

Michigan Department of Transportation
STANDARD LICENSE
FOR PRIVATE USE OF OPERATIONAL RIGHT OF WAY

This License is granted by the Michigan Department of Transportation (MDOT), whose address is 425 West Ottawa Street, Lansing, MI 48933 (LICENSOR) to _____

_____, whose address is _____ (LICENSEE), for the purpose of allowing use of Michigan Department of Transportation owned/controlled land/property for the specific purpose described on the plans/sketch attached and labeled Exhibit A. The area described on Exhibit A will be referred to as the PREMISES and any improvements constructed on the PREMISES will be referred to as the FACILITY.

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

THIS License IS SUBJECT TO THE PARAMOUNT NEEDS OF SAFELY OPERATING AND MAINTAINING THE HIGHWAY/TRANSPORTATION SYSTEM. MDOT reserves the right to terminate or temporarily suspend this License at any time without prior notice to the Licensee. If MDOT terminates this License, the LICENSEE, shall remove its FACILITY on the PREMISES at the LICENSEE's sole cost and expense. In addition, the LICENSEE agrees that MDOT will not be responsible and/or liable for any damages whatsoever related to its FACILITY on the PREMISES. In the event that MDOT temporarily suspends this License, MDOT reserves the right to require the removal of all or a portion of the FACILITY as needed, at LICENSEE's sole cost and expense. LICENSEE is aware that damage may occur to its FACILITY and that MDOT will not be responsible and/or liable for any damages whatsoever to its FACILITY. LICENSEE will be solely responsible for restoring said FACILITY at its sole cost and expense.

LICENSEE agrees that in the event that this License is terminated by MDOT, temporarily suspended by MDOT and/or the LICENSEE vacates the PREMISES at will and/or upon the expiration of this License, the LICENSEE is not entitled to receive any relocation assistance and/or benefits. In addition, any pre-paid usage fee will not be refunded.

If this License is terminated by MDOT, or the LICENSEE, and/or expires by its own terms, the LICENSEE will restore the PREMISES to its original condition at the LICENSOR's sole cost and expense, as determined by MDOT in MDOT's sole discretion.

This License is personal in nature and is not transferable or assignable. No other party is allowed to use or occupy the PREMISES. LICENSEE agrees to notify LICENSOR at least 30 days in advance of the sale, closing, or transfer of title to the property owned by LICENSEE and benefitting from this license.

LICENSEE will not use or store radioactive, toxic, flammable or poisonous materials, explosives or other hazardous materials on the PREMISES and will not bond hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to emit from the PREMISES. No junk or garbage will be stored or allowed to accumulate on the PREMISES.

LICENSEE must provide continuous liability insurance from an insurance company licensed to do business in the State of Michigan that is satisfactory to MDOT, for said PREMISES for the duration of this License. Said insurance policy shall afford protection against all claims for damage to property and injuries to persons arising from Licensee's use and occupancy of the PREMISES including the acts or omissions of the LICENSEE, its agents, suppliers, contractors, employees or customers.

PERMIT APPLICATION REFERENCE NUMBER	CONTROL SECTION	NAME

Residential: Said policy shall be for limits of not less than \$300,000 each occurrence.

Non-Residential: Said policy shall be for limits of \$1,000,000 Each Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage Liability.

The LICENSEE must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify MDOT in writing at least 30 days before there is a cancellation or material change in coverage.

In addition to any LICENSEE fees, as consideration for MDOT granting this license, the LICENSEE agrees to hold harmless, defend, and indemnify in litigation; the State of Michigan, the State Transportation Commission, MDOT, and its agents and employees; against claims for damage to public or private property, and for injuries to persons arising out of LICENSEES use of the PREMISES. LICENSEE will be responsible for all services commonly known and designated as public utilities, and the securing of deposits and payments for all such obligations.

At the request of public or municipal utilities, or municipalities, the LICENSEE shall locate and relocate, remove or modify its FACILITY to accommodate same at no cost to MDOT or interference with the trunkline right of way and highway facility.

If the LICENSEE violates the terms of this license, MDOT will revoke the license and the LICENSEE will restore the PREMISES to its original condition -at the LICENSEE's sole cost and expense, as determined by MDOT and in MDOT's sole discretion.

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

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

SPECIAL PROVISIONS (Attach exhibit if necessary):

LICENSE TERM (YEARS)	RIGHT OF WAY TYPE (EASEMENT, FEE, ETC.)
EFFECTIVE DATE	EXPIRATION DATE
ADMINISTRATIVE FEE	USAGE FEE
PAYMENT DUE DATE	PAYMENT SCHEDULE Lump Sum Yearly Other: ()
INSURANCE POLICY NUMBER	INSURANCE COMPANY
PARCEL NUMBER (Property Tax ID Number)	

PERMIT APPLICATION REFERENCE NUMBER	CONTROL SECTION	NAME
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MDOT DIRECTOR OR DESIGNEE

NAME

ADDRESS

PHONE

EMAIL

MDOT DIRECTOR OR DESIGNEE

PRINT NAME/TITLE

Point of Contact for this License:

LICENSEE

NAME

ADDRESS

PHONE

EMAIL

Licensee accepts this License and agrees to adhere to all of the terms and conditions set forth above:

LICENSEE SIGNATURE

PRINT NAME/TITLE

PERMIT APPLICATION REFERENCE NUMBER

CONTROL SECTION

NAME

CORPORATE OR OTHER ENTITY

STATE OF MICHIGAN, COUNTY OF _____.

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

By _____, and _____

Respectively of _____ a _____

By _____, Notary public, State of Michigan,

County of _____, my commission expires _____.

MDOT SIGNATURE ACKNOWLEDGEMENT

STATE OF MICHIGAN, COUNTY OF _____.

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

By _____, and _____

Respectively of _____ a _____

By _____, Notary public, State of Michigan,

County of _____, my commission expires _____.

<p>Drafted by:</p> <p>Michigan Department of Transportation - Permit Staff</p>	<p>When recorded return to:</p> <p>Michigan Department of Transportation</p>
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PERMIT APPLICATION REFERENCE NUMBER	CONTROL SECTION	NAME

EXHIBIT A

SPECIFIC PURPOSE: This license is for private use (FACILITY) of a portion of right of way (PREMISES) as described in this document.

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