



HURON-CLINTON METROPOLITAN AUTHORITY
 13000 HIGH RIDGE DRIVE, BRIGHTON, MICHIGAN 48116
 (810) 227-2757 OR 1-800-47-PARKS

RFW # 20508
 R/W = 20508

CONSTRUCTION PERMIT No. 310

November 29 19 95

Pursuant to the terms and provisions of your Application dated November 28, 1995 permission is hereby granted to:
FACILITY OWNER (GRANTEE): Detroit Edison **GRANTEE'S CONTRACTOR:** _____
 hereinafter referred to as the Grantee, to construct, install, operate and/or repair the following-described facility, on, across and/or under the property of the Huron-Clinton Metropolitan Authority hereinafter referred to as the Authority: Underground Electric Utility Facility as shown on DECO Drawing RFW#20508-2 (Exhibit A) at the following-described location:

Township of Milford, Oakland County, W 1/2 Sec. 22 T.2N.R.7E Huron River Parkway, East of Milford Road within 5' of the south edge of the property line/existing road for a distance of approximately 375'.

This Permit is based upon, and is granted in consideration of the statements and representations made by the Grantee 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:

- 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.
- BOND AND INSURANCE:** The Licensee shall furnish the Authority, before commencing the work, with the following documents:
 - A performance bond in the 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.
 - A certificate of public liability and property damage insurance within limits of \$ _____ and \$ _____
 - The Authority may, at its election, waive either one or both of the foregoing requirements, and in this event the applicable subparagraph shall be crossed out and shall be initialed by the Director of the Authority.
- COMPLETION DATE:** The work shall commence December, 1995 and shall be completed on or about December, 1995
- EFFECTIVE DATE:** This Permit shall not be effective until the Authority has received at its office (13000 High Ridge Drive, Brighton, Michigan 48116) the acceptance of the Grantee to the terms and conditions hereof as hereinabove set forth, duly signed by the Grantee and its Contractor.

HURON-CLINTON METROPOLITAN AUTHORITY

By William P. Sherman
 DIRECTOR
 William P. Sherman

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.

John Hasson, Detroit Edison Co
 GRANTEE
New Hudson SC.
 ADDRESS
313 213 3904
 TELEPHONE

 GRANTEE'S CONTRACTOR

 ADDRESS

 TELEPHONE

By ROBERT KASSYZA (Area leader)

Inspected and Approved:

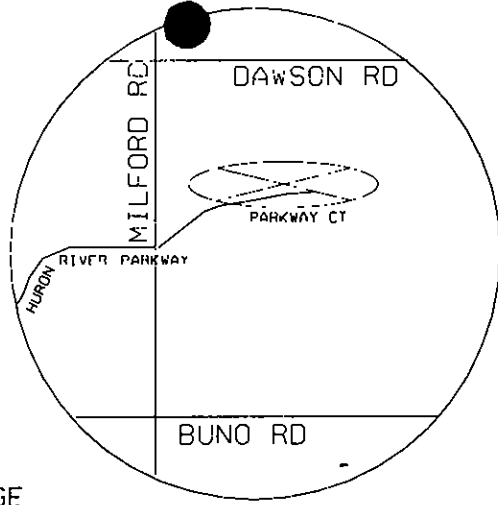
Date: 12-4-95

By _____

R/W Construction Permit Processed By: (OVER)
 TERRY BENJAMIN R/W FAC. N.A.S.C.

