

BILLBOARD VEGETATION SURVEY PERMIT

Information

A billboard vegetation survey permit is required prior to performing field work and submitting an application for a billboard vegetation removal/trimming permit. The billboard vegetation survey permit allows the permit applicant to obtain the required information for a billboard vegetation removal/trimming permit as specified on Billboard Vegetation Removal/Trimming, (Form 2231).

One billboard vegetation individual survey permit, or an advance notice under a valid billboard vegetation annual survey permit, is required per structure.

A billboard vegetation annual survey permit may be applied for as a regional or statewide permit. If a statewide permit is applied for, the application shall be processed through the Central Office Construction Permit Staff. Otherwise the application shall be processed by the TSC Construction Permit Staff.

Procedure

TSC Construction
Permit Staff

1. Receive standard permit application package from the permit applicant through the Construction Permit System (CPS) with a Certificate of Insurance and Commercial Sign Permit, (Form 2223) for individual survey permit.

2. Review billboard vegetation survey permit application package in CPS.

Note: If the submittal is incomplete, place permit application on-hold and notify permit applicant of missing information. The review process shall not begin until the missing information is received.

3. Process billboard vegetation survey permit according to the Individual Permit Process, (Procedure 1502.01) or Annual Permit Process, (Procedure 1502.11).

TSC Construction
Permit Staff

4. Receive an Advance Notice from permit applicant through CPS a minimum of 5 calendar days prior to beginning the vegetation survey. Form 2223 and a plan to access the site shall also be included for an annual survey permit.

5. Review the Advance Notice, Form 2223 and plan to access site.

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Note: If the submittal is incomplete, reject the Advance Notice and notify permittee of missing information. The permittee shall submit a new Advance Notice with the missing information.

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|-------------------------------|---|
| Reviewers | <ol style="list-style-type: none">6. Assign the Advance Notice to the appropriate reviewers in CPS to verify there are <u>no</u> restrictions for proceeding with the work.7. Receive notification of a pending Advance Notice review from CPS.8. Review the Advance Notice.9. Approve or deny the Advance Notice review in CPS. |
| TSC Construction Permit Staff | <ol style="list-style-type: none">10. Identify the Advance Notice has been reviewed in CPS.11. Review the Advance Notice for reviewer comments and additional conditions, if applicable.12. Approve or deny the Advance Notice in CPS with any additional conditions. |

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Time Report Requirements The TSC Construction Permit Staff and all permit reviewers shall code their time, travel and vehicle expenses for all billboard vegetation removal/trimming permit activities to PCA 77400.

Form 2223 If Commercial Sign Permit, (Form 2223) cannot be located by the billboard permit holder, the permit holder may request the Central office Highway Advertising Unit retrieve it for them. For this there is a \$15.00 charge. If the Central Office Highway Advertising Unit cannot find the Form 2223, a letter may be issued that may be used in place of Form 2223.

Reviewing Form 2223 The TSC Construction Permit Staff shall review Form 2223 for the following:

- a. Verify the sign permit expiration date is current.
- b. Ensure the permit applicant is not banned from obtaining billboard vegetation removal/trimming permits before issuing the permit.

Note: The Central Office Highway Advertising Specialist will broadcast to all TSC Construction Permit Staff when a company is banned from obtaining a billboard vegetation survey permit and/or billboard vegetation removal/trimming permit.

Permit Reviewers Reviewers may be one or more of the following:

- TSC Traffic and Safety Staff
- TSC Maintenance Staff
- TSC Inspector
- Region Resource Specialist or designee
- Other TSC/Region Staff

BILLBOARD VEGETATION REMOVAL/TRIMMING PERMIT

Information

An amendment to The Highway Advertising Act, Public Act (PA) 106 of 1972 became effective January 1, 2007 and included new vegetation management provisions for addressing the following:

- Trimming and other vegetation management practices
- Improving visibility to existing signs
- Clarifying penalty provisions for illegal activities
- Stipulating new penalties
- Providing for a dispute resolution process
- Allowing for more effective regulation

Because of this amendment, the TSC Construction Permit Staff is involved in several processes for billboard vegetation management.

After obtaining a Billboard Vegetation Survey Permit, (Procedure 1510.01) a sign owner may apply for a billboard vegetation removal/trimming permit. A billboard vegetation removal/trimming permit is required prior to a sign owner removing/trimming vegetation near a sign to increase visibility. One billboard vegetation removal/trimming permit application is required per viewing side.

MDOT is required to process and approve permits within 30 days as specified in PA 106 of 1972. Approval, denial, or limited approval shall occur on or before the 28th calendar day following the MDOT application period (application window) to meet MDOT's requirement to review and respond.

Procedure

TSC Construction
Permit Staff

1. Receive standard permit application package from permit applicant through the Construction Permit System (CPS) with the following:
 - Request for Removal of Vegetation, (Form 2231) with all requirements and documentation provided
 - Digital Color Photographs
 - Proportional plan view
 - Removal/trimming lists of all trees and shrubs flagged and identified
 - Firm and names of the individuals who conducted the survey for this permit
2. Review the permit application package in CPS to ensure all requirements have been met. If all requirements have been

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met, the 30 day calendar started on the date the application package was received.

Note: If the submittal is incomplete, place the permit application on-hold and notify applicant of missing information. If the application package is not complete, the 30 day calendar is not started. The review process may not begin until the missing information is received.

If a response from the applicant is not received within 30 calendar days, the application shall be closed. If another application is submitted at a later date, the application fee shall be required again.

Region Resource Specialist /
Reviewer

3. Assign permit application package to the Region Resource Specialist and other required reviewers in CPS within 3 calendar days from receipt of a complete billboard vegetation removal/trimming permit application package.
4. Receive notification e-mail of pending permit application package review from CPS.
5. Review permit application package in CPS for concerns, and provide necessary comments.

Note: If the permit application package is returned to the TSC Construction Permit Staff for missing information the 30 day calendar shall be stopped.

6. Determine if consultant services will be utilized. If consultant services will be utilized, see Billboard Vegetation Removal/Trimming Appraiser Contract Management, (Procedure 1510.51).
7. Determine if any issues shall be addressed by modifications, clarifications, special conditions, or by another method.
8. Provide specific reasoning for limited acceptance, denial or mitigation requirements with possible suggestions or restrictions for what the permit applicant can or cannot do.

Note: If it is possible to resolve minor issues before the permit is issued or rejected, the Region Resource Specialist may contact the permit applicant directly.

BILLBOARD VEGETATION REMOVAL/TRIMMING PERMIT

TSC Construction
Permit Staff

9. Approve, deny, or request revisions in CPS prior to the date specified but no later than 14 calendar days after the end of the application period.
10. Identify permit application package has been reviewed by all reviewers in CPS.
11. Review permit application package for reviewer approval or denial.

Note: If any of the permit reviewers deny or approve the permit with modifications, the entire permit shall be denied or approved with modifications. Specific reasoning for denial or approval with modifications shall be provided.

If information is missing, the application shall be placed on-hold and the 30 calendar days shall be stopped.

If mitigation is required, see Billboard Vegetation Removal/Trimming Mitigation, (Procedure 1510.21).

12. Place application on-hold and request the following from the permit applicant:
 - Revised plans showing the limitation/modification, for limited approval
 - Certificate of Insurance
 - Bond Number

13. Receive revised plans, Certificate of insurance and bond number from permit applicant through CPS.

Note: The applicant has 30 calendar days to appeal an approved limited permit or a denied permit for specific removals and/or trimmings and mitigation. When an appeal is submitted, see Billboard Vegetation Removal/Trimming Decision Appeal, (Procedure 1510.41).

If a response from the applicant is not received within 30 calendar days, an additional fee according to Form 2235 shall be assessed. If a response is not received within 90 calendar days, the permit shall be closed and

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a new application may only be submitted during a future MDOT application period.

14. Add permit fee, additional review and inspection fees, and value of vegetation fees in CPS and notify applicant.

Note: If a request for reconsideration of the value of vegetation is received from the permit applicant, see Billboard Vegetation Removal/Trimming Request for Reconsideration of the Value of Vegetation, (Procedure 1510.31).

15. Identify in CPS that applicant has paid all appropriate fees.
16. Process billboard vegetation removal/trimming permit according to the Individual Permit Process, (Procedure 1502.01) and provide the permit application package to inspector and other reviewers, as requested.

Note: A permit for removal and trimming vegetation shall be issued for no more than a 90 calendar day period, unless otherwise specified in the permit conditions. No extensions of time shall be granted for the trimming or removal of vegetation.

17. Receive Advance Notice from applicant a minimum of 5 calendar days prior to beginning vegetation removal through CPS.
18. Assign Advance Notice to reviewers and inspector to verify no restrictions exist for proceeding with the removal/trimming work in CPS.
19. Approve or deny Advance Notice within 5 calendar days of receipt. Include additional conditions/restrictions, if necessary.
20. Receive Completion Notice within 7 calendar days of completed work from permit applicant through CPS.
21. Notify Region Resource Specialist and Inspector of Completion Notice receipt.

Region Resource Specialist
/Inspector

22. Receive notification of Completion Notice from the TSC Construction Permit Staff.

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TSC Construction
Permit Staff

23. Inspect the site within 14 calendar days from receipt of the Completion Notice.

Note: If the Completion Notice is not received the site shall be inspected after 30 calendar days from receipt of the Advance Notice or 90 calendar days from permit issuance.

The Inspector shall photograph the completed work for MDOT records.

24. Upload inspection report (Form 2213) and photographs to CPS.

25. Identify that inspection report and photographs were uploaded to CPS.

26. If permitted work was completed satisfactorily or if additional work is still required to complete permit requirements
Notify permit applicant using the Remarks in CPS.

If a penalty fee is required because non-permitted vegetation was removed

Add additional fees to CPS and Notify Applicant.

27. Identify penalty fees have been paid or additional work completed, if required.

28. Close permit in CPS.

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Time Report Requirements

The TSC Construction Permit Staff and all permit reviewers shall code their time, travel and vehicle expenses for all billboard vegetation removal/trimming permit activities to PCA 77400.

Reviewing Form 2223

The TSC Construction Permit Staff shall review Form 2223 for the following:

- a. Verify the sign permit expiration date is current.
- b. Ensure the permit applicant is not banned from obtaining billboard vegetation removal/trimming permits before issuing the permit.

Note: The Central Office Highway Advertising Specialist will broadcast to all TSC Construction Permit Staff when a company is banned from obtaining a billboard vegetation survey permit and/or billboard vegetation removal/trimming permit.

Region Resource Specialist
And Other Reviewers

The permit reviewers may be any of the following:

- Region Resource Specialist or designee
- TSC Traffic and Safety Staff
- TSC Maintenance Staff
- Other staff, as necessary

The Region Resource Specialist shall review the permit application to determine the appropriateness of the removal request and the value of vegetation. All other reviewers shall review the permit application package for structure clearances, mitigation requirements, impacts on the removal area, and other permit requirements.

Payment Processing

Value of Vegetation may be done through CPS or according to the Tree Banking Agreement. If payment is received by check for the Value of Vegetation in accordance to the Tree Banking Agreement, the payment shall be deposited using the following coding:

Value of Vegetation

TC	AY	INDEX	PCA	AOBJ	AG3
190	1995	99116	66666	0985	100250

Note: Include the construction permit number in the description for each payment entered. These payments are frequently submitted together and shall

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be accounted for separately by using the specific coding required.

Additional Review, Inspection, and Penalty fees shall be assigned through CPS. See the CPS User Guide, Chapter 6, Fees/Payments.

Information

Whenever the Region Resource Specialist or other permit reviewers foresee the need for mitigation to occur during Billboard Vegetation Removal/Trimming Permits, (Procedure 1510.11), the permit applicant shall be directed to coordinate field operations with the MDOT Staff (which may require a construction permit).

Procedure

TSC Construction
Permit Staff

1. Identify permit application package has been reviewed by all permit reviewers in the Construction Permit System (CPS).
2. Review permit application package for reviewer approval or denial and determine mitigation is stipulated.
3. Notify permit applicant of required mitigation with the requirement that a mitigation plan be submitted within 30 calendar days through the Remarks in CPS.

Note: The permit applicant has the opportunity to request a time extension.

4. Receive mitigation plan from permit applicant in CPS.
5. Assign review to permit reviewers with mitigation plan within 3 calendar days of receipt from permit applicant.

Note: MDOT has 30 calendar days from the receipt of the mitigation plan to respond to the permit applicant with an approval or denial of the mitigation plan.

Permit Reviewers

6. Receive notification e-mail of pending permit application package review from CPS.
7. Review proposed mitigation plans.
8. Accept or reject review in CPS.

TSC Construction
Permit Staff

9. Identify permit application has been reviewed by all reviewers in CPS.
10. Review permit application package for reviewer approval or denial.
11. Complete Procedure 1510.11.

**BILLBOARD VEGETATION REMOVAL/TRIMMING
REQUEST FOR RECONSIDERATION
OF THE VALUE OF VEGETATION**

May 16, 2013

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Information

Occasionally a permit applicant may request MDOT reconsider the value of vegetation to be removed. When this occurs, additional written documentation needs to be created to adequately respond to these requests.

Procedure

TSC Construction Permit
Staff

1. Receive a request for reconsideration of the value of vegetation and supporting documentation from the permit applicant within 30 days of receipt of approval or limited approval. Supporting documentation shall include calculations and may include photographs and field notes.

Note: A request for reconsideration of value of vegetation shall include all documents and rationale used to determine an alternative value by a professional trained in vegetation management, who can demonstrate successful completion of the training authorized by the Arboricultural Society of Michigan (ASM).

Region Resource Specialist

2. Upload request for reconsideration of the value of vegetation and supporting documentation to the Construction Permit System (CPS).
3. Assign the permit application package with the request for reconsideration of the value of vegetation and supporting documentation to the Region Resource Specialist.
4. Receive notification e-mail of pending permit application package review from CPS.
5. Review the request for reconsideration of value of vegetation and supporting documentation.
6. Determine if the value of vegetation shall be modified using one of the following courses of action:
 - a. If appropriate documentation has been provided and there is a substantial difference between MDOT's valuation and the permit applicant's valuation, MDOT will review its evaluation for accuracy and to ensure all relevant factors were considered and make revisions if necessary.

