

# APPLICATION AND AGREEMENT FOR PURCHASE OF EASEMENT

Required by Act 299, P.A. of 1980, to authorize sale of realty  
Distribution: Applicant, Finance, Lansing, Region

The Department of Transportation is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. It encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion or national origin. Persons denied fair housing opportunity because of race, color, religion, or national origin may file a complaint with the Michigan Civil Rights Commission.

TRACT NO.	SALE PRICE	BID DEPOSIT	BALANCE
CONTROL SECTION	PARCEL	JOB NO.	

The undersigned (Purchaser) offers and agrees to purchase an easement over the land now owned by the Michigan Department of Transportation (MDOT) and identified above, subject to all encumbrances, building and use restrictions, ordinances, and easements of record together with all improvements and appurtenances, if any, now in or on the premises and to pay the balance indicated above with the following conditions:

1. The proposed grant of easement here identified is subject approval by the State Transportation Commission and/or State Administrative Board. Failure of the Purchaser to complete payment and close this transaction within 30 days after notification of State Transportation Commission and/or State Administrative Board approval will result in MDOT terminating the agreement and retaining the easement. The Purchaser will forfeit \$250 as liquidated damages.
2. The bid deposit will be held by MDOT and under no circumstances will MDOT be liable for interest on the bid deposit.
3. Payments must be made payable to the State of Michigan - Michigan Department of Transportation. Payments may be in the form of Cash, Personal Check, Certified Check or Money Order. Payments should be delivered to the Michigan Department of Transportation, Financial Operations Division, P.O. Box 30648, Lansing, Michigan, 48909.
4. The easement will be executed and delivered to the Purchaser upon receipt of payment in full. No title policy will be provided by MDOT and no closing costs will be paid by MDOT.
5. The Purchaser will not assign, sell or transfer for collateral or for any other purpose, any of its rights or obligations without the prior written approval of MDOT.
6. The time periods set forth here may be extended at the sole discretion of MDOT.
7. The legal description for the subject land is attached.
8. Direct ingress and egress may be limited between the highway and the subject land as described in the legal description.
9. Title will be conveyed as follows:
 

<input type="checkbox"/> Single Man	<input type="checkbox"/> Joint Tenants	<input type="checkbox"/> Governmental Unit
<input type="checkbox"/> Married Man	<input type="checkbox"/> Tenants in Common	<input type="checkbox"/> Register co-partnership
<input type="checkbox"/> Single Woman	<input type="checkbox"/> Michigan Corporation	<input type="checkbox"/> Assumed Name (dba)
<input type="checkbox"/> Married Woman	<input type="checkbox"/> Out-of-State Corporation	<input type="checkbox"/> Other _____
<input type="checkbox"/> Husband & Wife	<input type="checkbox"/> Limited Liability Company (LLC)	

LEGAL NAME	PHONE NUMBER	
ADDRESS		
CITY	STATE	ZIP

10. MDOT reserves the right to deny this application at any time prior to delivery of the easement.
11. MDOT reserves the right to invade the air space above subject land, including structures, by noise, vibrations, fumes or dust arising from construction, maintenance, repair, removal or use of the adjacent highway or street. The Purchaser agrees not to assert any claim arising out of the right reserved by MDOT.
12. MDOT reserves the right to allow any existing public utility facility to go on to the subject land for the purpose of maintenance of said facility, be it on, over, or under the ground.
13. All water run-off and drainage from the abutting highway right-of-way will be allowed a free and uninterrupted flow over the subject land. The Purchaser will have no claim against MDOT for such water deposited on or flowing upon the land. The Purchaser will not change the physical condition of the subject land to impede the free flow of water run-off and drainage from the abutting highway right-of-way.

## ENVIRONMENTAL DISCLOSURE:

14. MDOT has (choose one)
 

<input type="checkbox"/> No information, reports, or testing regarding the environmental condition of the subject property in reference to hazardous substances.
<input type="checkbox"/> Information and/or testing results on environmental conditions on the subject property in reference to hazardous substances.

MDOT recommends that the Purchaser review Part 201 Section 324.2012 of Public Act 451, 1994 for the Purchaser's liability, and liability exceptions.

- 15. The Purchaser may perform environmental testing in accordance with the procedures described in paragraph 15 of this Application.** MDOT will **not** pay for any testing or any analysis performed by the Purchaser on the subject property. Testing is defined as any type of environmental assessment including, but not limited to, records review, site inspection, soil boring analysis, groundwater analysis or soil analysis.
16. If the Purchaser desires to perform environmental testing, then the Purchaser **shall give MDOT written notification within 10 business days after the execution of this Application** to perform environmental testing. The Purchaser must obtain a Right-of-Entry from MDOT in accordance with the procedures and in the manner provided by MDOT for obtaining such Right-of-Entry. If the Purchaser fails to provide proper notice of his or her intent to perform environmental testing within the time prescribed herein, the Purchaser's right to perform environmental testing shall be waived. In any event, the Purchaser shall complete environmental testing within 90 calendar days from the date this Application has been executed by the Purchaser. If proper notice of Purchaser's intent to perform environmental testing has not been received by MDOT and/or environmental testing has not been completed within 90 days from the date of this Application, then, in the event the Purchaser wishes to terminate this Agreement, Purchasers' bid deposit shall be forfeited and MDOT will be under no obligation to refund such deposit.

#### Environmental Testing Performed with Proper Notice

If test results document the presence of hazardous substances which will require remediation under applicable federal or state laws, either MDOT or the Purchaser may terminate this agreement and will be released from any further requirements of this agreement. In this event, notwithstanding any other provisions of this agreement to the contrary, all of the Purchaser's bid deposit will be returned by MDOT. MDOT will not be responsible for any interest on the bid deposit.

Test results will be available at no cost to MDOT at the conclusion of the 90 calendar days. The Purchaser will be solely liable for any damages or injuries which may occur to any person, personalty or real property as a result of the testing or audit.

#### Waiver of Environmental Testing

If proper notice has not been received by MDOT and testing has been waived, the bid deposit will not be refunded.

17. Unless otherwise permitted by law, and only in strict compliance with all state and federal environmental laws, the Purchaser will not cause, permit, or suffer any "Hazardous Substance" to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used on, about or beneath the subject property or any portion of it until title to this land is transferred to the Purchaser.
18. The Purchaser agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Department of Transportation and all officers, agents and employees thereof from any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of this Agreement/Permit, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.
19. The Purchaser agrees that this proposed easement is subject to all prior easements of record. The Purchaser also agrees that the owner of any existing public utility facility now existing on, under or over the proposed easement has the right to continue to maintain such facility with the right to go upon said lands for the purpose of maintenance of such facility.
20. The Purchaser agrees that in the event an installation occurs, upon completion of its installation, the property shall be restored to its original condition by the Purchaser.

The purchaser hereby acknowledges receipt of a copy of this Application and Agreement for Purchase of Easement:

SIGNATURE		DATE
AGENT FOR CORPORATION (PLEASE PRINT)		PHONE NUMBER
ADDRESS		
CITY	STATE	ZIP CODE