

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS

GEORGE R. STANHOPE, SALLY STANHOPE,)
JEFFREY A. JARRETT, PAULA J. JARRETT,)
CONNIE L. BARROWMAN, ROBERT A.)
BARROWMAN, DARLA K. DEES, TODD H.)
LYKINS, GINA L. LYKINS, NAOMI CROW,)
KENNETH BRUEHL, MICHAEL R. KELLNER,)
JILL E. KELLNER, JILL E. KELLNER as next)
friend of L.R.K., a minor, JILL E. KELLNER as)
next friend of S.H.K., a minor, JILL E.)
KELLNER as next friend of H.D.K., a minor,)
HERB F. STAUFFER, LILY M. STAUFFER,)
KAREN G. STAUFFER, DUANE J. FOSTER,)
TERESA J. FOSTER,)
)
Plaintiffs,)
)
vs.)
)
THE PEOPLES GAS LIGHT AND COKE)
COMPANY, an Illinois corporation,)
)
Defendant.)

No. _____
Jury Demand as to Law Counts

COMPLAINT AT LAW AND IN EQUITY

NOW COME Plaintiffs, GEORGE R. STANHOPE, SALLY STANHOPE, JEFFREY A. JARRETT, PAULA J. JARRETT, CONNIE L. BARROWMAN, ROBERT A. BARROWMAN, DARLA K. DEES, TODD H. LYKINS, GINA L. LYKINS, NAOMI CROW, KENNETH BRUEHL, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, JILL E. KELLNER as next friend of H.D.K., a minor, HERB F. STAUFFER, LILY M. STAUFFER, KAREN G. STAUFFER, DUANE J. FOSTER, and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for their Complaint at Law and in Equity, complain against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, and allege and state as follows:

INTRODUCTION

1. Plaintiffs complain, *inter alia*, of environmental contamination and polluting events caused by the conduct and acts of Defendant, who caused discharges of natural gas and other combustible gases and hazardous chemicals into the Mahomet Aquifer from an underground storage facility it operates located near Mahomet, Champaign County, Illinois. These discharges caused Plaintiffs and their property to be exposed to hazardous gases and chemicals and caused damage to the natural resources of the environment in and around Plaintiffs' properties, causing Plaintiffs to incur health exposures, loss of use and enjoyment of their property, property damage, loss of quality of life, emotional distress, financial losses, and other damages.

ALLEGATIONS COMMON TO ALL COUNTS

Parties

2. Plaintiffs GEORGE R. STANHOPE and SALLY STANHOPE jointly own a home and real property located at 360 County Road 2700 North, Mahomet, Champaign County, Illinois, where they reside. These Plaintiffs are jointly referenced hereinafter as, "the STANHOPE Family."

3. Plaintiffs JEFFREY A. JARRETT and PAULA J. JARRETT jointly own a home and real property located at 77 County Road 2500 North, Mahomet, Champaign County, Illinois, where they reside. These Plaintiffs are jointly referenced hereinafter as, "the JARRETT Family."

4. Plaintiffs CONNIE L. BARROWMAN and ROBERT A. BARROWMAN jointly own a home and real property located at 369 County Road 2700 North, Mahomet, Champaign County, Illinois, where they reside. These Plaintiffs are jointly referenced hereinafter as, "the BARROWMAN Family."

5. Plaintiff DARLA K. DEES owns a home and real property located at 370 County Road 2700 North, Mahomet, Champaign County, Illinois, where she resides.

6. Plaintiffs TODD H. LYKINS and GINA L. LYKINS jointly own a home and real property located at 302 County Road 2650 North, Mahomet, Champaign County, Illinois, where they reside. These Plaintiffs are jointly referenced hereinafter as, "the LYKINS Family."

7. Plaintiff, NAOMI CROW, owns a home and real property located at 328 County Road 2800 North, Fisher, Champaign County, Illinois, where Plaintiff, KENNETH BRUEHL, resides. These Plaintiffs are jointly referenced hereinafter as, "the CROW Family."

8. Plaintiffs MICHAEL R. KELLNER and JILL E. KELLNER jointly own a home and real property located at 2685 County Road 350 East, Mahomet, Champaign County, Illinois, where they reside with their minor children, L.R.K. (12 years old as of the date of filing), S.H.K. (10 years old as of the date of filing), and H.D.K. (5 years old as of the date of filing), and bring this action individually and on behalf of their minor children as parents and natural guardians. These Plaintiffs are jointly referenced hereinafter as, "the KELLNER Family."

9. Plaintiffs HERB F. STAUFFER (84 years old as of the date of filing) and LILY M. STAUFFER (84 years old as of the date of filing) jointly own a home and real property located at 2697 County Road 425 East, Mahomet, Champaign County, Illinois, where they reside; they also jointly own a home and real property located at 400 County Road 2700 North, Mahomet, Champaign County, Illinois, where Plaintiff, KAREN G. STAUFFER, resides. These Plaintiffs are jointly referenced hereinafter as, "the STAUFFER Family."

10. Plaintiffs DUANE J. FOSTER and TERESA J. FOSTER jointly own a home and real property located at 401B County Road 2600 North, Mahomet, Champaign County, Illinois, where they reside. These Plaintiffs are jointly referenced hereinafter as, “the FOSTER Family.”

11. Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY (hereinafter, “Defendant PEOPLES GAS”), at all times relevant to this Complaint, was and is a natural gas provider and an Illinois corporation registered to do business throughout Illinois, with its headquarters and principal place of business located in Chicago, Cook County, Illinois.

Background

12. The Mahomet Aquifer provides fresh water to approximately 850,000 Illinois residents, including Plaintiffs.

13. The Mahomet Aquifer is part of a complex water system known as the Mahomet Aquifer System.

14. The Mahomet Aquifer System includes a shallower potable water source located in Champaign County known as the Glasford Aquifer.

15. Defendant PEOPLES GAS owns and operates Manlove Field, an underground natural gas storage facility located in Champaign County, Illinois, wherein natural gas is stored below the Mahomet Aquifer.

16. Defendant PEOPLES GAS transports natural gas via an interstate pipeline from Texas and other locations to Champaign County and injects it approximately 4,000 feet below the surface into a saltwater aquifer known as the Mt. Simon (hereinafter, “the storage stratum”) for the sole purpose of storage.

17. Defendant PEOPLES GAS withdraws natural gas it has stored in Champaign County and transports it via intrastate pipeline to Chicago based on demand conditions for natural gas, mostly during winter months.

18. None of the natural gas stored by Defendant PEOPLES GAS in Champaign County is distributed or used by consumers in Champaign County.

19. The natural gas stored by Defendant PEOPLES GAS in Champaign County is located beneath approximately 27,500 contiguous acres.

20. Defendant PEOPLES GAS owns only a small portion of the real property beneath which it stores approximately 36.5 billion cubic feet of natural gas.

21. Most of the natural gas is stored beneath privately owned residential and agricultural property, including the aforementioned real property owned by Plaintiffs.

22. In the 1950s and 1960s, Defendant PEOPLES GAS entered into contracts entitled, "Gas Storage Grant - Oil and Gas Lease," with the various property owners who owned the property below which the natural gas is stored, including the predecessors in interest to the property owned by Plaintiffs.

23. Defendant PEOPLES GAS, as part of its natural gas storage operation also operates approximately 153 injection/withdraw wells along with miles of associated interconnected pipelines, many of which are located on privately owned residential and agricultural property, including the aforementioned real property owned by Plaintiffs.

24. Defendant PEOPLES GAS has easements, created by way of the aforementioned Gas Storage Grant - Oil and Gas Leases, for the purposes of the aforementioned

injection/withdraw wells and pipelines that are located on privately owned residential and agricultural property.

L. McCord #2 Blow-Out

25. The L. McCord #2 is one of the injection/withdraw wells operated by Defendant PEOPLES GAS located at 40.27749 N. Latitude and 88.38961 W. Longitude, in Mahomet, Champaign County, Illinois, which was drilled and installed in 1977.

26. Upon information and belief, a leak caused by corrosion at the deep and middle locations of the L. McCord #2 developed many years ago, which caused natural gas and corrosive saltwater to leak from the storage stratum into shallower strata and also to fill the annulus of the well's shallower casings.

27. Upon information and belief, the aforementioned leaked natural gas (and the corrosive bacteria it causes to form) and corrosive saltwater caused corrosion of the L. McCord #2 well's shallower casings.

28. Upon information and belief, at some point prior to October 28, 2015, the L. McCord #2 well's shallower casings developed points of total corrosion, which began to leak natural gas and non-potable saltwater into the Mahomet Aquifer System as well as cause the buildup of pressure and/or natural gas in and around the well's shallower casings.

29. Upon information and belief, on or about October 28, 2015, the L. McCord #2 experienced a blow-out, which forced a very large amount of natural gas and non-potable saltwater from the storage stratum to be injected into the Mahomet Aquifer System, as well as cause a pressure event affecting the water level of the Mahomet Aquifer System.

30. Upon information and belief, the aforementioned blow-out occurred due to multiple points of total corrosion that created a conduit between the highly-pressurized storage stratum wherein Defendant PEOPLES GAS was storing natural gas and the shallow, low-pressure, strata/stratum that contains the Mahomet Aquifer System.

31. Upon information and belief, following the blow-out event on or about October 28, 2015, the L. McCord #2 continued to leak large amounts of natural gas and non-potable saltwater directly into the Mahomet Aquifer System and other strata from the storage stratum.

32. The longstanding leak and ultimate blow-out at the L. McCord #2 caused a large amount of natural gas and non-potable saltwater to escape the storage stratum and leak into the Mahomet Aquifer System, contaminating drinking water for many area homeowners and farmers.

33. According to a February 14, 2018, report by the Illinois State Water Survey entitled, "Anomalous groundwater pressure responses in the Mahomet aquifer near the Manlove Gas Storage Field," there was an unnatural water level event in the Mahomet Aquifer System near Manlove Field on or about October 28, 2015, where water levels rose unnaturally high in a very short period of time (up to 50 feet in some locations), indicative of a pressure event caused by a blow-out at the L. McCord #2.

34. In 2017, Defendant PEOPLES GAS retained EN Engineering to compose a well assessment report that concluded the leak at the L. McCord #2 was ultimately caused by severe corrosion in multiple points and at multiple levels of the approximate 4,000-foot pipe running from the surface level to the storage formation.

35. The well assessment report by EN Engineering on the cause of the failure of the L.

McCord #2 also concluded:

- a. Corrosion caused metal loss to the point of failure at 6 different locations along the piping for the L. McCord #2 well;
- b. A section of the pipe that included 2 of the 6 failure locations was preserved and analyzed, which demonstrated 8 different perforated holes in the metal caused by corrosion;
- c. Corrosion occurred because the production pipe runs 4,221 feet below the surface into a saltwater aquifer that is extremely saline and contains sulfate-reducing bacteria; and
- d. The method for cathodic protection (a technique used to control the corrosion of a metal surface by making it the cathode of an electrochemical cell) that was being used at the L. McCord #2 used an insufficient amount of protective current.

Peoples Gas' Inadequate Response To The Blow-Out

36. On or about December 6, 2016, Defendant PEOPLES GAS, by and through one of its employees and agents, discovered gas bubbles percolating in a puddle of water at the surface level near the L. McCord #2 well.

37. Upon information and belief, at no time prior to December 6, 2016, did Defendant PEOPLES GAS take any action at all in regard to the multiple leaks that were caused by extensive corrosion at the L. McCord #2, even though these leaks were ongoing for many years and the well had a major blow-out event that occurred on or about October 28, 2015, to such a degree that it changed the water level of the Mahomet Aquifer System by up to 50 feet.

38. On or about December 14, 2016, Defendant PEOPLES GAS had a Vertilog Magnetic Flux Leakage Inspection test (hereinafter, "Vertilog test") performed on the L. McCord #2 that demonstrated that there were multiple (at least 6) failure locations along the metal piping of the well, including one at approximately the 660-foot depth (a depth where the Mahomet Aquifer

System is located), one at the 1,150-foot depth, one at the 3,440-foot depth, one at the 3,500-foot depth, one at the 3,550-foot depth, and one at the 3,600-foot depth.

39. Upon information and belief, Defendant PEOPLES GAS made no attempt to contact any government agency to report the gas leak it discovered on December 6, 2016, until December 16, 2016.

40. On or about December 16, 2016, Defendant PEOPLES GAS, by and through its employee and agent Mike Jouras, called the Illinois Emergency Management Agency's hotline and made an oral Hazardous Materials Incident Report, reporting that there was an "unknown" amount of "natural gas" leaked to the "air, ground" at a "fixed facility."

41. The aforementioned statements on or about December 16, 2016 of Defendant PEOPLES GAS, by and through its employee and agent Mike Jouras, were misrepresentations because at the time they were made, it knew or should have known the following:

- a. That non-potable saltwater was leaked in addition to natural gas;
- b. That the leak occurred underground on private property and not at a fixed facility; and
- c. That the leak was into the Mahomet Aquifer System and not just to air and ground.

42. On or about December 16, 2016, Defendant PEOPLES GAS, by and through its employee and agent Todd Duffield, made the following oral statements via telephone to the Illinois EPA:

- a. That it had discovered a "gas pocket" 500 feet below ground;
- b. That it would "reach out to [the Illinois Department of Natural Resources] to receive approval for gas release when they have a plan together"; and
- c. That "local monitoring at nearby [water] wells [was] underway and nothing found to date."

43. The aforementioned statements on or about December 16, 2016, of Defendant PEOPLES GAS, by and through its employee and agent Todd Duffield, were misrepresentations because:

- a. It never intended to seek the Illinois Department of Natural Resources' approval for gas release nor did it do so;
- b. It had not yet engaged in any monitoring of nearby water wells;
- c. It found "nothing" contaminating nearby water wells because it had not tested any nearby water wells; and
- d. Had it, in fact, done testing of nearby water wells, it would have found widespread contamination at very high levels.

44. Upon information and belief, Defendant PEOPLES GAS voluntarily tested only one nearby water well as part of its initial response, which was not any of the Plaintiffs', on or about December 19, 2015.

45. Upon information and belief, starting on or about December 19, 2016, and at all times thereafter, Defendant PEOPLES GAS, had actual knowledge that the drinking water from at least one residential water well was contaminated with its own gas.

46. Starting on or about December 22, 2016, and at all times thereafter, Defendant PEOPLES GAS, by and through its employee and agent Thomas Davis, had written confirmation documenting its actual knowledge that the drinking water from at least one residential water well was contaminated with its own gas.

