

RAILROAD LAND RENTAL AGREEMENT

Distribution: Finance, Lansing, Region, Tenant

MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE STATE OF MICHIGAN POLICIES PROHIBIT DISCRIMINATION AGAINST PERSONS BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, MARITAL OR FAMILIAL STATUS, OR DISABILITY IN THE SALE OR RENTAL OF PROPERTY.

It is hereby agreed that the Michigan Department of Transportation, hereinafter, "DEPARTMENT", does hereby rent to _____, hereinafter "TENANT", whose address is _____, the following state-owned land located at _____, and more particularly described in the attached legal description and sketch, for a term beginning _____. This agreement, unless terminated earlier as provided herein, shall expire _____.

RENT

TENANT agrees to pay \$ _____ per year beginning _____. Payment for the rental period shall be made at the time of execution of this agreement by the TENANT. Subsequent payments will be made by money order or check to the State of Michigan, Michigan Department of Transportation. Mail payments to the Financial Operations Division, P.O. Box 30648, Lansing, Michigan 48909. Payments must include the Control Section, and Parcel Numbers to insure proper credit.

OCCUPATION OF PREMISES

TENANT agrees not to rent, sublease or allow use by any persons other than those designated above as tenants.

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

TENANT'S DUTY TO MAINTAIN PREMISES

TENANT agrees that no building of any type shall be placed on the property. No use shall be permitted within 10 feet of the edge of a cut or fill slope. All right-of-way markers and stakes shall be protected by the TENANT. The DEPARTMENT assumes no responsibility for the safe condition of the lands.

TENANT will not store radioactive, toxic, inflammable or poisonous materials, explosives, or other dangerous or hazardous materials on the said premises and will not permit hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to emit from the premises.

INSPECTION OF PROPERTY BY OWNER

DEPARTMENT reserves the right of representatives of MDOT to enter upon the premises described above for the purpose of inspection. Such inspections are made for the government owner's own purposes and uses and shall not relieve the TENANT of its duties and obligations under the terms and this agreement.

UTILITIES AND SERVICES

TENANT shall be responsible for all services commonly known and designated as public utilities and the securing of deposits and payments for all such obligations. All utilities shall be contracted for in the name of the TENANT and shall be paid when due.

TRACT	CONTROL SECTION	PARCEL	JOB NUMBER
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NOTICE OF TERMINATION

TENANT agrees to vacate the premises upon thirty (30) days written notice by Department.

TENANT understands and agrees when the TENANT vacates the premises either at will or at the request of the DEPARTMENT, the DEPARTMENT will not be obligated to provide, and the TENANT will not be entitled to receive, relocation assistance and benefits.

TENANT shall, before the expiration of this agreement, prepare for vacation of the premises by bringing it to a clean and sanitary condition.

RAILROAD REQUIREMENTS

The tenant must notify the _____ Railway at least seven (7) days before beginning construction on DEPARTMENT owned right of way.

The TENANT shall, promptly pay the _____ Railway for the costs incurred by the railroad for such items as a flagman or inspection.

FIBER OPTIC CABLE

The TENANT is hereby advised that this portion of the Michigan Department of Transportation railroad right of way contains a fiber optic cable and auxiliary equipment that is owned by _____. The TENANT and its contractors shall exercise caution in the performance of their work activities to protect the fiber optics cable and auxiliary equipment.

INDEMNIFICATION AND LIABILITY INSURANCE

- A. The TENANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, the _____ Railway and all officers, agents, and employees thereof:
 - (1) from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the TENANT under the terms of this agreement, and
 - (2) from any and all claims for injuries to, or death of, any and all persons, and for loss of or damage to property, arising out of, under or by reason of this agreement except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or employees.
- B. The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the TENANT or their subcontractors or any other person (not a party to the PROJECT) without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or the solicitation thereof.
- C. It is expressly understood and agreed that the TENANT shall take no action or conduct which arises either directly, or indirectly out of its obligations, responsibilities, and duties under this agreement, which results in claims being asserted against or judgments being imposed against the State of Michigan, _____ Railway, the DEPARTMENT, and/or the Michigan State Transportation Commission, a right to seek and obtain any necessary relief or remedy, including a judgment for money damages.
- D. The TENANT must provide liability insurance for said land in the amount of \$ _____ with the Michigan Department of Transportation and the _____ Railway named as additional insured.

Any notice or other communication to the Department shall be directed to the Michigan Department of Transportation, Real Estate Division.

Although duly executed, this agreement will not be binding on the parties until accepted by the Department.

TENANT'S NAME AND SIGNATURE	DATE
TENANT'S NAME AND SIGNATURE	DATE
ACCEPTED BY (Region Property Analyst)	DATE