presence Of:

Nancy MacDonald
Joseph C. Kapplagal

NOVA REALTY COMPANY

By: ________________________ (L.S.)
Henry C. Lawrence
Its: ________________________ (L.S.)
And By: ________________________ (L.S.)
Its: ________________________ (L.S.)

STATE OF MICHIGAN
COUNTY OF OAKLAND ss

On this 7th day of September, A.D., 1984, before me, a Notary Public in and for said County, appeared

____________________________________
Henry C. Lawrence

____________________________________

to me known to be the person(s) described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be free act and deed.

This instrument was drafted by and return to: Lawrence L. Currin
JCK & ASSOCIATES, INC.
9215 Dixie Highway
P.O. Box 329
Clarkston MI 48016

Notary Public
Oakland County, Michigan
My Commission Expires:

____________________________________
SANDRA J. CARMANO
Notary Public, Oakland County, Mich.
My Commission Expires Dec. 7, 1995
KNOW ALL MEN BY THESE PRESENTS, that NOVA REALTY COMPANY, A MICHIGAN

COMPARTNERSHIP, WHOSE ADDRESS IS 725 WILLLIS, BIRMINGHAM, MICHIGAN 48009

hereinafter called the Grantor, for and in consideration of a gift received
from Grantor to Grantee, the City of Novi, a Michigan Municipal Corporation,
hereinafter called the City, whose address is 45225 West Ten Mile Road, Novi,
Michigan 48050, being exempt pursuant to MCLA 207.505(a), does hereby grant an
easement to the City for the purpose of preserving the floodplain and wetland
areas in their natural conditions, to operate and maintain the drainage course
known as the Thornton Creek, to construct a pond and an earthen dam, and for
drainage purposes across and through the following described land situated in
Section 28, T.I.N., R.8E., City of Novi, Oakland County, Michigan, to-wit:

Land situated in the SW 1/4 of Section 28, T.I.N., R.8E., City of Novi, Oakland
County, Michigan, being more particularly described as follows:

Beginning at a point located N87°11'57"E 1250.00 feet along the east-west 1/4
line of Section 28 and S42°00'00"E 80.00 feet and S07°28'37"E 45.32 feet from
the W 1/4 corner of Section 28; thence S23°00'00"E 165.00 feet;
thence S42°00'00"E 135.00 feet; thence S35°00'00"E 245.00 feet;
thence S52°00'00"E 225.00 feet; thence east 50.00 feet; thence south 130.00
feet; thence east 50.00 feet to Point "A"; thence South 185.00 feet; thence
S40°00'00"W 145.00 feet; thence S61°00'00"W 142.00 feet; thence N62°00'00"W
50.00 feet; thence north 32.66 feet; thence N79°00'00"W 354.36 feet to Point
"B"; thence N61°00'00"W 170.00 feet to Point "C"; thence N04°00'00"E 150.00
feet; thence N10°00'00"E 160.00 feet; thence N53°00'00"E 150.00 feet;
thence N25°00'00"E 125.00 feet; thence N33°00'00"W 130.00 feet;
thence N19°00'00"W 125.00 feet; thence N31°11'23"E 166.23 feet to the point of

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Said easement being over and across the following described parcel:

The W 3/4ths of the SW 1/4 of Section 28, T.I.N., R.8E., except the east 957
feet of the south 682.76 feet thereof being more particularly described as
follows:
Beginning at the SW corner of Section 28; thence N03°00'20"W 2648.78 feet along the west line of Section 28 (nominal centerline of Beck Road) to the W 1/4 corner of Section 28; thence N87°11'57"E 1974.08 feet along the E-W 1/4 line of Section 28; thence S02°27'58"E 1960.91 feet; thence S87°02'53"W 957.00 feet; thence S02°27'58"E 682.76 feet; thence S87°02'53"W 992.17 feet along the south line of Section 28 (nominal centerline of Nine Mile Road) to the point of beginning.

And further, the Grantor does hereby grant temporary construction easements to the City, being described as follows:

Beginning at Point "A" as referred to in the above described permanent easement; thence west 50.00 feet; thence north 130.00 feet; thence west 50.00 feet; thence N52°00'00"W 135.00 feet; thence north 245.00 feet; thence east 314.90 feet; thence S02°27'58"E 328.42 feet; thence west 122.65 feet; thence south 130.00 feet to the point of beginning.

Also a temporary construction easement being described as beginning at Point "B" as referred to in the above described permanent easement; thence S79°00'00"E 200.00 feet thence S25°00'00"W 510.00 feet; thence west 290.00 feet; thence N26°21'16"E 588.18 feet; thence S61°00'00"E 55.00 feet to the point of beginning.