47. Defendant PEOPLES GAS, even after having actual knowledge of contamination from the only nearby residential water well tested, failed to disclose this information to any government agency, nearby residents, or the public at large.

48. On or about January 13, 2017, Defendant PEOPLES GAS, by and through its employee and agent Shawn Bartels, filed a written Incident Report with the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration that contained the following written representations:

- a. That it released an estimated 39,000,000 cubic feet of natural gas from the storage stratum at the L. McCord #2 well site “in a formation at about 500ft deep”;
- b. That the gas was leaked only on “operator-controlled property” in the area of “belowground storage or aboveground storage vessel, including attached appurtenance”;
- c. That the incident involved a “pinhole” leak;
- d. That the Potential Impact Radius for the incident was “139 feet”; and
- e. That it had conducted a Cathodic Protection Survey on the L. McCord #2 in 2016.

49. The aforementioned written statements on or about January 13, 2017, of Defendant PEOPLES GAS, by and through its employee and agent Shawn Bartels, were misrepresentations because:

- a. It knew or should have known at the time that it had released a much larger amount of gas than 39,000,000 cubic feet;
- b. It found gas contaminating the Mahomet Aquifer System, a groundwater source, not “a formation”;
- c. It discovered the leak at the L. McCord #2, which is located on an easement on private property and not on “operator-controlled property”;
- d. It had actual knowledge, including written confirmation, that the leak was not contained on its own property but had contaminated the drinking water found on the property owned by the FOX Family;
- e. It had actual knowledge that the corrosion that caused the leak was not a “pinhole,” but that there were multiple (at least 6) failure locations, and that multiple holes had formed at each failure location, with holes as large as 2 3/8 inches, based on observing the piping it removed in December 2016, and the results of the Vertilog test it conducted on December 14, 2016;

- f. It had actual knowledge, including written confirmation, that it had contaminated the drinking water found on the property owned by the FOX Family, which is over 12 times as far as “139 feet” from the L. McCord #2 well; and
- g. It had not conducted a Cathodic Protection Survey on the L. McCord #2 in 2016 or any other recent date.

50. On or about January 23, 2017, Defendant PEOPLES GAS, by and through its employee and agent Mike Juras, sent a written follow-up to the Illinois Emergency Management Agency in regard to its December 16, 2016, oral report which also failed to disclose that it had actual knowledge (confirmed in writing) that it contaminated a nearby water well.

51. Starting on or about February 15, 2017, and at all times thereafter, Defendant PEOPLES GAS had written confirmation documenting its actual knowledge that the drinking water from at least two residential water wells were contaminated with its own gas.

52. Defendant PEOPLES GAS, even after having actual knowledge of contamination from two nearby residential water wells tested, failed to disclose this information to any government agency, nearby residents, or the public at large.

53. Starting on or about March 28, 2017, and at all times thereafter, Defendant PEOPLES GAS had written confirmation documenting its actual knowledge that the drinking water from at least four residential water wells were contaminated with its own gas.

54. Defendant PEOPLES GAS, even after having actual knowledge of contamination from four nearby residential water wells tested, failed to disclose this information to any government agency, nearby residents, or the public at large.

55. Starting on or about March 29, 2017, and at all times thereafter, Defendant PEOPLES GAS had written confirmation documenting its actual knowledge that the drinking water from at least five residential water wells were contaminated with its own gas.

56. Defendant PEOPLES GAS, even after having actual knowledge of contamination from five nearby residential water wells tested, failed to disclose this information to any government agency, nearby resident, or the public at large.

57. On or about April 26, 2017, an impacted homeowner contacted the Illinois Department of Public Health and informed it that he had just learned that his drinking water had been contaminated by Defendant PEOPLES GAS.

58. Upon information and belief, at no time between December 19, 2016 and April 26, 2017, did Defendant PEOPLES GAS inform any government agency, nearby resident, nor the public at large that it had contaminated the Mahomet Aquifer System.

59. The primary component of the natural gas stored at Manlove Field is methane, a greenhouse gas, which, according to the U.S. EPA, is (pound for pound) 86 times more damaging to the environment than carbon dioxide (CO₂).

60. The blow-out at the L. McCord #2 caused a large amount of natural gas to escape into the air.

61. On or about December 21, 2016, without seeking an air permit or water disposal permit from the Illinois EPA, and without notification to the Illinois Department of Natural Resources, Defendant PEOPLES GAS started a venting operation at the L. McCord #2, which began venting at least approximately 1 million cubic feet of gas per day.

62. Between about December 21, 2016, and March 21, 2017, Defendant PEOPLES GAS vented methane directly into the atmosphere in and around the homes of Plaintiffs.

63. On or about March 21, 2017, the Illinois Department of Natural Resources performed an on-site inspection of the L. McCord #2 and learned for the first time that Defendant

PEOPLES GAS was conducting an unacceptable and unapproved venting operation of harmful greenhouse gases without permission or permit, and ordered it to stop immediately.

64. On September 14, 2017, after the actual extent of the contamination and damage done to the Mahomet Aquifer System was brought to the attention of State regulators by impacted residents, the Illinois Department of Natural Resources issued a Notice of Violation against Defendant PEOPLES GAS for its illegal contamination and damage to the Mahomet Aquifer System, and ordered it to perform remediation of the contamination and damage caused by the blow-out.

65. Upon information and belief, Defendant PEOPLES GAS will be unable to fully and completely remediate the contamination and damage done to the Mahomet Aquifer System by the L. McCord #2 blow-out.

Peoples Gas' Statutory, Regulatory, Contractual, And Common Law Duties

66. Defendant PEOPLES GAS obtained Permit No. 5000 dated November 18, 1977, from the Illinois Department of Natural Resources to drill the L. McCord #2, and has maintained it since that date as a licensed and regulated "Gas Storage Well" pursuant to the Oil and Gas Act, 225 ILCS 725, *et seq.*, and the Illinois Department of Natural Resources' Oil and Gas Act Regulations, 62 Ill. Adm. Code 240, *et seq.*

67. Pursuant to 62 Ill. Adm. Code 240.1852(b), which incorporates the requirements of 62 Ill. Adm. Code 240.630(b), Defendant PEOPLES GAS was required to **ensure at all times** that the L. McCord #2 and all other injection/withdrawal wells were "**maintained in a leak-free condition.**"

68. Section 1.1 of the Oil and Gas Act, 225 ILCS 725/1.1, prohibits “waste,” which Section 1 of the Oil and Gas Act, 225 ILCS 725/1, defines in pertinent part as:

(2) permitting the migration of oil, **gas**, or **water** from the stratum in which it is found into other strata, thereby ultimately resulting in the loss of recoverable oil, gas or both;

* * *

(4) the **unreasonable damage to underground**, fresh or mineral **water supply**...

(5) The unnecessary or excessive surface loss or destruction of oil or **gas** resulting from evaporation, seepage, leakage or fire, especially such loss or destruction incident to or **resulting from the escape of gas into the open air** in excessive or unreasonable amounts...

69. The Environmental Protection Act, 415 ILCS 5/3.165, defines “contaminant,” as “any solid, liquid, or gaseous matter, any odor, or any form of energy, from whatever source,” and Section 12(a) of the Environmental Protection Act, 415 ILCS 5/12(a), provides that it is unlawful to:

Cause or threaten or **allow the discharge of any contaminants** into the environment in any State so as to cause or tend to **cause water pollution** in Illinois, either alone or in combination with matter from other sources, so as to violate regulations or standards adopted by the Pollution Control Board under this Act.

70. Section 620 of the Illinois Pollution Control Board Public Water Supplies Regulations, 35 Ill. Adm. Code 620.301(a), provides:

No person shall cause, threaten or **allow the release of any contaminant to a resource groundwater** such that:

- 1) Treatment or additional treatment is necessary to continue an existing use or to assure a potential use of such groundwater; or
- 2) An existing or potential use of such groundwater is precluded.

71. The Illinois Criminal Code, 720 ILCS 5/47, *et seq.*, makes it a criminal offense to create a public nuisance, which it defines as including:

To permit salt water, oil, gas, or other wastes from a well drilled for oil, gas, or exploratory purposes to escape to the surface, or into a mine or coal seam, or into an underground fresh water supply, or from one underground stratum to another. 720 ILCS 5/47-5(13).

72. Defendant PEOPLES GAS entered into written contracts entitled, "Gas Storage Grant - Oil and Gas Lease," with the predecessors in interest to the property owned by Plaintiffs, which provided in pertinent part:

Grantee shall pay Grantors or their tenants, as their respective interests may appear, for all damages occasioned by the installation, operation, repair, maintenance, removal or replacement of any of said facilities.

* * *

Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantor's water supply. In the event it is demonstrated that a source of water supply presently used by Grantor is interrupted by Grantee's operation, Grantee shall provide an alternate source of water to Grantor for domestic and agricultural use during such period as Grantor's water supply is so interrupted.

73. Defendant PEOPLES GAS had a duty to take reasonable precautions in the maintenance and operation of Manlove Field to prevent unreasonable risks of harm to others and others' property, including Plaintiffs.

74. Defendant PEOPLES GAS had a duty to reasonably respond to any leaks or other unpermitted releases of natural gas and non-potable saltwater from Manlove Field to prevent unreasonable risks of harm to others and others' property, including Plaintiffs.

75. Defendant PEOPLES GAS had a duty to take reasonable measures necessary to inform any person, including Plaintiffs, about any known contamination of said person's water supply and/or exposure to hazardous chemicals and combustible gas related to its ownership and operation of Manlove Field.

76. Defendant PEOPLES GAS had a duty to exercise ordinary and reasonable care to see to it that the L. McCord #2 well, which it had custody and control over, was reasonably safe and operating in a safe condition so as not to cause damage to those living in its vicinity and their property, including Plaintiffs.

77. Defendant PEOPLES GAS had a duty to perform Mechanical Integrity Testing of its gas injection/withdrawal wells pursuant to reasonable gas and oil industry standards, which call for such tests on each well at least every five years.

Peoples Gas' Negligent Conduct

78. Defendant PEOPLES GAS failed to maintain the L. McCord #2 in a leak-free condition, in violation of 62 Ill. Adm. Code 240.1852(b) and 62 Ill. Adm. Code 240.630(b).

79. Defendant PEOPLES GAS permitted natural gas and non-potable saltwater from the storage stratum to migrate into the Mahomet Aquifer System, in violation of 225 ILCS 725/1(2).

80. Defendant PEOPLES GAS permitted an unreasonable damage to the Mahomet Aquifer System, an underground fresh water supply, in violation of 225 ILCS 725/1(4).

81. Defendant PEOPLES GAS permitted the leakage of natural gas that resulted in natural gas escaping into the open air in excessive or unreasonable amounts, in violation of 225 ILCS 725/1(5).

82. Defendant PEOPLES GAS caused water contamination to the Mahomet Aquifer System through the discharge of natural gas and non-potable saltwater from a licensed and regulated underground gas storage field, in violation of 415 ILCS 5/12(a).

83. Defendant PEOPLES GAS caused the release of natural gas into the Mahomet Aquifer System to the extent that treatment is necessary to continue Plaintiffs' existing use of this groundwater resource, in violation of 35 Ill. Adm. Code 620.301(a)(3).

84. Defendant PEOPLES GAS caused the release of natural gas into the Mahomet Aquifer System to the extent that Plaintiffs' existing and potential use of this groundwater resource is now precluded, in violation of 35 Ill. Adm. Code 620.301(a)(3).

85. Defendant PEOPLES GAS permitted gas and non-potable saltwater to escape to the surface, in violation of 720 ILCS 5/47-5(13).

86. Defendant PEOPLES GAS permitted gas and non-potable saltwater to escape into an underground fresh water supply, in violation of 720 ILCS 5/47-5(13).

87. Defendant PEOPLES GAS permitted gas and non-potable saltwater to escape from one underground stratum to another, in violation of 720 ILCS 5/47-5(13).

88. Defendant PEOPLES GAS has damaged Plaintiffs' property through the release of natural gas and non-potable saltwater into their freshwater supply, in violation of the terms of the Gas Storage Grant - Oil and Gas Leases.

89. Defendant PEOPLES GAS failed to use due care to protect Plaintiffs' water supply, in violation of the terms of the Gas Storage Grant - Oil and Gas Leases.

90. Defendant PEOPLES GAS knew or in the exercise of reasonable care should have known that Manlove Field, specifically including the L. McCord #2, was operated and maintained in such a manner that a leak or other release of natural gas and/or non-potable saltwater was likely to occur.

91. Defendant PEOPLES GAS failed to perform Mechanical Integrity Testing of its gas injection/withdrawal wells pursuant to reasonable gas and oil industry standards, which call for such tests on each well at least every five (5) years.

92. In April 1995, Defendant PEOPLES GAS performed its only Mechanical Integrity Test of the L. McCord #2 prior to the blow-out event, 18 years after it was put into operation in 1977.

93. From April 1995 until 2015, when the L. McCord #2 had a blow-out event, a time span of 20 years, Defendant PEOPLES GAS failed to conduct any Mechanical Integrity Testing of the L. McCord #2.

94. Defendant PEOPLES GAS failed to perform Mechanical Integrity Testing of the L. McCord #2 after 1995, even though the results of the 1995 test showed significant corrosion, with up to 33% metal loss at certain points in the steel piping.

95. Defendant PEOPLES GAS failed to perform Mechanical Integrity Testing of the L. McCord #2 after 1995, even though this well was constructed with bare, unprotected steel and Defendant PEOPLES GAS knew or should have known that the expected corrosion rate for bare, unprotected steel is generally approximately 10 miles per year.

96. Defendant PEOPLES GAS has failed to implement reasonable measures to prevent natural gas leaks, demonstrated by a November 2016 survey of 76 of the injection/withdrawal wells it operates at Manlove Field, wherein 12 wells, 16% of those studied, had leaks of natural gas at the surface level.

97. Defendant PEOPLES GAS failed to properly maintain a method for cathodic protection at the L. McCord #2 by not having a proper amount of protective current.

98. Defendant PEOPLES GAS failed to properly maintain records required for an effective method of cathodic protection by not keeping records of CP groundbeds, timelines of their installation or any revisions thereto.

99. Defendant PEOPLES GAS failed to perform cathodic potential profile testing to determine levels of current on each well, including the L. McCord #2.

100. Defendant PEOPLES GAS failed to properly perform wall loss data logging to determine current state of the integrity of its wells.