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REQUEST FOR RECONSIDERATION
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TSC Construction Permit
Staff

- b. If after the review no errors are found or corrections to errors have been addressed, and a substantial difference in value remains, MDOT and the applicant may enter into negotiations to determine if a mutually agreeable compromise valuation may be made. If so, this value shall be used to comply with statutory requirements.
 - c. If there is no substantial difference between the MDOT valuation and the applicant's valuation, the valuation determined by MDOT shall be used.
 - d. If there is disagreement regarding the value of vegetation, and no acceptable compromise can be reached, the MDOT decision shall prevail or no permit will be issued.
7. Approve or deny the review and provide comments in CPS.
 8. Identify permit application has been reviewed by the Region Resource Specialist in CPS.
 9. Review for the Region Resource Specialist's approval or denial and comments in response to the request for reconsideration of value of vegetation.
 10. Enter Remarks in CPS that provide MDOT's formal response to the request for reconsideration of value of vegetation and Notify Applicant.

**BILLBOARD VEGETATION
REMOVAL/TRIMMING DECISION APPEAL**

October 28, 2008

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Information

After a decision has been made in Billboard Vegetation Removal/Trimming Permit, (Procedure 1510.11) the permit applicant has 30 calendar days to appeal the decision. The permit applicant may appeal the following:

- Denied permit
- Modified or limited permit
- Mitigation required
- Determination of removed/trimmed vegetation beyond scope of the permit

A request to reconsider the value of vegetation is not considered an appeal for the purpose of this procedure. See Billboard Vegetation Request for Reconsideration of the Value of Vegetation, (Procedure 1510.31).

Any extension requests to exceed the durations given in this procedure whether by the applicant or MDOT must be approved by the Region Engineer or the Real Estate Administrator, as appropriate. All extensions must be requested in writing with specific justification given for the request.

Any decision made by MDOT at any stage in the appeal process shall not constitute an admission of liability or set future precedent.

The term day as used in this procedure means calendar day. Should any specified time begin or end on a Saturday, Sunday, or legal holiday, the specified time shall begin or end, as applicable, on the next business day following the Saturday, Sunday or legal holiday.

Procedure

TSC Construction
Permit Staff

1. Receive written notice of appeal from permit applicant. The notice of appeal shall include the following:
 - Specific remedy being sought
 - Rationale for the appeal
 - Supporting documentation
2. Record the appeal in the TSC record system.
3. Prepare a memorandum of notification to the Region Engineer.

**BILLBOARD VEGETATION
REMOVAL/TRIMMING DECISION APPEAL**

October 28, 2008

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Region Engineer

4. Respond in writing to permit applicant informing of notice of appeal receipt and processing.
5. Send memorandum of notification, notice of appeal, application file and supporting documentation to Region Engineer within 3 days of receipt. Copies of the notification letter and notice of appeal shall also be sent to the following:
 - TSC Manager
 - Reviewer whose comments are the basis of the appeal
 - Real Estate Administrator

6. Receive notice of appeal from TSC Construction Permit Staff.
7. Review notice of appeal for completeness.

Note: If additional information is required to better understand the appeal or the TSC Construction Permit Staff's position, a request shall be sent in writing to the applicant and TSC Manager.

8. Notify permit applicant of the date, time and location of the Region Office Review (ROR) Panel meeting.
9. Identify a ROR Panel of three individuals.

Note: The Region Engineer may or may not sit on the panel.

10. Convene a ROR meeting to determine if the appeal shall be granted, granted with modifications or limitations, or denied. The ROR meeting shall proceed in the following format:
 - Applicant presentation
 - Department presentation/rebuttal
 - Applicant rebuttal
 - Panel questions, anytime

Note: If the ROR panel chairperson determines that the appeal has changed or new appeal issues have been introduced, the appeal will be remanded to the beginning of the appeal process.

11. Sign the ROR Panel decision letter.

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REMOVAL/TRIMMING DECISION APPEAL**

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12. Notify the following individuals of decision within 45 days from receipt of the notice of appeal:
- TSC Manager
 - Applicant, in writing
 - Reviewer whose comments are the basis of the appeal
 - Real Estate Administrator
 - TSC Construction Permit Staff

Note: The ROR decision of the Region Engineer does not constitute final MDOT action. If the permit applicant wishes to appeal the decision of the ROR, the permit applicant shall submit a notice of appeal in writing to the Region Engineer within 30 days. If the permit applicant accepts the decision of the ROR, the applicable permit shall be issued in accordance with Procedure 1512.11.

TSC Construction
Permit Staff

13. Issue permit according to Billboard Vegetation Removal/Trimming Permit, (Procedure 1510.11), if applicable.

Region Engineer

14. Receive written notice of appeal of ROR decision from permit applicant, if applicable. The notice of appeal shall include the following:
- Specific remedy being sought
 - Rationale for the appeal
 - Supporting documentation

15. Prepare a memorandum of notification to the Real Estate Administrator.

16. Forward the memorandum of notification, notice of appeal of ROR decision and associated files to Real Estate Administrator and send copies of the notification letter and notice of appeal to the following:

- TSC Manager
- Reviewer whose comments are the basis of the appeal
- TSC Construction Permit Staff

Real Estate Administrator

17. Receive notice of ROR decision appeal and associated files from Region Engineer.

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18. Respond in writing to permit applicant informing of notice of appeal receipt and processing.
19. Notify permit applicant of date, time and location of COR Panel meeting.
20. Identify a Central Office Review (COR) Panel of three individuals who have not had prior involvement in the subject application.

Note: The following requirements shall be followed:

- Real Estate Administrator shall not be part of the COR Panel
 - The COR panel shall consist of 1-3 15 level staff members and 0-2 panel members with expertise in vegetation, permit or roadside issues
 - The Real Estate Administrator shall select one of the 15 level or higher panel members to chair the COR Panel
 - At least one panel member shall be from a region and at least one panel member shall be from the Central Office
 - If the COR panel does not have a member with vegetation management experience, the chair shall identify a department staff member with the expertise to advise the panel on vegetation issues
 - In emergencies, if the panel is short one member on the day of the COR, a staff member at a 14 or higher level with no involvement in the subject appeal may fill in as a substitute panel member
21. Convene a COR meeting to determine if the decision shall be upheld or modified.

Note: If the COR panel chairperson determines that the appeal has changed or new appeal issues have been introduced, the appeal will be remanded to the beginning of the appeal process. No new material

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REMOVAL/TRIMMING DECISION APPEAL**

shall be presented without approval of the panel chairperson.

Real Estate Administrator/
COR Panel

22. Review the appeal file to ensure necessary information is available to the COR Panel.

Note: The COR shall be limited to a review of the material in the appeal file, the material submitted as part of the appeal, any material provided to the Real Estate Division Administrator in writing at least 10 days prior to the COR, and the oral presentations made at the COR meeting

If additional information is required the Real Estate Administrator shall request the applicant or Region Engineer supply the information. The Real Estate Administrator shall also make previous COR determinations available to the COR Panel.

COR Panel

23. Determine if the appeal shall be granted, granted with modifications or limitations, or denied. The COR meeting shall proceed in the following format:

- Applicant presentation
- Department presentation/rebuttal
- Applicant rebuttal
- Panel questions, anytime

24. Notify the Real Estate Administrator in writing of decision within 45 days from receipt of the written notice of ROR decision appeal.

Real Estate Administrator

25. Receive decision from COR Panel.
26. Review the COR Panel decision to ensure appropriate processes and timeframes have been followed.
27. Send COR Panel decision to the MDOT Director.

MDOT Director

28. Receive COR Panel decision from Real Estate Administrator.
29. Review and sign COR Panel decision thereby creating a Final MDOT Decision.

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REMOVAL/TRIMMING DECISION APPEAL**

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- Real Estate Administrator
30. Send Final MDOT Decision to Real Estate Administrator within 15 days of COR Panel decision.
31. Receive Final MDOT Decision from MDOT Director within 15 days of COR Panel decision.
32. Notify the following of Final MDOT Decision within 75 days of receiving notice of ROR decision appeal:
- Applicant, in writing
 - TSC Manager
 - Reviewer whose comments are the basis of the appeal
 - TSC Construction Permit Staff
 - Region Engineer
- Note: Upon receiving the Final MDOT Decision, the applicant may pursue the appeal further in a court of competent jurisdiction.
- TSC Construction Permit Staff
33. Issue permit according to Billboard Vegetation Removal/Trimming Permit, (Procedure 1510.11), if applicable.

**BILLBOARD VEGETATION REMOVAL/TRIMMING
APPRAISER CONTRACT MANAGEMENT**

Information

Consultants may be used to complete billboard vegetation removal appraisals. Work Assignments are initially offered to the lowest priced consultant. If the consultant cannot commit to completing the work within the specified timeframe, the next lowest priced consultant is offered the opportunity to complete the work.

Procedure

TSC Construction
Permit Staff

1. Receive a permit application package from permit applicant through CPS. For permit application package requirements see Billboard Vegetation Removal/Trimming Permit, (Procedure 1510.11).

2. Assign the permit application package to the Region Resource Specialist in CPS.

Region Resource Specialist

3. Receive notification e-mail of pending permit application package review from CPS.

4. Determine if Appraiser Consultant services will be utilized.

5. Complete the Consultant Work Assignment Authorization, (Form 3723), if Appraiser Consultant services will be used.

6. Enter appropriate task assignments and acceptance response due date on Form 3723.

7. Email Form 3723 and permit application package to the lowest Appraiser Consultant for that specific region.

8. Receive signed Form 3723 from the lowest Appraiser Consultant within the specified time indicated (1 day maximum).

9. Notify TSC Construction Permit Staff of cost of Appraiser Consultant services.

TCS Construction
Permit Staff

10. Receive notification and cost of Appraiser Consultant services from Region Resource Specialist.

11. Add additional Appraiser Consultant fees in CPS and notify permit applicant.

**BILLBOARD VEGETATION REMOVAL/TRIMMING
APPRAISER CONTRACT MANAGEMENT**

12. Identify in CPS that Appraiser Consultant fees have been paid by permit applicant.

Note: When Appraiser Consultant fees are not paid within 30 days, the permit shall be closed and the permit applicant will need to begin the process again.
 13. Notify Region Resource Specialist to proceed with Appraiser Consultant services for processing the application.
 - Region Resource Specialist 14. Receive notification to proceed with Appraiser Consultant services for processing the application.
 15. Sign and date the Authorized to Proceed with this Work section of Form 3723.
 16. Send Form 3723 with Authorization to Proceed signature to the Appraiser Consultant.
 17. Receive electronic appraisal package, as required on Form 3723 with review comments from the Appraiser Consultant.
 18. Approve or deny the permit application package review in CPS.
 - TSC Construction Permit Staff 19. Identify permit application has been reviewed by all reviewers in CPS.
 20. Review permit application package for reviewer approval or denial and proceed in accordance with Procedure 1510.11.
 - Region Resource Specialist 21. Receive Appraiser Consultant completed and signed Form 3723.
 22. Forward Form 3723 to the appropriate TSC Construction Permit Staff for payment processing.
- Note: If additional work is required, this procedure shall be completed again beginning at step 4.

**BILLBOARD VEGETATION REMOVAL/TRIMMING
APPRAISER CONTRACT MANAGEMENT**

Time Report Requirements

The TSC Construction Permit Staff and all permit reviewers shall code their time, travel and vehicle expenses for all billboard vegetation removal/trimming permit activities to PCA 77400.

Receiving Form 3723

If the lowest Appraiser Consultant does not fax a signed Vegetation Appraisal Consultant Assignment and Authorization, (Form 3723) to the Region Resource Specialist within the specified time, the Region Resource Specialist shall transmit the same Form 3723 and the permit application package to the 2nd lowest Appraiser Consultant vendor for that specific region. (This selection process will continue until an Appraiser Consultant faxes a signed Form 3723 to the Region Resource Specialist within the specified time).

Processing Payment

Process payments for Appraiser Consultant services from permit applicant using the following coding:

TC	AY	INDEX	PCA	AOBJ	AG3
196	95	99116	66666	0985	100250

INDEFINITE DELIVERY SERVICES CONTRACTS

Information

Consultants under contract with MDOT to perform survey work, billboard inspection, design work, traffic engineering studies, or geotechnical in state highway Right-of-Way are required to obtain a no-fee individual construction permit through the Central Office Utility Coordination and Permits Section.

The permit process may begin upon award of the contract. The permit shall be issued subject to the contract agreement. A certificate of insurance is required, but a performance bond is not required.

The TSC Construction Permit Staff may issue a similar TSC-wide permit in lieu of the statewide permit when the consultant's contract is limited to one Region/TSC.

Procedure

Central Office Construction
Permit Staff

1. Receive Indefinite Delivery Service Contract Application through the Construction Permit System (CPS) with a Certificate of Insurance from the IDS Contractor.
2. Review the permit application in CPS to ensure the additionally required information is included in the purpose field.
3. Process permit in CPS. If issued, process according to the following guidelines:
 - The permit expiration date shall coincide with the expiration date of the IDS contract
 - The permit is subject to the MDOT contract requirements
 - Certificate of insurance is required annually
 - A performance bond is not required.

STANDARD LICENSE AGREEMENTS

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Information

Right-of-Way License Agreements shall be required prior to the issuance of any permit which results in construction or use by private parties or other entities, is non-highway in nature, is not statutorily permitted, and occupies state highway Right-of-Way beyond the duration of the permit.

Right-of-Way License Agreements may be entered into when MDOT has sufficient legal right and interest in the state highway Right-of-Way to permit the use of state highway Right-of-Way for non-highway purposes.

Note: If MDOT has an easement and the permit applicant is not the underlying fee owner, the permit applicant must obtain written permission from the underlying fee owner.

