

HURON-CLINTON METROPOLITAN AUTHORITY  
3050 PENOBSCOT BUILDING, DETROIT, MICHIGAN 48226  
AREA CODE 313-961-3865  
13000 High Ridge Drive, Box 2001, Brighton, MI 48116  
(313) 227-2757 or 1-800-247-2757  
CONSTRUCTION PERMIT No. 293

November 3, 19 92

Pursuant to the terms and provisions of your Application dated October 6, 1992  
permission is hereby granted to:

OWNER: Detroit Edison, 30400 Telegraph Road, Bingham Farms, MI 48025

CONTRACTOR: \_\_\_\_\_  
hereinafter referred to as the Licensee, to construct, install, operate and/or repair the following-described facility, on,  
across and/or under the property of the Huron Clinton Metropolitan Authority: Overhead utility line facilities  
consisting of 2 poles, with guys, anchors, wires & accessories as shown on drawing  
at the following-described location: R9205869-02 dated 9/25/92 (Exhibit A).

Township of Milford, County of Oakland, State of Michigan  
NW 1/4 of SE 1/4 Section 16, Sidwell No. 16-16-401-001  
Kensington Metropark, west of Martindale Road

This Permit is based upon, and is granted in consideration of the statements and representations made by the Licensee in said Application (all of which statements and representations are incorporated in this Permit as though fully set forth herein), and also upon the following terms and conditions and those on the reverse side hereof:

1. PLANS AND SPECIFICATIONS. The work shall be accomplished in strict compliance with the plans and specifications which are attached hereto, made a part hereof and marked Exhibit A.
2. BOND AND INSURANCE. The Licensee shall furnish the Authority, before commencing the work, with the following documents:
  - (a) A performance bond in the penal sum of \$ ---, signed by a recognized surety company approved by the Authority, the obligation thereof being that the work covered by this Permit shall be performed in a manner satisfactory to the Authority and according to all the terms and conditions of the Application and this Permit. This bond shall remain in full force and effect for a period of one (1) year after the completion of the work.
  - (b) A certificate of public liability and property damage insurance with limits of \$ --- and \$ ---.
  - (c) The Authority may, at its election, waive either one or both of the foregoing requirements, and in this event the applicable sub-paragraph shall be crossed out and shall be initialed by the Director of the Authority.
3. COMPLETION DATE. The work shall commence ASAP  
and shall be completed on or about \_\_\_\_\_
4. EFFECTIVE DATE: This Permit shall not be effective until the Authority has received at its office (13000 High Ridge Drive Brighton, MI 48116) the acceptance of the Licensee to the terms and conditions hereof as hereinabove set forth, duly signed by the Owner and the Contractor.

HURON-CLINTON METROPOLITAN AUTHORITY

By W.P. Sherman  
William P. Sherman, DIRECTOR

ACCEPTANCE

We have read and are familiar with the terms and provisions of the foregoing Construction Permit and we hereby agree jointly and severally to be bound by the terms and conditions thereof.

Detroit Edison

30400 Telegraph Road  
Bingham Farms, MI, 48025

X By [Signature]

X Date: 12-1-92

CONTRACTOR

ADDRESS

Inspected and Approved:

By \_\_\_\_\_

(OVER)