RECORDED RIGHT OF WAY NO. 481163

5. **PRECAUTIONS.** The Grantee shall provide, erect and maintain all barricades, lights, warning signs and other precautionary measures as necessary to properly to safeguard the public while the work is in progress. Authority facilities shall at no time be closed to traffic without the prior written consent of the Authority.
6. **PROTECTION.** The Grantee shall protect Authority property. In the event of property damage by the Grantee, the Grantee shall repair or replace the Authority property, or the property of others, in a manner acceptable to the Authority.
7. **PAVEMENT.** No pavements shall be disturbed, except as specified above, without written permission from the Authority, and upon completion of the work, such disturbed pavements 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 Grantee 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 for which the Authority holds title or exercises jurisdiction and does not release the Grantee from the responsibility of obtaining necessary permission from any other agency having jurisdiction.
11. **RESPONSIBILITY OF GRANTEE.** It shall be the responsibility of the Grantee to which this Permit is issued to maintain the said facility in accordance with the requirements of the Authority and to save harmless and indemnify the Authority. If the Grantee 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 Grantee 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 Grantee and his 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 Grantee, and no part of such expense shall be borne by the Authority.
15. **FUTURE USE.** In the event of future necessity or requirement, the Grantee 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 Grantee of such request. If the Grantee fails to do so, the Authority may at its election accomplish such work at the sole expense of the Grantee.
16. **FAILURE OR ABANDONMENT OF A FACILITY.** In the event that the facility fails or is abandoned, the Grantee 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 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 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. However, notwithstanding anything in the permit to the contrary, the Grantee will not indemnify the Authority for claims arising out of the sole negligence of the Authority.
18. **ACCESS FOR CONTROL OF VEGETATION.** 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 Grantee interferes with the construction or operation of the facilities. It is expressly understood and agreed that Grantee shall, at no time, trim or cut down any trees unless the Grantee's opinion, it is absolutely necessary to do so. Grantee shall restore premises to its original condition or as near as possible, in the event of damage caused by its employees, contractors, vehicles and equipment entering premises for the purposes set forth herein. No buildings or structures shall be placed within construction area herein granted without consent of the Grantee. This grant is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.



TO DAWSON RD

5' EASEMENT ALONG THE SOUTH EDGE OF THE ROAD, HURON RIVER PARKWAY, IN A NORTH-NORTHEASTERLY DIRECTION

375' +/-

HURON RIVER PARKWAY

SIDWELL *
16-22-102-014

HURON-CLINTON METROPOLITAN AUTHORITY
13000 HIGH RIDGE DRIVE
P.O. BOX 2001
BRIGHTON, MI. 48116-8001

CEMENT CULVERT WITH POURED PAV RUNN-OFF

PARKWAY COURT

PARCEL 4

INSTALL CABLE POLE AT PROP. LINES

1985

SIDWELL *
16-22-102-038

PARCEL 2
SIDWELL *
16-22-102-039

PARCEL 3
SIDWELL *
16-22-102-040

SIDWELL *
16-22-102-041

HURON RIVER PKWY

TO BUNO RD

North

EXHIBIT 'A'

RFW # 20508-2
PL 9502635

<p>LEGEND</p> <ul style="list-style-type: none"> ○ EXIST. UTIL. POLE ● PROPOSED POLE ○ FOR SIGN POLE ○ EXIST. STRUCTURE ○ PROPOSED STRUCTURE ○ TREE <p>20,000 V LINE 40,000 V LINE 1,000 V LN 40,000 V LN</p>	<p>THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT</p>		<p>TWP SEC CIR</p>	<p>DEPT. ORDER NO.</p>
	<p>MILFORD TWP. OAKLAND COUNTY</p> <p>MAP SECT. TOWN RANGE JOINT R/W PCTD</p> <p>190-386&1-190-386</p> <p>PARKWAY COURT</p> <p>TOWNSHIP SERVICE CENTER COMPT EQUI MAILING CITY</p> <p>MIL NHS</p> <p>8103 MILFORD</p> <p>R/W FOR 3 NLW PARCELS (R/L)</p> <p>BY APPROV</p> <p>B SHERMAN 313-213-3916</p>	<p>SCALE</p> <p>1"=100'</p>	<p>DATE</p> <p>11-21-95</p>	<p>JOB NO.</p> <p>R-20508</p> <p>CITY NUMBER</p> <p>PROJECT FILE NO.</p>

48163