The Right-of-Way License Agreement shall only be issued when there is not a present, or projected requirement for the use of the subject area for the construction, safe operation, and maintenance of the highway facility and the permit applicant can demonstrate extenuating circumstances or lack of practical alternatives.

Permits shall not be issued without a Right-of-Way License Agreement in instances where a license is required. This is a requirement of federal law set forth in the *Code of Federal Regulations, 23 CFR 710.405 through 710.407*. This procedure does not apply to railroads or other public utilities.

Selecting Standard or Complex Procedure

Standard Right-of-Way License Agreements are for small commonly requested activities such as those listed on Standard License Agreement Determination Chart in the Standard License Agreements, (Desk Operation 1511.11dm). The process for allowing and permitting these types of requests is not as involved as those for Complex Right-of-Way License Agreements. Standard License Agreements, (Procedure 1511.11) shall not be used for requests in Limited Access Right-of-Way.

Complex Licenses Agreements, (Procedure 1511.21) shall be followed for all activities that do not qualify for Procedure 1511.11. Procedure 1511.21 contains additional tasks, requires additional reviews and approvals, and may involve FHWA approval.

STANDARD LICENSE AGREEMENTS

Procedure

TSC Construction Permit
Staff

1. Receive inquiry for use of State highway Right-of-Way.
2. Provide permit applicant with the Information for License Agreements, (Form 3726).
3. Receive standard permit application package in CPS with the following:
 - Justification letter detailing what, where and why, as well as, benefit to MDOT and extenuating circumstances or lack of practical alternatives
 - Proof of Ownership, for Easement Right-of-Way
 - Deed or land contract proving ownership of adjacent property
 - Additional Real Estate fee
4. Review permit application package and determine the following:
 - Justification is comprehensive enough to show necessity and lack of alternatives
 - Standard or complex. If complex, see Complex License Agreements, (Procedure 1511.21)

Note: If the request is within Limited Access Right-of-Way, it is always considered complex.

TSC Manager/TSC Staff
Engineers

5. Assign review of the permit application package to TSC Manager and TSC Staff Engineers.
6. Receive notification of review assigned in CPS by TSC Construction Permit Staff.
7. Review the permit application package for engineering, technical, and/or administrative requirements in CPS.

TSC Construction
Permit Staff

8. Approve permit application with conditions or deny permit application with justification in CPS.
9. Identify permit application has been reviewed by all reviewers in CPS.

STANDARD LICENSE AGREEMENTS

October 22, 2013

Page 3 of 4

10. Review permit application package for reviewer approval or denial.

Note: If the permit application package is denied by a reviewer, the application shall be denied in CPS.

11. Receive additional requirements from permit applicant and process, if applicable.

12. Complete License Agreement, (Form 2490), Exhibit A and Exhibit B.

Note: If you need assistance completing Form 2490, contact the Real Estate Services Section.

13. Provide permit applicant Form 2490 and notify permit applicant to submit the following required items:

- Certificate of Insurance
- Surety
- Original Form 2490 signed by the applicant and notarized, if applicable
- License rental fees (according to Rate Schedule for Standard License Agreement)
- License Agreement fee, if applicable
- Real Estate Fees, if applicable
- Annual permit application, if maintenance contract is required

Note: All fees shall be entered in CPS and paid through Michigan Business One Stop (MBOS) Shopping Cart.

14. Receive the required items from the permit applicant.

15. Transmit the original Form 2490 signed by the permit applicant to the TSC Manager when recommending approval of individual permit application.

TSC Manager

16. Receive the original Form 2490 signed by the permit applicant from TSC Construction Permit Staff.

17. Sign Form 2490 in the presence of a notary, if applicable.

STANDARD LICENSE AGREEMENTS

TSC Construction Permit
Staff

18. Transmit the original signed Form 2490 to the TSC Construction Permit Staff.
19. Receive the original signed Form 2490 from the TSC Manager.
20. Upload signed Form 2490 to CPS.
21. Process permit according to the Individual Permit Process, (Procedure 1502.01).

Note: Ensure signed Form 2490 is an attachment in the permit package.
22. Transmit original Form 2490 with permit and permit attachments to Central Office License Specialist.

Note: The Central Office License Specialist shall maintain Form 2490 for tracking and renewal.
23. Receive copy of recorded form 2490 from the Central Office License Specialist.
24. Upload the recorded Form 2490 to CPS.

Note: Both the signed and recorded versions of Form 2490 should be retained in CPS.

STANDARD LICENSE AGREEMENTS

Description

License agreements follow normal permit procedures in addition to this procedure's specified steps.

Although not all inclusive, the following list of uses of State highway Right-of-Way by private parties require a license agreement:

- Overhanging canopies, marquees, balconies, on-premises signs, roofs
- Permanent structures with foundations (For example: elevators, buildings, pump houses, signs, building ramps, steps, building fronts, non-motorized paved path)
- Irrigation line
- Private utilities
- Field drain
- Street lights and new private poles
- Parking lots, storage areas
- Private bridges and tunnels
- Adopt-a-Landscape that includes hardscape items

Note: For specific activities and dimensions allowed under the Standard License Agreement procedure see the Standard License Agreement Determination Chart below.

Sprinkler systems do not require a license. They are not charged a rental fee and are only allowed in Free Access Right-of-Way.

Local Public Agency Projects shall not follow this procedure.

TSC Construction Permit Staff shall confirm property ownership by deed or other instrument evidencing possession. A license rental fee shall not be charged if the adjacent property owner is the underlying fee owner of Easement Right-of-Way.

Municipalities conducting operations within their jurisdictional boundaries shall not be charged license agreement administrative fees but may be charged a license rental fee.

If MDOT has an easement and the permit applicant (adjacent property owner) is not the underlying fee owner, the permit applicant must obtain written permission from the underlying fee owner. This may occur when, subsequent to acquisition of the Right-of-Way easement, the property is sold and/or resold and the legal description excludes the Right-of-Way.

STANDARD LICENSE AGREEMENTS

The TSC Construction Permit Staff is encouraged to contact the Central Office License Specialist for assistance in determining the State highway Right-of-Way status and/or completing and executing the License Agreement, if necessary.

Determining if Standard or
Complex License
Agreement

The following chart indicates the allowable construction activities and the maximum land dimensions for a Standard License Agreement. Any proposals for other activities or over the sizes specified shall be processed as Complex License Agreements. See Complex License Agreements, (Procedure 1511.21).

STANDARD LICENSE AGREEMENT DETERMINATION CHART	
Proposed Construction Activity	Maximum Right-of-Way Dimensions
Irrigation line, private utilities (excluding potable water well, septic tank and drain field)	500 linear feet
Street light installed on a new private pole	10 square feet
Field drain	300 square feet
Foundation for balcony (balcony is outside of the Right-of-Way), canopy, marquee, or on-premise sign	
Overhang object with <u>no</u> ground/height disturbance	
Ramp, steps building front, or roof attached to building	

Permit Application
Package Review

Ensure the requirements on Information for License Agreements, (Form 3726) have been met.

Form 2490 Notarization

All License Agreements, (Form 2490) are recorded and shall be notarized. The notary shall determine the appropriate portion of page 3 to complete. A flat rate real estate fee of \$100.00 shall be charged.

Technical Reviews

Technical reviews vary, depending on the complexity and location of the project and who is performing them. Technical reviews examine, but are not limited to, the impact on the following:

- Future transportation needs
- Neighborhood context sensitivity

STANDARD LICENSE AGREEMENTS

- Adjacent property use
- Watershed/drainage requirements
- Traveling public expectations
- Aesthetics
- Safety
- Road capacity/Level of Service
- Environment
- Validity of applicant's justification
- Federal requirements
- Access management

Additional Requirements

Additional requirements may include, but are not limited to, the following:

- Utility leads
- Drainage plans
- Signage
- Driveway changes
- Height requirements
- Clear vision requirements
- Contingency Plans
- Design changes
- Foundation drawings
- Documentation regarding extenuating circumstances or lack of practical alternatives
- Maintenance Contract

Note: A maintenance contract is required when the facility would require ongoing maintenance. The Development Services Division, Agreements Unit shall be contacted when a maintenance contract is required.

Determine Rental Rate

To determine if valuation related to a request is standard, the TSC Construction Permit Staff shall use the following chart:

Note: If the permit applicant objects to, or disagrees with, the amount stated in the table, they may request MDOT obtain an appraisal, at the permit applicant's expense, to provide the basis for the rental rate. Contact the Central Office License Specialist if an appraisal is needed or if questions arise.

STANDARD LICENSE AGREEMENTS

NET PRESENT VALUE OF LEASE FEE
FOR A 20 YEAR PERIOD

Rate Schedule for Standard License Agreements				
Region	Type of Property Zoning			
	Residential, Recreational & Agricultural	Industrial & Office	Commercial	Central Business District
Superior & North	\$500	\$2,000	\$3,500	\$4,500
Bay, Southwest, Grand & University (except Washtenaw County)	\$500	\$2,500	\$4,500	\$7,000
Metro and Washtenaw County	\$500	\$3,000	\$7,000	\$10,000
All Regions (Removable overhang object less than 100 square feet)	\$500	\$1,000	\$2,000	\$3,000

Note: Zoning information may be obtained from the local municipality.

Completing Exhibits A & B The TSC Construction Permit Staff shall complete Exhibit A and Exhibit B in addition to the License Agreement, (Form 2490).

Exhibit A shall include the following:

- Vicinity map or aerial photograph
- Dimensioned sketch or plan of the MDOT property being licensed (Premises) including the MDOT Right-of-Way map sheet page number

Note: The sketch should include the parcel number, if available.

- Narrative description of the MDOT property to be used (Premises)
- Narrative description of what is being constructed (Facility)

For an example on Exhibit A see Example of Form 2490 Exhibit A, (Exhibit 1511.11a).

Exhibit B shall include the legal description of the adjacent property as provided by the permit applicant. The legal description is typically taken from the deed or land contract.

STANDARD LICENSE AGREEMENTS

Airspace

Airspace is anything above the ground. Airspace License Agreements shall include word "airspace" and would identify the vertical dimensions in Exhibit A.

Sub-Surface

Sub-surface is anything below the ground and would require a License Agreement. Sub-surface License Agreements shall include the word "Sub-surface" and would identify the vertical dimensions in Exhibit A.

Retaining the
Recorded Copies

After recording, the recorded copy of the license and permit shall be retained by Central Office in a file shared by Real Estate and Permits, located in the Real Estate Section Secretary's Office.

SR

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Pages: 1 of 5
AGMT
DEPARTMENT OF TRANSPORTATION

RECEIVED

2012 JUL -3 PM 2: 38

COURTY OF KALAMAZOO

Kalamazoo County, MI
[Barcode]

LICENSE AGREEMENT

MDOT 2490 (11/07)

FOR PRIVATE USE
OF OPERATIONAL RIGHT OF WAY

This License Agreement is entered into by the Michigan Department of Transportation, whose address is Lansing, MI (LICENSOR) and [redacted] C [redacted], whose address is [redacted] Kalamazoo, Michigan 49002 (LICENSEE), for the purpose of allowing use of Michigan Department of Transportation (MDOT) owned/controlled land/property for the specific purpose described on the plans/sketch attached and labeled Exhibit A, and on the attached permit application. The area described on Exhibit A will be referred to as the PREMISES and any improvements constructed will be referred to as the FACILITY. The legal description attached as Exhibit B is the adjacent property, owned by the LICENSEE.

By their signatures below, the authorized representatives of LICENSOR 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 terminate or temporarily suspend this agreement. In the event that MDOT temporarily suspends this agreement, LICENSEE is aware that damage may occur to the FACILITY and that MDOT is not required to make repairs and will not be liable in any way for such damage. LICENSEE agrees to vacate the PREMISES upon 30 days written notice.

MDOT reserves the right to require removal of all or a portion of the FACILITY placed on the PREMISES by way of this license, as needed for maintenance or construction purposes without replacement or reimbursement of any costs incurred by the LICENSEE or any other party. In the event that MDOT requests removal of all or a portion of the FACILITY, LICENSEE agrees to return the property to the original condition or better, whether this agreement is terminated by MDOT, the LICENSEE or by the expiration of this agreement.

LICENSEE agrees that in the event that this agreement must be temporarily suspended or the LICENSEE vacates the PREMISES at will, at the end of this agreement term or at the request of MDOT, that MDOT will not be obligated to provide and the LICENSEE will not be entitled to receive relocation assistance and/or benefits and any pre-paid rent will not be refunded.

LICENSEE will not rent, sublease or allow use of the FACILITY or PREMISES by any other person/organization. This License is not transferable or assignable to anyone. LICENSEE agrees not to sell, convey, transfer, mortgage, pledge, assign or otherwise encumber the PREMISES, FACILITY or this agreement in whole or in part, nor of any of LICENSEE'S rights, interests or privileges hereunder, without prior written approval from MDOT

LICENSEE will not use or store radioactive, toxic, flammable or poisonous materials, explosives or other hazardous materials on the premises and will not permit 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 for said premises, for the duration of this agreement, and comply with the provisions of form 2020 "Certificate of Insurance for Permitted Activities in Michigan Department of Transportation Right of Way," attached as Appendix A.

PERMIT NUMBER	CONTROL SECTION	NAME
39042-011450-12-	39042	[redacted] LLC

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, the DEPARTMENT, 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 MDOT ROW, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

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 utility companies, cable television companies 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.

The parties mutually agree that this agreement 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)(i) and MCL 207.526, (h)(i).

