

## ENVIRONMENTAL LICENSE AGREEMENT

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

This License Agreement is entered into by the Michigan Department of Transportation (MDOT), whose address is 425 West Ottawa Street, Lansing, MI and \_\_\_\_\_, whose address is \_\_\_\_\_ (LICENSEE), for the purpose of allowing use of MDOT 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 AREA OF ENVIRONMENTAL CONTAMINATION.

By their signatures below, the authorized representatives of MDOT and LICENSEE understand and agree to all terms of this license agreement.

**THIS AGREEMENT IS SUBJECT TO THE PARAMOUNT NEEDS OF SAFELY OPERATING AND MAINTAINING THE HIGHWAY/TRANSPORTATION FACILITY. MDOT 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 AREA OF ENVIRONMENTAL CONTAMINATION. In the event that the Licensee has posted some type of bond as part of this agreement, MDOT has the right to use this bond to cover MDOT'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 AREA OF ENVIRONMENTAL CONTAMINATION.**

MDOT reserves the right to require removal of any markers or monuments associated with this license agreement, as needed for maintenance or construction purposes. MDOT 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 agreement be terminated, provided that the LICENSEE can demonstrate through analytical testing that there is no risk to the specific property controlled by MDOT.

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, MDOT, 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 MDOT, 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, MDOT 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 AREA OF ENVIRONMENTAL CONTAMINATION described in this license agreement pursuant to Part 213, Leaking Underground Storage Tanks, 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 AREA OF ENVIRONMENTAL CONTAMINATION or the institutional control is not adequate protection against unacceptable exposure to regulated substances, the MDOT 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 MDOT of any findings from an audit performed by the MDEQ within 30 days. Any costs associated with additional work performed by MDOT 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 MDOT owned or controlled property covered by this agreement is abandoned, sold, transferred or changed in use MDOT 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**

**MDOT**

\_\_\_\_\_  
LICENSEE (Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
LICENSEE (Printed Name)

Name: Mark Van Port Fleet  
Director- Bureau of Highway Development

\_\_\_\_\_  
LICENSEE (Title)

**Individual Acknowledgement**

State of \_\_\_\_\_

State of Michigan  
County of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_, on behalf of the Michigan Department of Transportation.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Acting in County of \_\_\_\_\_ (State)

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
My commission expires

Notary Public, State of Michigan

**Corporate Acknowledgment**

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Acting in the County of \_\_\_\_\_ State

\_\_\_\_\_  
My Commission Expires  
**Michigan Department of Transportation**

## LICENSED AGREEMENT CONDITIONS

CPS REFERENCE #

SITE ADDRESS

### Bonding Requirements:

Bonding for agreement:

Required

Not Required

Type of bonding:

