



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

February 22, 1985

Southern Michigan Oil Company
Post Office Box 10
Olney, IL 62450

Gentlemen:

Pursuant to your request, The Detroit Edison Company, a Michigan corporation, being the fee holder of land in the Township of Novi, Oakland County, does hereby grant you a permit for the purpose of a seismic survey on a portion of said property as indicated in red on the attached drawing marked Exhibit "A", upon the following terms and conditions:

1. It is understood and agreed that this permit is personal unto you and is not to be construed as giving any general rights to the public. This permit is being granted voluntarily by Edison and gives no rights which may be considered adverse.
2. The right to use the above lands for the aforesaid purposes shall be subject to the paramount rights of The Detroit Edison Company to construct, operate and maintain lines for the transmission and distribution of electricity and Company communication facilities.
3. The Detroit Edison Company shall not be liable to you for any damage whatsoever in the event that your use of said premises is impaired or terminated, and this permit is granted on condition that your presence on said land shall be at your sole risk.
4. You shall covenant and agree that you shall indemnify and hold Edison, and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, or property or both, arising directly or indirectly out of or in connection with your or any of your contractors use of the premises under this permit, to which Edison or any of its officers, agents or employes may be subject or put by reason of any act, action, negligence or omission on the part of you, your contractors or any of your officers, agents and employes.


5. In the event any suit or other proceedings, for any claim, loss, damage, cost, charge, or expense covered by your foregoing indemnity should be brought against Edison or any of its officers, agents, or employes, you hereby covenant and agree to assume the defense thereof and defend the same at your own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by, or obtained against Edison or any of its officers, agents, or employes in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of Edison in such suits or other proceedings, you shall at once cause the same to be dissolved and discharged by giving bond or otherwise.
6. You (and your contractors) shall, at your own expense, procure, maintain and keep in effect during the term of this permit and any extensions or renewals thereof, a policy of Public Liability Insurance satisfactory to Edison in form and substance, including contractual liability coverage for the liability assumed herein in the amount of \$500,000.00 each person and \$1,000,000.00 each occurrence bodily injury liability, and \$500,000.00 each occurrence property damage liability. Such insurance shall include explosion damage, collapse or damage to underground property (commonly known as "XCU").
7. With respect to damage to your (and your contractor's) property used on said premises, you (and your contractors) hereby agrees to waive its rights to recovery against Edison and if such property is insured to waive the insurer's rights to subrogation.
8. You (and your contractors) shall, at the time of acceptance of this permit, provide Edison's Director of Real Estate and Rights of Way with a certificate of insurance evidencing such insurance coverage as provided for herein and evidence of renewals thereof. Such certificates shall state that no material change or cancellations can be effected without ten (10) days prior written notice to Edison.
9. It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release your liability under the indemnity provisions as provided herein.

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10. A further condition of this permit is that you will not place any permanent structures on the premises described above.
11. It is understood and agreed that the grantee, grantee's agents, employes and contractors, equipment and vehicles shall maintain a clearance of 15 feet from conductors and 20 feet from towers, wherever existing or subsequently installed in this area.
12. The premises shall be tamped and restored, as near as practicable, to the original condition upon the termination of the grantee's use of this property.
13. It is understood and agreed that this permit is granted to you on the condition that you use the above described premises in accordance with any rules and ordinances of any governmental agency having jurisdiction thereof.
14. No warranty of title is made with regard to the land which is the subject of this permit.
15. This permit may be terminated by either party at any time upon the giving of a sixty (60) day written notice of termination by either party to the other. It shall also be terminable upon violation of any of the above conditions.

If you are willing to accept this permit upon the above terms, please sign below the word "ACCEPTED" and return the original and one (1) copy for signature by The Detroit Edison Company, and we will return the fully executed original to you.

Sincerely,


ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way

ACCEPTED:

By: R. Michael Harris Southern Michigan Oil Company (SOMOCO, INC.)
R. Michael Harris, Vice President
Date: April 18th, 1985

FCB/blg

enclosure