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. DEPT-01 RECORDING \$39.50
. T#6666 TRAN 6792 07/17/95 12:23:00
. #1194 SA #95-461956
. COOK COUNTY RECORDER

DEEPWELL PLACEMENT AGREEMENT

This Deepwell Placement Agreement (this "Agreement") is entered into this 16th day of June, 1995 by and between CGE Ford Heights, L.L.C., a Delaware limited liability company ("Owner") and NORCO Pipeline, Inc., an Arkansas corporation ("NORCO").

RECITALS

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WHEREAS, Owner is the owner of certain real property situated in Ford Heights, County of Cook, State of Illinois, legally described on Exhibit A, attached hereto and made a part hereof (the "Property");

WHEREAS, by document dated January 18, 1928 (the "1928 Easement"), an easement was granted to the Prairie Pipe Line Company over that certain real property situated in Ford Heights, County of Cook, State of Illinois, legally described on Exhibit B, attached hereto and made a part hereof (the "Easement Premises") as a right of way to lay, maintain, operate and remove pipeline(s) for the transportation of oil or gas together with the right of ingress and egress; and

Document prepared by and
upon recording to be returned to:
Steven D. Friedland
Schiff Hardin & Waite
7200 Sears Tower
Chicago, IL 60606



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WHEREAS, the Easement Premises form a part of the Property; and

WHEREAS, NORCO is successor in interest to the Prairie Pipe Line Company; and

WHEREAS, NORCO desires to construct and maintain as an appurtenance to its pipeline(s) a deepwell and other associated equipment for the control of electrolytic action on said pipeline(s) to be located within the boundaries of the Easement Premises at the location shown on the drawing attached hereto as Exhibit C and made a part hereof; and

WHEREAS, Arco Pipe Line Company ("ARCO"), a predecessor in interest to NORCO had previously constructed a ground bed and associated facilities upon the Easement Premises and certain portions of the Property for the control of electrolytic action on said pipeline(s); and

WHEREAS, ARCO's right to construct and maintain such ground bed and associated facilities was granted by that certain Agreement and Receipt and Release dated December 18, 1978 and recorded in the Office of the Recorder of Deeds of Cook County as Document Number 24876044 (the "Ground Bed Agreement"), however, said agreement contained an incorrect legal description of the premises affected; and

WHEREAS, such ground bed and associated facilities have been removed and are no longer necessary provided the deepwell is constructed; and

WHEREAS, Owner desires to grant NORCO the right to construct and maintain the deepwell at the location shown on Exhibit C; and

WHEREAS, NORCO desires to release any and all rights granted under the Ground Bed Agreement and any other rights it may have in and to the Property other than those granted pursuant to the 1928 Easement.

NOW, THEREFORE, for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) in hand paid, and other good and valuable consideration, Owner and NORCO hereby agree as follows:

1. Recitals

The recitals and definitions set forth above constitute an integral part of this Agreement and are hereby incorporated by this reference with the same force and effect as if set forth as agreements of the parties herein.

2. Grant of Deepwell Easement

Owner hereby grants to NORCO the right to install, operate, maintain, repair, replace, renew and remove, as an appurtenance to NORCO's existing pipeline(s), a deepwell

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and other associated equipment within the Easement Premises at the location shown on Exhibit C for the control of electrolytic action on said pipeline(s) along with the right of ingress and egress over the Easement Premises for the purpose of exercising the privileges granted herein (the "Deepwell Easement").

3. Termination of Deepwell Easement

If at any time NORCO or its successors or assigns discontinues its use of the pipeline(s) or releases its rights in and to the Easement Premises, all of NORCO's right, title and interest in and to the Deepwell Easement shall be released and terminated and this Agreement shall terminate and be of no further force or effect, provided, however, NORCO shall be obligated at its sole cost and expense to remove such deepwell and associated equipment and as expeditiously as possible to return the area upon which such facilities are located as nearly as possible to its condition as existed prior to the installation of the deepwell.

4. Termination and Release of Ground Bed Agreement

NORCO hereby releases and abandons to Owner the easements and rights, if any, granted by the Ground Bed Agreement and any and all other easements and rights, if any, existing in the Property, other than those granted pursuant to the 1928 Easement.

5. Indemnity

NORCO agrees to indemnify and hold harmless Owner, its members, officers, directors, employees, agents and assigns (the "Protected Parties") from and against any and all claims, damages, costs and liabilities, including attorney's fees and court costs which any of the Protected Parties may suffer, sustain or incur as a result of or arising out of, or in any manner connected with or related to the acts or omission of NORCO, its employees, contractors and agents which are in any way related to the rights granted herein. 95461956

6. NORCO's Performance

a. NORCO shall comply with all laws, statutes, ordinances, rules and regulations of any governmental body having jurisdiction over NORCO, the Easement Premises, the deepwell, and the pipeline(s).

b. NORCO shall construct the deepwell in a good and workmanlike manner.

c. Upon completion of the deepwell, NORCO shall restore the Easement Premises and any other property disturbed by its construction as nearly as practicable to its condition as existed prior to NORCO's installation of the deepwell.