Also a temporary construction easement being described as beginning at Point "C" as referred to in the above described permanent easement; thence N71°00'00"W 570.00 feet; thence N27°00'00"E 240.00 feet; thence S72°53'29"E 480.83 feet; thence S10°00'00"W 110.00 feet; thence S04°00'00"W 150.00 feet to the point of beginning.

As further consideration for the granting of this Easement, the City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, demand suits, costs, or other expenses which the Grantor may suffer, sustain, or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the City.
As further consideration for the granting of this Easement, the City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, demand suits, costs, or other expenses which the Grantor may suffer, sustain, or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the City.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signature this 4th day of October, A.D., 1985.

NOVA REALTY COMPANY

[Signatures]

Edward C. Monahan, Partner (L.S.)
Richard E. Freeh, Partner (L.S.)
Rudolph A. Uhlar, Partner (L.S.)
Mark A. Moriset, Partner (L.S.)

A. John Church, Witness (L.S.)
Joseph C. Kaplizak, Witness (L.S.)

STATE OF MICHIGAN
COUNTY OF OAKLAND SS

On this 4th day of October, A.D., 1985, before me, a Notary Public in and for said County, appeared Henry C. Lawrence, Richard E. Freeh, Rudolph A. Uhlar, Mark A. Moriset, and Edward C. Monahan, co-partners in Nova Realty Company,
to me known to be the person(s) described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed.

This instrument was drafted by and return to: Lawrence L. Currin

JCK & ASSOCIATES, INC.
9215 Dixie Highway
P.O. Box 329
Clarkston MI 48016

[Notary Public]

Notary Public Oakland

County, Michigan.
my Commission Expires: 2005
SANDRA J. CAMERINO
Notary Public, Oakland County, Mich.
My Commission Expires Dec. 7, 1985
EXHIBIT "A"  LINER 9163 PAGE 333

EAST-WEST 1/4 LINE OF SECTION 28
N 87° 11' 57" E 1974.00

WEST LINE OF SECTION 28 & NOMINAL E OF BECK ROAD
E 02° 00' 20" W 952.67'

SOUTH LINE OF SECTION 28 & NOMINAL W OF NINE MILE RD
S 87° 02' 53" W 952.67'

LEGEND

PERMANENT PRESERVATION EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

THORNTON CREEK DETENTION BASIN

PRESERVATION EASEMENT

JCK and Associates, Inc. Consulting Engineers
Clarksdale, Mich. Phone 625-5450

REV 8-9-25

Drawn L.J. Date 5-4-84 Scale NONE Job No. N0771-6
Checked D.G. Shl. No. 1
KNOW ALL MEN BY THESE PRESENTS, that NOVA REALTY COMPANY, a MICHIGAN
COPARTNERSHIP, whose address is 725 WILLITS, BIRMINGHAM, MICHIGAN 48009
hereinafter called the Grantor, for and in consideration of a gift received
from Grantor to Grantee, the City of Novi, a Michigan Municipal Corporation,
hereinafter called the City, whose address is 45225 West Ten Mile Road, Novi,
Michigan 48050, being exempt pursuant to MCLA 207.505(a), does hereby grant an
easement to the City for the purpose of preserving the floodplain and wetland
areas in their natural conditions, to operate and maintain the drainage course
known as the Thornton Creek, to construct a pond and an earthen dam, and for
drainage purposes across and through the following described land situated in
Section 28, T.1N., R.8E., City of Novi, Oakland County, Michigan, to-wit:

Land situated in the SW 1/4 of Section 28, T.1N., R.8E., City of Novi, Oakland
County, Michigan, being more particularly described as follows:

Beginning at a point located N87°11'57"E 1250.00 feet along the east-west 1/4
line of Section 28 and S42°00'00"E 80.00 feet and S02°28'37"E 45.32 feet from
the W 1/4 corner of Section 28; thence S23°00'00"E 165.00 feet;
thence S42°00'00"E 135.00 feet; thence S35°00'00"E 245.00 feet;
thence S52°00'00"E 225.00 feet; thence east 50.00 feet; thence south 130.00
feet; thence east 50.00 feet to Point "A"; thence S14°00'00"W 115.00 feet;
thence S37°00'00"W 265.00 feet; thence N79°00'00"W 430.00 feet to Point "B";
thence N61°00'00"W 170.00 feet to Point "C"; thence N04°00'00"E 150.00 feet;
thence N10°00'00"E 160.00 feet; thence N53°00'00"E 150.00 feet;
thence N25°00'00"E 125.00 feet; thence N33°00'00"W 130.00 feet;
thence N19°00'00"W 125.00 feet; thence N31°11'23"E 166.23 feet to the point