SPECIAL PROVISIONS _____

(Attach exhibit if necessary)

EFFECTIVE DATE: June 15, 2012	ADMINISTRATIVE FEE: \$100
EXPIRATION DATE June 15, 2032	INSURANCE POLICY NO. CO2 07743
MARKET RENTAL RATE \$7000	INSURANCE COMPANY [REDACTED] Insurance Company

Points of Contact for this Agreement:

LICENSEE
 Name: [REDACTED] LLC
 Address: [REDACTED] Portage Road
 Address: Kalamazoo, Michigan 49002
 Phone: (269) 381-0776
 E-mail: [REDACTED]

LICENSOR (MDOT)
 Name: Kalamazoo Transportation Service Center
 Address: 5372 South 9th Street
 Address: Kalamazoo, Michigan 49009
 Phone: (269) 375-8900
 E-mail: [REDACTED]

LICENSEE Signature

LICENSOR (MDOT) Signature

Print name/title

Print name/title

TSC Manager

PERMIT NUMBER 39042-011450-12-	CONTROL SECTION 39042	NAME [REDACTED] LLC
-----------------------------------	--------------------------	------------------------

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Pages: 2 of 5 AGMT
 DEPARTMENT OF TRANSPORTATION

Kalamazoo County, MI



Individual Acknowledgement

State of _____
County of _____

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

NOTARY PUBLIC (SIGNATURE) ACTING IN COUNTY OF Michigan MY COMMISSION EXPIRES

Corporate Acknowledgement

State of Michigan
County of Kalamazoo

The foregoing instrument was acknowledged before me this 25th day of June, 2012 by James E. Dally
the Member and _____ the _____
(Title of Officer) (Name of Officer) (Title of Officer)

respectively of _____ a Limited Liability Co., on behalf of the
(Name of Corporation/partnership/entity) (Type of entity)
corporation/partnership/entity.

Kathleen M. Maher Kalamazoo Michigan 08-29-2016
NOTARY PUBLIC (SIGNATURE) ACTING IN COUNTY OF MY COMMISSION EXPIRES

KATHLEEN M MAHER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALAMAZOO
My Commission expires August 29, 2016
Acting in the County of Kalamazoo

Corporate Acknowledgement

State of Michigan
County of Kalamazoo

The foregoing instrument was acknowledged before me this 26th day of June, 2012 by Larry Doyle
the Kalamazoo TSC Manager and _____ the _____
(Title of Officer) (Name of Officer) (Title of Officer)

respectively of Michigan Dept. of Transportation a Government Agency, on behalf of the
(Name of Corporation/partnership/entity) (Type of entity)
corporation/partnership/entity.

Mischka Ann Carr Kalamazoo Michigan 08-01-2018
NOTARY PUBLIC (SIGNATURE) ACTING IN COUNTY OF MY COMMISSION EXPIRES

MISCHKA ANN CARR
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires Aug. 01, 2018
Acting in the County of Kalamazoo

Drafted by: Daniel Roberts When recorded return to Sandy Hoffman
Michigan Department of Transportation Michigan Department of Transportation
Kalamazoo Transportation Service Center PO Box 30050
5372 South 9th Street Lansing, MI 48909
Kalamazoo, Michigan 49009 Attn: Sandy Hoffman

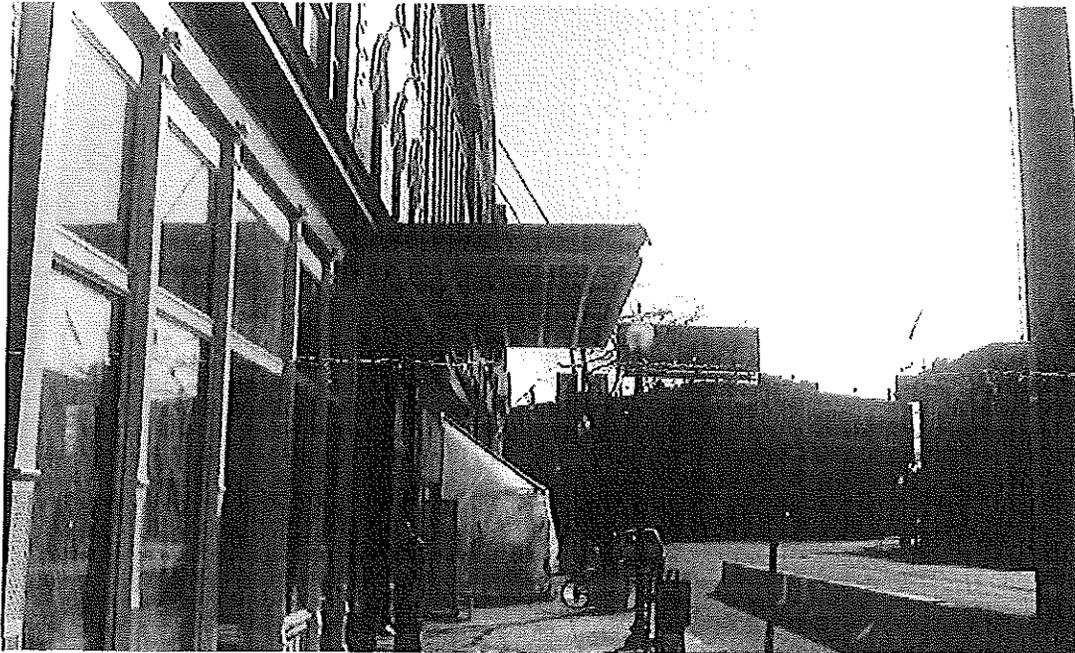
PERMIT NUMBER	CONTROL SECTION	NAME
39042-011450-12-	39042	_____

Exhibit A

PURPOSE: This license agreement is for the use of right of way airspace, specifically for an overhanging canopy on M-43/I-94 BL at [REDACTED] East Michigan, Kalamazoo Michigan.

DESCRIPTION OF PREMISES: Part of M-43/I-94 BL/ East Michigan Avenue right of way, adjacent to [REDACTED] Michigan Avenue. The subject area is the same width as the building/lot and extends eleven (11) feet south from the building beginning above the first story.

DESCRIPTION OF FACILITY: Overhanging canopy, suspended by cables as depicted on the attached sketch and photo.



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Pages: 4 of 6 AGMT

DEPARTMENT OF TRANSPORTATION

[REDACTED] Kalamazoo County, MI



Exhibit B

Property Description:

Michigan:

Commencing at a point on the North line of East Main Street in the City of Kalamazoo 28 feet East of the Southwest corner of Lot 94, Plat of Town (now City) of Kalamazoo, according to the plat thereof as recorded in Liber of Plats, on Page, Kalamazoo County records, thence running North parallel with the East line of Burdick Street, 100 feet, thence East parallel with the North line of East Main Street (now Michigan Avenue) 25 feet more or less to a continuation of the West line of a lot deeded by Hiram Arnold to Mitchell Hinsdill by deed recorded in Liber M of Deeds, on Page 434, thence South parallel with the East line of Burdick Street to the North line of East Main Street, thence West on the North line of said street to the place of beginning. Intending to describe: Original Plat East 25 feet of the West 53 feet of the South 80 feet of Lot

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Pages: 5 of 5 AGMT

DEPARTMENT OF TRANSPORTATION

Kalamazoo County, MI



RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2011 DEC 21 AM 10:50

LIBER [REDACTED] PG [REDACTED]

232411
LIBER [REDACTED] PAGE [REDACTED]
\$25.00 HISC RECORDING
\$4.00 REIMBURSEMENT
12/21/2011 10:55:07 A.M. RECEIPT# 103843



PAYD RECORDED - OAKLAND COUNTY
BILL BULLARD JR, CLERK/REGISTER OF DEEDS

LICENSE AGREEMENT

MDOT 2490 (11/07)

FOR PRIVATE USE
OF OPERATIONAL RIGHT OF WAY

425 W. OTTAWA "48909" [REDACTED]

This License Agreement is entered into by the Michigan Department of Transportation, whose address is Lansing, MI (LICENSOR) and [REDACTED] Michigan, a Michigan non profit [REDACTED], whose address is [REDACTED] Woodward Avenue, Pontiac, Michigan 48341 [REDACTED] corporation d/b/a [REDACTED] Oakland [REDACTED] (LICENSEE), for the purpose of allowing use of Michigan Department of Transportation (MDOT) owned/controlled land/property for the specific purpose described on the plans/sketch attached and labeled Exhibit A, and on the attached permit application. The area described on Exhibit A will be referred to as the PREMISES and any improvements constructed will be referred to as the FACILITY. The legal description attached as Exhibit B is the adjacent property, owned by the LICENSEE.

By their signatures below, the authorized representatives of LICENSOR 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 terminate or temporarily suspend this agreement. In the event that MDOT temporarily suspends this agreement, LICENSEE is aware that damage may occur to the FACILITY and that MDOT is not required to make repairs and will not be liable in any way for such damage. LICENSEE agrees to vacate the PREMISES upon 90 days written notice.

WP

MDOT reserves the right to require removal of all or a portion of the FACILITY placed on the PREMISES by way of this license, as needed for maintenance or construction purposes without replacement or reimbursement of any costs incurred by the LICENSEE or any other party. In the event that MDOT requests removal of all or a portion of the FACILITY, LICENSEE agrees to return the property to the original condition or better, whether this agreement is terminated by MDOT, the LICENSEE or by the expiration of this agreement.

LICENSEE agrees that in the event that this agreement must be temporarily suspended or the LICENSEE vacates the PREMISES at will, at the end of this agreement term or at the request of MDOT, that MDOT will not be obligated to provide and the LICENSEE will not be entitled to receive relocation assistance and/or benefits and any pre-paid rent will not be refunded.

LICENSEE will not rent, sublease or allow use of the FACILITY or PREMISES by any other person/organization. This License is not transferable or assignable to anyone. LICENSEE agrees not to sell, convey, transfer, mortgage, pledge, assign or otherwise encumber the PREMISES, FACILITY or this agreement in whole or in part, nor of any of LICENSEE'S rights, interests or privileges hereunder, without prior written approval from MDOT

LICENSEE will not use or store radioactive, toxic, flammable or poisonous materials, explosives or other hazardous materials on the premises and will not permit 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 for said premises, for the duration of this agreement, and comply with the provisions of form 2020 "Certificate of Insurance for Permitted Activities in Michigan Department of Transportation Right of Way," attached as Appendix A.

PERMIT NUMBER 63151-5472-11	CONTROL SECTION 63151	NAME [REDACTED] a Michigan non profit corporation d/b/a [REDACTED] and
--------------------------------	--------------------------	---

O.K. - GK

LICENSOR [REDACTED]

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, the DEPARTMENT, 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 MDOT ROW, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

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 utility companies, cable television companies 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.

The parties mutually agree that this agreement 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)(i) and MCL 207.526, (h)(i).

SPECIAL

PROVISIONS Exhibit C "Supplemental Specifications of MDOT Permit 63151-5472-11", Exhibit D "Maintenance Contract 11-5472", and Exhibit E "Special Provision for Discrepancies between License Agreement and Maintenance Contract 11-5472"

(Attach exhibit if necessary)

EFFECTIVE DATE: December 15, 2011	ADMINISTRATIVE FEE: waived
EXPIRATION DATE December 15, 2031	INSURANCE POLICY NO. V-INTPR-1001, 83UENMS5775
MARKET RENTAL RATE \$22,000.00	INSURANCE COMPANY [REDACTED] Insurance Co.

Points of Contact for this Agreement:

LICENSEE
 Name: [REDACTED] Michigan non profit
 Address: corporation d/b/a [REDACTED]
 Address: 44405 Woodward Avenue, Pontiac, MI 48341
 Phone: 248-858-2590
 E-mail:

LICENSOR (MDOT)
 Name: Sandra Montes - MDOT Oakland TSC Manager
 Address: 800 Vanguard Drive
 Address: Pontiac, MI 48341
 Phone: 248-451-2462
 E-mail: montess@michigan.gov

[REDACTED]
LICENSEE Signature

Print name/title

[Handwritten Signature]
LICENSOR (MDOT) Signature

Sandra Montes
Print name/title Oakland TSC Manager

PERMIT NUMBER 63151-5472-11	CONTROL SECTION 63151	NAME [REDACTED] Michigan, a Michigan non profit corporation d/b/a [REDACTED]
--------------------------------	--------------------------	---

LIBER [redacted] PG [redacted]

Individual Acknowledgement

State of _____
County of _____

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

NOTARY PUBLIC (SIGNATURE) _____ ACTING IN COUNTY OF Michigan _____ MY COMMISSION EXPIRES _____

Corporate Acknowledgement

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this 15th day of December, 2011 by [redacted] (Name of Officer)

the CEO and President (Title of Officer) and [redacted] (Name of Officer) the [redacted] (Title of Officer)

respectively of [redacted] - Michigan (Name of Corporation/partnership/entity), a Michigan non-profit corporation d/b/a [redacted] (Type of entity), on behalf of the corporation/partnership/entity. Oakland

[Signature]
NOTARY PUBLIC (SIGNATURE)
M. VAN METER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Sep. 13, 2017
Acting in the County of _____

Oakland Michigan 9/13/17
ACTING IN COUNTY OF MY COMMISSION EXPIRES

Corporate Acknowledgement

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this 15th day of December, 2011 by Sandra Morales (Name of Officer)

the TSC Manager (Title of Officer) and [redacted] (Name of Officer) the [redacted] (Title of Officer)

respectively of Michigan Department of Transportation (Name of Corporation/partnership/entity) a State agency (Type of entity), on behalf of the corporation/partnership/entity.

