

ENVIRONMENTAL LICENSE AGREEMENT

USE OF MICHIGAN DEPARTMENT OF TRANSPORTATION- OWNED/CONTROLLED PROPERTY AS A METHOD FOR INSTITUTIONAL CONTROL OF ENVIRONMENTAL CONTAMINATION

MDEQ Ref # _____

Site street address: _____ City: _____

This License Agreement, hereinafter referred to as LICENSE, is entered into by the Michigan Department of Transportation, hereinafter referred to as LICENSOR, whose address is 425 West Ottawa Street, Lansing, MI and _____, whose address is _____, hereinafter referred to as LICENSEE, for the purpose of allowing use of LICENSOR owned/controlled land/property for the specific purpose of Institutional Control of Environmental Contamination. The area described in Exhibit 1 will be referred to as the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY MDOT.

By their signatures below, the authorized representatives of LICENSOR and LICENSEE understand and agree to all terms of this LICENSE.

THIS AGREEMENT IS SUBJECT TO THE PARAMOUNT NEEDS OF SAFELY OPERATING AND MAINTAINING THE HIGHWAY/TRANSPORTATION FACILITY. LICENSOR reserves the right to construct, maintain, allow permits for utility, and any other transportation needs upon the area designated in this agreement. The LICENSEE is responsible for any and all increased costs for maintenance or construction associated with the site of environmental contamination within the area defined in RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY MDOT. In the event that the LICENSEE has posted some type of bond as part of this agreement, LICENSOR has the right to use this bond to cover LICENSOR's cost associated with any maintenance or construction project. The bond may only be used to cover additional maintenance or construction costs associated with the environmental contamination within the area defined in RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY MDOT.

LICENSOR reserves the right to require removal of any markers or monuments associated with this LICENSE, as needed for maintenance or construction purposes. LICENSOR will replace any markers or monuments. The LICENSEE is responsible for keeping the monuments legible at all times as part of this agreement. Re-etching or re-stamping may be needed to satisfy this requirement.

At any time the LICENSEE has the right to request the LICENSE be terminated, provided that the LICENSEE can demonstrate through analytical testing that there is no risk to the specific property controlled by LICENSOR.

In addition to the protection afforded by any policy of insurance, the LICENSEE agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LICENSOR, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the LICENSEE under this agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the LICENSEE'S use of property controlled by LICENSOR, except claims resulting from the sole negligence or willful acts or omissions of said indemnities, its agents, or its employees.

At the request of public utility companies, cable television companies, or municipalities, LICENSOR may allow the removal or modification of the site markers with all costs paid by the public utility companies, cable television companies, or municipalities.

The LICENSEE understands that the Michigan Department of Environmental Quality (MDEQ) may perform an audit of the Final Assessment Report or Closure Report for the corrective action that relies on the institutional control for the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY MDOT described in this LICENSE pursuant to Part 213, Leaking Underground Storage Tanks or part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. In the event the results of the audit determine that the corrective action is not complete within the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY MDOT or the institutional control is not adequate protection against unacceptable exposure to regulated substances, the LICENSOR and LICENSEE agree to terminate or amend this license agreement, and any associated documents thereto, as necessary to protect the public's health, safety, welfare and the environment.

The parties mutually agree that this agreement is subject to the provisions of Act 189 of 1953 as amended (users of Tax-Exempt Property).

LICENSEE must notify LICENSOR of any findings from an audit performed by the MDEQ within 30 days. Any costs associated with additional work performed by LICENSOR as a result of the audit findings will be paid by the LICENSEE, not to exceed the cost of a new permit application.

LICENSEE must notify MDEQ of any modification, deletion or termination to this agreement.

For operational ROW if the LICENSOR owned or controlled property covered by this agreement is abandoned, sold, transferred or changed in use LICENSOR must notify MDEQ.

Exempt from Michigan Real Estate Transfer Tax per MCL 207.505 (h)(i) and MCL 207.526, (h)(i).

SPECIAL LICENSE AGREEMENT CONDITIONS (Form 3760B)

- No bonding is required
- Bonding required
- Licensing conditions (see attached)

LICENSEE

LICENSOR

LICENSEE (Signature)

LICENSEE (Printed Name)

LICENSEE (Title)

Individual Acknowledgement

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

Notary Public (Signature)

Acting in County of _____ (State)

My commission expires

Corporate Acknowledgment

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

(Name of Officer)

the _____ and
(Title of Officer)

(Name of Officer) the

(Title of Officer) respectively of

(Name of Corporation/Partnership/Entity) a

(Type of Entity), on the behalf
of the corporation/partnership/entity.

Notary Public (Signature)

Acting in the County of _____ (State)

My Commission Expires

Michigan Department of Transportation

By: _____
(Signature)

Name: Bradley C. Wieferich
Director- Bureau of Highway Development

State of Michigan
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

_____, on

behalf of the Michigan Department of Transportation.

Notary Public (Signature)

Notary Public, State of Michigan

County of _____

My Commission expires: _____