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Said easement being over and across the following described parcel:
The W 3/4ths of the SW 1/4 of Section 28, T.1N., R.8E., except the east 957
feet of the south 682.76 feet thereof being more particularly described as
follows:
Beginning at the SW corner of Section 28; thence N03°00'20"W 2648.78 feet along the west line of Section 28 (nominal centerline of Beck Road) to the W 1/4 corner of Section 28; thence N87°11'57"E 1974.08 feet along the E-W 1/4 line of Section 28; thence S02°27'58"E 1960.91 feet; thence S87°02'53"W 957.00 feet; thence S02°27'58"E 682.76 feet; thence S87°02'53"W 992.17 feet along the south line of Section 28 (nominal centerline of Nine Mile Road) to the point of beginning.

And further, the Grantor does hereby grant temporary construction easements to the City, being described as follows:

Beginning at Point "A" as referred to in the above described permanent easement; thence west 50.00 feet; thence north 130.00 feet; thence west 50.00 feet; thence N52°00'00"W 135.00 feet; thence north 245.00 feet; thence east 314.90 feet; thence S02°27'58"E 328.42 feet; thence west 122.65 feet; thence south 130.00 feet to the point of beginning.

Also a temporary construction easement being described as beginning at Point "B" as referred to in the above described permanent easement;

thence S79°00'00"E 200.00 feet thence S25°00'00"W 510.00 feet; thence west 290.00 feet; thence N26°21'16"E 588.18 feet; thence S61°00'00"E 55.00 feet to the point of beginning.

Also a temporary construction easement being described as beginning at Point "C" as referred to in the above described permanent easement; thence N71°00'00"W 570.00 feet; thence N27°00'00"E 240.00 feet; thence S72°53'29"E 480.83 feet; thence S10°00'00"W 110.00 feet; thence S04°00'00"W 150.00 feet to the point of beginning.

As further consideration for the granting of this Easement, the City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, demand suits, costs, or other expenses which the Grantor may suffer, sustain, or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the City.
This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 7th day of September, A.D., 1984.

In Presence Of:

Nancy MacDonald

Joseph C. Kapolnek

NOVA REALTY COMPANY

By: Henry C. Lawrence (L.S.)

Its: PARTNER (L.S.)

And By: (L.S.)

Its: (L.S.)

STATE OF MICHIGAN
COUNTY OF OAKLAND SS

On this 7th day of September, A.D., 1984, before me, a Notary Public in and for said County, appeared Henry C. Lawrence,

to me known to be the person(s) described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be his free act and deed.

This instrument was drafted by and return to: Lawrence L. Currin

JCK & ASSOCIATES, INC.
9215 Dixie Highway
P.O. Box 329
Clarkston MI 48016

Sandra J. Camerano
Notary Public
County, Michigan.
my Commission Expires:

Sandra J. Camerano
Notary Public, Oakland County, Michigan.
AUTHORIZING RESOLUTION

INGERSOL REGIONAL STORM WATER DETENTION BASIN
&
MDOT BECK ROAD/I-96 WETLAND MITIGATION

MDOT CONTRACT NO. 01-5281

WHEREAS, the City of Novi Storm Water Master Plan has identified a need to construct a regional storm water detention basin to serve the Ingersol District at a site generally south of Twelve Mile Road and west of M-5; and,

WHEREAS, the Michigan Department of Transportation has identified a need to mitigate wetlands proposed to be lost to the Beck Road/I-96 Interchange Project; and,

WHEREAS, these two projects have been combined for to provide for an environmentally and economically cohesive project with Michigan Department of Transportation Contract No. 01-5281 reducing the funding requirements and other responsibilities of the City of Novi and the Michigan Department of Transportation to writing.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk be authorized to sign Michigan Department of Transportation Contract No. 01-5281 on behalf of the City of Novi.

CERTIFICATION

I, Maryanne Cornelius, duly appointed Clerk of the City of Novi, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a Regular meeting held this 13th day of November, 2001.

Maryanne Cornelius
City Clerk
December 4, 2001

Ms. Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

Dear Ms. Cornelius:

RE: MDOT Contract Number: 01-5281
    Control Section: IM 63192
    Job Number: 52694; 56687

Enclosed is a fully executed copy of the above noted agreement.

