

DTE Electric DE-#####  
Site Access Agreement for  
Generator Interconnection to DTE Electric's Distribution System

WHEREAS, proposals to construct or upgrade a project which will be operated in parallel with and interconnected with The DTE Energy Electric Company's (hereinafter "DTE Electric") electric system (hereinafter "DTE Electric Distribution System") must be reviewed by DTE Electric to determine how it will impact the DTE Electric Distribution System and DTE Electric's customers.

WHEREAS, DTE Electric received from \_\_\_\_\_ ("Project Developer") submitted by agent \_\_\_\_\_ a ### kW / ### kVA generator interconnection application with an export capacity of ### kW and information concerning Project Developer's project ("Interconnection Request") for a Level # project for a system of type \_\_\_\_\_ for a generator of type \_\_\_\_\_ proposing to interconnect at \_\_\_\_\_ location with project number DE-##### assigned by DTE Electric on MM/DD/YYYY.

WHEREAS, DTE Electric needs access to the site located at: \_\_\_\_\_ (legal description) (the "Site") for planning, survey, engineering and other preliminary work to support this project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, DTE Electric and Project Developer agree to enter into this Agreement and agree as follows:

The access to the Site granted by Owner to DTE Electric, its employees, agents, assigns or contractors, is in consideration of the promises and assurances provided by DTE Electric regarding the performance of the work under the conditions set forth below.

Owner grants DTE Electric and its employees, agents, assigns or contractors access to all necessary locations at the Site for the purposes of:

- Site and other surveys
- Soil testing
- Environmental surveys
- Staking and measurement
- Photographic and other documentation
- Construction
- Equipment installation, removal, maintenance, and inspection
- Commissioning of the site

The work may be done with equipment, vehicles, drones, robots or other equipment as needed.

Once the Site is under construction, DTE Electric is granted 24-hour, unrestricted access to the site, with no notice required.

DTE Electric assures the Owner that prior to termination of this Agreement, all DTE Electric materials and equipment shall be removed from the Site with respect to the work performed by DTE Electric, and the Site will be restored, as nearly as reasonably possible, to the condition it was in at the time DTE Electric began its work at the Site.

DTE Electric and its employees, agents, assigns or contractors will comply with all city, county, state, and federal laws, statutes, regulations, and ordinances which may affect or pertain to the environmental activities conducted at the Site.

Other than the activities specified herein, no further DTE Electric access to or use of the property is permitted under this Agreement. However, DTE Electric may seek further access to the Site by agreement or consent of the parties, or as otherwise allowed by law and DTE Electric shall have access to its equipment as permitted by tariff, regulation and law as they are amended from time to time.

This Agreement shall be in force so long as DTE Electric equipment is installed on the Site, and/or

the Site is connected to DTE Electric's grid.

By signing this Agreement, DTE Electric hereby represents and warrants that any DTE Electric contractor doing work pursuant to this Agreement at the Site shall have adequate insurance. However, DTE Electric does not maintain commercial insurance for the work that DTE Electric itself conducts.

DTE Electric agrees to be responsible for proper disposal of any waste it generates pursuant to its own work hereunder.

DTE Electric will not be liable to any party for any act or omission of its employees, agents, assigns, or contractors with the exception of such liability that cannot be waived under the laws of the State of Michigan.

The parties signing below warrant that the signatories have the necessary authority to enter into this Agreement. Owner signing below warrants that it is the owner in fee simple of property at

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officials.

Landowner

Project Developer

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Typewritten or Printed Name)

\_\_\_\_\_  
(Typewritten or Printed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DTE Electric

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Typewritten or Printed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date