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7. Covenant Against Liens

NORCO covenants and agrees to not permit or allow its contractors, agents and employees to permit any mechanic's or materialmen's liens to be placed against the Easement Premises or any part thereof. In the event such liens are placed against any such property, NORCO shall immediately pay off and remove such liens. If NORCO fails to remove any such lien within 30 days after notice from Owner, Owner may, in its sole discretion, pay and satisfy such lien and such amount paid by Owner shall be immediately due and payable by NORCO.

8. Notice

All notices and communications which may be or are required to be given under this Agreement shall be in writing and shall be deemed properly given if sent by nationally recognized overnight courier delivery services or by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

If to Owner:

Mr. David Greeson
Manager, Project Development
Houston Industries Energy, Inc.
611 Walker Street
Post Office Box 61446
Houston, Texas 77002

If to NORCO:

President
NORCO Pipeline, Inc.
280 N. College
Fayetteville, AR 72701

Either party may change the name of the person or address to which notices and other communications are to be sent by so notifying the other party in accordance with this section.

9. Successors and Assigns

All provisions of this Agreement, including the benefits and burdens set forth herein shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

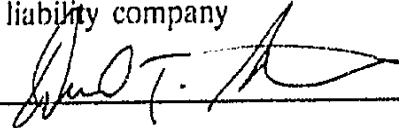
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CGE FORD HEIGHTS, L.L.C., a Delaware limited liability company

By: 

Name: David T. Greeson

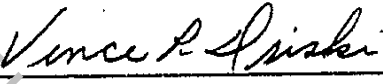
Title: Vice President, HIE Ford Heights, Inc.
Managing Member, CGE Ford Heights, LLC

Attest: 

Name: T. MICHAEL SPARKS

Title: SR ACCOUNTANT

NORCO Pipeline, Inc., an Arkansas corporation

By: 

Name: Vince P. Driski

Title: Sr. Vice President

Attest: 

Name: Johnnie James

Title: Admin. Assistant; Operations

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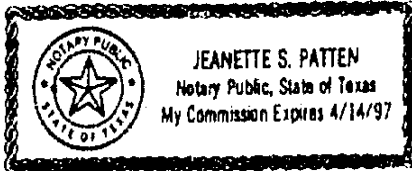
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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, JEANETTE S. PATTEN a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David T. Greeson of CGE Ford Heights, L.L.C., a Delaware limited liability company, and J. Michael Sparks of Houston Industries Energy, Inc., a Delaware Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such David T. Greeson and J. Michael Sparks, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said company, and affixed the corporate seal of said company, thereto, as their own free and voluntary act and as the free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of JUNE, 1995.



Jeanette S. Patten
NOTARY PUBLIC

My Commission Expires:

4-14-97

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STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

I, Louise P. Lungaro, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vince P. Driski and Johnnie James of NORCO Pipeline, Inc., an Arkansas corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vince P. Driski and Johnnie James, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said company, ~~and affixed the corporate seal of said company, thereto,~~ as their own free and voluntary act and as the free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of June, 1995.



Louise P. Lungaro
NOTARY PUBLIC

My Commission Expires:

5/15/2005

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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 100 RODS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 (EXCEPT (i) THAT PART THEREOF CONVEYED TO THE OSWEGO AND INDIANA PLANK ROAD CO. BY DEED RECORDED AUGUST 18, 1854 IN BOOK 78, PAGE 362 AS DOCUMENT NUMBER 53083 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND (ii) THE WEST 50 FEET THEREOF GRANTED AS AN EASEMENT FOR HIGHWAY PURPOSES TO THE COUNTY OF COOK BY INSTRUMENT DATED JULY 22, 1964 AND RECORDED JULY 29, 1964 AS DOCUMENT NUMBER 19199037), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 7 IN THOMAS, CHENEY AND WAUGH'S FOURTH ADDITION TO CHICAGO HEIGHTS IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 AND LOT "D" IN BLOCK 10 IN THOMAS, CHENEY AND WAUGH'S THIRD ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

HOWEVER, EXCEPTING FROM ALL OF THE ABOVE LANDS ALL COAL, OIL, GAS AND THE MINERALS AND MINERAL RIGHTS OF WHATEVER NATURE OR DESCRIPTION, KIND OR CHARACTER, LIKE OR UNLIKE, KNOWN OR UNKNOWN, AND WHETHER OCCURRING IN SOLID, LIQUID, VAPOROUS OR OTHER AND DIFFERENT FORMS IN, ON OR UNDER THE ABOVE LANDS, AS RESERVED AND EXCEPTED TO THE GRANTOR IN THE DEED FROM CHICAGO HEIGHTS TERMINAL TRANSFER RAILROAD COMPANY TO SPACE PORT USA, INC., FILED JANUARY 12, 1990 AS DOCUMENT NUMBER LR 3853427 AND RECORDED MAY 21, 1990 AS DOCUMENT NUMBER 90234992.