101. Defendant PEOPLES GAS failed to have a corrosion monitoring program to track, trend and react to gas, liquid and corrosion rate sampling results and trends.

102. Defendant PEOPLES GAS failed to properly disclose the extent of the contamination and damage done to the Mahomet Aquifer System to area residents, government regulators or affected homeowners and farmers.

103. Defendant PEOPLES GAS failed to properly assess or investigate the extent, location or amount of the contamination, or who was affected by the large release of contamination, even after it was made aware of the fact of the contamination and that it had spread to nearby water wells.

104. Defendant PEOPLES GAS hired a public relations firm to perform “crisis management,” to deal directly with Plaintiffs and other affected homeowners in an effort to limit accurate and necessary information from becoming known to Plaintiffs and to the public at large.

105. Defendant PEOPLES GAS failed to provide affected homeowners, including some Plaintiffs, with the laboratory gas analysis results on water samples taken from their homes, though it had promised it would do so.

106. Defendant PEOPLES GAS failed to promptly inform affected homeowners, including some Plaintiffs, about the laboratory gas analysis results on water samples taken from their homes.

Contaminated Drinking Water

107. The natural gas stored at Manlove Field is composed predominantly of methane, but also contains ethane, propane, iso-butane, n-butane, iso-pentane, n-pentane, and hexanes +.

108. Methane is highly flammable and an asphyxiant in enclosed spaces.

109. According to the U.S. Department of Interior, the risk of explosion due to methane dissolved in water in a residential home is greatest in a shower or near a clothes washing machine because explosion risk is increased in confined areas where water is exposed and aerated in large volumes.

110. As such, the U.S. Department of Interior has adopted the following Recommended Action Levels for methane dissolved in water:

- a. **Immediate Action at 28 ppm or greater:** “A dissolved methane concentration greater than 28 mg/L indicates that potentially explosive or flammable quantities of the gas are being liberated in the well and/or may be liberated in confined areas of the home. This concentration of methane should result in immediate ventilation of the well head to the atmosphere. Additionally, methane concentration in excess of 28 mg/L may require further mitigation and modifications to the water supply system.”
- b. **Warning, Investigate at 10 ppm or greater:** “When a dissolved methane concentration exceeds 10 mg/L, it should be viewed as a warning that gas is not only present but that the concentration may be increasing. Appropriate actions would be to warn the occupants. This warning should include information that the concentration of methane is above 10 mg/L, and that remediation may be prudent to reduce the methane concentration to less than 10 mg/L. Additionally, the warning should include a recommendation that ignition sources be removed from the immediate area.”

111. The storage stratum is a saltwater aquifer that is non-potable because it is extremely high in sodium, chloride, magnesium, sulfate, iron, calcium, silica, hardness and dissolved solids.

112. At all times relevant to this suit, Plaintiffs relied upon well water drawn from wells located on their property for drinking water and other domestic uses, such as bathing, cooking, washing and appliance operation.

113. Upon information and belief, the blow-out at the injection/withdrawal well owned and operated by Defendant PEOPLES GAS contaminated the Plaintiffs' drinking water, property, and soil with natural gas and non-potable saltwater, including all of the aforementioned contaminants contained therein.

114. Laboratory testing has demonstrated that the Mahomet Aquifer System that services Plaintiffs' water wells, including in and around Plaintiffs' properties, has been contaminated with extremely high levels of methane, up to 92 ppm, in addition to ethane, propane, iso-butane, n-butane, iso-pentane, n-pentane and hexanes + due to the release of thermogenic gas from Manlove Field.

115. On or about October 20, 2017, Defendant PEOPLES GAS was ordered by a Champaign County Circuit Court in an action brought by the Illinois Attorney General's Office to, "immediately distribute and continue to distribute on a regular basis bottled water to any and all households whose water supply has been impacted."

116. Prior to the aforementioned court order, Defendant PEOPLES GAS had not supplied any bottled water to any Plaintiffs.

117. At all times between October 20, 2017, the date the order was entered, and on or about December 21, 2017, Defendant PEOPLES GAS failed to provide and/or pay for bottled water requested by any Plaintiffs, a direct violation of the aforementioned court order.

118. Defendant PEOPLES GAS continues to refuse to provide bottled water to the BARROWMAN Family.

Stanhope Family

119. Laboratory testing has demonstrated that the drinking water for the STANHOPE Family has been contaminated with methane and ethane, in addition to increased levels of iron and sodium.

120. In or about October 2016, the STANHOPE Family noticed they were having problems with their drinking water, including its quality, taste and pressure, as a result of the contamination, though the contamination was not known to them at the time.

121. Additionally, in or about 2017, the STANHOPE Family noticed they were having problems with their drinking water's smell, which was also a result of the contamination.

122. In addition to the aforementioned domestic uses, the STANHOPE Family used well water drawn from a well located on their property for agricultural use, namely for a vineyard, and also for animal husbandry.

123. At all times relevant hereto, the STANHOPE Family raised dogs for domestic use, and continue to do so today.

124. The dogs owned by the STANHOPE Family will not drink their water as a result of the contamination.

Jarrett Family

125. Laboratory testing has demonstrated that the drinking water for the JARRETT Family has been contaminated with methane and ethane.

126. In or about 2017, the JARRETT Family noticed they were having problems with their drinking water, including its quality, taste and pressure as a result of the contamination, though the contamination was not known to them at the time.

127. In addition to the aforementioned domestic uses, the JARRETT Family used well water drawn from a well located on their property for animal husbandry.

128. At all times relevant hereto, the JARRETT Family raised dogs and cats for domestic use, and continue to do so today.

129. The animals owned by the JARRETT Family will not drink their water as a result of the contamination.

Barrowman Family

130. Laboratory testing has demonstrated that the drinking water for the BARROWMAN Family has been contaminated with methane and ethane, in addition to increased levels of iron.

131. In or about 2017, the BARROWMAN Family noticed they were having problems with their drinking water, including its quality, taste and pressure as a result of the contamination, though the contamination was not known to them at the time.

Darla K. Dees

132. Laboratory testing has demonstrated that the drinking water for DARLA K. DEES has been contaminated with methane and ethane, in addition to increased levels of iron.

133. In or about August 2017, DARLA K. DEES noticed she was having problems with her drinking water, including its quality, taste and pressure as a result of the contamination, though the contamination was not known to her at the time.

134. In addition to the aforementioned domestic uses, DARLA K. DEES used well water drawn from a well located on her property for animal husbandry.

135. At all times relevant hereto, DARLA K. DEES raised dogs, cats, chickens and turtles for domestic use, and continues to do so today.

136. The animals owned by DARLA K. DEES will not drink her water as a result of the contamination.

Lykins Family

137. Laboratory testing has demonstrated that the drinking water for the LYKINS Family has been contaminated with methane, ethane and propane, in addition to increased levels of iron and sodium.

138. In or about 2017, the LYKINS Family noticed they were having problems with their drinking water, including its quality, taste and pressure as a result of the contamination, though the contamination was not known to them at the time.

139. In addition to the aforementioned domestic uses, the LYKINS Family used well water drawn from a well located on their property for commercial use, namely for a dog-breeding business, and for domestic animal husbandry.

140. At all times relevant hereto, the LYKINS Family bred and raised dogs for commercial purposes and domestic use, and continue to do so today.

141. The dogs owned by the LYKINS Family will not drink their water as a result of the contamination.

Crow Family

142. Laboratory testing has demonstrated that the drinking water for the CROW Family has been contaminated with methane and ethane, in addition to increased levels of arsenic, iron, and sodium.

143. In or about 2017, the CROW Family noticed they were having problems with their drinking water, including its quality, taste and pressure as a result of the contamination, though the contamination was not known to them at the time.

144. In addition to the aforementioned domestic uses, the CROW Family used well water drawn from a well located on their property for animal husbandry.

145. At all times relevant hereto, KENNETH BRUEHL raised a dog for domestic use, and continues to do so today.

146. The animal owned by KENNETH BRUEHL will not drink his water as a result of the contamination.

Kellner Family

147. Laboratory testing has demonstrated that the drinking water for the KELLNER Family has been contaminated with methane and ethane, in addition to increased levels of arsenic and iron.

148. In or about 2017, the KELLNER Family noticed they were having problems with their drinking water, including its quality, taste and pressure as a result of the contamination, though the contamination was not known to them at the time.

Stauffer Family

149. Laboratory testing has demonstrated that the drinking water for the STAUFFER Family has been contaminated with methane and ethane, in addition to increased levels of arsenic and iron.

150. In or about 2017, the STAUFFER Family noticed they were having problems with their drinking water, including its quality, taste and pressure as a result of the contamination, though the contamination was not known to them at the time.

151. In addition to the aforementioned domestic uses, the STAUFFER Family used well water drawn from a well located on their property for agricultural use, namely for farming and animal husbandry.

Foster Family

152. Laboratory testing has demonstrated that the drinking water for the FOSTER Family has been contaminated with methane and ethane.

153. In or about the summer of 2016, the FOSTER Family noticed they were having problems with their drinking water, including its quality, taste and pressure as a result of the contamination, though the contamination was not known to them at the time.

154. In or about the summer of 2016, the FOSTER Family had plumbing work done and incurred a cost for this work.

155. Sometime thereafter, but still in or about the summer of 2016, the FOSTER Family noticed that a water line from their water well was malfunctioning, which was a result of the contamination, though this was not known to them at the time.

156. Sometime thereafter, but still in or about the summer of 2016, the FOSTER Family had water well work done and incurred a cost for this work.

157. In or about October 2017, the FOSTER Family had additional plumbing work done, and incurred a cost for this work.

158. In addition to the aforementioned domestic uses, the FOSTER Family used well water drawn from a well located on their property for animal husbandry.

159. At all times relevant hereto, the FOSTER Family raised a dog for domestic use and continue to do so today.

160. The animal owned by the FOSTER Family will not drink their water as a result of the contamination.

COUNT I – NEGLIGENCE (STANHOPE FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and for Count I of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

161. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

162. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the STANHOPE Family has been highly contaminated with natural gas, non-potable saltwater and/or other chemical compounds and pollutants.

163. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous and/or dangerous event, a blow-out, that caused physical harm and property damage to the STANHOPE Family.

164. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the STANHOPE Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois Environmental Protection Agency.

165. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the STANHOPE Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system and physical damage to their plumbing.

166. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, the STANHOPE Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant PEOPLES GAS in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT II – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (STANHOPE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and for Count II of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

167. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

168. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

169. The business of Defendant PEOPLES GAS includes storing, receiving and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic and repulsive qualities.

170. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

171. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people, nor below land occupied for residential living.

172. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

173. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out, and as a result the drinking water for the STANHOPE Family has been highly contaminated with natural gas, non-potable saltwater and/or other chemical compounds and pollutants.

174. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous and/or dangerous event that caused physical harm and property damage to the STANHOPE Family.

175. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the STANHOPE Family have suffered and will continue to suffer injury to their persons through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois Environmental Protection Agency.

176. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the STANHOPE Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system and physical damage to their plumbing.

177. As a direct and proximate result of one or more of the aforementioned ultrahazardous activities by Defendant PEOPLES GAS, the STANHOPE Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT III – RES IPSA LOQUITUR (STANHOPE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and for Count III of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

178. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

179. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

180. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous and/or dangerous event that caused physical harm and property damage to the STANHOPE Family.

181. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including the L. McCord #2 well.

182. As a result of the aforementioned blow-out, the drinking water for the STANHOPE Family has been highly contaminated with natural gas, non-potable saltwater and/or other chemical compounds and pollutants.

183. As a direct and proximate result of the aforementioned blow-out, the STANHOPE Family have suffered and will continue to suffer injury to their persons through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois Environmental Protection Agency.

184. As a direct and proximate result of the aforementioned blow-out, the STANHOPE Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

185. As a direct and proximate result of the aforementioned blow-out, the STANHOPE Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (STANHOPE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and for Count IV of their Complaint at Law and in Equity against

Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

186. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

187. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2 well, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the STANHOPE Family, would cause severe emotional distress.

188. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the STANHOPE Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT V – PRIVATE NUISANCE (STANHOPE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and for Count V of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

189. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

190. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air and groundwater on the property owned and occupied by the STANHOPE Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

191. The aforementioned past, present and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the STANHOPE Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

192. Plaintiffs, the STANHOPE Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;

- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

193. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the STANHOPE Family, and warrant an award of punitive damages.

194. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the STANHOPE Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT VI – TRESPASS (STANHOPE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and for Count VI of their Complaint at Law and in Equity against

Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

195. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

196. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intruded upon the soil, air and groundwater on the property owned by the STANHOPE Family.

197. This trespass to land continues to this day and is likely to continue into the future.

198. Plaintiffs, the STANHOPE Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system and physical damage to their plumbing;

- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

199. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the STANHOPE Family, and warrant an award of punitive damages.

200. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the STANHOPE Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT VII – INJUNCTION (STANHOPE FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and for Count VII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

201. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

202. The STANHOPE Family have an interest in their right to have their soil, air and drinking water free from contamination from natural gas, non-potable saltwater and/or other chemical compounds and pollutants.

203. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air and drinking water on the property owned and occupied by Plaintiffs, the STANHOPE Family, with natural gas, non-potable saltwater and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

204. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the STANHOPE Family through the contamination of their soil, air and drinking water with natural gas, non-potable saltwater and/or other chemical compounds and pollutants was clearly wrongful and illegal.

205. The STANHOPE Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;

- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

206. The STANHOPE Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

207. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

208. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the STANHOPE Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the STANHOPE Family and many others.

209. The STANHOPE Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT VIII – BREACH OF CONTRACT (STANHOPE FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and for Count VIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

210. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

211. A document titled Gas Storage Grant - Oil and Gas Lease was recorded with the Champaign County Recorder between Defendant PEOPLES GAS and Cleo F. Siegmund and Wilma Brunn, the predecessors in title of the property now owned by the STANHOPE Family, in Book 668, Page 107, a true and accurate copy of which is attached hereto and incorporated herein as “Exhibit A.”

212. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the STANHOPE Family.

213. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the STANHOPE Family, namely through the exercise of the continued use of easements on their property with gas pipelines and/or subsurface gas storage.

214. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater and/or other chemical compounds and pollutants into the freshwater supply on the property

owned by the STANHOPE Family and upon which Defendant PEOPLES GAS owns, maintains and operates gas pipelines and/or stores gas.

215. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the STANHOPE Family and upon which Defendant PEOPLES GAS owns, maintains and operates gas pipelines and/or stores gas.

216. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the STANHOPE Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

217. The STANHOPE Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractually required duty of care.

218. The STANHOPE Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;

- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT IX – RESCISSION OF CONTRACT (STANHOPE FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count VIII for Breach of Contract, bring Count IX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

219. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

220. Plaintiffs, the STANHOPE Family, herein repeat and re-allege paragraphs 211 through 216 of Count VIII as though fully set herein.

221. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

222. Alternatively to the relief requested in Count VIII, the STANHOPE Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, GEORGE R. STANHOPE and SALLY STANHOPE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT X – NEGLIGENCE (JARRETT FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and for Count X of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

223. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

224. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the JARRETT Family has been highly contaminated with natural gas, non-potable saltwater and/or other chemical compounds and pollutants.

225. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the JARRETT Family.

226. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the JARRETT Family have suffered and will

continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois Environmental Protection Agency.

227. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the JARRETT Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system and physical damage to their plumbing.

228. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the JARRETT Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XI – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (JARRETT FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and for Count XI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

229. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

230. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

231. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic and repulsive qualities.

232. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

233. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people, nor below land occupied for residential living.

234. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

235. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the JARRETT

Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

236. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the JARRETT Family.

237. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the JARRETT Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

238. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the JARRETT Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

239. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the JARRETT Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XII – RES IPSA LOQUITUR (JARRETT FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and for Count XII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

240. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

241. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

242. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the JARRETT Family.

243. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

244. As a result of the aforementioned blow-out, the drinking water for the JARRETT Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

245. As a direct and proximate result of the aforementioned blow-out, the JARRETT Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

246. As a direct and proximate result of the aforementioned blow-out, the JARRETT Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

247. As a direct and proximate result of the aforementioned blow-out, the JARRETT Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XIII – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (JARRETT FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and for Count XIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

248. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

249. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the JARRETT Family, would cause severe emotional distress.

250. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the JARRETT Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XIV – PRIVATE NUISANCE (JARRETT FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and for Count XIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

251. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

252. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the JARRETT Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

253. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the JARRETT Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

254. Plaintiffs, the JARRETT Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

255. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice,

and/or deliberate violence or oppression to others, including the JARRETT Family, and warrant an award of punitive damages.

256. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the JARRETT Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XV – TRESPASS (JARRETT FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and for Count XV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

257. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

258. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the JARRETT Family.

259. This trespass to land continues to this day and is likely to continue into the future.

260. Plaintiffs, the JARRETT Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

261. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the JARRETT Family, and warrant an award of punitive damages.

262. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such

gross negligence as to indicate a wanton disregard of the rights of others, including the JARRETT Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XVI – INJUNCTION (JARRETT FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and for Count XVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

263. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

264. The JARRETT Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

265. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the JARRETT Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

266. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the JARRETT Family

through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

267. The JARRETT Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

268. The JARRETT Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

269. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

270. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the JARRETT Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the JARRETT Family and many others.

271. The JARRETT Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT XVII – BREACH OF CONTRACT (JARRETT FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and for Count XVII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

272. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

273. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and G.E. Wisegarver, individually and as Trustee for the Estate of Smith Wisegarver, deceased, and Marion Wisegarver, the predecessors in title of the property now owned by the JARRETT Family, in Book 673, Page 523, a true and accurate copy of which is attached hereto and incorporated herein as "Exhibit B."

274. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the JARRETT Family.

275. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the JARRETT Family, namely through the exercise of the continued use of easements on their property with gas pipelines and/or subsurface gas storage.

276. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the JARRETT Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

277. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the JARRETT Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

278. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the JARRETT Family with an alternative

source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

279. The JARRETT Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

280. The JARRETT Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT XVIII – RESCISSION OF CONTRACT (JARRETT FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count XVII for Breach of Contract, bring Count XVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

281. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

282. Plaintiffs, the JARRETT Family, herein repeat and re-allege paragraphs 273 through 278 of Count XVII as though fully set herein.

283. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

284. Alternatively to the relief requested in Count XVII, the JARRETT Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, JEFFREY A. JARRETT and PAULA J. JARRETT, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT XIX – NEGLIGENCE (BARROWMAN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and for Count XIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

285. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

286. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the BARROWMAN Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

287. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the BARROWMAN Family.

288. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the BARROWMAN Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

289. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the BARROWMAN Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

290. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the BARROWMAN Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XX – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (BARROWMAN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and for Count XX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

291. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

292. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

293. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is

inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

294. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

295. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

296. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

297. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the BARROWMAN Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

298. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the BARROWMAN Family.

299. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the BARROWMAN Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

300. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the BARROWMAN Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

301. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the BARROWMAN Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXI – RES IPSA LOQUITUR (BARROWMAN FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and for Count XXI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

302. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

303. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

304. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the BARROWMAN Family.

305. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

306. As a result of the aforementioned blow-out, the drinking water for the BARROWMAN Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

307. As a direct and proximate result of the aforementioned blow-out, the BARROWMAN Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

308. As a direct and proximate result of the aforementioned blow-out, the BARROWMAN Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

309. As a direct and proximate result of the aforementioned blow-out, the BARROWMAN Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an

amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXII – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (BARROWMAN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and for Count XXII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

310. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

311. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the BARROWMAN Family, would cause severe emotional distress.

312. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the BARROWMAN Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXIII – PRIVATE NUISANCE (BARROWMAN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and for Count XXIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

313. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

314. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the BARROWMAN Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

315. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the BARROWMAN Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

316. Plaintiffs, the BARROWMAN Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;

- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

317. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the BARROWMAN Family, and warrant an award of punitive damages.

318. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the BARROWMAN Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an

amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XXIV – TRESPASS (BARROWMAN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and for Count XXIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

319. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

320. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the BARROWMAN Family.

321. This trespass to land continues to this day and is likely to continue into the future.

322. Plaintiffs, the BARROWMAN Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;

- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

323. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the BARROWMAN Family, and warrant an award of punitive damages.

324. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the BARROWMAN Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XXV – INJUNCTION (BARROWMAN FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and for Count XXV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

325. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

326. The BARROWMAN Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

327. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the BARROWMAN Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

328. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the BARROWMAN Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

329. The BARROWMAN Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

330. The BARROWMAN Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

331. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

332. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the BARROWMAN Family, even though it has demonstrated over many years

an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the BARROWMAN Family and many others.

333. The BARROWMAN Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT XXVI – BREACH OF CONTRACT (BARROWMAN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and for Count XXVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

334. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

335. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Lulu Kuhns, the predecessor in title of the property now owned by the BARROWMAN Family, in Book 807, Page 82, a true and accurate copy of which is attached hereto and incorporated herein as “Exhibit C.”

336. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the BARROWMAN Family.

337. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the BARROWMAN Family, namely through the exercise of the continued use of easements on their property with gas pipelines and/or subsurface gas storage.

338. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the BARROWMAN Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

339. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the BARROWMAN Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

340. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the BARROWMAN Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

341. The BARROWMAN Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

342. The BARROWMAN Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT XXVII – RESCISSION OF CONTRACT (BARROWMAN FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count XXVI for Breach of Contract, bring Count XXVII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

343. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

344. Plaintiffs, the BARROWMAN Family, herein repeat and re-allege paragraphs 335 through 340 of Count XXVI as though fully set herein.

345. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

346. Alternatively to the relief requested in Count XXVI, the BARROWMAN Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, CONNIE L. BARROWMAN and ROBERT A. BARROWMAN, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT XXVIII – NEGLIGENCE (DARLA K. DEES vs. PEOPLES GAS)
A Separate Action in Law

NOW COMES Plaintiff, DARLA K. DEES, by and through her attorneys, Spiros Law, P.C., and for Count XXVIII of her Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

347. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

348. As a result of the aforementioned negligent acts and/or omissions, the drinking water for DARLA K. DEES has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

349. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to DARLA K. DEES.

350. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, DARLA K. DEES has suffered and will continue to suffer injury to her person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

351. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, DARLA K. DEES has suffered and will continue to suffer physical injury to her property, including the aforementioned contamination of her drinking water, contamination of her soil and landscape, physical damage to her water well system, and physical damage to her plumbing.

352. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, DARLA K. DEES has suffered and will continue to suffer diminution of value of her property.

WHEREFORE, Plaintiff, DARLA K. DEES, prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXIX – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (DARLA K. DEES vs. PEOPLES GAS)
A Separate Action in Law

NOW COMES Plaintiff, DARLA K. DEES, by and through her attorneys, Spiros Law, P.C., and for Count XXIX of her Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

353. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

354. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

355. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

356. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

357. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

358. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

359. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for DARLA K. DEES has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

360. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to DARLA K. DEES.

361. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, DARLA K. DEES has suffered and will continue to suffer injury to her person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

362. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, DARLA K. DEES has suffered and will continue to suffer physical injury to her property, including the aforementioned contamination of her

drinking water, contamination of her soil and landscape, physical damage to her water well system, and physical damage to her plumbing.

363. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, DARLA K. DEES has suffered and will continue to suffer diminution of value of her property.

WHEREFORE, Plaintiff, DARLA K. DEES, prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXX – RES IPSA LOQUITOR (DARLA K. DEES vs. PEOPLES GAS)
A Separate Action in Law

NOW COMES Plaintiff, DARLA K. DEES, by and through her attorneys, Spiros Law, P.C., and for Count XXX of her Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

364. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

365. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

366. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to DARLA K. DEES.

367. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

368. As a result of the aforementioned blow-out, the drinking water for DARLA K. DEES has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

369. As a direct and proximate result of the aforementioned blow-out, DARLA K. DEES has suffered and will continue to suffer injury to her person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

370. As a direct and proximate result of the aforementioned blow-out, DARLA K. DEES has suffered and will continue to suffer physical injury to her property, including the aforementioned contamination of her drinking water, contamination of her soil and landscape, physical damage to her water well system, and physical damage to her plumbing.

371. As a direct and proximate result of the aforementioned blow-out, the DARLA K. DEES has suffered and will continue to suffer diminution of value of her property.

WHEREFORE, Plaintiff, DARLA K. DEES, prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXXI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (DARLA K. DEES vs. PEOPLES GAS)
A Separate Action in Law

NOW COMES Plaintiff, DARLA K. DEES, by and through her attorneys, Spiros Law, P.C., and for Count XXXI of her Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

372. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

373. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including DARLA K. DEES, would cause severe emotional distress.

374. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, DARLA K. DEES suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiff, DARLA K. DEES, prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXXII – PRIVATE NUISANCE (DARLA K. DEES vs. PEOPLES GAS)

A Separate Action in Law

NOW COMES Plaintiff, DARLA K. DEES, by and through her attorneys, Spiros Law, P.C., and for Count XXXII of her Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

375. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

376. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by DARLA K. DEES is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of her interest in the use and enjoyment of her land;
- b. It is offensive physically to her senses and makes her life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

377. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by DARLA K. DEES is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

378. Plaintiff, DARLA K. DEES, has been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of her home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in her home;
- e. Injury to her person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to her person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to her property, including the aforementioned contamination of her drinking water, contamination of her soil and landscape, physical damage to her water well system, and physical damage to her plumbing;
- h. Physical invasion to her property, including the aforementioned physical invasion to her drinking water and physical invasion to her soil and landscape; and/or
- i. Diminution of value of her property.

379. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including DARLA K. DEES, and warrant an award of punitive damages.

380. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including DARLA K. DEES, and warrant an award of punitive damages.

WHEREFORE, Plaintiff, DARLA K. DEES, prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XXXIII – TRESPASS (DARLA K. DEES vs. PEOPLES GAS)

A Separate Action in Law

NOW COMES Plaintiff, DARLA K. DEES, by and through her attorneys, Spiros Law, P.C., and for Count XXXIII of her Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

381. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

382. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by DARLA K. DEES.

383. This trespass to land continues to this day and is likely to continue into the future.

384. Plaintiff, DARLA K. DEES, has been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of her home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to her person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to her person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to her property, including the aforementioned contamination of their drinking water, contamination of her soil and landscape, physical damage to her water well system, and physical damage to her plumbing;
- h. Physical invasion to her property, including the aforementioned physical invasion to her drinking water and physical invasion to her soil and landscape; and/or
- i. Diminution of value of her property.

385. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including DARLA K. DEES, and warrant an award of punitive damages.

386. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such

gross negligence as to indicate a wanton disregard of the rights of others, including DARLA K. DEES, and warrant an award of punitive damages.

WHEREFORE, Plaintiff, DARLA K. DEES, prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XXXIV – INJUNCTION (DARLA K. DEES vs. PEOPLES GAS)
A Separate Action in Equity

NOW COMES Plaintiff, DARLA K. DEES, by and through their attorneys, Spiros Law, P.C., and for Count XXXIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

387. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

388. DARLA K. DEES has an interest in her right to have her soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

389. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiff, DARLA K. DEES, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

390. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by DARLA K. DEES

through the contamination of her soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

391. DARLA K. DEES will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of her home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to her person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to her person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to her property, including the aforementioned contamination of her drinking water, contamination of her soil and landscape, physical damage to her water well system, and physical damage to her plumbing;
- h. Physical invasion to her property, including the aforementioned physical invasion to her drinking water and physical invasion to her soil and landscape; and/or
- i. Diminution of value of her property.

392. DARLA K. DEES has no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

393. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

394. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by DARLA K. DEES, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by DARLA K. DEES and many others.

395. DARLA K. DEES will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiff, DARLA K. DEES, prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT XXXV – BREACH OF CONTRACT (DARLA K. DEES vs. PEOPLES GAS)
A Separate Action in Law

NOW COMES Plaintiff, DARLA K. DEES, by and through her attorneys, Spiros Law, P.C., and for Count XXXV of her Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

396. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

397. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Cleo F. Siegmund and Wilma Brunn, the predecessors in title of the property now owned by DARLA K. DEES, in Book 668, 107, a true and accurate copy of which is attached hereto and incorporated herein as "Exhibit A."

398. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and DARLA K. DEES.

399. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of DARLA K. DEES, namely through the exercise of the continued use of easements on their property with gas pipelines and/or subsurface gas storage.

400. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by DARLA K. DEES and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

401. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by DARLA K. DEES and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

402. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide DARLA K. DEES with an alternative source

of freshwater for domestic and agricultural use following its contamination of their freshwater source.

403. DARLA K. DEES is entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

404. DARLA K. DEES has been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of her home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in her home;
- e. Injury to her person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to her person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to her property, including the aforementioned contamination of her drinking water, contamination of her soil and landscape, physical damage to her water well system, and physical damage to her plumbing;
- h. Physical invasion to her property, including the aforementioned physical invasion to her drinking water and physical invasion to her soil and landscape; and/or
- i. Diminution of value of her property.