[Signature]
NOTARY PUBLIC (SIGNATURE)

Oakland Michigan My Commission Expires Jun. 26, 2013
ACTING IN COUNTY OF MY COMMISSION EXPIRES Oakland

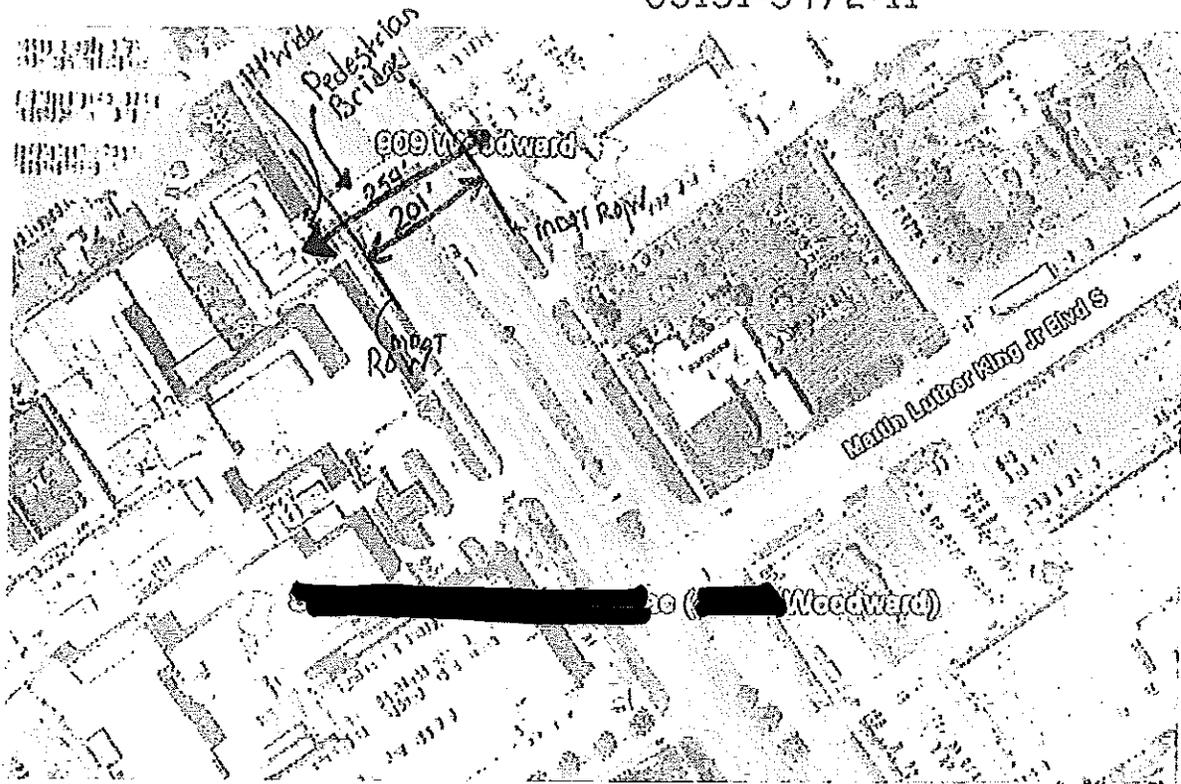
DONNA J. MOTSINGER
Notary Public, State of Michigan
County of Lapeer
My Commission Expires Jun. 26, 2013

Drafted by: Stacey Gough
Michigan Department of Transportation
MDOT- Oakland TSC - Stacey Gough
800 Vanguard Drive
Pontiac, MI 48341
248-451-2453

When recorded return to Sandy Hoffman
Michigan Department of Transportation
MDOT-Lansing Real Estate-Sandy Hoffman
PO Box 30050
Lansing, MI 48909
517-373-2194

PERMIT NUMBER 63151-5472-11	CONTROL SECTION 63151	NAME [redacted] Michigan, a Michigan non profit corporation d/b/a [redacted]
--------------------------------	--------------------------	---

63151-5472-11



Enclosed pedestrian bridge including a center pier (within MDOT right-of-way) and stair towers (outside MDOT right-of-way) located approximately 17 feet above US-24BR/I-75BL/M-1(Woodward Avenue). The pedestrian bridge is for [REDACTED] of Michigan (dba St. [REDACTED]) to connect [REDACTED] [REDACTED] Woodward Avenue, Pontiac, MI) with the employee parking lot (adjacent to [REDACTED] Woodward Avenue, Pontiac, MI). The pedestrian bridge is approximately 259 feet long, of which 201 feet are in MDOT right-of-way, by 14 feet wide. The pedestrian bridge footprint is approximately 3,626 square feet that includes approximately 2,814 square feet in the MDOT right-of-way. [REDACTED] is located at [REDACTED] Woodward Avenue between Martin Luther King Jr. Boulevard and South Boulevard in the City of Pontiac, Oakland County, Michigan.

EXHIBIT A (Page 2 of 2)

63151-5472-11

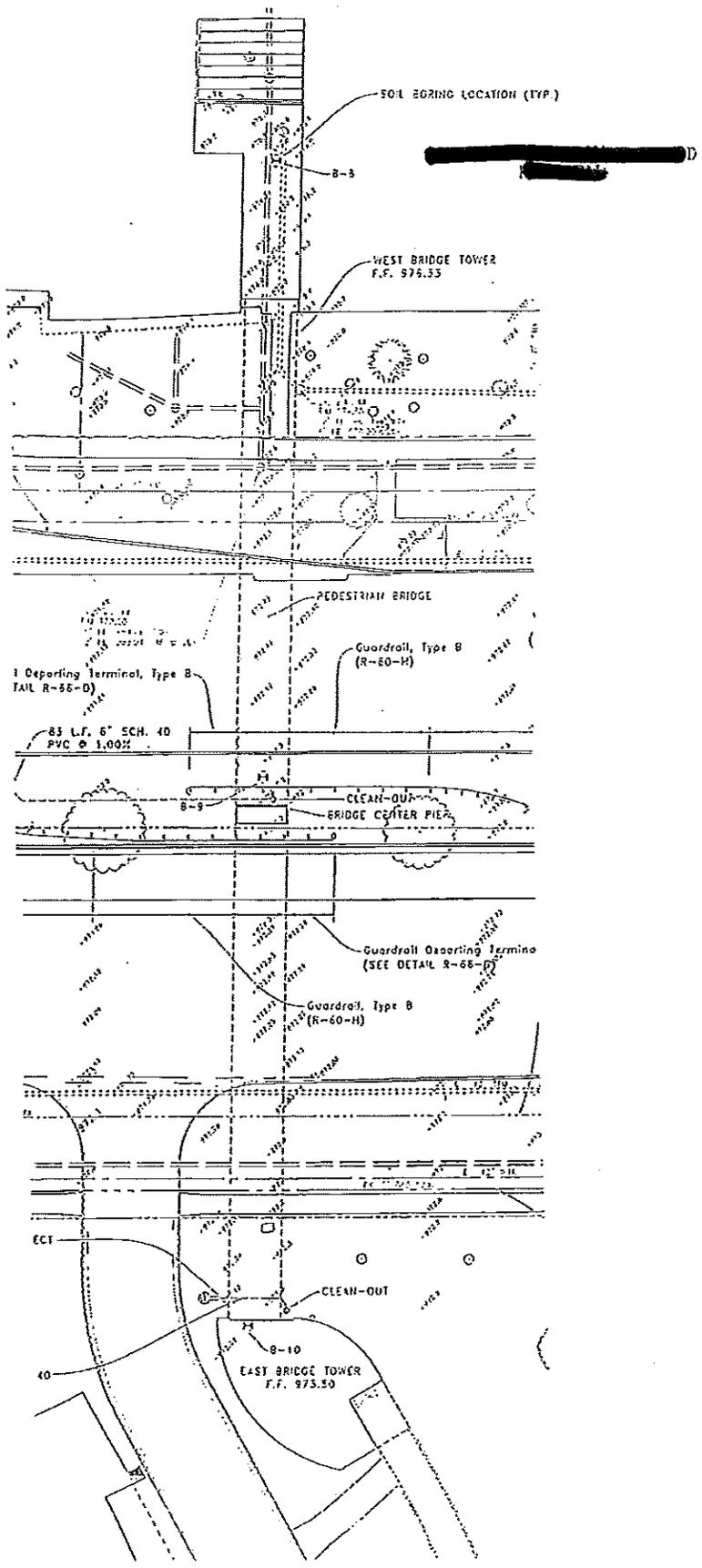


EXHIBIT B
Page 1 of 1
63151-5472-11

Parcel located on West side of Woodward Avenue:

Southeasterly 1/2 of Lot 22 and all of Lot 23, also that part of Lot 24 North of Northerly Right of Way of Fulton Street, Assessor's Plat No. 97, as recorded in Liber 1B, page 97 of Plats, Oakland County Records, EXCEPT that part described as: Beginning at a point distant South 59 degrees 35 minutes 54 seconds West 612.76 feet from Southeast corner of said Northerly part of Lot 24; thence South 59 degrees 35 minutes 54 seconds West 19.06 feet; thence along curve to right, radius 520.34 feet, chord bears South 66 degrees 51 minutes 05 seconds West 131.39 feet, distance of 131.74 feet; thence North 35 degrees 13 minutes 51 seconds West 136.58 feet; thence North 54 degrees 46 minutes 09 seconds East 147.47 feet; thence South 35 degrees 13 minutes 51 second East 165.69 feet to beginning.

Commonly known as: [REDACTED] Woodward Avenue / Tax Parcel ID No.: [REDACTED] 8

Parcel located on East side of Woodward Avenue:

The Northerly 4.584 acres of the Northerly 9.181 acres of Lot 3, Assessor's Plat No. 99, as recorded in Liber 46 of Plats Page 11, Oakland County Records, described as: Beginning at the Northwest corner or most Westerly corner of said Lot 3; thence North 54 degrees 29 minutes 40 seconds East along the Northerly line of said lot, a distance of 830.83 feet, as remeasured, to a corner of said lot; thence North 41 degrees 27 minutes 40 seconds East along the Northerly line of said lot, a distance of 271.83 feet, as remeasured, to the Westerly right-of-way fence of Grand Trunk Railway; thence on a curve to the right along said Westerly right-of-way fence, radius = 14298.60 feet, long chord bears 52 degrees 09 minutes 40 seconds East, 238.90 feet, a distance of 238.90 feet; thence South 54 degrees 39 minutes 40 seconds West, 1165.85 feet to the Easterly line of 200 foot wide Woodward Avenue or U.S. 10; thence North 34 degrees 58 minutes 20 seconds West along said Easterly line of 200 foot wide Woodward Avenue or Westerly line of said Lot 3, a distance of 167.5 feet to the point of beginning.

Commonly known as: [REDACTED] Woodward Avenue / Tax Parcel ID No.: [REDACTED]

Exhibit C

Supplemental Conditions
MDOT Permit No. 63151-5472-11

BA Oakland Pedestrian Bridge
Page 1 of 5

This permit is for the pedestrian bridge only.

The temporary signal is to be deactivated on the day the pedestrian bridge opens and the temporary signal and temporary crosswalk and all other items installed under MDOT Permit 63151-5300-11 shall be removed and the area restored within 30 days of the pedestrian bridge opening.

Maintaining Traffic shall be done per the plans. Lane closures shall be done Monday through Friday from 9:00 am to 3:00 pm and Saturday/Sunday during daylight hours only. No work or lane closure allowed during the 2012 Woodward Dream Cruise week.

MDOT will allow a complete closure of US-24BR/I-75BL/M-1 (Woodward Avenue) for two weekends (Friday at 9:00 pm to Monday at 5:00 am) for erection of the pedestrian bridge over US-24BR/I-75BL/M-1 (Woodward Avenue). The exact weekends will require approval from MDOT and will require a minimum of two week notice in advance of the proposed weekends. The complete closure will require a detour; any detour onto local/county owned roads requires permits and approval from the local municipality or county. The signal timing on MDOT owned signals may be required to be modified during detours. Access to the hospital shall be maintained at all times. Access to all businesses shall be maintained at all times. Access to all fire hydrants shall be maintained at all times.

All traffic control devices including signs and pavement markings (removal and installations) shall be maintained and/or installed in accordance with current MDOT Standards and Specifications. Charges shall be the sole responsibility of the permit applicant.

Applicable warning, regulatory, and guide signs shall not be removed but shall be retained during the progress of the work in their existing location unless otherwise directed by the Department or its inspector. All MDOT signs requiring relocation due to the applicant's operations shall be salvaged, as per the current version of the MDOT Standard Specifications for Construction, and re-installed by the applicant at the original location unless otherwise directed by the Department or their inspecting agency. Salvaged signs shall be re-installed no later than one (1) day after the completion of the work or thirty (30) days after their removal, whichever occurs first.

All traffic control devices used on this permit shall meet the requirements of the most recent editions of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and American Traffic Safety Services Association (ATSSA) "Quality Standards for Work Zone Traffic Control Devices." Traffic control devices are inclusive of signs, barricades, vertical panels, drums, warning lights, arrow boards, changeable message signs, cones, tubular markers, pavement tape, and paint and pavement markers.

Any damaged concrete curb and gutter shall be placed/replaced per MDOT Standard R-30-E, Det F or R-31-E.

Exhibit C

Supplemental Conditions
MDOT Permit No. 63151-5472-11
[REDACTED] DBA [REDACTED] Oakland Pedestrian Bridge
Page 2 of 5

All existing MDOT signs shall be relocated per MDOT Standards and Specifications. No advertising signs are allowed to be placed in the MDOT ROW.

All utilities including drainage facilities shall be located prior to excavation in the MDOT right of way. MDOT facilities are not located through the Miss Dig system.

No parking or storage of material or equipment will be allowed within the MDOT right-of-way.

The sidewalk shall be closed during construction. Place "Sidewalk Closed" signs at the POB and POE of the work. Do not detour pedestrians into the existing roadway.

All proposed work outside of MDOT right-of-way will require permits from the local municipalities or jurisdictions. These permits are the responsibility of the permit applicant.

The Contractor shall have a MDOT approved plan and permit on site at all times.

The Contractor shall electronically submit the advance notice to MDOT a minimum of five (5) days prior to the start of construction via the electronic permit systems. No work shall begin until the approved advance notice has been issued.

The Contractor and the Permit Applicant shall be in accordance with the Visibility Policy.

Place trench backfill in accordance with MDOT Standard Plan R-83-B. All open cut trenches with vertical faces greater than five feet shall have appropriate shoring, bracing, or box trench to prevent potential trench collapses and shall meet MIOSHA standards. All open cut trenches shall be plated during non-work hours.

All excavation in the MDOT ROW shall be limited to a depth of 6 feet below existing grade.

Prior to drilling the pier shafts and foundation, the Contractor is to contact MDOT Soils Engineer Alan Ostrowski at 248-483-5165 (office) or 248-789-0162 (cell) a minimum of 3 days prior to drilling. Alan may choose to be present during any drilling and excavation.

