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Please Return To:  
R/W & CLAIMS DIVISION - SUITE 2050  
CONOCO INC.  
P. O. BOX 2197  
HOUSTON, TEXAS 77001

HAMMOND LICENSE, EASEMENT AND SERVIDUTE AGREEMENT

This Hammond License, Easement and Servitude Agreement, made and entered into as of the 20th day of July, 1984 (the "Agreement"), among E. I. du Pont de Nemours and Company, a Delaware corporation ("Du Pont"), Conoco Inc., a Delaware corporation and a wholly owned subsidiary of Conoco Delaware, Inc., a Delaware corporation and a wholly owned subsidiary of Du Pont ("Seller", Vista Chemical Company, a Delaware corporation ("Purchaser") and Vista Polymers Inc., a Delaware corporation a wholly owned subsidiary of Purchaser ("Polymers").

WITNESSETH:

WHEREAS, Du Pont, Seller, and Purchaser have entered into that certain Asset Purchase Agreement dated as of June 26, 1984 (the "Asset Purchase Agreement");

WHEREAS, said Asset Purchase Agreement provides that Purchaser shall grant to Du Pont and Seller licenses relating to all of the Premises for which Du Pont and Seller retain any liabilities relating to environmental conditions; and

WHEREAS, by deed dated of even date herewith, Du Pont and Seller have conveyed to Purchaser and Polymers title to the Premises and the ground and space leases covering the Premises as to which Du Pont and Seller retained any Liabilities relating to environmental conditions;

NOW, THEREFORE, in consideration hereof and of the mutual covenants contained herein, and in consideration of the mutual promises set forth in the Asset Purchase Agreement, Du Pont, Seller, Purchaser and Polymers agree as follows:

**FILED**

JUL 30 1984

*Jessie O. Priddy*  
ATTORNEY LAKE COUNTY

001398

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD

JUL 31 10 32 AM '84  
WILSON BIELSKI JR.  
RECORDER

2700  
1/8

## ARTICLE I

### DEFINITIONS

1.01 Environmental Claim. "Environmental Claim" means any third party action, lawsuit, claim, or proceeding relating to the domestic Business (as defined in the Asset Purchase Agreement) or the domestic Business Assets (as defined in the Asset Purchase Agreement) or the Premises which seeks to impose liability for (a) noise, (b) pollution or protection of the air, surface water, groundwater or land, or (c) solid, gaseous, or liquid waste generation, treatment, storage, disposal or transportation. An "Environmental Claim" does not include a proceeding to issue, modify or terminate a permit or license, or to adopt or amend a law or regulation except to the extent that such a proceeding attempts to redress Seller's violations of the applicable permit, license, law or regulation as alleged by a Governmental Authority.

1.02 Environmental Permit. "Environmental Permit" means any permit, license, approval, or other authorization with respect to the Business under any applicable law, regulation and other requirement of the United States or of any state, municipality or other subdivision thereof relating to pollution or protection of the environment, including laws, regulations or other requirements relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, or hazardous or toxic materials or wastes into ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants or hazardous or toxic materials or wastes.

1.03 Governmental Authority. "Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

1.04 Hammond Property. "Hammond Property" means that certain real property described in Exhibit A attached hereto and made a part hereof.



HAMMOND PROPERTY

37-10-15

PARCEL I:

Part of the Northeast Quarter of Section 5, Township 36 North, Range 9 West of the 2nd Principal Meridian in the City of Hammond, Lake County, Indiana described as beginning at a point on the North line of the Northeast Quarter of said Section 5 and 975.04 feet East of the Northwest corner thereof; thence South  $89^{\circ}-56'-57''$  East along said North line 987.90 feet to a point 658.80 feet West of the Northeast corner of the Northeast Quarter of said Section 5; thence South  $0^{\circ}-21'-49''$  West along a line parallel with the East line of the Northeast Quarter of said Section 5, a distance of 1486.53 feet to a point on the Northeasterly line of the 66 foot strip of land conveyed to Indiana Harbor Belt Railroad by deed recorded in Deed Record 195, page 335 in the Recorder's Office of Lake County, Indiana; thence Northwesterly along said Northeasterly line of Indiana Harbor Belt Railroad 1016.54 feet, as measured along the arc of a curve concave to the Northeast and having a radius of 21,369.9 feet, to a point which is 975.04 feet Easterly of the West line of the Northeast Quarter of Section 5, as measured on a line parallel with the North line of the Northeast Quarter of said Section 5, thence North  $0^{\circ}-23'-50''$  East along a line parallel with the West line of the Northeast Quarter of said Section 5 a distance of 1244.90 feet to the point of beginning, excepting therefrom the North 40 feet thereof heretofore conveyed to the City of Hammond for use as a public street.

PARCEL II:

37-10-12

Part of the Northeast Quarter of Section 5, Township 36 North, Range 9 West of the 2nd Principal Meridian described as beginning at a point on the North line of the Northeast Quarter of said Section 5 and 524.04 feet East of the Northwest corner thereof; thence South  $89^{\circ}-56'-57''$  East along said North line 300.0 feet; thence South  $0^{\circ}-03'-03''$  West 470.5 feet; thence North  $89^{\circ}-56'-57''$  West 300.0 feet; thence North  $0^{\circ}-03'-03''$  East 470.5 feet to the point of beginning, excepting therefrom the North 40 feet thereof heretofore conveyed to the City of Hammond for use a public street.