WHEREFORE, Plaintiff, DARLA K. DEES prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT XXXVI – RESCISSION OF CONTRACT (DARLA K. DEES vs. PEOPLES GAS)
A Separate Action in Equity

NOW COMES Plaintiff, DARLA K. DEES, by and through her attorneys, Spiros Law, P.C., and, alternatively to Count XXXV for Breach of Contract, brings Count XXXVI of her Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, alleges and states as follows:

405. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

406. Plaintiff, DARLA K. DEES, herein repeats and re-alleges paragraphs 397 through 402 of Count XXXV as though fully set herein.

407. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

408. Alternatively to the relief requested in Count XXXV, DARLA K. DEES seeks rescission of the aforementioned contract.

WHEREFORE, Plaintiff, DARLA K. DEES, prays this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT XXXVII – NEGLIGENCE (LYKINS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and for Count XXXVII of their Complaint at Law and in Equity against

Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

409. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

410. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the LYKINS Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

411. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the LYKINS Family.

412. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the LYKINS Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

413. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the LYKINS Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

414. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the LYKINS Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXXVIII – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (LYKINS FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and for Count XXXVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

415. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

416. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

417. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

418. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

419. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

420. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

421. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the LYKINS Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

422. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the LYKINS Family.

423. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the LYKINS Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

424. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the LYKINS Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination

of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

425. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the LYKINS Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXXIX – RES IPSA LOQUITOR (LYKINS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and for Count XXXIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

426. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

427. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

428. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the LYKINS Family.

429. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

430. As a result of the aforementioned blow-out, the drinking water for the LYKINS Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

431. As a direct and proximate result of the aforementioned blow-out, the LYKINS Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

432. As a direct and proximate result of the aforementioned blow-out, the LYKINS Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

433. As a direct and proximate result of the aforementioned blow-out, the LYKINS Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XL – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (LYKINS FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and for Count XL of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

434. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

435. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the LYKINS Family, would cause severe emotional distress.

436. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the LYKINS Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XLI – PRIVATE NUISANCE (LYKINS FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and for Count XLI of their Complaint at Law and in Equity against

Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

437. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

438. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the LYKINS Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

439. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the LYKINS Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

440. Plaintiffs, the LYKINS Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;

- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

441. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the LYKINS Family, and warrant an award of punitive damages.

442. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the LYKINS Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XLII – TRESPASS (LYKINS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and for Count XLII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

443. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

444. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the LYKINS Family.

445. This trespass to land continues to this day and is likely to continue into the future.

446. Plaintiffs, the LYKINS Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;

- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

447. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the LYKINS Family, and warrant an award of punitive damages.

448. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the LYKINS Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XLIII – INJUNCTION (LYKINS FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and for Count XLIII of their Complaint at Law and in Equity against

Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

449. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

450. The LYKINS Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

451. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the LYKINS Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

452. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the LYKINS Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

453. The LYKINS Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;

- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

454. The LYKINS Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

455. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

456. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the LYKINS Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the LYKINS Family and many others.

457. The LYKINS Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT XLIV – BREACH OF CONTRACT (LYKINS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and for Count XLIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

458. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

459. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Cecelia M. Rapp, the predecessor in title of the property now owned by the LYKINS Family, in Book 667, Page 121, a true and accurate copy of which is attached hereto and incorporated herein as “Exhibit D.”

460. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the LYKINS Family.

461. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the LYKINS Family, namely through the exercise of the continued use of easements on their property with gas pipelines and/or subsurface gas storage.

462. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the LYKINS Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

463. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the LYKINS Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

464. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the LYKINS Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

465. The LYKINS Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

466. The LYKINS Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;

- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT XLV – RESCISSION OF CONTRACT (LYKINS FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count XLIV for Breach of Contract, bring Count XLV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

467. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

468. Plaintiffs, the LYKINS Family, herein repeat and re-allege paragraphs 459 through 464 of Count XLIV as though fully set herein.

469. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

470. Alternatively to the relief requested in Count XLIV, the LYKINS Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, TODD H. LYKINS and GINA L. LYKINS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT XLVI – NEGLIGENCE (CROW FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and for Count XLVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

471. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

472. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the CROW Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

473. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the CROW Family.

474. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the CROW Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

475. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the CROW Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

476. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the CROW Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XLVII – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (CROW FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and for Count XLVII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

477. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

478. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

479. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

480. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

481. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

482. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

483. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the CROW Family

has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

484. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the CROW Family.

485. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the CROW Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

486. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the CROW Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

487. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the CROW Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XLVIII – RES IPSA LOQUITOR (CROW FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and for Count XLVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

488. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

489. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

490. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the CROW Family.

491. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

492. As a result of the aforementioned blow-out, the drinking water for the CROW Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

493. As a direct and proximate result of the aforementioned blow-out, the CROW Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

494. As a direct and proximate result of the aforementioned blow-out, the CROW Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

495. As a direct and proximate result of the aforementioned blow-out, the CROW Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

**COUNT XLIX – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (CROW FAMILY vs. PEOPLES
GAS)**
A Separate Action in Law

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and for Count XLIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

496. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

497. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the CROW Family, would cause severe emotional distress.

498. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the CROW Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT L – PRIVATE NUISANCE (CROW FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and for Count L of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

499. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

500. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the CROW Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

501. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the CROW Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

502. Plaintiffs, the CROW Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

503. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice,

and/or deliberate violence or oppression to others, including the CROW Family, and warrant an award of punitive damages.

504. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the CROW Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT LI – TRESPASS (CROW FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and for Count LI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

505. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

506. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the CROW Family.

507. This trespass to land continues to this day and is likely to continue into the future.

508. Plaintiffs, the CROW Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

509. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the CROW Family, and warrant an award of punitive damages.

510. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such

gross negligence as to indicate a wanton disregard of the rights of others, including the CROW Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT LII – INJUNCTION (CROW FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and for Count LII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

511. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

512. The CROW Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

513. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the CROW Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

514. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the CROW Family

through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

515. The CROW Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

516. The CROW Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

517. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

518. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the CROW Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the CROW Family and many others.

519. The CROW Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT LIII – BREACH OF CONTRACT (CROW FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and for Count LIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

520. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

521. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Leone Foster, J.F. Foster, Alice Andrews, and Arthur C. Andrews, whom Defendant PEOPLES GAS has claimed are the predecessors in title of the property now owned by the CROW Family, though the CROW Family contends otherwise, in Book 668, Page 678, a true and accurate copy of which is attached hereto and incorporated herein as "Exhibit E."

522. Defendant PEOPLES GAS claims that the terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the CROW Family, though the CROW Family contends otherwise.

523. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the CROW Family, namely through the exercise of the continued use of the gas storage easement on their property.

524. If Defendant PEOPLES GAS is correct that the Gas Storage Grant - Oil and Gas Lease is binding and enforceable, it has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the CROW Family.

525. If Defendant PEOPLES GAS is correct that the Gas Storage Grant - Oil and Gas Lease is binding and enforceable, it has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the CROW Family.

526. If Defendant PEOPLES GAS is correct that the Gas Storage Grant - Oil and Gas Lease is binding and enforceable, it has breached the terms of the aforementioned Gas Storage Grant

- Oil and Gas Lease by failing to provide the CROW Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

527. If Defendant PEOPLES GAS is correct that the Gas Storage Grant - Oil and Gas Lease is binding and enforceable, the CROW Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

528. If Defendant PEOPLES GAS is correct that the Gas Storage Grant - Oil and Gas Lease is binding and enforceable, the CROW Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or

i. Diminution of value of their property.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper if the Gas Storage Grant - Oil and Gas Lease is found to be a binding and enforceable contract.

COUNT LIV – RESCISSION OF CONTRACT (CROW FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, NAOMI CROW and KENNETH BRUEHL, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count LIII for Breach of Contract, bring Count LIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

529. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

530. Plaintiffs, the CROW Family, herein repeat and re-allege paragraphs 521 through 526 of Count LIV as though fully set herein.

531. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

532. Alternatively to the relief requested in Count LIII, the CROW Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, NAOMI CROW and KENNETH BRUEHL, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for

restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT LV – NEGLIGENCE (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and for Count LV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

533. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

534. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the KELLNER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

535. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the KELLNER Family.

536. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the KELLNER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

537. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the KELLNER Family have suffered and will

continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

538. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the KELLNER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LVI – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and for Count LVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

539. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

540. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large

amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

541. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

542. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

543. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

544. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

545. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the KELLNER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

546. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the KELLNER Family.

547. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the KELLNER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

548. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the KELLNER Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

549. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the KELLNER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LVII – RES IPSA LOQUITUR (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and for Count LVII of

their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

550. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

551. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

552. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the KELLNER Family.

553. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

554. As a result of the aforementioned blow-out, the drinking water for the KELLNER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

555. As a direct and proximate result of the aforementioned blow-out, the KELLNER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

556. As a direct and proximate result of the aforementioned blow-out, the KELLNER Family have suffered and will continue to suffer physical injury to their property, including the

aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

557. As a direct and proximate result of the aforementioned blow-out, the KELLNER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LVIII – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and for Count LVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

558. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

559. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the KELLNER Family, would cause severe emotional distress.

560. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the KELLNER Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LIX – PRIVATE NUISANCE (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and for Count LIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

561. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

562. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the KELLNER Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or

- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

563. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the KELLNER Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

564. Plaintiffs, the KELLNER Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

565. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice,

and/or deliberate violence or oppression to others, including the KELLNER Family, and warrant an award of punitive damages.

566. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the KELLNER Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT LX – TRESPASS (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and for Count LX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

567. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

568. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned

and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the KELLNER Family.

569. This trespass to land continues to this day and is likely to continue into the future.

570. Plaintiffs, the KELLNER Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

571. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the KELLNER Family, and warrant an award of punitive damages.

572. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the KELLNER Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT LXI – INJUNCTION (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and for Count LXI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

573. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

574. The KELLNER Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

575. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs,

the KELLNER Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

576. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the KELLNER Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

577. The KELLNER Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

578. The KELLNER Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

579. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

580. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the KELLNER Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the KELLNER Family and many others.

581. The KELLNER Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT LXII – BREACH OF CONTRACT (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next

friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and for Count LXII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

582. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

583. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and G.E. Wisegarver, individually and as Trustee for the Estate of Smith Wisegarver, deceased, and Marion Wisegarver, the predecessors in title of the property now owned by the KELLNER Family, in Book 673, Page 523, a true and accurate copy of which is attached hereto and incorporated herein as "Exhibit B."

584. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the KELLNER Family.

585. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the KELLNER Family, namely through the exercise of the continued use of easements on their property with gas pipelines and/or subsurface gas storage.

586. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the KELLNER Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

587. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the KELLNER Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

588. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the KELLNER Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

589. The KELLNER Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

590. The KELLNER Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;

- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT LXIII – RESCISSION OF CONTRACT (KELLNER FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count LXII for Breach of Contract, bring Count LXIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

591. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

592. Plaintiffs, the KELLNER Family, herein repeat and re-allege paragraphs 583 through 588 of Count LXII as though fully set herein.

593. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

594. Alternatively to the relief requested in Count LXII, the KELLNER Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, MICHAEL R. KELLNER, JILL E. KELLNER, JILL E. KELLNER as next friend of L.R.K., a minor, JILL E. KELLNER as next friend of S.H.K., a minor, and JILL E. KELLNER as next friend of H.D.K., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT LXIV – NEGLIGENCE (STAUFFER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and for Count LXIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

595. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

596. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the STAUFFER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

597. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the STAUFFER Family.

598. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the STAUFFER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

599. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the STAUFFER Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

600. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the STAUFFER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

**COUNT LXV – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (STAUFFER FAMILY vs.
PEOPLES GAS)**
A Separate Action in Law

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and for Count LXV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

601. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

602. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

603. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

604. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

605. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

606. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

607. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the STAUFFER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

608. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the STAUFFER Family.

609. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the STAUFFER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

610. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the STAUFFER Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

611. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the STAUFFER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LXVI – RES IPSA LOQUITUR (STAUFFER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and for Count LXVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

612. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

613. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

614. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the STAUFFER Family.

615. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

616. As a result of the aforementioned blow-out, the drinking water for the STAUFFER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

617. As a direct and proximate result of the aforementioned blow-out, the STAUFFER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

618. As a direct and proximate result of the aforementioned blow-out, the STAUFFER Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

619. As a direct and proximate result of the aforementioned blow-out, the STAUFFER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LXVII – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (STAUFFER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and for Count LXVII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

620. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

621. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the STAUFFER Family, would cause severe emotional distress.

622. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the STAUFFER Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LXVIII – PRIVATE NUISANCE (STAUFFER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and for Count LXVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

623. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

624. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the STAUFFER Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

625. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the STAUFFER Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

626. Plaintiffs, the STAUFFER Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or

i. Diminution of value of their property.

627. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the STAUFFER Family, and warrant an award of punitive damages.

628. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the STAUFFER Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT LXIX – TRESPASS (STAUFFER FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and for Count LXIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

629. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

630. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned

and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the STAUFFER Family.

631. This trespass to land continues to this day and is likely to continue into the future.

632. Plaintiffs, the STAUFFER Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

633. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the STAUFFER Family, and warrant an award of punitive damages.

634. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the STAUFFER Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT LXX – INJUNCTION (STAUFFER FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and for Count LXX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

635. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

636. The STAUFFER Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

637. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the STAUFFER Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

638. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the STAUFFER Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

639. The STAUFFER Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

640. The STAUFFER Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

641. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

642. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the STAUFFER Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the STAUFFER Family and many others.

643. The STAUFFER Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT LXXI – BREACH OF CONTRACT (STAUFFER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and for Count LXXI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

644. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

645. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Roy W. Hannah and May E. Hannah, the predecessors in title of the property now owned by the STAUFFER Family, in Book 668, Page 41, a true and accurate copy of which is attached hereto and incorporated herein as "Exhibit F."

646. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the STAUFFER Family.

647. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the STAUFFER Family, namely through the exercise of the continued use of easements on their property with gas pipelines and/or subsurface gas storage.

648. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the STAUFFER Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

649. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the STAUFFER Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

650. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the STAUFFER Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

651. The STAUFFER Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

652. The STAUFFER Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT LXXII – RESCISSION OF CONTRACT (STAUFFER FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count LXXI for Breach of Contract, bring Count LXXII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

653. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

654. Plaintiffs, the STAUFFER Family, herein repeat and re-allege paragraphs 645 through 650 of Count LXXI as though fully set herein.

655. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

656. Alternatively to the relief requested in Count LXXI, the STAUFFER Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, HERB F. STAUFFER, LILY M. STAUFFER, and KAREN G. STAUFFER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT LXXIII – NEGLIGENCE (FOSTER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for Count LXXIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

657. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

658. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the FOSTER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

659. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the FOSTER Family.

660. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the FOSTER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

661. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the FOSTER Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

662. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the FOSTER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LXXIV – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (FOSTER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for Count LXXIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

663. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

664. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

665. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is

inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

666. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

667. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

668. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

669. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the FOSTER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

670. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the FOSTER Family.

671. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the FOSTER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

672. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the FOSTER Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

673. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the FOSTER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LXXV – RES IPSA LOQUITUR (FOSTER FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for Count LXXV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

674. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

675. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

676. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the FOSTER Family.

677. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

678. As a result of the aforementioned blow-out, the drinking water for the FOSTER Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

679. As a direct and proximate result of the aforementioned blow-out, the FOSTER Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

680. As a direct and proximate result of the aforementioned blow-out, the FOSTER Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

681. As a direct and proximate result of the aforementioned blow-out, the FOSTER Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LXXVI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (FOSTER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for Count LXXVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

682. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

683. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the FOSTER Family, would cause severe emotional distress.

684. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the FOSTER Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT LXXVII – PRIVATE NUISANCE (FOSTER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for Count LXXVII of their Complaint at Law and in Equity against

Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

685. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

686. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the FOSTER Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

687. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the FOSTER Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

688. Plaintiffs, the FOSTER Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;

- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

689. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the FOSTER Family, and warrant an award of punitive damages.

690. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the FOSTER Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT LXXIX – TRESPASS (FOSTER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for Count LXXIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

691. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

692. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the FOSTER Family.

693. This trespass to land continues to this day and is likely to continue into the future.

694. Plaintiffs, the FOSTER Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;

- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

695. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the FOSTER Family, and warrant an award of punitive damages.

696. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the FOSTER Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT LXXX – INJUNCTION (FOSTER FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for Count LXXX of their Complaint at Law and in Equity against

Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

697. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

698. The FOSTER Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

699. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the FOSTER Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

700. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the FOSTER Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

701. The FOSTER Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;

- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

702. The FOSTER Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

703. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

704. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the FOSTER Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the FOSTER Family and many others.

705. The FOSTER Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT LXXXI – BREACH OF CONTRACT (FOSTER FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and for Count LXXXI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

706. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

707. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Jason C. Dozier and Hattie A. Dozier, the predecessor in title of the property now owned by the FOSTER Family, in Book 805, Page 107, a true and accurate copy of which is attached hereto and incorporated herein as “Exhibit G.”

708. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the FOSTER Family.

709. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the FOSTER Family, namely through the exercise of the continued use of easements on their property with gas pipelines and/or subsurface gas storage.

710. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the FOSTER Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

711. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the FOSTER Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines and/or stores gas.

712. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the FOSTER Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

713. The FOSTER Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

714. The FOSTER Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;

- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT LXXXII – RESCISSION OF CONTRACT (FOSTER FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count LXXXI for Breach of Contract, bring Count LXXXII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

715. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 2 through 160 of the Allegations Common To All Counts as though fully set herein.

716. Plaintiffs, the FOSTER Family, herein repeat and re-allege paragraphs 707 through 712 of Count LXXXII as though fully set herein.

717. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

718. Alternatively to the relief requested in Count LXXXI, the FOSTER Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, DUANE J. FOSTER and TERESA J. FOSTER, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

GEORGE R. STANHOPE, *et al.*, Plaintiffs

BY: /s/ James D. Spiros
 OF SPIROS LAW, P.C.

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2807 N. Vermilion, Suite 3, Danville, IL 61832
Telephone: 217.443.4343

This instrument dated this 23rd day of March, 1961 by Cleo F. Siegmund, a spinster; and Wilma Brunn, a divorcee not since remarried,

hereinafter referred to as "Grantors" (whether one or more),

WITNESSETH:

That Grantors, owners of the following described land in Champaign County, Illinois, to-wit:

The South 16 acres of the North 66 acres of the West Half of the Southeast Quarter of Section 15, Township 21 North, Range 7 East of the Third Principal Meridian and the South 14 acres of the West Half of the Southeast Quarter of Section 15, Township 21 North, Range 7 East of the Third Principal Meridian, except a portion thereof owned by the Board of Trustees of Shiloh Methodist Church and a tract owned by the Town of Newcomb, said combined tracts being described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 15, Township 21 North, Range 7 East of the Third Principal Meridian, and running thence North 454.4 feet; thence East 13 rods; thence South 240 feet; thence East 100 feet; thence South 100.5 feet; thence East 60 feet; thence South 114 feet to the South line of said Section 15; thence West on said South Section line, 374.5 feet to the place of beginning,

containing 28 acres more or less, hereinafter referred to as "said land",

For and in consideration of the payment of Five Dollars per acre, receipt of which is hereby acknowledged, and other good and valuable considerations do hereby GRANT, CONVEY and WARRANT unto THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, hereinafter referred to as "Grantee", its successors and assigns, in respect to said land, the exclusive right, privilege and authority to introduce natural gas or other gases or vapors (all herein referred to as "gas") into any geological strata underlying said land not containing oil or gas in commercial quantities (all such strata being referred to as the "Storage Reservoir"); to store gas in the Storage Reservoir and to retain the possession of gas so stored as personal property; to remove gas (with any water vapors absorbed) from the Storage Reservoir; and to use, hold and occupy the Storage Reservoir for all such purposes and in connection therewith and with exploratory operations incidental thereto, the further right, privilege and easement to conduct geological or geophysical surveys and to drill, install, maintain, renew, operate, move and remove at locations selected by Grantee such wells, pipelines, electric lines and other structures, equipment and appurtenances as Grantee may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Grantee, including well casings; to have the right of ingress and egress to, from and across said land at necessary points; and to do and perform such other acts and things as may be necessary for all foregoing purposes; all as part of and in connection with the gas storage project for the storage of gas to be conducted on and under said land and lands in the vicinity thereof; and Grantors hereby expressly release and waive any right of homestead.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, all subject, however, to the following covenants and provisions:

- In the event the consideration heretofore or contemporaneously paid for the rights herein granted is at a rate not in excess of Forty-five Dollars (\$45.00) per acre, Grantee shall pay Grantor each calendar year, until the rights granted hereunder are abandoned and released, an additional consideration a sum equal to Two Dollars (\$2.00) per acre. Payments for each calendar year shall be made on or before May 1 of such calendar year. Failure to make payment on its due date shall not result in a forfeiture of this Agreement.
- For each observation well and appurtenances drilled upon the said land, Grantee shall pay Grantors the sum of \$250.00, and Grantee shall have and hold determinable fee simple title to an area in the form of a rectangle 25 x 50 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee shall pay Grantors for each injection-withdrawal well drilled the sum of \$1,000, and Grantee shall have and hold a determinable fee simple title to an area in the form of a rectangle 200 x 100 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee may have the temporary use of an area adjoining any such well sites for operations incident to the maintenance and repair of wells drilled thereon. Grantee shall give Grantors 30 days' notice of its intention to have and hold any of the well sites herein provided for, by U.S. Mail at Grantors' last known address or in care of the depository herein designated, together with a location survey and legal description of such well site/s, and shall at the same time tender the payments in this paragraph provided for. Upon tender of payment as aforesaid, and the expiration of the 30 day notice period, Grantee shall thereafter have and hold the well site/s described in said notice in fee simple determinable, for so long a period of time as said site/s or the equipment thereon is used by Grantee in any manner in connection with the underground storage of gas, or the extraction of minerals by Grantee. Upon the request of Grantee, Grantors shall furnish any and all documents requested by Grantee to evidence Grantee's title to such well sites, including, without limitation, general warranty deeds upon the terms herein set forth. If Grantors' title to any such well sites shall terminate for non-user as herein provided, Grantee shall, at the request of Grantors, furnish to Grantors a release of any interest Grantee may have in said well sites provided, however, that Grantee may reserve unto itself the exclusive right and privilege to store natural gas thereunder.
- Grantee shall have the option until March 1, 1965, to acquire rights of way and easements for the installation of pipelines and appurtenant facilities (inclusive of electric lines laid in the same trench) across said land which shall include the right to operate, repair, maintain, remove and replace such facilities, and Grantee shall have the right to use in connection therewith a strip of land of the width hereinafter set forth, at the following prices per lineal foot: for pipelines twenty-four (24) inches or more in diameter, ten dollars (\$10.00); for pipelines less than twenty-four (24) inches and more than sixteen (16) inches in diameter, a 50-foot strip, seven dollars and fifty cents (\$7.50); for pipelines sixteen (16) inches or less in diameter, a 30-foot strip, five dollars (\$5.00). Payment as aforesaid, for each and every pipeline proposed to be installed by Grantee, shall be made by Grantee within thirty (30) days after Grantee has notified Grantors, by U.S. Mail, of its election to acquire the rights of way for the future construction of said pipelines. It is agreed that a pipeline need not be laid in the center of its right of way strip. Grantee shall pay Grantors or their tenants, as their respective interests may appear, for all damages occasioned by the installation, operation, repair, maintenance, removal or replacement of any of said facilities. Grantee shall bury and maintain all pipelines and electric lines (except electric lines laid within public highway rights of way) below plow depth, and on removal or abandonment of any of the facilities authorized hereunder, shall restore the surface of said land, as nearly as practicable, to its original condition. All pipelines shall be located on or within fifty (50) feet of a highway right of way line, section line or quarter section line, or established fence line. If Grantee shall have exercised the option granted in this paragraph and shall have laid a pipeline and shall thereafter remove said pipeline and replace it with another pipeline of the same or lesser diameter, Grantee shall not be obligated to pay Grantors additional compensation for the right of way. If Grantee shall remove a pipeline and replace it with a pipeline of greater diameter, Grantee shall pay Grantors the difference in compensation, if any, between that already paid Grantors for the pipeline removed and that which Grantee would have paid if the replacement pipeline had been laid in the first instance.
- All existing tile lines or drains that may be cut or disturbed by the laying of pipelines shall be repaired by Grantee in good and workmanlike manner, with tile drains supported by substantial iron supports where required, to the end that such construction shall not result in disturbance or interference with tiles and drains nor interfere with the natural drainage of said land. Grantee agrees that if future tiling unavoidably intersects a pipeline, Grantee will undertake such measures or install such facilities necessary to insure the proper functioning of such tile, including continuous flow beyond the pipeline.
- Grantee in selecting the location for any of the above mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling on Grantor's property unless Grantor agrees, in writing, to the location of such well at a lesser distance therefrom.
- Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantor's water supply. In the event it is demonstrated that a source of water supply presently used by Grantor is interrupted by Grantee's operation, Grantee shall provide an alternate source of water to Grantor for domestic and agricultural use during such period as Grantor's water supply is so interrupted.
- All payments hereunder may be made direct to the Grantors or deposited to the credit of Grantors at The Commercial Bank of Champaign, or its successors, which is hereby made the lawful agent of Grantors to receive and credit said payments and shall continue as the depository of any and all sums payable under this Agreement regardless of any change in ownership of said land. In the event that all or any part of the premises under this Agreement are transferred to any heirs, devisees, grantees, or successors of the Grantors, Grantee shall continue to make the payment to the Grantors as above provided until furnished with (a) proper certified legal documents of such a transfer to enable Grantee to identify the premises so transferred and (b) a statement advising Grantee of the person or agent to which payment shall be made in lieu of the person or agent previously designated herein. Payments made in accordance with this paragraph shall be considered in full compliance with the provisions of this Agreement.
- Grantee and Grantors shall cooperate in securing a division of the taxes assessed upon said land, so that the interests of Grantee in the storage reservoir easements, well sites and appurtenant surface rights will be separately assessed from the interest of Grantors in said land. Grantors and Grantee covenant and agree that each will satisfy all taxes properly levied upon its interest in said land.
- If Grantee shall permanently abandon the storage of gas under said land and shall not at such time be exercising any of the rights granted by the oil and gas lease portion of this instrument, Grantee shall furnish Grantors a duly executed and recordable release of the rights herein granted.

Because of the possibility, however slight, that deposits of oil, gas or other gaseous or liquid hydrocarbons may be discovered in the course of the storage operations referred to above, Grantors do, for the consideration hereinabove stated, and the royalties herein-after provided, further hereby lease and let said land exclusively to Grantee, its successors and assigns, for the purpose of investigating, exploring, drilling, prospecting and mining for and producing oil, gas and all other gaseous or liquid hydrocarbons, and grant to Grantee all other rights, privileges and easements necessary or convenient to the enjoyment thereof, all such rights being hereinafter referred to as leasehold rights. Grantee's right, granted by this paragraph, to produce minerals, shall be limited to those minerals found 500 feet or more below the surface of said land.

TO HAVE AND TO HOLD such leasehold rights unto Grantee, its successors and assigns until March 1, 1965 and so long thereafter as oil, gas or other gaseous or liquid hydrocarbons are produced from ~~oil, gas or other gaseous or liquid hydrocarbons~~ under said land.

In the event such oil, gas, or any other gaseous or liquid hydrocarbon is discovered in commercial quantities Grantee agrees to pay royalties to Grantors, their heirs and assigns, upon the production of such oil, gas or other gaseous or liquid hydrocarbons, as follows:

(a) on oil produced and sold from said land, 1/4 of the amount realized from such sale;

(b) on gas, including casinghead gas or other gaseous hydrocarbons produced and sold from said land, 1/4 of the amount realized from such sale.

In the event oil, gas or other gaseous or liquid hydrocarbons are discovered and produced in commercial quantities in a formation in which Grantee is not storing gas or producing gas, oil or other gaseous or liquid hydrocarbons, in premises adjacent to the land of Grantors hereinabove described, Grantee shall, as a prudent oil and gas operator, explore for and diligently attempt to produce oil, gas and other gaseous or liquid hydrocarbons in such formations, to prevent drainage.

Grantee is hereby authorized, whenever Grantee in its judgment deems it necessary or advisable, to communitize the leased premises, or a part thereof, with neighboring land; such communitization to be evidenced (a) by a contract between Grantee and the parties owning an interest in such neighboring land; or (b) if Grantee herein holds oil and gas leases covering such neighboring land, by the execution and filing of record of a declaration of such communitization. Thereafter, the commencement of any well or the production of oil, gas or other gaseous or liquid hydrocarbons on any part of the communitized area shall have the same effect as though such well were commenced, or production had, on the premises hereby leased, and the royalty on the oil or gas produced from the communitized area shall be payable to the Grantors in the proportion specified, but only in such proportion as the acreage owned by the Grantors in the communitized tract shall bear to the entire acreage in the communitized area.