Individual

Letter of Credit

Other

BOND AMOUNT

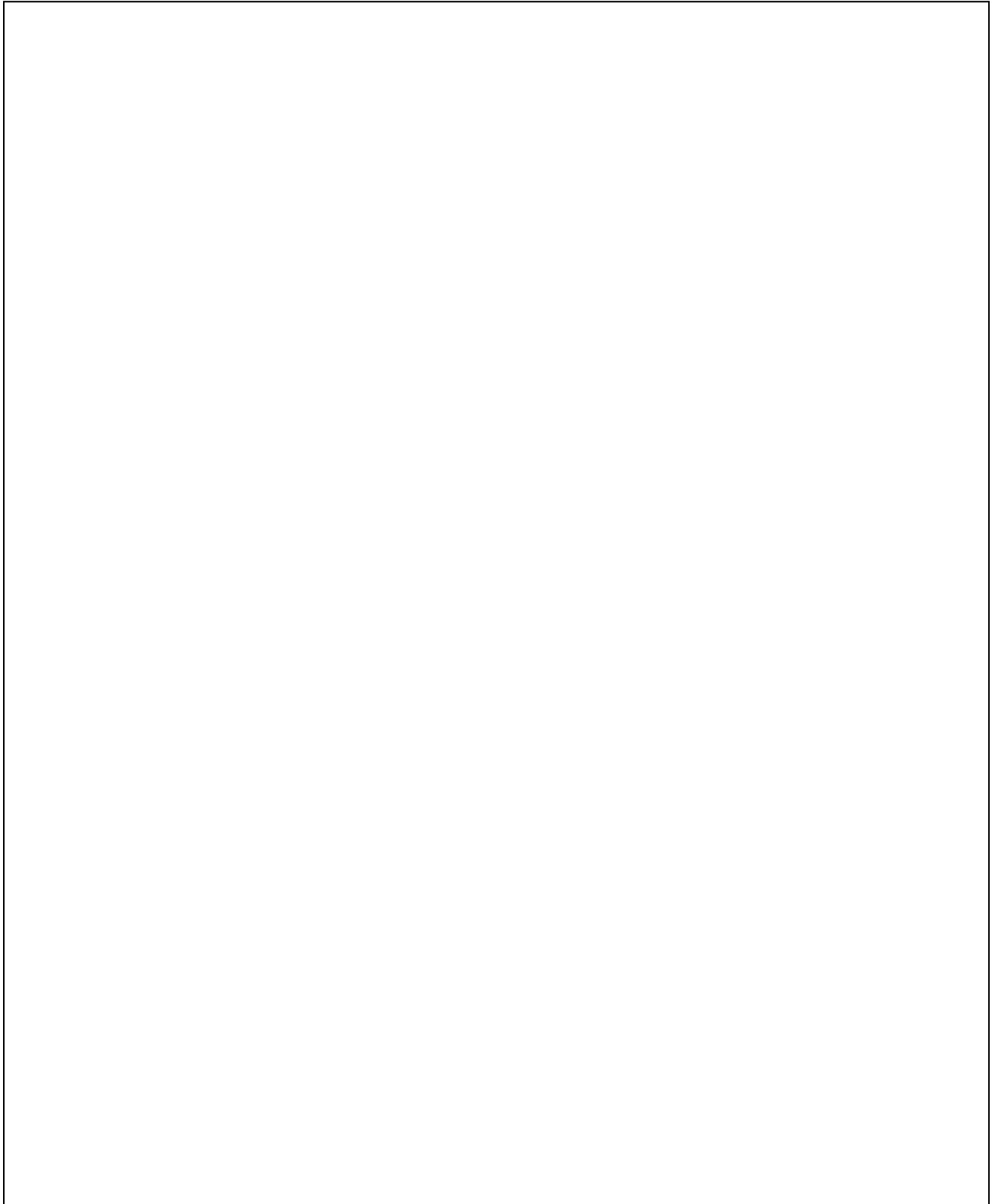
TIME DURATION FOR BONDING

EXPIRATION DATE OF BOND

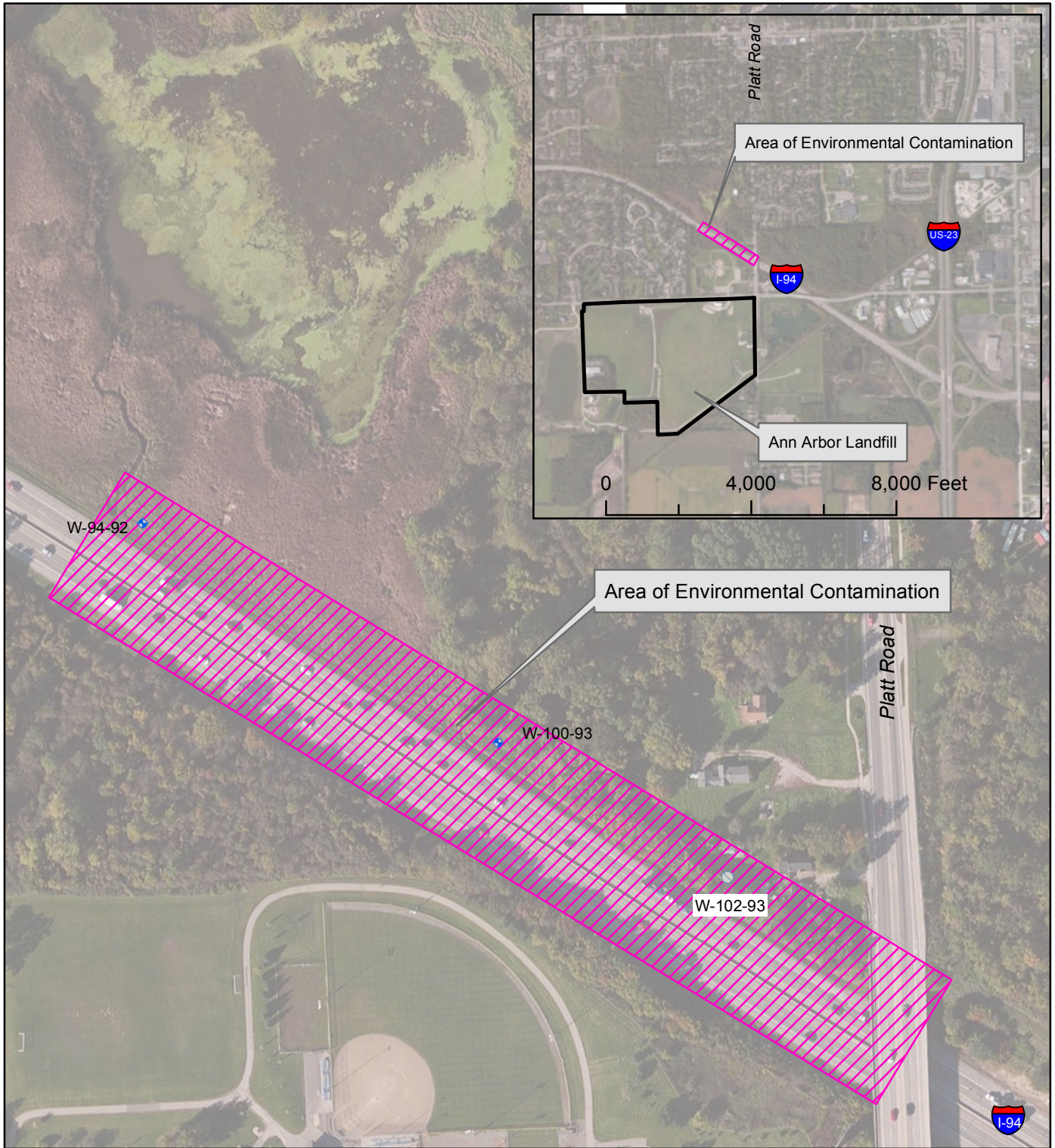
### Generic Conditions

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## Site Specific License Conditions

A large, empty rectangular box with a thin black border, occupying the majority of the page below the section header. It is intended for the user to input site-specific license conditions.

P:\Projects\Ann Arbor\Landfill\GIS\Figures\MDOT\Exhibit1\_Area of Environmental Contamination.mxd



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

-  Upper Aquifer Monitoring Well
-  Abandoned Well
-  MDOT Easement
-  Ann Arbor Landfill

0 200 400 Feet



ANN ARBOR LANDFILL  
ANN ARBOR, MICHIGAN  
**AREA OF ENVIRONMENTAL  
CONTAMINATION**

EXHIBIT

1

CHECKED: PJM

DATE: 12/05/2013