

INFORMATION FOR LICENSE AGREEMENT

Michigan Department of Transportation (MDOT) owns/controls right-of-way (ROW) for the safe and efficient operation of the state transportation system. MDOT allows for the use of its ROW for the purposes defined by law (generally utility related uses). MDOT may consider a private use of the public ROW where such use provides a significant benefit to MDOT's transportation system or where the applicant can demonstrate that there are extenuating circumstances or no practical alternative. Potential applicant expense is not a factor in determining need. MDOT reserves the right to suspend, revoke or terminate any authorization to access or use the ROW - in some cases, without notice.

Applicant/Licensee:

- Must provide written request including justification for use.
- Request will be subject to internal engineering review and approval. Requests for use of limited access ROW will also be subject to review/approval by Federal Highway Administration.
- Plans must be in compliance with all zoning ordinances, including a variance or contingency plan approved by the local municipality, should the agreement be suspended, revoked or terminated for any reason.
- Will be required to pay all of MDOT's costs associated with the request, including but not limited to: engineering review, appraisal, appraisal review, administration, recording fees and development and execution of the agreement - regardless of whether an agreement is approved or executed.
- Will be required to pay MDOT approved rental rate for use of ROW. The MDOT approved rate is not negotiable. Payment of rent will be in advance for the term of the agreement.
- Will not be allowed to assign, rent, sublease, sell, convey or in any way encumber the premises, facility or the agreement, including any rights, interests or privileges allowed by agreement.
- Will be required to provide continuous liability insurance in an amount determined by MDOT/State of Michigan, naming MDOT/State of Michigan as additional insured.
- Will be solely responsible to return the property to MDOT in the original condition or better upon termination of the agreement whether terminated by the applicant or MDOT.
- Will not be eligible for refund of pre-paid rent, cost of constructing or removing facility or any other cost associated with the agreement and will not be eligible for relocation assistance and or benefits, in the event of suspension, revocation or termination of the agreement.
- Will not be allowed to store any radioactive, toxic, flammable, poisonous, explosive, or hazardous materials on the premises. Applicant/Licensee will not permit objectionable smoke, fumes, vapors or odors to emit from the premises. No junk or garbage will be stored or allowed to accumulate on the premises.
- Will be required to provide a copy of the deed or land contract to show proof of ownership of ROW in instances where MDOT's interest is an easement and will be used as the source of the legal description for recording.
- Use of ROW is subject to use by public utilities, cable television companies and/or municipalities and applicant/licensee will locate, relocate, remove or modify its facility to accommodate same at no cost to MDOT or interference with the highway system.
- Agreement will be recorded at the appropriate County Register of Deeds.