If Grantors own a less interest in said land than the entire and undivided fee simple estate therein, then the consideration in hand paid has been made and the payments provided for shall be made to Grantors, their assigns or successors in ownership only in the proportion which the interest herein of Grantors bears to the whole and undivided fee simple estate.

This instrument supplements and amends an instrument executed by Grantors in favor of Grantee or Grantee's predecessors in interest, dated September 29, 1960 ('said instrument'), and insofar as the terms of said instrument are inconsistent with the terms hereof, this instrument shall be controlling.

This instrument embodies the entire agreement between Grantors and Grantee, and no verbal representation of any agent of Grantee shall have any force or effect.

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument, consisting of 1 page, is executed on the day and year first above written.

Cleo F. Siegmund (SEAL)
Cleo F. Siegmund (SEAL)
Wilma Brun (SEAL)
Wilma Brun (SEAL)
(Seal) (SEAL)

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payment of Ten Dollars (\$10.00) hereby adopts and joins in the execution of same, and consents to the enjoyment by the Grantee therein of the rights therein vested in Grantee.

Dated this March 1, 1961.

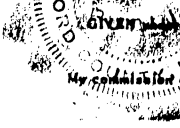
STATE OF Illinois
County of Champaign
L. Ernst

ACKNOWLEDGMENT ILLINOIS

I hereby certify that Cleo F. Siegmund, a spinster & Wilma Brun, a divorcee, whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that they signed, sealed and delivered the said instrument, including the release of their homestead, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of March, 1961.

My commission expires Jan 22, A.D. 1965. L. Ernst, Notary Public



Form with fields for Date, Section, Township, Range, County (STATE OF ILLINOIS), and recording information. Includes handwritten notes and a 'INDEXED' stamp.

661297
GAS STORAGE GRANT
OIL AND GAS LEASE
2/23/61
P 89

MSP-1-Spec.

GAS STORAGE GRANT
OIL AND GAS LEASE

This instrument dated this 19th day of May, 1961 by G. E. Wisegarver, individually and as Trustee for the Estate of Smith Wisegarver, deceased and Marion Wisegarver, his wife;

hereinafter referred to as "Grantors" (whether one or more),

WITNESSETH:

That Grantors, owners of the following described land in Champaign County, Illinois, to-wit:

The South Half of the South Half of the Southwest Quarter of Section 15; also the North Half of the Northwest Quarter of Section 22; also a tract described as beginning at the Northwest corner of the South Half of the Northwest Quarter of Section 22, thence East 160 rods to the East line of the Northwest Quarter of Section 22, thence South to the Southeast corner of said Northwest Quarter of Section 22, thence West 713.54 feet, thence North 355 feet, thence West 223 feet, thence North 569 feet, thence West 104 rods to the West line of the Northwest Quarter of said Section 22, thence North 24 rods to the place of beginning, all in Township 21 North, Range 7 East of the Third Principal Meridian containing 161.78 acres more or less, hereinafter referred to as "said land",

For and in consideration of the payment of Sixty-five Dollars per acre, receipt of which is hereby acknowledged, and other good and valuable considerations do hereby GRANT, CONVEY and WARRANT unto THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, hereinafter referred to as "Grantee", its successors and assigns, in respect to said land, the exclusive right, privilege and authority to introduce natural gas or other gases or vapors (all herein referred to as "gas") into any geological strata underlying said land not containing oil or gas in commercial quantities (all such strata being referred to as the "Storage Reservoir"); to store gas in the Storage Reservoir and to retain the possession of gas so stored as personal property; to remove gas (with any water vapors absorbed) from the Storage Reservoir; and to use, hold and occupy the Storage Reservoir for all such purposes and in connection therewith and with exploratory operations incidental thereto, the further right, privilege and easement to conduct geological or geophysical surveys, and to drill, install, maintain, remove, operate, move and remove at locations selected by Grantee such wells, pipelines, electric lines and other structures, equipment and appurtenances as Grantee may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Grantee, including well casings; to have the right of ingress and egress to, from and across said land at necessary points; and to do and perform such other acts and things as may be necessary for all foregoing purposes; all as part of and in connection with the gas storage project for the storage of gas to be conducted on and under said land and lands in the vicinity thereof; and Grantors hereby expressly release and waive any right of homestead.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, all subject, however, to the following covenants and provisions:

1. In the event the consideration heretofore or contemporaneously paid for the rights herein granted is at a rate not in excess of Forty-five Dollars (\$45.00) per acre, Grantee shall pay Grantor each calendar year, until the rights granted hereunder are abandoned and released, an additional consideration a sum equal to Two Dollars (\$2.00) per acre. Payments for each calendar year shall be made on or before May 1 of such calendar year. Failure to make payment on its due date shall not result in a forfeiture of this Agreement.
2. For each observation well and appurtenances drilled upon the said land, Grantee shall pay Grantors the sum of \$250.00, and Grantee shall have and hold determinable fee simple title to an area in the form of a rectangle 25 x 50 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee shall pay Grantors for each injection-withdrawal well drilled the sum of \$1,000, and Grantee shall have and hold a determinable fee simple title to an area in the form of a rectangle 200 x 100 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee may have the temporary use of an area adjoining any such well sites for operations incident to the maintenance and repair of wells drilled thereon. Grantee shall give Grantors 30 days' notice of its intention to have and hold any of the well site/s herein provided for, by U.S. Mail at Grantors' last known address or in care of the depository herein designated, together with a location survey and legal description of such well site/s, and shall at the same time tender the payments in this paragraph provided for. Upon tender of payment as aforesaid, and the expiration of the 30 day notice period, Grantee shall thereafter have and hold the well site/s described in said notice in fee simple determinable, for so long a period of time as said site/s or the equipment thereon is used by Grantee in any manner in connection with the underground storage of gas, or the extraction of minerals by Grantee. Upon the request of Grantee, Grantors shall furnish any and all documents requested by Grantee to evidence Grantee's title to such well sites, including, without limitation, general warranty deeds upon the terms herein set forth. If Grantee's title to any such well sites shall terminate for non-user as herein provided, Grantee shall, at the request of Grantors, furnish to Grantors a release of any interest Grantee may have in said well site; provided, however, that Grantee may reserve unto itself the exclusive right and privilege to store natural gas thereunder.
3. Grantee shall have the option until March 1, 1965, to acquire rights of way and easements for the installation of pipelines and appurtenant facilities (inclusive of electric lines laid in the same trench) across said land which shall include the right to operate, repair, maintain, remove and replace such facilities, and Grantee shall have the right to use in connection therewith a strip of land of the width hereinafter set forth, at the following prices per lineal rod: for pipelines twenty-four (24) inches or more in diameter, a 75-foot strip, ten dollars (\$10.00); for pipelines less than twenty-four (24) inches and more than sixteen (16) inches in diameter, a 50-foot strip, seven dollars and fifty cents (\$7.50); for pipelines sixteen (16) inches or less in diameter, a 30-foot strip, five dollars (\$5.00). Payment as aforesaid, for each and every pipeline proposed to be installed by Grantee, shall be made by Grantee within thirty (30) days after Grantee has notified Grantors, by U.S. Mail, of its election to acquire the rights of way for the future construction of said pipelines. It is agreed that a pipeline need not be laid in the center of its right of way strip. Grantee shall pay Grantors or their tenants, as their respective interests may appear, for all damages occasioned by the installation, operation, repair, maintenance, removal or replacement of any said facilities. Grantee shall bury and maintain all pipelines and electric lines (except electric lines laid within public highway rights of way) below plow depth, and on removal or abandonment of any of the facilities authorized hereunder, shall restore the surface of said land, as nearly as practicable, to its original condition. All pipelines shall be located on or within fifty (50) feet of a highway right of way line, section line or quarter section line, or established fence line. If Grantee shall have exercised the option granted in this paragraph and shall have laid a pipeline and shall thereafter remove said pipeline and replace it with another pipeline of the same or lesser diameter, Grantee shall not be obligated to pay Grantors additional compensation for the right of way. If Grantee shall remove a pipeline and replace it with a pipeline of greater diameter, Grantee shall pay Grantors the difference in compensation, if any, between that already paid Grantors for the pipeline removed and that which Grantee would have paid if the replacement pipeline had been laid in the first instance.
4. All existing tile lines or drains that may be cut or disturbed by the laying of pipelines shall be repaired by Grantee in good and workmanlike manner, with tile drains supported by substantial iron supports where required, to the end that such construction shall not result in disturbance or interference with tiles and drains nor interfere with the natural drainage of said land. Grantee agrees that if future tiling unavoidably intersects a pipeline, Grantee will undertake such measures or install such facilities necessary to insure the proper functioning of such tile, including continuous flow beyond the pipeline.
5. Grantee in selecting the location for any of the above mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling on Grantor's property unless Grantor agrees, in writing, to the location of such well at a lesser distance therefrom.
6. Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantor's water supply. In the event it is demonstrated that a source of water supply presently used by Grantor is interrupted by Grantee's operation, Grantee shall provide an alternate source of water to Grantor for domestic and agricultural use during such period as Grantor's water supply is so interrupted.
7. All payments hereunder may be made direct to the Grantors or deposited to the credit of Grantors at Champaign, Illinois. Grantors, or their successors, which are hereby made the lawful agent of Grantors to receive and credit said payments and shall continue as the depository of any and all sums payable under this Agreement regardless of any change in ownership of said land. In the event that all or any part of the premises under this Agreement are transferred to any heirs, devisees, grantees, or successors of the Grantors, Grantee shall continue to make the payment to the Grantors as above provided until furnished with: (a) proper certified legal documents of such a transfer to enable Grantee to identify the premises so transferred and (b) a statement advising Grantee of the person or agent to which payment shall be made in lieu of the person or agent previously designated herein. Payments made in accordance with this paragraph shall be considered in full compliance with the provisions of this Agreement.
8. Grantee and Grantors shall cooperate in securing a division of the taxes assessed upon said land, so that the interests of Grantee in the storage reservoir easements, well sites and appurtenant surface rights will be separately assessed from the interest of Grantors in said land. Grantors and Grantee covenant and agree that each will satisfy all taxes properly levied upon its interest in said land.
9. If Grantee shall permanently abandon the storage of gas under said land and shall not at such time be exercising any of the rights granted by the oil and gas lease portion of this instrument, Grantee shall furnish Grantors a duly executed and recordable release of the rights herein granted.

EXHIBIT " "

Because of the possibility, however slight, that deposits of oil, gas or other gaseous or liquid hydrocarbons may be discovered in the course of the storage operations referred to above, Grantors do, for the consideration hereinabove stated, and the royalties herein-after provided, further hereby lease and let said land exclusively to Grantee, its successors and assigns, for the purpose of investigating, exploring, drilling, prospecting and mining for and producing oil, gas and all other gaseous or liquid hydrocarbons, and grant to Grantee all other rights, privileges and easements necessary or convenient to the enjoyment thereof, all such rights being hereinafter referred to as leasehold rights; Grantee's right, granted by this paragraph, to produce minerals shall be limited to those minerals found 500 feet or more below the surface of said land.

TO HAVE AND TO HOLD such leasehold rights unto Grantee, its successors and assigns until March 1, 1963 and so long thereafter as oil, gas or other gaseous or liquid hydrocarbons are produced from ~~the gas to be covered under said land.~~

In the event such oil, gas, or any other gaseous or liquid hydrocarbon is discovered in commercial quantities Grantee agrees to pay royalties to Grantors, their heirs and assigns, upon the production of such oil, gas or other gaseous or liquid hydrocarbons, as follows:

- (a) on oil produced and sold from said land, 1/4 of the amount realized from such sale;
- (b) on gas, including casinghead gas or other gaseous hydrocarbons produced and sold from said land, 1/4 of the amount realized from such sale.

In the event oil, gas or other gaseous or liquid hydrocarbons are discovered and produced in commercial quantities in a formation in which Grantee is not storing gas or producing gas, oil or other gaseous or liquid hydrocarbons, in premises adjacent to the land of Grantors hereinabove described, Grantee shall, as a prudent oil and gas operator, explore for and diligently attempt to produce oil, gas and other gaseous or liquid hydrocarbons in such formations, to prevent drainage.

Grantee is hereby authorized, whenever Grantee in its judgment deems it necessary or advisable, to communitize the leased premises, or a part thereof, with neighboring land, such communitization to be evidenced (a) by a contract between Grantee and the parties owning an interest in such neighboring land or (b) if Grantee herein holds oil and gas leases covering such neighboring land, by the execution and filing of record of a declaration of such communitization. Thereafter, the communitization of any well or the production of oil, gas or other gaseous or liquid hydrocarbons on any part of the communitized area shall have the same effect as though such well were commenced, or production had, on the premises hereby leased, and the royalty on the oil or gas produced from the communitized area shall be payable to the Grantors at the rate herein specified, but only in such proportion as the acreage owned by the Grantors in the communitized tract shall bear to the entire acreage in the communitized area.

If Grantors own a less interest in said land than the entire and undivided fee simple estate therein, then the consideration in hand paid has been made and the payments provided for shall be made to Grantors, their assigns or successors in ownership only in the proportion which the interest herein of Grantors bears to the whole and undivided fee simple estate.

"This instrument supplements and amends an instrument executed by Grantors in favor of Grantee or Grantee's predecessors in interest, dated February 11, 1960 ('said instrument'), and insofar as the terms of said instrument are inconsistent with the terms hereof, this instrument shall be controlling."

This instrument embodies the entire agreement between Grantors and Grantee, and no verbal representation of any agent of Grantee shall have any force or effect.

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument, consisting of 1 page, is executed on the day and year first above written.

G. E. Wisegarver (SEAL) _____ (SEAL)
 G. E. Wisegarver, Individually and as
 Trustee for the Estate of Smith (SEAL) _____ (SEAL)
 Wisegarver, deceased (SEAL) _____ (SEAL)
Marion Wisegarver (SEAL) _____ (SEAL)

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payment of Ten Dollars (\$10.00) hereby adopts and joins in the execution of same, and consents to the enjoyment by the Grantee thereof of all rights therein vested in Grantee.

Dated this _____ day of MARCH, 1961.

No Test (SEAL)

STATE OF ILLINOIS
 COUNTY OF _____
 I, _____, Notary Public in and for said County, in the State of Illinois, do hereby certify that G. E. Wisegarver, individually and as trustee for the Estate of Smith and Marion Wisegarver, his wife, the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that _____ signed, sealed and delivered the said instrument, including the release of the same, as a free and voluntary act, for the uses and purposes therein set forth.
 On this _____ day of _____, 1961.
 My commission expires April 7, A.D. 1963.
Robert Marley
 Notary Public

ASSOCIATED ABSTRACT COMPANY

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 664435
 OIL STORAGE SLANT
 OIL AND GAS LEASE

TO FROM

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CHICAGO, ILL.