All landscaping in the MDOT right-of-way shall be limited to seed and mulch.

All work in the MDOT right-of-way shall be in accordance with MDOT Standards and Specifications and as directed by the MDOT Inspector.

Access to the SMART bus stop(s) shall be maintained at all times. All coordination with SMART bus is the responsibility of the Permit Applicant.

Access to any fire hydrants shall be maintained at all times.

Exhibit C

Supplemental Conditions
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██████████ DBA ██████████ Oakland Pedestrian Bridge
Page 3 of 5

Access to neighboring businesses shall be maintained at all times.

Access to the hospital shall be maintained at all times.

All work shall be in accordance with MDOT Form 2499 (Special Conditions for Structures over State Highways).

No banners are to be hung from the bridge at any time. No advertising is allowed on the bridge and/or in MDOT ROW.

All mud, dirt, debris, etc. tracked onto US-24BR/I-75BL/M-1 (Woodward Avenue) shall be removed immediately.

No renting, leasing, selling, etc. of the bridge or bridge footprint allowed during any Woodward Dream Cruise or any other future event. No congregation of persons allowed in the bridge during any Woodward Dream Cruise or any other future event. No banner, etc. to be hung during any Woodward Dream Cruise or any other future event.

The Contractor shall be in compliance with all MIOSHA standards related to permitted work.

A License Agreement and Maintenance Contract (11-5472) are on file at the MDOT Oakland TSC for the pedestrian bridge.

All guardrail shall be per MDOT Standards.

All proposed plan changes in the MDOT ROW are subject to MDOT review and approval. All costs associated are that of the permit applicant.

Upon request, MDOT shall be provided copies of all documentation related to this permit, including but not limited to inspection reports, test reports, etc. MDOT shall receive these reports, etc. free of charge.

MDOT shall be provided with 2 full sets of as-built plans along with 2 CD copies of as-built plans.

The Contractor or Permit Applicant shall notify MDOT immediately should any hazardous material be found in the MDOT ROW. All hazardous material shall be removed and disposed of per MDOT Standards. All costs associated are that of the Permit Applicant.

Exhibit C

Supplemental Conditions
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DBA Oakland Pedestrian Bridge

Page 4 of 5

The shop drawings for the pedestrian bridge shall be submitted to MDOT for review and approval prior to start of work. The shop drawings are to be sent to:

MDOT
C&T – Peter Jansson
8885 Ricks Road
PO Box 30049
Lansing, MI 48909
517-322-5709

A minimum of two weeks review time is required on shop drawings.

MDOT Environmental Section has reviewed and approved this permit.

The pedestrian bridge (structure) plans have been stamped and sealed by a Licensed Structural Engineer in the State of Michigan.

Any damaged sidewalk shall be replaced in accordance to MDOT Standard Details R-29-H and R-28-G for sidewalk ramps and be ADA compliant. Taper the curb to zero height at the sidewalk or ramp the sidewalk to meet the driveway grades per MDOT Standard R-29-H.

Any damage to mainline US-24BR/I-75BL/M-1 (Woodward Avenue) shall be repaired per MDOT Standards.

The buried electrical lines in the median shall be protected during construction.

No flashing red or amber lights allowed in MDOT ROW.

No digging or excavation allowed within 10 feet of any traffic signal/utility pole. No boring within 3 feet of any traffic signal/utility pole.

MDOT recommends the use of epoxy coated re-bar.

The name plate (P01 of 63151) shall be attached to the pedestrian bridge on the center pier in accordance with MDOT Standard Plan B-103-E.

The structural steel contractor shall be an AISC certified fabricator and the concrete contractor shall be MDOT prequalified.

The MDOT Inspector on this permit is Mike Schoen. Mike is to be kept apprised on all issues and construction schedules. Mike can be reached at 248-451-2411 (office) or 248-431-0522 (cell).

Exhibit C

Supplemental Conditions
MDOT Permit No. 63151-5472-11

~~██████████~~ A ~~██████████~~ Oakland Pedestrian Bridge
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The Permit Applicant and Contractor shall be responsible for complying with all MIOSHA Standards.

No permanent benchmarks are to be set in the MDOT ROW.

DIR
Control Section 63151
Contract No. 11-5472

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and _____ MICHIGAN, a non profit corporation doing business as _____, hereinafter referred to as the "CORPORATION"; for the purpose of fixing the rights and obligations of the parties in agreeing to the construction by the CORPORATION of a pedestrian structure crossing over Highway US-24BR/I-75BL (Woodward Avenue); located within the corporate limits of the City of Pontiac, Michigan.

WITNESSETH:

WHEREAS, the CORPORATION is planning construction of a pedestrian structure over Highway US-24BR/I-75BL (Woodward Avenue); and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the CORPORATION construct said structure over Highway US-24BR/I-75BL (Woodward Avenue), said construction being hereinafter referred to as the "PROJECT" and being further described as follows:

Construction of Structure P01 of _____ which will carry a new pedestrian bridge over Highway US-24BR/I-75BL (Woodward Avenue) adjacent to and within the _____ and Campus, owned by the CORPORATION; together with necessary related work; located within the corporate limits of the City of Pontiac, Michigan.

WHEREAS, the CORPORATION will be responsible for the entire cost of the PROJECT;
and

WHEREAS, the DEPARTMENT shall issue a permit for the PROJECT work providing that the CORPORATION adheres to those conditions as described under Section 2 I below;

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance, construction and maintenance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto approve of and shall undertake and complete the construction of the PROJECT in accordance with the terms of this CONTRACT. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT including preliminary and construction engineering and any other costs necessary for completion of the PROJECT.

2. The CORPORATION shall cause to be performed all the PROJECT work. It is understood that portions or all of the PROJECT work will be placed under contract by the CORPORATION. The performance of the PROJECT work will be subject to the following conditions:

- A. The CORPORATION will hire a contractor to perform the contracted portions of the PROJECT work.
- B. The CORPORATION will design, or cause to be designed, the PROJECT, and shall, with respect to the Department accept full responsibility for that design. Any review undertaken by the DEPARTMENT shall not relieve the CORPORATION of its obligation hereunder.
- C. The PROJECT work shall be performed in accordance with plans and specifications reviewed and approved by the DEPARTMENT. No changes will be made to the plans and specifications reviewed by the DEPARTMENT which affect the PROJECT without the same being reviewed by the DEPARTMENT.

The DEPARTMENT'S review does not relieve the CORPORATION of meeting any applicable requirements of law or of other public bodies or agencies with respect to the design, construction, or operation of the PROJECT.
- D. The CORPORATION will comply with all applicable State, Federal and local statutes, ordinances and regulations, and obtain all permits that are required for the performance of the PROJECT work.
- E. The CORPORATION shall provide all construction engineering and inspection necessary for the PROJECT; however, the DEPARTMENT may provide a competent inspector, together with necessary assistance, to assure CORPORATION compliance with DEPARTMENT requirements in completing the PROJECT. Said inspector of the DEPARTMENT, acting through the CORPORATION'S engineer, shall have the right to reject any or all portions of the work which are not executed pursuant to the plans and specifications.

- F. Prior to the performance of any PROJECT work the CORPORATION shall notify the Utilities-Permit Engineer, Michigan Department of Transportation at the following location when the work will commence so arrangements may be made, if necessary, to have an inspector present while the work is in progress.

Michigan Department of Transportation
Stacey Gough
Oakland TSC Utilities-Permits Engineer
800 Vanguard Drive
Pontiac, Michigan 48341
Phone: (248) 451-2453

- G. The CORPORATION shall carry or require their contractor to provide standard Owner's Protective Public Liability and Owner's Protective Property Damage Liability Insurance with respect to the operations of its contractors or their subcontractors during the performance of the PROJECT work, naming the Michigan State Transportation Commission, the State of Michigan and the DEPARTMENT as insureds. The policy shall state that the DEPARTMENT must be given thirty (30) days written notice before said insurance is altered or canceled.

- (1) Standard Owner's Protective Public Liability Insurance providing for limits of liability of not less than One Million Dollars (\$1,000,000) for each occurrence with an aggregate of One Million Dollars (\$1,000,000) for the terms of the policy with respect to bodily injury or death.
- (2) Standard Owner's Protective Property Damage Liability Insurance providing for limits of liability of not less than One Million Dollars (\$1,000,000) for each occurrence with an aggregate of Two Million Dollars (\$2,000,000) for the terms of the policy with respect to property damage and physical damage to property.
- (3) Evidence of the above insurances is to be sent to the DEPARTMENT at the following address, prior to performance of the PROJECT work:

Michigan Department of Transportation
Stacey Gough
Oakland TSC Utilities-Permits Engineer
800 Vanguard Drive
Pontiac, Michigan 48341
Phone: (248) 451-2453

This insurance certificate shall be filed electronically through the DEPARTMENT'S e-bond insurance system.

- H. The CORPORATION has provided a Performance Bond to the DEPARTMENT for work on state trunkline right-of-way in accordance with existing law. Such bond shall be released upon the CORPORATION'S completion of the PROJECT and the DEPARTMENT'S final inspection of the-PROJECT. The CORPORATION shall be responsible for repair and/or replacement of any highway facilities and right of way damaged by construction.

- I. Prior to starting, the CORPORATION shall secure a permit from the DEPARTMENT for any work, including initial construction, ongoing operation, maintenance and inspections to be performed on the Highway US-24BL/I-75BL (Woodward Avenue) right-of-way and shall conform with all DEPARTMENT permit requirements, including the following conditions:

A structure number of P01 of 63151 has been assigned by the DEPARTMENT and the structure placed on the DEPARTMENT'S regular inspection bridge program. The CORPORATION shall attach to the structure a DEPARTMENT standard aluminum structure number plate, per DEPARTMENT standards. The CORPORATION shall contact the DEPARTMENT for details. Follow-up responsibilities to correct deficiencies detected by inspections and cost responsibility for inspections are addressed herein.

The CORPORATION shall develop an Emergency Contingency Plan for review and approval by the DEPARTMENT which outlines responsibilities. The DEPARTMENT as first responder may have to take some immediate measures in the event of emergencies to rectify any immediate public safety concerns. All such costs incurred by the DEPARTMENT shall be billable to the CORPORATION. Follow-up procedures and all associated costs to make permanent repairs shall be the responsibility of the CORPORATION or other parties as appropriate, not including the DEPARTMENT, and shall be done by the CORPORATION making application and securing the appropriate DEPARTMENT permit to work within the Highway US-24BL/I-75BL (Woodward Avenue) Right of Way. The DEPARTMENT shall have access to the Structure at all times.

The DEPARTMENT shall maintain all design files and as-built drawings for reference in event of emergencies. As a minimum the CORPORATION shall provide:

Two (2) sets of contract drawings and specifications including all bulletins designed according to AASHTO standards and sealed by a Michigan Professional Engineer. One (1) full size and one (1) one half-size;

Electronic Copy of As-Built drawings; and

Two (2) sets of design calculations of all structural components (concrete and steel), designed according to AASHTO standards and sealed by a Michigan Professional Engineer.

The CORPORATION shall be obligated to incur any highway design, construction, inspection and maintenance costs necessary for the initial construction of the pedestrian overpass and in the future to inspect, repair, make adjustments to, relocate, modify the structure and/or protect the center support column to allow for highway improvements.

The bridge structural members and connections shall be made accessible for inspections. Removable inspection panels or other means of the size, type and frequency that are acceptable to the DEPARTMENT shall be provided. The inspection arrangements between the DEPARTMENT and the CORPORATION shall be as follows:

The CORPORATION shall be required to provide the DEPARTMENT qualified inspection and maintenance personnel to conduct regular bridge inspections and maintenance. The frequency of inspections and required reporting of maintenance/inspection activities shall be coordinated with the DEPARTMENT'S Metro Region Bridge Engineer, Kay Adefeso at (248) 483-5100.

The DEPARTMENT reserves the right to make inspections on its regular bridge inventory frequency with all such costs incurred including preparing and filing inspection reports billable to the CORPORATION.

The CORPORATION shall be responsible for all design and construction costs for work required due to bridge inspections and maintenance.

Documentation shall be provided showing that the structural system and other aspects of the bridge meet American Association of State

Highway and Transportation Officials (AASHTO) standards. Structural drawings and calculations sealed by a Michigan Registered Professional Engineer, certifying that all structural components have been designed to AASHTO standards shall be provided to the DEPARTMENT.

Regarding the center support column, the CORPORATION shall be responsible for all costs associated with constructing and maintaining the guardrail system built under the initial project and for any future modifications and ongoing maintenance necessary to satisfy applicable Federal and/or State of Michigan mandated highway safety requirements.

The DEPARTMENT reserves the right during the time any or all of the work is being performed to assign an inspector to protect the trunkline interest, and to charge the CORPORATION all such costs incurred. The estimated cost of these inspection services during construction is \$300/day with respect to any inspections that are required as a result of unforeseen circumstances.

The CORPORATION shall be given the opportunity to escort persons conducting inspections or performing work on behalf of the DEPARTMENT, except in the event of an emergency requiring immediate inspection under circumstances where a CORPORATION escort is not immediately available.

- J. The CORPORATION shall obtain an annual permit in January of each calendar year for routine exterior maintenance of the pedestrian bridge. The CORPORATION shall submit an advance notice and receive approval a minimum of five days prior to performing any work under the annual permit. Any lane closures for annual permit work shall be done during non-peak hours and at the discretion of the DEPARTMENT. The annual permit and advance notice shall be electronically submitted through the Department Construction Permit System (CPS). Any work to be done outside of routine maintenance shall require an individual permit.