Sincerely,

Jackie Burch
Contract Processing Specialist
Design Division

Enclosure

cc: R. Zelski, Design Division
    A. Christensen, Financial Operations Division
    Metro Region Engineer
THIS CONTRACT is made and entered into this date of DEC 04 2001, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction of a stormwater detention basin/wetland, and landscaping within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

PART A (Job No. 52694)
Construction of 20 acres of combination wetland and detention site located south of Twelve Mile Road and west of Highway M-5; together with necessary related work; located within the corporate limits of the CITY; and

PART B (Job No. 56687)
Forested tree seedling planting in a wetland creation site located south of Twelve Mile Road and west of Highway M-5; together with necessary related work; located within the corporate limits of the CITY.

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

<table>
<thead>
<tr>
<th>PART</th>
<th>COST</th>
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<tbody>
<tr>
<td>PART A</td>
<td>$2,109,200</td>
</tr>
<tr>
<td>PART B</td>
<td>$19,200</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$2,128,400</td>
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</table>

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement; and
WHEREAS, the DEPARTMENT intends to construct a mitigation wetland in order to satisfy certain Michigan Department of Environmental Quality permit requirements for the Beck/Wixom Road Interchange Development project.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as requirement necessary for improvements to a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway mitigation in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering, plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and engineering, legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans therefor, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required; therefore, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The wetland shall be designed by the DEPARTMENT to provide for stormwater storage meeting the following parameters:

   24" of water to be allowed to drain to 12" of water after a period of 24 hours; and 12" or water to be allowed to drain to 0" of water after an additional period of 24 hours.
6. The CITY agrees to pay a lump sum amount of $150,000 to cover the stormwater storage. In addition, the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

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<th>PART A</th>
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<tr>
<td>DEPARTMENT</td>
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<tr>
<td>CITY</td>
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The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

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<th>TOTAL</th>
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<th>BALANCE</th>
<th>CITY’S</th>
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<td>FED</td>
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<td>SHARE</td>
</tr>
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<td>$1,763,300</td>
<td>$195,900</td>
<td>$173,900</td>
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<td>$-0-</td>
<td>$17,300</td>
<td>$1,900</td>
<td>$1,700</td>
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<tr>
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<td>$150,000</td>
<td>$1,780,600</td>
<td>$197,800</td>
<td>$175,600</td>
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Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made therefore and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY’S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

7. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY’S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than $1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _______ ", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

8. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY’S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.
9. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

10. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

11. Upon completion of the transfer of the wetland and detention site property as described in the PROJECT to the CITY, the CITY shall be responsible for the long term maintenance of said property at no cost to the DEPARTMENT. Maintenance will include periodic forebay dredging, inspection and cleaning of all overflows and connections. The CITY shall be provided with unlimited access to the PROJECT for maintenance purposes.

12. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

13. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

14. All of the PROJECT work shall be done by the DEPARTMENT.

15. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.
18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF NOVI

By ____________________________
Title: City Manager

By ____________________________
Title: MARYANNE CORNELIUS-CITY CLERK

MICHIGAN DEPARTMENT OF TRANSPORTATION

By ____________________________
Title: Department Director MDOT

05/29/87 AFA.FOR 10/29/01
APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinafore set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998
Appendix B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
Ms. Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

Dear Ms. Cornelius:

RE: MDOT Contract No.: 01-5281  
Control Section IM 63192  
Job Number 52694; 56687

Enclosed is the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

— Please do not date the contracts. MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.

— Secure the necessary signatures on all contracts.

— Include a certified resolution. The resolution should specifically name the officials who are authorized to sign the contracts.

— Return all copies of the contracts to my attention of the Department’s Design Division, 2nd floor for MDOT execution.

A copy of the executed contract will be forwarded to you. If you have any questions, please feel free to contact me at (517) 335-2264.

Sincerely,

Jackie Burch  
Contract Processing Specialist  
Design Division

Enclosure
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<tr>
<th>TEST HOLE E-1</th>
<th>TEST HOLE E-2</th>
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GENERAL NOTES:
- SUBSURFACE SOIL CONDITIONS SHOWN ARE BASED ONLY ON AREAS AND DEPTHS SAMPLED AND OR TESTED.
- HORIZONTAL AND VERTICAL SUBSURFACE CONDITIONS MAY VARY BETWEEN SOIL BORINGS.
- ELEVATIONS SHOWN ARE REFERENCED TO USGS DATUM (METERS). GROUNDWATER INFORMATION WAS OBSERVED ON DATE OF SOIL BORING.

SOIL BORING DATA

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