PARCEL III:

38-12

Part of the Northeast Quarter of Section 5, Township 36 North, Range 9 West of the 2nd Principal Meridian described as beginning at a point on the North line of the Northeast Quarter of said Section 5 and 824.04 feet East of the Northwest corner thereof; thence South  $89^{\circ}-56'-57''$  East along said North line 151.0 feet; thence South  $0^{\circ}-03'-03''$  West 265.0 feet; thence North  $89^{\circ}-56'-57''$  West 151.0 feet; thence North  $0^{\circ}-03'-03''$  East 265.0 feet to the point of beginning, excepting therefrom the North 40 feet thereof heretofore conveyed to the City of Hammond for use as a public street.

1.05 Liabilities. "Liabilities" means all debts, liabilities, and obligations, including those arising under any law, rule, regulation, order or consent decree of any Governmental Authority or any arbitrator of any kind, and those arising under contracts, leases, commitments, or undertakings of Seller.

1.06 Period of Access. "Period of Access" means the periods of time during which Seller or Du Pont carry out activities relating to this Agreement.

1.07 Premises. "Premises" means the Aberdeen Property, the Baltimore Property, the Hammond Property, the Lake Charles Property, and the Oklahoma City Property (all as defined in the Asset Purchase Agreement) and the premises covered by the ground and space leases to be assigned to Purchaser.

1.08 Retained Liabilities. "Retained Liabilities" shall have the meaning set forth in Section 2.2.2 of the Asset Purchase Agreement.

1.09 Requirements of Environmental Law. "Requirements of Environmental Law" means all requirements of environmental or ecological laws or regulations relating to the domestic Business or the domestic Business Assets or the Premises, including all requirements imposed by any law, rule or regulation of any Governmental Authority which relate to (a) noise, (b) pollution or protection of the air, surface water, groundwater or land, or (c) solid, gaseous, or liquid waste generation, treatment, storage, disposal, or transportation.

1.10 Waste Site. "Waste Site" means any well, pit, pond, lagoon, impoundment, ditch, landfill, waste storage container, site or area located within the United States where waste materials have been deposited, stored, disposed of, placed or otherwise come to be located.

## ARTICLE II

### LICENSE TO HAMMOND PROPERTY

Subject to the terms and conditions contained herein, Purchaser and Polymers hereby grant to Du Pont and Seller a license, easement and servitude to enter upon the Hammond Property, and a license to enter upon

the portion of the Hammond Property that is leased, for which Du Pont and Seller retain any Liabilities relating to environmental conditions for the sole purpose of exercising their rights under Section 15.7 of the Asset Purchase Agreement.

2.01 Term. The license, easement and servitude shall last with respect to the Hammond Property so long as there shall exist at such location any Retained Liabilities relating to environmental conditions. The license, easement and servitude granted herein to Seller and Du Pont shall remain in full force and effect until such time as it either expires by operation of law or Purchaser or Polymers, as the case may be, releases Seller and Du Pont from the Retained Liabilities for which this license, easement and servitude have been granted, said release to be in writing in a form which is reasonably acceptable to Seller and Du Pont. Promptly upon receipt by Seller and Du Pont of said release, Seller and Du Pont shall execute in recordable form in favor of Purchaser or Polymers, as the case may be, a release (in form and substance reasonably acceptable to Purchaser's or Polymers' counsel) of the license, easement and servitude granted hereunder to be filed of record in the appropriate county or city.

2.02 Authorized Persons. Du Pont and Seller, or their respective agents, are expressly granted the rights under this Agreement. The term "agents" includes employees, consultants, and outside contractors of Du Pont and Seller. Du Pont's and Seller's selection of outside consultants and outside contractors shall be subject to prior approval by Purchaser or Polymers, as the case may be, which approvals will not be unreasonably withheld.

2.03 Nature and Purpose of Access. The access granted hereunder shall be limited to regular business hours for purposes of evaluation, testing, remedial work, the installation, maintenance, and operation of any reasonably necessary structures or devices for such evaluation, testing, or remedial work, ingress and egress in connection therewith, and any other appropriate activities for responding to orders of Governmental Authorities or taking voluntary measures pursuant to Section 15.7 of the Asset Purchase Agreement.

2.04 No Unreasonable Interference. Such access, activities and structures shall not unreasonably or materially interfere with Purchaser's or Polymers' operation of the Business or PVC Business (as such term is defined in the Asset Purchase Agreement), respectively. Seller and Du Pont are responsible, at their sole cost and expense, for returning the Hammond Property (including all improvements located thereon) in all material respects to the condition that existed prior to commencement of activities under this Agreement except as required otherwise by an order of any Governmental Authority or as assented to in writing by either Purchaser or Polymers, as the case may be. Seller and Du Pont and their agents and representatives shall comply with Purchaser's or Polymers' reasonable rules, including safety and security rules, relating to access to, and activities upon, the Hammond Property.