Street Address:

Vacant Land at the Northwest Corner of Cottage Grove Avenue
and the Michigan Central Railroad Right-of-Way,
Ford Heights, Illinois

Permanent Index Number:

32-23-300-022
32-23-313-003
32-23-314-027
32-23-314-026-6001
32-23-314-026-6002
32-23-314-025-6001
32-23-314-025-6002

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EXHIBIT B

The South twenty five feet lying North of the North Boundary line of the Michigan Central Railway Right of Way and being in the South West Quarter of the South West Quarter of Section 23, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: _____

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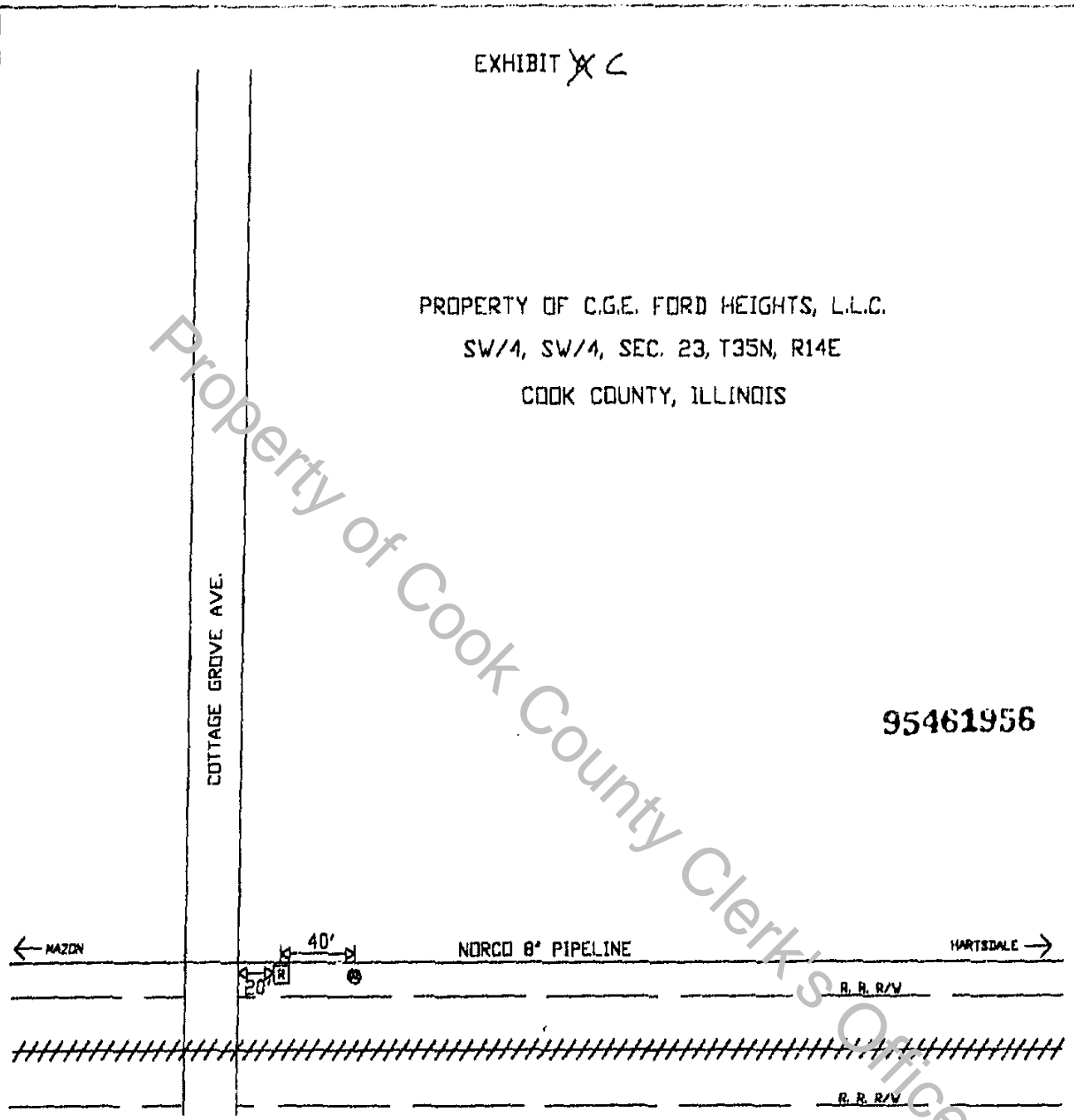
[Handwritten initials]

EXHIBIT X C

PROPERTY OF C.G.E. FORD HEIGHTS, L.L.C.
SW/4, SW/4, SEC. 23, T35N, R14E
COOK COUNTY, ILLINOIS

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LEGEND

- ☐ RECTIFIER
- DEEP WELL GROUND BED

NORCO PIPELINE, INC.
COTTAGE GROVE RECTIFIER SITE

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