3. The PROJECT COST shall be paid 100 percent by the CORPORATION.

4. The CORPORATION shall pay a real estate fee for use of state controlled property according to the terms as set forth in a separate license agreement for private use of operational right-of-way entered into by the DEPARTMENT and the CORPORATION on or around the date of this CONTRACT with respect to the PROJECT (the "LICENSE AGREEMENT"). The LICENSE AGREEMENT shall be processed separate from this CONTRACT. The LICENSE AGREEMENT shall be considered for renewal by the DEPARTMENT and the CORPORATION from time to time

as needed in order to cause the LICENSE AGREEMENT to remain in effect, by extension of its initial or any subsequent term. The CONTRACT shall remain in effect for the initial or any subsequent term of the LICENSE AGREEMENT. The CORPORATION shall pay to the DEPARTMENT, for each such extension of the term of the LICENSE AGREEMENT, the market rental rate or such other charge as may then be customarily charged by the DEPARTMENT for such extension of a LICENSE AGREEMENT. The "facility" as defined in the LICENSE AGREEMENT constitutes the PROJECT under this CONTRACT.

The CORPORATION agrees not to rent, sublease or allow use by any other persons.

5. Upon completion of construction, the CORPORATION shall operate, inspect and maintain the PROJECT at no cost to the DEPARTMENT. Any future improvements to the structure will be at no cost to the Department. As built plans will be provided to the Oakland TSC Utilities-Permits Engineer.

It is understood if the CORPORATION closes, sells, or transfers its property to another party, the CORPORATION shall not assign the LICENSE AGREEMENT or this CONTRACT, without prior written approval by the DEPARTMENT.

The CORPORATION agrees that the pedestrian structure will be maintained so as to assure that any highway facilities, structures and the area within the highway right-of-way boundaries will be kept in good condition, both as to safety and appearance, and that maintenance of the facilities of the CORPORATION will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the highway facility and right-of-way. In the event that the CORPORATION fails in its maintenance obligations, the DEPARTMENT at its discretion, at the CORPORATION'S sole cost, may enter said right-of-way and perform such work as may be necessary to assure compliance with the above or terminate this CONTRACT.

The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the highway facility when necessary. Additionally, the DEPARTMENT reserves the right to access the pedestrian structure as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve the CORPORATION of its duties and obligations under the terms of this CONTRACT.

6. The parties hereto agree to comply with all applicable requirements of 1972 P.A. 347, MCLA 282.101 et seq., for all PROJECT work performed under this CONTRACT, and the CORPORATION shall require its contractors and subcontractors to comply with the same.

7. The CORPORATION will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the CORPORATION will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the highway.

No signs, displays or devices may be erected on the right-of-way for the PROJECT unless specified herein or approved by the DEPARTMENT.

8. It is expressly understood and agreed that in case of non-performance of any of the covenants in the LICENSE AGREEMENT or herein made by the CORPORATION and after said CORPORATION has been furnished written notice of same by the DEPARTMENT, directed by certified mail, return receipt, to each of (a) the Chief Financial Officer, and (b) General Counsel, both having an address of, [REDACTED] Michigan (DBA [REDACTED]), [REDACTED] Woodward Avenue, Pontiac MI 48341, and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, which time period shall in no event be less than ninety (90) days, this CONTRACT and the LICENSE AGREEMENT shall be terminated and said CORPORATION shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this CONTRACT and the LICENSE AGREEMENT.

9. It is expressly understood that use of the Highway US-24BR/I-75BL (Woodward Avenue) right-of-way is subject to the paramount right of the DEPARTMENT and that upon a good faith determination by the DEPARTMENT that the construction, operation, and/or maintenance of any present or proposed highway, or highway use, cannot be accomplished due to the existence of the Project, then the CORPORATION and the DEPARTMENT agree to pursue such modification of this CONTRACT and/or the LICENSE AGREEMENT as is necessary for the DEPARTMENT to accomplish such construction, operation, and/or maintenance of any present or proposed highway or highway use, and any modification to the PROJECT required as a result of such modification to this CONTRACT and the LICENSE AGREEMENT shall be performed at the CORPORATION'S cost.

10. Upon expiration or termination of this CONTRACT, the CORPORATION will peacefully yield up said Highway US-24BR/I-75BL (Woodward Avenue) right-of-way in as good order and condition as when delivered to the CORPORATION at no cost to the DEPARTMENT. In the event this CONTRACT is terminated or expires and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the CORPORATION in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

11. Any removal or modification of the facilities of the CORPORATION, when required hereunder, shall be performed by the CORPORATION at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the CORPORATION.

If the DEPARTMENT determines any removal work is required to be performed by the DEPARTMENT, the CORPORATION, its successors, or assignees shall allow the DEPARTMENT unrestricted access to those portions of the property required for said removal.

12. The CORPORATION may require the modification of the CORPORATION'S facilities and agrees to coordinate with telegraph, telephone, power, and other public utility companies and cable television companies and municipalities with respect to any work within the

Highway US-24BR/I-75BL (Woodward Avenue) right-of-way approved by the DEPARTMENT at no cost to the DEPARTMENT or interference with the trunkline right-of-way and highway facility.

In the event that applicable laws require the CORPORATION to accommodate requests made to the DEPARTMENT by utility companies, cable television companies, or municipalities for relocation, removal or modification of any portion of the PROJECT, the DEPARTMENT shall use reasonable efforts to provide alternative accommodations for such requests in order to avoid or minimize any such relocation, removal, or modification to any portion of the PROJECT.

13. It is understood that if the CORPORATION discontinues, abandons, or changes the usage of the Highway US-24BR/I-75BL (Woodward Avenue) right-of-way other than as a pedestrian structure as contemplated hereunder, then after written notice to the CORPORATION as provided for in paragraph 8 hereof, and a reasonable opportunity to cure, this CONTRACT shall be terminated and the DEPARTMENT shall have the right to immediately reenter and take possession of said right-of-way.

14. In addition to any protection afforded by a policy of insurance, the CORPORATION agrees to indemnify and save harmless the Federal Highway Administration, the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and all officers, agents, and employees thereof:

- A. From any and all claims by persons, firms, or corporations for labor, materials, supplies or services provided to the CORPORATION in connection with this CONTRACT which the CORPORATION shall perform under the terms of this CONTRACT; and
- B. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of this CONTRACT, and/or as a result of any occurrence allegedly involving the pedestrian structure over Highway US-24BR/I-75BL (Woodward Avenue) as described in this CONTRACT, including the design of the PROJECT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the CORPORATION or their subcontractors or any other person not a party to this CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CORPORATION shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this CONTRACT, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this CONTRACT it will be considered as a breach of this CONTRACT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

This CONTRACT shall commence upon the date entered into by the parties, and shall remain in full force and effect throughout the period during which the PROJECT is being constructed, maintained, repaired, renovated, operated, replaced or removed by the CORPORATION, unless earlier terminated in accordance with the terms of this CONTRACT or the LICENSE AGREEMENT.

15. This CONTRACT shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CORPORATION and for the DEPARTMENT; upon the adoption of a resolution approving said CONTRACT and authorizing the signatures thereto of the respective officials of the CORPORATION, a certified copy of which resolution shall be attached to this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed the day and year first above written.

██████████ MICHIGAN,
Doing business as
██████████ OAKLAND

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

Exhibit E

63151-5472-11

Special Provision for Discrepancies between License Agreement and Maintenance Contract (11-5472)

In the event of discrepancy between (1) the terms of the MDOT Contract 11-5472 ("maintenance contract"), entered into by MDOT and LICENSEE on or about the date of this License, and (2) the terms of this License, then, as such terms relate to (a) the rights of MDOT to terminate or temporarily suspend the License, Section 8 of the maintenance contract shall control, (b) the rights of MDOT to require relocation, removal, or modification of the FACILITIES, Sections 9 and 12 of the maintenance contract shall control, and (c) the rights of MDOT to require LICENSEE to vacate the FACILITIES, Section 8 of the maintenance contract shall control.



Appendix A
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63151-5472-11

[connectMDOT Home](#)

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[e-Performance Bonds Contact](#)

Form 2020 (Created: 01/07) - Certificate of Insurance for Permitted Activities - View

ALL INSURANCE INFORMATION MUST BE SUBMITTED ON FORM 2020. ANY OTHER FORM IS INVALID.

The subscribing insurance company certifies that insurance of the types and limits of liability listed below have been issued to the insured named below for the policy period indicated.

Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rate, except that the insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

1. The subscribing company agrees to give 30 days prior written notice to the Michigan Department of Transportation in the event of cancellation or reduction in coverage by the Insurance Company for reasons other than nonpayment of premium.
2. The subscribing company agrees to give 10 days prior written notice to the Michigan Department of Transportation in the event of cancellation by the Insurance Company for nonpayment of premium.
3. The subscribing company agrees to give immediate written notice to the Michigan Department of Transportation in the event the contractor cancels or reduces the coverage of any insurance certified below.

Certificate of Insurance Number: L21741

Name of Insured: ██████████ Telephone: ██████████

Address: ██████████ Woodward Avenue City: Pontiac State: MI Zip Code: 48341

Type of Insurance	Policy Amounts	Policy Number	Policy Dates (mm/dd/yyyy)	
			Effective	Expiration
GENERAL LIABILITY COMMERCIAL GENERAL OCCURRENCE CATEGORY & MINIMUM LIMITS GENERAL AGGREGATE - \$2,000,000.00 PRODUCTS - COMP/OP AGG. PERSONAL AND ADV. INJURY EACH OCCURRENCE - \$1,000,000.00 FIRE DAMAGE (Any one fire) MEDICAL EXP (Any one person)	2,000,000 1,000,000	V-INTPR-1001	06/01/2011	06/01/2012
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS CATEGORY & MINIMUM LIMITS COMBINED SINGLE LIMIT - \$1,000,000.00 BODILY INJURY (Per person) - \$500,000.00 BODILY INJURY (Per accident) - \$1,000,000.00 PROPERTY DAMAGE - \$1,000,000.00	1,000,000 1,000,000	83 UEN MS5775	06/01/2011	06/01/2012
EXCESS LIABILITY UMBRELLA FORM CATEGORY & MINIMUM LIMITS EACH OCCURRENCE - \$1,000,000.00 AGGREGATE - \$1,000,000.00	1,000,000 1,000,000	V-INTPR-1001	06/01/2011	06/01/2012

Additional Insured:

63151-5472-11

The State of Michigan, Michigan Transportation Commission, Department of Transportation, and governmental bodies p
 under a maintenance contract, and all officers, agents, and employees of all the above, for claims arising out of, under, or by reason of operations
 covered by the permit issued to the permittee. If applicable, and County Road Commission are also insured.

Name of Insurance Companies affording coverage	Agency Name: Integro Insurance Brokers
Company: ██████ Insurance Company LTD	Address: 190 S. LaSalle
Company: ██████ Insurance Company	City: Chicago - State: MI Zip Code: 60603
Company: Not applicable	e-mail ID: ████████████████████

Authorized Representative: Donna Regan Title: Principal Date: 12/06/2011 Telephone: 312-780-8815

Permit Application
Page 1 of 3
63151-5472-11

Application Reference Number: 5472

Applicant Info

Applicant Name: ██████████ MICHIGAN
Mailing Address: ██████████ WOODWARD AVE
City: PONTIAC State: MI Zip: 48341-5023
Primary Contact
Contact Name: Jim Saleh
Phone No: ██████████ Cell Phone No: ██████████
Email Address: salehj@trinity-health.org

Contractor Info

Contractor Name: ██████████
Mailing Address: ██████████ American Drive
City: Southfield State: MI Zip: 48034
Primary Contact
Contact Name: ██████████ in
Phone No: ██████████ Cell Phone No: ██████████
Email Address: sharon.crispin@bartonmalow.com

Site Info

State Route: BR24 City Of: Pontiac County: Oakland County
Town Range Section
T2N R10E 04
Nearest Intersection: South Blvd Side of Road: East West
Distance to the nearest Intersection: 0.25 Miles Direction from worksite to the nearest intersection on the state route: South

Work Info

Proposed Start Date: 10/13/2011 Proposed Completion Date: 07/10/2012

Purpose: Construct a pedestrian bridge to connect St. ██████████ Oakland ██████████ hospital located on the west side of Woodward Avenue with the ██████████ staff parking lot located on the east side of

Requisition #: Work Order #:
MDOT Job #: Organizations Job #:

Lane Closure Proposed: Yes
Work Located on Restricted Route: Yes
Work performed outside of time restrictions: No
Date Submitted: 06/06/2011

Bond Info

Permit Application
Page 2 of 3
63151-5472-11

Department Bond
Number:

Insurance Info

Certificate of
Insurance Number:

Attachments

Attachments Included,

Mitigation Methods

Traffic Control Devices

- Channelizing devices (drums, "grabber cones", tubular markers)
- Changeable message signs (both portable and static)
- Guide/Information signing
- Temporary Regulatory Signs
- Temporary Warning Signs

Coordination

- Local projects in area
- Off-site detours/use of alternate routes
- Weekday off-peak
- Weekend work
- Reduction in Lane Widths (to provide additional lanes)
- Complete Roadway/Bridge Closure

Transportation Operation Plans

Will pedestrian and non-motorized facilities, services and access be impacted? (Example: bike paths, sidewalks, etc.)

Yes

Temporary sidewalk closures on both sides of Woodward.

Will public transit facilities, services and access be impacted? (Example: bus stops, school buses, etc)

Yes

City bus stop on east side of woodward will be relocated further north to work with the new bridge location.

Will portable changeable message signs (PCMS) be utilized?

Yes

Notification of street closures.

Will overhead work cause an interruption in traffic?

Yes

Two full weekend shut downs will be required. The first shut down is for the placement of the pedestrian bridge steel structure. The second shut down two to three weeks after the first is for the complete installation of the bridge enclosure: roofing, unitized curtain wall panels and insulated metal panels on the underside of the bridge.

Has coordination occurred with local agencies to ensure that system mobility has been maintained?

Yes

Coordinated with city of Pontiac.

Are there construction activities on adjacent, parallel or detour routes that have been taken into account?

Yes

To be coordinated with city of Pontiac.

Type of Work

Utilities - In Bridge Structure

Initially designed to accommodate

Application Fee

Additional fees may be applied.

\$275.00

Permit Application

Page 3 of 3

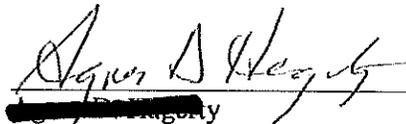
63151-5472-11

Certificate of the Assistant Secretary of Trinity Health - Michigan.

