

FAA/MDOT AERO CLAUSES FOR UTILITY EASEMENTS

1. The GRANTEE, its lessees or assigns, prior to entering upon lands of the GRANTOR for the purpose of maintaining, repairing, cleaning out, widening, deepening or extending the sanitary sewers, drains, water lines, electric lines or appurtenances owned by the GRANTEE, shall obtain the prior approval of the office of the Manager of the airport, which approval shall not be unreasonably withheld. The GRANTEE shall have the right from time to time to clear the easement of all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by the GRANTEE of the rights, privileges and easement herein granted.

The GRANTEE shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the GRANTOR without such prior approval; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by the GRANTEE is necessary to protect the public health. When an emergency situation exists, the ingress and egress of the GRANTEE, its lessees or assigns, will be coordinated with the airport management.

2. The GRANTEE shall not construct nor permit to stand above ground level on said easement any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways which may be constructed.

3. The GRANTEE shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said easement.

4. At such time in the future as deemed necessary by the GRANTOR, the GRANTOR may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.). Upon said easement provided notice is given to the GRANTEE at least 30 days prior to the start of construction. Should such development become necessary, the GRANTEE agrees to pay all costs associated with the protection or relocation of its facilities to accommodate said airport improvements.

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5. This easement shall be binding on all other parties, both public and private, which presently, or at a future date, occupy or utilize the easement area conveyed hereby for the utility lines.

6. The GRANTEE agrees to maintain and protect at its own expense its electric or water lines, drains, sanitary sewers or appurtenances and equipment within the easement area. Should a change in airport operations or standards require the upgrade or additional protection of the utility and equipment, the cost shall be paid by the GRANTEE.

7. The GRANTEE agrees to pay for any increased cost of maintaining and operating the utility lines resulting from the relocation of such lines, and shall perform all necessary maintenance at its own expense in accordance with specifications approved by the GRANTOR and GRANTEE.

8. The GRANTEE agrees to save and keep GRANTOR and the State of Michigan harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save GRANTOR and the State of Michigan harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or any other occurrence on or about the premises above described, causing injury to any person or property, arising by reason of construction, operation and maintenance, and use of this easement. GRANTOR reserves the right of full use of said premises subject to rights granted.

9. Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134, Section (5)(h)(1), as amended. MCLA 207.505 (h)(i).

10. Exempt from Michigan Real Estate Transfer Tax under 1993 Public Act 330, Section (6)(h)(i), as amended. MCLA 207.526 (h)(i).