

RIGHT-OF-WAY DISRUPTION PERMIT
TERMS AND CONDITIONS

1. **ACCIDENT LIABILITY AND INDEMNIFICATION:** The said Permittee shall be liable for all damages, both to property and to persons, resulting from accidents which may occur as a result of the proposed operations in pursuance hereof. The Permittee shall save harmless and indemnify the Charter Township of West Bloomfield from any claim for damages of any nature whatsoever which may arise out of his operation under this permit and upon request, furnish proof of insurance coverage for the term of this permit.
2. **WORK WITHIN CORPORATE LIMITS OF CITIES, VILLAGES, OR TOWNSHIPS:** Permittee shall be responsible for securing and shall secure, any other permits necessary or required by law from cities, villages, townships, corporations, individuals, or other governmental agencies.
3. **BONDS:** The Permittee shall upon request, file a bond acceptable to the Charter Township of West Bloomfield and conditioned upon performance of the conditions of the permit and compliance with all requirements of law.
4. **VIOLATION:** The violation of any condition of this permit by the said Permittee shall constitute a forfeiture of rights hereunder.
5. **REVOCATION OF PERMIT:** It is to be understood that the rights granted herein are revocable and that the Permittee expressly waives any right to claim damages or compensation in case this permit is revoked.

STANDARD SPECIFICATIONS

1. All construction shall conform to the current standards and specifications of the Charter Township of West Bloomfield. Additional permits may be required from other departments within the Charter Township of West Bloomfield. Also, additional permits may be required from the Township of Waterford, Commerce, or Bloomfield, City of Farmington Hills, Oakland County Road Commission, Oakland County Drain Commission, and/or the Michigan Department of State Highways and Transportation as required with the requirements of the governing agency of the affected road and road right-of-way.
2. **SURFACING:** When the road is paved, driveways shall be paved between the edge of pavement and the existing or proposed sidewalk. If there is no existing or proposed sidewalk, the surfacing shall extend at least ten (10) feet from the edge of pavement or to the right-of-way line, whichever distance is greater. When the road is unpaved, paving of the driveway is not required. Driveway pavement shall be a minimum of three (3) inches of bituminous surfacing on a four (4) inch gravel base, or six (6) inches of P.C. concrete. Any other driveway material must be approved by the Engineering Department.
3. **GRADE:** If the road is uncurbed, the grade of the driveway between the road edge of pavement and the edge of the shoulder shall conform to the slope of the shoulder. If the road is curbed, the grade shall not exceed 7% (7 feet per 100 feet) upward or downward from the road unless specifically waived by the Engineering Department.
4. **PERMIT APPLICATION:** This Permit and the lawfulness of the rights granted and activities allowed by it are based on the truth and accuracy of Permittee's disclosures in its Application, as amended or supplemented.
5. **PERMIT SCHEDULE:** The disruption activities allowed by this Permit shall not be commenced until all required building and other permits and approvals have been issued or obtained from the Township and other governmental entities and all applicable fees in connection with those Permits and approvals have been paid and shall be fully completed, including required restoration, by the Completion Date.
6. **PERMITTEE PERSONNEL AND EQUIPMENT:** Personnel, including contractors and subcontractors, of Permittee conducting disruption activities shall at all times wear or have a clearly visible identification as a representative of Permittee, and all vehicles and equipment used in the disruption activities of Permittee shall also be clearly identified with Permittee's name. At all times, Permittee shall have construction and engineering supervisory personnel for the work authorized by this Permit. Permittee shall provide immediate written notice to Township of any change in the names or telephone numbers of those personnel as identified above.
7. **PERMIT FEES:** This Permit and the lawfulness of any activities performed under it is conditioned on Permittee immediately paying all amounts of the Township's actual costs in connection with this Permit that exceed the Disruption Permit Fee and reimbursing the Township for its actual costs incurred in the enforcement of this Permit.
8. **PERMIT BOND:** This Permit and the lawfulness of any activities performed under it is conditioned on Permittee providing and maintaining, at its sole expense, and filing with the Township prior to commencing any disruption activities, a Performance Bond in the form of cash or irrevocable bank letter of credit guaranteeing Permittee's conformance and compliance with this Permit, in the required amount, with the language of any irrevocable letter of credit requiring prior approval by the Township.
If Township determines that Permittee has failed to comply with the requirements contained in this Permit, then there shall be recoverable immediately on any cash bond or letter of credit, any and all damages or costs suffered or incurred by Township as a result thereof, including, but not limited to, reasonable attorney fees and costs of any action or proceeding, including the full amount for compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default, up to the full principal amount of such bond throughout the term of this Agreement. Township shall be the only entity to make claims against the bond.
The rights reserved to Township with respect to the Performance Bond are in addition to all other rights of Township, whether reserved by ordinance or authorized by law and no action, proceeding or exercise of a right with respect to such Performance Bond shall affect any other rights or remedies Township may have.
9. **PERMITTED DISRUPTION ACTIVITIES AND LOCATIONS:** This Permit only allows the disruption activities at the locations that are disclosed, detailed and described in the plans and specifications that are identified in approved construction documents, which shall be considered a part of this Permit.
Permittee shall install and operate its Improvements pursuant to an Agreement between Permittee and Detroit Edison/Consumers Energy or other utility or telecommunications company and shall obtain written agreement from all necessary third parties for the use of existing utility poles and