I, [REDACTED], am the duly appointed and acting Assistant Secretary of [REDACTED] h
- Michigan, a Michigan nonprofit corporation (the "Corporation") and in that capacity I am familiar
with the books, records and policies of the Corporation and hereby certify that:

1. Saint Joseph Mercy Oakland, is an assumed name of the Corporation.
2. [REDACTED] CEO and President of [REDACTED] Oakland, and [REDACTED], Chief
Financial Officer [REDACTED] Oakland, are, each of them, authorized under the
Corporation's policies to sign agreements affecting the assets of the Corporation associated
with [REDACTED] Oakland, subject to certain limitations set forth in the Corporation's
policies.
3. [REDACTED] and Mr. [REDACTED] are, each of them, authorized to execute the agreement between
the Michigan Department of Transportation and the Corporation related the rights and
obligations of the parties in agreeing to the construction of pedestrian structure crossing over
Highway US-24/I-75 BL (Woodward Avenue) and any other related documents.

WITNESS my signature, this 7th day of December 2011.


[REDACTED]
Assistant Secretary
[REDACTED] Michigan, a Michigan
nonprofit corporation

EXPLANATION OF VIOLATION
The Highway Advertising Act, P.A. 106 of 1972

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- 18(f) The rate of change between 2 static messages or images shall not exceed more than 1 change every 6 seconds.
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FORMAL HEARING PROCEDURE

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Highway Advertising Specialist
Real Estate Division
P O Box 30050
Lansing MI 48909

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COMPLEX LICENSE AGREEMENTS

May 22, 2013

Page 1 of 4

Information

Right-of-Way License Agreements shall be required prior to the issuance of any permit which results in construction or use by private parties or other entities, is non-highway in nature, is not statutorily permitted, and occupies state highway Right-of-Way beyond the duration of the permit.

Right-of-Way License Agreements may be entered into when MDOT has sufficient legal right and interest in the state highway Right-of-Way to permit the use of state highway Right-of-Way for non-highway purposes.

Note: If MDOT has an easement and the permit applicant is not the underlying fee owner, the permit applicant must obtain written permission from the underlying fee owner.

The Right-of-Way License Agreement shall only be issued when there is not a present, or projected requirement for the use of the subject area for the construction, safe operation, and maintenance of the highway facility and the permit applicant can demonstrate extenuating circumstances or lack of practical alternatives.

Permits shall not be issued without a Right-of-Way License Agreement in instances where a license is required. This is a requirement of federal law set forth in the *Code of Federal Regulations, 23 CFR 710.405 through 710.407*. This procedure does not apply to railroads or other public utilities.

Selecting Standard or
Complex Procedure

Standard Right-of-Way License Agreements are for small commonly requested activities such as those listed on Standard License Agreement Determination Chart in the Standard License Agreements, (Desk Operation 1511.11dm). The process for allowing and permitting these types of requests is not as involved as those for Complex Right-of-Way License Agreements. Standard License Agreements, (Procedure 1511.11) shall not be used for requests in Limited Access Right-of-Way.

Complex Licenses Agreements, (Procedure 1511.21) shall be followed for all activities that do not qualify for Procedure 1511.11. Procedure 1511.21 contains additional tasks, requires additional reviews and approvals, and may involve FHWA approval.

Procedure

TSC Construction Permit
Staff

1. Receive inquiry for use of State highway Right-of-Way.

COMPLEX LICENSE AGREEMENTS

2. Provide permit applicant with the Information for License Agreements, (Form 3726).
3. Receive standard permit application package in CPS with the following:
 - Justification letter detailing what, where and why, as well as, benefit to MDOT or extenuating circumstances
 - Proof of Ownership, for Easement Right-of-Way
 - Deed or land contract proving ownership of adjacent property
 - Additional Real Estate fee
4. Review permit application package and determine the following:
 - Justification is comprehensive enough to show necessity and lack of alternatives
 - Standard or complex. If complex, see Complex License Agreements, (Procedure 1511.21)

Note: If the request is within Limited Access Right-of-Way, it is always considered complex.
5. Request Central Office Construction Permit Staff complete an informal Federal Highway Administration (FHWA) inquiry, if in Limited Access Right-of-Way.
6. Assign review of the permit application package to the TSC Manager and TSC Staff Engineers in CPS.
7. Receive notification of permit application review assigned from CPS.
8. Review the permit application package for engineering, technical, and/or administrative requirements in CPS.
9. Approve permit application with conditions or deny permit application with justification in CPS.
10. Identify permit application has been reviewed by all reviewers in CPS.

TSC Manager/TSC Staff
Engineers

TSC Construction
Permit Staff

COMPLEX LICENSE AGREEMENTS

11. Review permit application package for reviewer approval or denial.
12. Notify permit applicant of preliminary approval or denial and additional requirements, if any.
13. Receive any additional requirements from permit applicant and process, if applicable.
14. Request the Central Office License Specialist evaluate the property and complete the Rental Rate Determination, (Form 3722).
15. Receive Form 3722 from the Central Office License Specialist.
16. Complete the Environmental Checks. See Environmental Reviews Related to Specific Permit Activities, (Procedure 1509.01) and notify the Environmental Section.
17. Upload Form 3722 to CPS.
18. Assign review of the permit application package including Form 3722 to Central Office Construction Permit Staff for completion of Limited Access Right-Of-Way Requirements, (Procedure 1502.21), if in Limited Access Right-of-Way.
19. Identify permit application has been reviewed by Central Office Construction Permit Staff in CPS, if in Limited Access Right-of-Way.
20. Review permit application package for Central Office Construction Permit Staff and FHWA approval or denial in CPS, if in Limited Access Right-of-Way.

Note: If the permit application package is denied, the application shall be denied in CPS.

21. Complete License Agreement, (Form 2490), Exhibit A and Exhibit B.
22. Provide permit applicant Form 2490 and notify permit applicant to submit the following required items:

- Certificate of Insurance

TSC Construction Permit
Staff

COMPLEX LICENSE AGREEMENTS

- Surety
- Original Form 2490 executed by the applicant and notarized
- Proof of signatory authority if other than an individual owner
- License rental fees (according to Form 3722)
- Annual permit application, if maintenance agreement is required

TSC Manager

23. Receive the required items from the permit applicant.
24. Transmit original partially executed Form 2490 to the TSC Manager.
25. Receive original partially executed Form 2490 from TSC Construction Permit Staff.
26. Sign Form 2490 in the presence of a notary if approval of the individual permit application is expected.

TSC Construction Permit
Staff

27. Transmit the original executed Form 2490 to the TSC Construction Permit Staff.
28. Receive the original executed Form 2490 from the TSC Manager.
29. Upload executed Form 2490 to CPS.
30. Process permit according to the Individual Permit Process, (Procedure 1502.01).

Note: Ensure executed Form 2490 is an attachment in the permit package.

31. Transmit original Form 2490 and permit package to Central Office License Specialist.
32. Receive copy of recorded form 2490 from the Central Office License Specialist.
33. Upload the recorded Form 2490 to CPS.

Note: Both the signed and recorded versions of Form 2490 shall be retained in CPS.

COMPLEX LICENSE AGREEMENTS

May 22, 2013

Page 1 of 5

Description

License agreements follow normal permit procedures in addition to this procedure's specified steps.

Although not all inclusive, the following list of uses of State highway Right-of-Way by private parties require a license agreement:

- Overhanging canopies, marquees, balconies, signs, roofs
- Permanent structures with foundations (For example: elevators, buildings, pump houses, signs, building ramps, steps, building fronts, non-motorized paved path)
- Irrigation line
- Field drain
- Street lights and new private poles
- Parking lots, storage areas
- Private bridges and tunnels
- Adopt-a-Landscape that includes hardscape items

Note: For specific activities and dimensions allowed under the Standard License Agreement procedure see the Standard License Agreement Determination Chart below.

Sprinkler systems do not require a license. They are not charged a rental fee and are only allowed in Free Access Right-of-Way.

Local Public Agency Projects shall not follow this procedure.

TSC Construction Permit Staff shall confirm property ownership by deed or other instrument evidencing possession. A license rental fee shall not be charged if the adjacent property owner is the underlying fee owner of Easement Right-of-Way.

Municipalities conducting operations within their jurisdictional boundaries shall not be charged license agreement administrative fees but may be charged a license rental fee.

If MDOT has an easement and the permit applicant (adjacent property owner) is not the underlying fee owner, the permit applicant must obtain written permission from the underlying fee owner. This may occur when, subsequent to acquisition of the Right-of-Way easement, the property is sold and/or resold and the legal description excludes the Right-of-Way.

The TSC Construction Permit Staff is encouraged to contact the Central Office License Specialist for assistance in determining the

COMPLEX LICENSE AGREEMENTS

Determining if Standard or
Complex License
Agreement

State highway Right-of-Way status and/or completing and executing the License Agreement, if necessary.

The following chart indicates various construction activities and the maximum land dimensions for a Standard License Agreement. Proposals for activities that meet the following chart, see Standard License Agreements, (Procedure 1511.11).

STANDARD LICENSE AGREEMENT DETERMINATION CHART	
Proposed Construction Activity	Maximum Right-of-Way Dimensions
Irrigation line, private utilities (excluding potable water well, septic tank and drain field)	500 linear feet
Street light installed on a new private pole	10 square feet
Field drain	300 square feet
Foundation for balcony (balcony is outside of the Right-of-Way), canopy, marquee, or on-premise sign	
Overhang object with <u>no</u> ground/height disturbance	
Ramp, steps building front, or roof attached to building	

Technical Reviews

Technical reviews vary depending on the complexity and location of the project and who is performing them. Technical reviews examine but are not limited to, the impact on the following:

- Future transportation needs
- Neighborhood context sensitivity
- Adjacent property use
- Watershed/drainage requirements
- Traveling public expectations
- Aesthetics
- Safety
- Annual Average Daily Traffic (AADT)
- Environment
- Validity of applicant's justification
- Federal requirements
- Access management

COMPLEX LICENSE AGREEMENTS

A flat rate real estate fee of \$100.00 shall be charged.

Note: If the permit applicant objects to, or disagrees with, the determination made in the Rental Rate Determination, (Form 3722) they may request MDOT obtain an appraisal, at the permit applicant's expense, to provide the basis for the rental rate. Contact the Central Office License Specialist if an appraisal is needed or if questions arise.

Additional Requirements

Additional requirements may include, but are not limited to, the following:

- Utility leads
- Drainage plans
- Signage
- Driveway changes
- Height requirements
- Clear vision requirements
- Contingency Plans
- Design changes
- Foundation drawings
- Documentation regarding extenuating circumstances or lack of practical alternatives
- Maintenance Contract

Note: A maintenance contract is required when the facility would require ongoing maintenance. The Development Services Division, Agreements Unit shall be contacted when a maintenance contract is required.

FHWA Inquiries, if in
Limited Access Right-of-Way

All correspondence to the Federal Highway Administration (FHWA) shall be coordinated through the Central Office Construction Permit Staff. The Region/TSC Staff shall not contact the FHWA Real Estate Officer directly.

After reviewing the request with the Utilities and Permits Section Manager and others as appropriate, and the request appears reasonable, the Central Office Construction Permit Staff shall contact the FHWA Real Estate Officer by e-mail with courtesy copy to TSC Construction Permit Staff. MDOT shall not proceed before obtaining FHWA Real Estate Officer preliminary approval.

Completing Exhibits A & B

The TSC Construction Permit Staff shall complete Exhibit A and Exhibit B in addition to the License Agreement, (Form 2490).

COMPLEX LICENSE AGREEMENTS

Exhibit A shall include the following:

- Vicinity map or aerial photograph
- Dimensioned sketch or plan of the MDOT property being licensed (Premises) including the MDOT Right-of-Way map sheet page number

Note: The sketch should include the parcel number, if available.

- Narrative description of the MDOT property to be used (Premises)
- Narrative description of what is being constructed (Facility)

For an example on Exhibit A see Example of Form 2490 Exhibit A, (Exhibit 1511.11a).

Exhibit B shall include the legal description of the adjacent property as provided by the permit applicant. The legal description is typically taken from the deed or land contract.

Airspace

Airspace is anything above the ground. Airspace License Agreements shall include the word "airspace" and identify the vertical dimensions in Exhibit A.

Sub-Surface

Sub-surface is anything below the ground. Sub-surface License Agreements shall include the word "Sub-surface" and identify the vertical dimensions in Exhibit A.

Central Office Construction
Permit Staff Review

Ensure the following documents have been included:

- Written Justification Letter describing extenuating circumstances or lack of a practical alternative
- Form 3722
- Maintenance Contract, if applicable
- Proof of signatory authority if other than individual owner

Transmittal Package
Cover Letter

If in Limited Access Right-of-Way, the transmittal package cover letter is from the MDOT Development Services Division Administrator to the FHWA Real Estate Officer. It explains what MDOT is proposing and requests FHWA review and approve.

COMPLEX LICENSE AGREEMENTS

May 22, 2013

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FHWA Decision Letter

The Development Services Administrator's Secretary shall retain the original decision letter from FHWA.

Central Office Construction
Permit Staff Receipt of
Package with FHWA
Approval Letter

The Central Office Construction Permit Staff will retain a copy of the package with the FHWA approval letter.

Retaining the
Recorded Copies

The FHWA approval letter shall be scanned and transmitted to the TSC Construction Permit Staff electronically.

After recording, the recorded copy of the license and permit shall be retained by Central Office in a file shared by Real Estate and Permits, located in the Real Estate Section Secretary's Office.

MEMORIAL HIGHWAYS AND BRIDGE SIGNS

December 30, 2008

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Description

MDOT receives requests for the installation of signs to memorialize a cause, event or individual. The naming of any state highway must go through a legislative process which concludes with an order signed by the MDOT Director. See *Traffic and Safety's Signing Trunkline Guide*, Section 8.8, Memorial Highways and Bridges for more information.