RECORDED RIGHT OF WAY NO. 44312

5. **PRECAUTIONS.** The Licensee shall provide, erect and maintain all necessary barricades, lights, warning signs and other precautionary measures properly to safeguard the public while the work is in progress. The parkway shall at no time be closed to traffic without the prior written consent of the Authority.
  6. **ACCIDENT LIABILITY.** The Licensee shall be responsible for all damages caused to the parkway or other structures, and to the structures which may be owned by others, and shall be liable for all accidents to persons and for any damages to property caused as a result of this Permit.
  7. **PAVEMENT.** No portion of the paved portion of the parkway shall be disturbed, except as specified above, without written permission from the Authority; and upon completion of the work, such disturbed portions of the pavement shall be replaced in such a manner as shall be acceptable to the Authority.
  8. **BACKFILL.** (a) Excavations under pavements shall be replaced with dry concrete composed of three sacks of cement to one cubic yard of bank run gravel, tamped into place in six inch layers and extending not less than five feet beyond each side of the pavement. (b) Excavations under portions of the right-of-way which are future roadbeds for pavements shall be backfilled with bank run gravel at the direction of the Authority. (c) All other excavations shall be backfilled with selected materials and excess materials disposed of as directed by the Authority.
  9. **MAINTENANCE.** The Licensee shall be responsible, among other things, for the maintenance of settling trenches.
  10. **WORK IN COUNTIES, TOWNSHIPS AND MUNICIPALITIES.** This Permit covers only that portion of the property herein described to which the Huron-Clinton Metropolitan Authority holds title or exercises jurisdiction and does not release the Licensee from the responsibility of obtaining necessary permission from any other agency which may have rights or interests in the specified property and/or work.
  11. **RESPONSIBILITY OF OWNER.** It shall be the responsibility of the Owner of the facility for which this Permit is issued to maintain the said facility in accordance with the specifications of the Authority and to save harmless and indemnify the Authority, its officers, agents, and employees against any and all liability which may arise from the construction, installation, operation, repair and/or maintenance of the facility. If the owner of the completed facility is a city, village or township, the Authority may, at its election, request a resolution in a form satisfactory to the Authority by which the Owner assumes the responsibilities heretofore outlined in this section.
  12. **VIOLATION.** The violation of any one of the conditions of this Permit shall constitute a forfeiture of all rights hereunder at the election of the Authority.
  13. **LIABILITY.** The duties, responsibilities and liabilities hereunder shall be borne by the Owner and the Contractor jointly and severally.
  14. **EXPENSE.** The entire expense of constructing, installing, operating, and/or repairing and subsequently maintaining the facility for which this Permit is issued shall be borne by the Licensee, and no part of such expense shall be borne by the Authority.
  15. **FUTURE USE.** In case of future necessity or requirement, the Owner shall move or protect the facility covered by this Permit at his own expense if requested to do so by the Authority within sixty (60) days of the receipt by the Owner of such request. If the Owner fails to do so, the Authority may at its election accomplish such work at the sole expense of the Owner.
  16. **FAILURE OR ABANDONMENT OF A FACILITY.** In case the facility fails or is abandoned, the Owner shall remove it at his own expense if requested to do so by the Authority.
  17. **INDEMNIFICATION:** The Grantee agrees to indemnify and hold harmless the Huron-Clinton Metropolitan Authority, its officers, agents, and employees, from all claims, damages, losses, suits, or actions, including reasonable costs and attorney fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of any facilities by Grantee or its employees, agents, successors, or assigns upon the Authority's property described herein. The Grantee also agrees to indemnify and hold harmless the Huron-Clinton Metropolitan Authority, its agents, employees, officers and servants from all claims, damages, losses and expenses pertaining to the permitted facility arising out of Authority operations or activities, or the operations or activities of others. (See addendum below)
  18. The rights hereby granted include the right of access to and from the facilities and the right to trim, cut down or otherwise control brush and trees within or on property adjoining the facility which in the opinion of Owner interferes with the construction or operation of the line facilities. It is expressly understood and agreed that Owner shall, at no time, trim or cut down any trees unless the Owner's opinion, it is absolutely necessary to do so. Owner shall restore premises to its original condition or as near as can be in the event of damages caused by its employees, contractors, vehicles and equipment entering premises for the purposes set forth herein. No buildings or structures are to be placed within said construction area herein granted without consent of the Owner. This grant is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.
- ADDENDUM** - However, notwithstanding anything in this permit to the contrary, Detroit Edison will not indemnify the Huron-Clinton Metropolitan Authority for claims arising out of the sole negligence of the Huron-Clinton Metropolitan Authority.

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SIDWELL NO. 16-16-401-001  
HURON CLINTON METRO  
AUTHORITY

KENSINGTON  
METRO PARK

E. 1/2 SE 1/4 SEC. 16

IN. 50-4 (2)  
IN. 2-DOWN GUYS  
OUT 30' NORTH  
OUT 30' WEST

SIDWELL NO. 16-16-426-009  
LILLIAN E. SHORT  
797 MARTINDALE  
MILFORD MI 48381-2637

PRIMARY OVERHANG + TREE REMOVAL  
REQUIRED

TREE REMOVAL  
REQUIRED

TREE TRIM REQUIRED  
IN R.O.W.

SIDWELL NO. 16-16-426-044  
ALBERT DUFF  
805 MARTINDALE  
MILFORD MI 48381-2638  
PH 685-3663

EXISTING  
PRIMARY LEAD

(1) IN. 50-4  
IN. DOWN GUY CUT 30' SOUTH

MARTINDALE

EDGE  
OF ROW

RECORDED RIGHT OF WAY NO. 44311-44313

NOTES  
CROSS ARM CONSTRUCTION  
G.T.E. FUTURE JOINT USE MEMO NO. J-9205867  
CATV FUTURE JOINT USE MEMO NO. J-1205367

ATLAS NO. 9205869

LEGEND	
	FOREIGN POLE
	EXIST D.E. CO POLE
	PROPOSED POLE
	EXIST ANCHOR
	PROPOSED ANCHOR
	TREE
	120/240 VOLT LINE
	4800 VOLT LINE
	13 200 VOLT LINE
	40 000 VOLT LINE

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP MILFORD	COUNTY OAKLAND	QTR. & TWP SECT NO E. 1/2 SE. 1/4 SEC. 16	DEPT. ORDER NO.
MAP SECT 1-190-390	TOWN T.Z.N.	RANGE R.7E.	JOINT R/W REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
PROJECT NAME		TEL ENGR & DIST	PROJ. OR PART NO.
CIRCUIT D.C. 8828 PAGE			OFW S.O OR PE NO
REASON REROUTE 3 PHASE PRIMARY LEAD			BUDGET ITEM NO
PLANNER M. O'DONNELL		SCALE 1" = 100'	DATE 9-25-92