conduits with Permittee to file copies of all such agreements with Township. Permittee shall install, maintain and operate the Improvements in a reasonably safe condition. If the existing poles in the Township right-of-way are or become over-burdened or unavailable for Permittee's use for any reason, including loss or forfeiture of rights, this Permit shall be considered as automatically revoked and Permittee shall, at its sole expense, remove its Improvements from the Township right-of-way, or, upon applying for and receiving a new Permit, place its improvements underground.

That no guy wires or other Improvements will be installed outside of the rights-of-way without first securing and providing the Township with copies of necessary easements.

10. **NONEXCLUSIVE PERMIT:** This Permit shall be nonexclusive and shall not restrict or prevent the Township from at any time approving additional permits to other persons for the same Township right-of-way, and the granting of this Permit does not establish any priority for the disruption or use of a Township right-of-way.
11. **COMPLIANCE WITH PERMIT, ORDINANCES AND LAWS:** Permittee shall strictly comply with all of the terms and conditions of this Permit, as well as all Township Ordinances, Codes and applicable statutes, laws and other legal requirements, including MCLA 460.701, et seq. ("Miss Dig").
12. **TRANSFER/ASSIGNMENT:** Permittee shall not transfer, convey and/or assign this Permit or any of the rights or privileges granted under it without prior written consent of the Township or as allowed by Township Ordinance. The terms and conditions of this Permit shall be binding upon all successors, assigns and qualified financial institutions of the Permittee.
13. **LEASE/SUBLEASE:** Permittee shall not lease or sublease the improvements that are allowed to be placed and used in the Township right-of-way by this Permit without the prior written consent of the Township, which will only be granted if the proposed lessee or sublessee has independently obtained all required Township permits or approvals for its use of Township right-of-way. Permittee may not allow the property of a third-party or other wires or facilities to be overlashed, affixed or attached to any portion of its Improvements, or allow other actions with a similar result without prior consent of the Township.
14. **AS-BUILT PLANS:** Permittee shall submit to the Township as-built plans for any improvements constructed and installed during the permitted disruption of the Township's right-of-way within sixty (60) days after completion of the same and shall provide the Township with a digital copy of the as-built plans in a form acceptable to the Township Engineer.
15. **G.I.S.:** If requested by the Township, Permittee shall within sixty (60) days provide the Township with a Geographical Information System layer in a media form acceptable to the Township which accurately portrays the Permittee's as-built improvements which were constructed and installed in the Township's right-of-way during the Permittee's disruption of the right-of-way.
16. **MARKING:** Permittee shall mark its aerial and any underground improvements in a manner approved by the Township Engineer.
17. **ADDITIONAL FUTURE USE:** This Permit does not confer rights to any additional uses of the Township's right-of-way, except for those uses specifically granted and described.
18. **TOWNSHIP FUTURE USE:** This Permit does not prohibit the Township from using the Township's right-of-way in a manner which may interfere with the Permittee's disruption activities, and the Permittee acknowledges and accepts this risk and shall not be entitled to receive any compensation from the Township in the event that the Township uses the Township right-of-way in the aforementioned manner. The expense of making any necessary modifications of its improvements in order to accommodate a conflict shall be borne by the Permittee.