### ARTICLE III

#### NOTICE

Du Pont and Seller agree that they will give not less than five (5) calendar days' notice prior to the commencement of any Period of Access. Such notice shall be given to the plant manager of the Hammond Property. Said notice shall be in the form of a certified letter and shall state the purpose and anticipated duration of the Period of Access and the work that Seller and Du Pont propose to perform. It is expressly understood and agreed that said five (5) days' notice applies to each separate and distinct Period of Access, and not to each day of access, during a period of essentially continuous activities performed under this Agreement. That is, once the notice has been given at the beginning of a Period of Access, access may continue from day to day until it is completed, without the need for additional notice. Purchaser and Polymers shall use their best efforts to allow Du Pont and/or Seller to commence a Period of Access on the date requested or as shortly thereafter as possible.



## ARTICLE IV

### STANDARD OF CARE AND LIABILITY

In all cases, Seller and Du Pont shall be liable for their negligence or the negligence of their agents or representatives acting pursuant to this Agreement, if such negligence causes damage, loss or liability to employees or property of Purchaser or Polymers or to third parties or their property. Except to the extent attributable to Purchaser's or Polymers' negligence, Seller shall be responsible for, and indemnify Purchaser or Polymers, as the case may be, in respect of, all of such liabilities arising out of activities under this Agreement relating to

(i) personal injury to, emotional or psychological injury to, illness or death of, Seller's or Du Pont's employees, and loss of, damage to, or loss of use of Seller's or Du Pont's employees' property and

(ii) loss of, damage to, or loss of use of, Seller's or Du Pont's assets, including property, plant, equipment and hydrocarbons.

## ARTICLE V

### CONFIDENTIALITY OF INFORMATION.

Du Pont and Seller will hold and will cause their consultants and advisors to hold in strict confidence, unless compelled to disclose such information by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information concerning Purchaser or Polymers obtained pursuant to the activities contemplated by this Agreement and in any such instance where disclosure appears to be compelled by law, Du Pont and Seller will notify Purchaser or Polymers, as the case may be, so that they may avail themselves of such measures as may be available for protecting the confidentiality of such information.

## ARTICLE VI

### AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

6.01 Benefits of the Agreement; Successors and Assigns. This Agreement shall inure to the benefit of Du Pont, Seller, Purchaser, Polymers and to their successors and assigns. References in this Agreement to "Du Pont and Seller" shall be construed as references to "Du Pont and Seller, their successors and assigns".

6.02 Binding Agreement; Successors and Assigns. This Agreement shall bind Purchaser, Polymers, Du Pont and Seller and their successors, affiliates, subsidiaries and assigns. References in this Agreement to "Purchaser" and to "Polymers" shall be construed as references to such party or parties and their successors and assigns.

## ARTICLE VII

### SEPARABILITY

If any article, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the whole, or any article, subsection, sentence or clause hereof not so adjudged.

## ARTICLE VIII

### EQUITABLE REMEDIES

In addition to legal remedies to the extent allowed by law, since remedies at law may not be sufficient, the parties hereto shall be entitled to equitable remedies, including specific performance and injunction.

## ARTICLE IX

### EFFECTIVE DATE

This Agreement is effective as of the 20th day of July, 1984.

ARTICLE X

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement.

ARTICLE XI

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

ARTICLE XII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among Du Pont, Seller, Purchaser, and Polymers, supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those expressed herein. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 20th day of July, 1984.

WITNESS:

VISTA CHEMICAL COMPANY

Mary Ann Fisher  
Ed Burns

By: Gordon A. Cairn  
Its: Chairman of the Board

Marylann Fisher  
ES Bureau

VISTA POLYMERS INC.

By: Gordon A. Carr  
Its: \_\_\_\_\_

G.B. Amoss  
G.B. Amoss

E. I. DU PONT DE NEMOURS  
and COMPANY

By: E. J. Flynn  
Its: Vice President Materials and Logistics

Marylann Fisher  
ES Bureau

CONOCO INC.

By: P. K. Clark  
Its: Executive Vice President

STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK §

On this 20<sup>th</sup> day of July, 1984, before me appeared Gordon A. Gin, to me personally known, who, being by me duly sworn, did say that (s)he is the Chairman of the Board of VISTA CHEMICAL COMPANY and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

Joan B. Molloy  
Notary Public  
JOAN B. MOLLOY  
Notary Public, State of New York  
No. 4724246  
Qualified in Westchester County  
Commission Expires March 30, 1986

My Commission Expires:  
\_\_\_\_\_

STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK §

On this 20<sup>th</sup> day of July, 1984, before me appeared Gordon A. Gin, to me personally known, who, being by me duly sworn, did say that (s)he is the Chairman of the Board of VISTA POLYMERS INC. and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

Joan B. Molloy  
Notary Public  
JOAN B. MOLLOY  
Notary Public, State of New York  
No. 4724246  
Qualified in Westchester County  
Commission Expires March 30, 1986

My Commission Expires:  
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