19. **NO INTERFERENCE ON TOWNSHIP RIGHTS-OF-WAY:** Permittee shall not disrupt the Township's rights-of-way in such a manner that it would interfere with the Township and/or other Permittees' and/or grantees' use of said Township rights-of-way, and/or interfere with existing water mains, gas lines, sanitary sewer lines, drains and/or drain pipes, and other improvements that are existing in the Township's right-of-way. Any portion of the Permittee's improvements that interfere with the Township's, and/or other Permittees' and/or grantees' use of the Township's right-of-way or interfere with existing water mains, gas lines, drains and/or drainage pipes and/or other improvements, shall, at the request of the Township, be removed and/or modified by the Permittee at the Permittee's own cost, and the Permittee shall not be entitled to receive any compensation from the Township for removal and/or modification of the same. Such removal or modification shall be made within a reasonable time of request, as stated in a written notice from the Township. If the removal or modification is not made within such time, the Township may remove or modify the interfering improvement(s) to the extent required, bill the Permittee for the costs incurred in doing so and upon default in payment within thirty (30) days, use, draw upon or require payment of the Performance Bond in the required amount. In the event the Performance Bond does not cover all of the costs incurred by the Township, in addition to restoring the Required Bond Amount, the Permittee shall, within thirty (30) days, pay the outstanding balance of the costs to the Township, and shall be liable to the Township for the same until paid. With regard to interferences with the use of the right-of-way for pedestrian, vehicular or other related purposes, all activities of Permittee shall be undertaken in a manner to minimize interference, and all due precautions shall be taken to maximize public safety.
20. **PERMIT CONFORMANCE AND COSTS:** Permittee's disruption of the Township's right-of-way shall conform to and be in compliance in all respects with the disruption plans submitted to and stamped "APPROVED" by the Township, and all permits issued to the Permittee by the Township. All costs associated with the Permittee's disruption of the Township's rights-of-way shall be the sole responsibility of the Permittee and shall be borne entirely by the Permittee. All disruption activities performed by the Permittee and its contractors, including the construction and installation of any improvements, shall be done by the Permittee and its contractors in a good and workmanlike fashion in accordance with recognized construction and other applicable industry standards and be subject to the required inspections and final approval of the Township.
21. **CLAIMS AND ENCUMBRANCES:** Permittee's activities under this Permit shall not result in any claims being asserted against the Township or its officers, employees, agents or representatives or claims or encumbrances being placed on or asserted against Township right-of-way, with Permittee obligated to provide written notice to the Township of any such claims or encumbrances that Permittee has notice or knowledge of.
22. **RESTORATION OF PROPERTY:** The Permittee shall, by the Permit Schedule completion date, restore, at Permittee's sole cost and expense, any portion of the Township's right-of-way that is disrupted by the Permittee. The disrupted right-of-way shall be restored and returned to a condition that is as good as that which existed at the time the disruption occurred. If Permittee does not complete the restoration in the time or manner required, the Township may, upon written notice to the Permittee, and surety if applicable, complete the repair and restoration and use, draw upon or require payment of the Performance Bond posted by the Permittee with the Township toward the Township's cost of restoration and repair. In the event the Performance Bond does not cover all of the costs incurred by the Township, in addition to restoring the