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CHICAGO, ILL.



GAS STORAGE GRANT
PIPELINE RIGHT OF WAY AND EASEMENT

THIS INSTRUMENT dated this 26th day of October, 1965 by Lulu Kuhns, a widow

hereinafter referred to as "Grantors" (whether one or more),

WITNESSETH

That Grantors, owners of the following described land in Champaign County, Illinois, to wit:

The Southwest Quarter of the Northeast Quarter of Section 22; the South 10 acres of the Northwest Quarter of the Northeast Quarter of Section 22, and the North 60 rods of the West 56 rods of the Northwest Quarter of the Northeast Quarter of Section 22, all in Township 21 North, Range 7 East of the Third Principal Meridian

containing 71 acres more or less, hereinafter referred to as "said land",

For and in consideration of the payment of \$63.00 per acre, receipt of which is hereby acknowledged, and other good and valuable consideration do hereby GRANT, CONVEY and WARRANT unto THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, hereinafter referred to as "Grantee", its successors and assigns, in respect to said land, the exclusive right, privilege and authority to introduce natural gas or other gases or vapors (all herein referred to as "gas") into any geological strata underlying said land not containing oil or gas in commercial quantities (all such strata being referred to as the "Storage Reservoir"); to store gas in the Storage Reservoir and to retain the possession of gas so stored as personal property; to remove gas (with any water vapors absorbed) from the Storage Reservoir; and to use, hold and occupy the Storage Reservoir for all such purposes and in connection therewith and with exploratory operations incidental thereto, the further right, privilege and easement to conduct geological or geophysical surveys, and to drill, install, maintain, renew, operate, move and remove at locations selected by Grantee such wells, pipelines, electric lines and other structures, equipment and appurtenances as Grantee may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Grantee, including well casings; to have the right of ingress and egress to, from and across said land at necessary points; and to do and perform such other acts and things as may be necessary for all foregoing purposes; all as part of and in connection with the gas storage project for the storage of gas to be conducted on and under said land and lands in the vicinity thereof; and Grantors hereby expressly release and waive any right of homestead.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, all subject, however, to the following covenants and provisions:

- In the event the consideration heretofore or contemporaneously paid for the rights hereinabove granted is at a rate not in excess of Forty-five Dollars (\$45.00) per acre, Grantee shall pay Grantor each calendar year, until the rights granted hereinabove are abandoned and released, as additional consideration a sum equal to Two Dollars (\$2.00) per acre. Payment for each calendar year shall be made on or before May 1 of such calendar year. Failure to make payment on its due date shall not result in a forfeiture of this Agreement.
- For each observation well and appurtenances drilled upon the said land, Grantee shall pay Grantors the sum of \$250.00, and Grantee shall have and hold determinable fee simple title to an area in the form of a rectangle 25 x 50 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line, Grantee shall pay Grantors for each injection-withdrawal well drilled the sum of \$1,000, and Grantee shall have and hold a determinable fee simple title to an area in the form of a rectangle 200 x 100 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee may have the temporary use of an area adjoining any such well sites for operations incident to the maintenance and repair of wells drilled thereon. Grantee shall give Grantors 30 days' notice of its intention to have and hold any of the well site/s herein provided for, by U.S. Mail at Grantors' last known address or in care of the depository herein designated, together with a location survey and legal description of such well site/s, and shall at the same time tender the payments in this paragraph provided for. Upon tender of payment as aforesaid, and the expiration of the 30 day notice period, Grantee shall thereafter have and hold the well site/s described in said notice in fee simple determinable, for so long a period of time as said site/s or the equipment thereon is used by Grantee in any manner in connection with the underground storage of gas. Upon the request of Grantee, Grantors shall furnish any and all documents requested by Grantee to evidence Grantee's title to such well sites, including, without limitation, general warranty deeds upon the terms herein set forth. If Grantee's title to any such well sites shall terminate for non-user as herein provided, Grantee shall, at the request of Grantors, furnish to Grantors a release of any interest Grantee may have in said well site; provided, however, that Grantee may reserve unto itself the exclusive right and privilege to store natural gas thereunder.
- Grantee in selecting the location for any of the above mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling on Grantor's property unless Grantor agrees, in writing, to the location of such well at a lesser distance therefrom.

In addition, for and in consideration of payments as specified in Paragraph 1 below, receipt of which is hereby acknowledged, and other good and valuable consideration, Grantors do hereby GRANT, CONVEY and WARRANT to Grantee, its successors and assigns the right, privilege and easement to construct within said land and to reconstruct, operate, maintain, inspect, test, repair, alter, replace, move, remove, change the size of and abandon in place an initial pipeline and any additional pipelines desired by Grantee for the transportation of gas, oil or other substances transportable by pipeline, together with all other rights necessary or convenient for the enjoyment of the rights, privileges and easements hereby granted. As used herein the word "pipeline" shall also include such surface and sub-surface appurtenances and facilities as are necessary or convenient in the judgment of Grantee for the operation or maintenance of any such pipeline. Grantee shall have the right of ingress and egress over said land at convenient points for the exercise of the rights, privileges and easements herein granted. Grantors hereby release and waive all rights and benefits under applicable homestead exemption laws.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, all subject, however, to the following covenants and provisions:

- All rights, privileges and easements granted hereunder for pipelines shall be limited to a strip of land for each pipeline of the width hereinafter set forth at the following price per linear rod: for pipelines twenty-four (24) inches or more in diameter, a 75-foot strip, ten dollars (\$10.00); for pipelines less than twenty-four (24) inches and more than sixteen (16) inches in diameter, a 50-foot strip, seven dollars and fifty cents (\$7.50); for pipelines sixteen (16) inches or less in diameter, a 30-foot strip, five dollars (\$5.00). Payment as aforesaid, for each and every pipeline to be installed by Grantee, shall be made by Grantee within thirty (30) days after the pipeline has been installed. Any pipeline constructed hereunder need not be laid in the center of its right of way strip. Grantee shall pay Grantors or their tenants, as their respective interests may appear, for all damages occasioned by the installation, operation, repair, maintenance, removal or replacement of any of said facilities. Grantee shall bury and maintain all pipelines and electric lines (except electric lines laid within public highway rights of way) below plow depth, and on removal or abandonment of any of the facilities authorized hereunder, shall restore the surface of said land, as nearly as practicable, to its original condition. All pipelines shall be located on or within fifty (50) feet of a highway right of way line, section line or quarter section line, or established fence line. If Grantee shall have laid a pipeline and shall thereafter remove said pipeline and replace it with another pipeline of the same or lesser diameter, Grantee shall not be obligated to pay Grantors additional compensation for the right of way. If Grantee shall remove a pipeline and replace it with a pipeline of greater diameter, Grantee shall pay Grantors the difference in compensation, if any, between that already paid Grantors for the pipeline removed and that which Grantee would have paid if the replacement pipeline had been laid in the first instance.
- All existing tile lines or drains that may be cut or disturbed by the laying of pipelines shall be repaired by Grantee in good and workmanlike manner, with tile drains supported by substantial iron supports where required, to the end that such construction shall not result in disturbance or interference with tiles and drains nor interfere with the natural drainage of said land. Grantee agrees that if future tiling unavoidably intersects a pipeline, Grantee will undertake such measures or install such facilities necessary to insure the proper functioning of such tile, including continuous flow beyond the pipeline.
- Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantor's water supply. In the event it is demonstrated that a source of water supply presently used by Grantor is interrupted by Grantee's operation, Grantee shall provide an alternate source of water to Grantor for domestic and agricultural use during such period as Grantor's water supply is so interrupted.

All payments hereunder may be made direct to the Grantors or deposited to the credit of Grantors at _____

Bank of _____ or its successors, which is hereby made the lawful agent of Grantors to receive and credit said payments and shall continue as the depository of any and all sums payable under this Agreement regardless of any change in ownership of said land. In the event that all or any part of the premises under this Agreement are transferred to any heirs, devisees, grantees, or successors of the Grantors, Grantee shall continue to make the payment to the Grantors as above provided until furnished with (a) proper certified legal documents of such a transfer to enable Grantee to identify the premises so transferred and (b) a statement advising Grantee of the person or agent to which payment shall be made in lieu of the person or agent previously designated herein. Payments made in accordance with this paragraph shall be considered in full compliance with the provisions of this Agreement.

Grantors and Grantors shall cooperate in securing a division of the taxes assessed upon said land, so that the interests of Grantee in the storage reservoir easements, pipeline easements, well sites and appurtenant surface rights will be separately assessed from the interest of Grantors in said land. Grantors and Grantee covenant and agree that each will satisfy all taxes properly levied upon its interest in said land.

If Grantee shall permanently abandon the storage of gas under said land and shall not at such time be exercising any of the rights granted by the pipeline easement portion of this instrument, Grantee shall furnish Grantors a duly executed and recordable release of the rights herein granted.

EXHIBIT #

If Grantors own a less interest in said land than the entire and undivided fee simple estate therein, then the consideration in hand paid has been made and the payments provided for shall be made to Grantors, their assignees or successors in ownership only in the proportion which the interest herein of Grantors bears to the whole and undivided fee simple estate.

This Instrument embodies the entire agreement between Grantors and Grantee, and no verbal representation of any agent of Grantee shall have any force or effect.

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns.
IN WITNESS WHEREOF, the Grantors have caused this Instrument to be executed as of the day and year first above written.

_____(SEAL) x Lulu Kuhns _____(SEAL)
_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payment of Ten Dollars (\$10.00) hereby adopts and joins in the execution of same, and consents to the enjoyment by the Grantee therein of the rights therein vested in Grantee.

Dated this 26th day of OCTOBER, 1965.

Russel Kuhns _____(SEAL)
_____(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN } S.S.



WELA H. NELSON, a Notary Public in and for said County in the State aforesaid, do hereby certify that Lulu Kuhns, a widow, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and official seal this 27th day of OCTOBER, A.D. 1965.

Wela H. Nelson
Notary Public

JOINT ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF _____ } S.S.

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and _____, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, A.D. _____.

(SEAL) _____ Notary Public

My Commission expires: _____

GAS STORAGE GRANT
PIPELINE RIGHT OF WAY AND EASEMENT

THE PEOPLES GAS LIGHT AND
COKE COMPANY

STATE OF ILLINOIS

I hereby certify that within instrument was filed for

record on the

19 _____ at _____
of said county.

recorded in Volume 16 1965-1 15 PM

Recorded in Book 849 Page 82
and filed in _____ on _____

Robert E. Martin
Recorder of Deeds

INDEXED

BOOK 804 PAGE 83

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GAS STORAGE GRANT
OIL AND GAS LEASE

This instrument dated this 20th day of February, 196 by Cecelia M. Rapp, a widow,
being one and the same person as Cecilia M. Rapp.

hereinafter referred to as "Grantors" (whether one or more),

WITNESSETH:

That Grantors, owners of the following described land in Champaign County, Illinois, to-wit:

The Southwest Quarter of the Southwest Quarter of Section 22,
except a strip off the east side two rods wide at the south end and one
and one-half rods wide at the north end; and

The South Half of the North Half of Section 21; and

The South 56 rods of the West 104 rods of the Northwest Quarter
of Section 22, except one acre being 8 rods east and west and 20 rods north
and south joining Shilo Cemetery on the west side and being part of the
Southeast Quarter of the Northwest Quarter of said Section 22, said 1-acre
tract being more particularly described as: Beginning 56 rods and 20 lengths
west of the Southeast Corner of the Northwest Quarter of said Section 22,
thence West 8 rods, thence North 20 rods, thence East 8 rods, thence South
20 rods to the place of beginning,

all in Township 21 North, Range 7 East of the Third Principal Meridian,

containing 236. acres more or less, hereinafter referred to as "said land",

For and in consideration of the payment of \$65.00 per acre, receipt of which is hereby acknowledged, and other good and valuable considerations do hereby GRANT, CONVEY and WARRANT unto THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, hereinafter referred to as "Grantee", its successors and assigns, in respect to said land, the exclusive right, privilege and authority to introduce natural gas or other gases or vapors (all herein referred to as "gas") into any geological strata underlying said land not containing oil or gas in commercial quantities (all such strata being referred to as the "Storage Reservoir"); to store gas in the Storage Reservoir and to retain the possession of gas so stored as personal property; to remove gas (with any water vapors absorbed) from the Storage Reservoir; and to use, hold and occupy the Storage Reservoir for all such purposes and in connection therewith and with exploratory operations incidental thereto, the further right, privilege and easement to conduct geological or geophysical surveys, and to drill, install, maintain, renew, operate, move and remove at locations selected by Grantee such wells, pipelines, electric lines and other structures, equipment and appurtenances as Grantee may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Grantee, including well casings; to have the right of ingress and egress to, from and across said land at necessary points; and to do and perform such other acts and things as may be necessary for the foregoing purposes; all as part of and in connection with the gas storage project for the storage of gas to be conducted on and under said land and lands in the vicinity thereof; and Grantors hereby expressly release and waive any right of homestead.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, all subject, however, to the following covenants and provisions:

1. In the event the consideration heretofore or contemporaneously paid for the rights herein granted is at a rate not in excess of Forty-five Dollars (\$45.00) per acre, Grantee shall pay Grantor each calendar year, until the rights granted hereunder are abandoned and released, as additional consideration a sum equal to Two Dollars (\$2.00) per acre. Payments for each calendar year shall be made on or before May 1 of such calendar year. Failure to make payment on its due date shall not result in a forfeiture of this Agreement.

2. For each observation well and appurtenances drilled upon the said land, Grantee shall pay Grantors the sum of \$250.00, and Grantee shall have and hold determinable fee simple title to an area in the form of a rectangle 25 x 30 feet, a longer side which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee shall pay Grantors for each injection-withdrawal well drilled the sum of \$1,000, and Grantee shall have and hold a determinable fee simple title to an area in the form of a rectangle 200 x 100 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee may have the temporary use of an area adjoining any such well sites for operations incident to the maintenance and repair of wells drilled thereon. Grantee shall give Grantors 30 days' notice of its intention to have and hold any of the well site/s herein provided for, by U.S. Mail at Grantors' last known address or in care of the depository herein designated, together with a location survey and legal description of such well site/s, and shall at the same time tender the payments in this paragraph provided for. Upon tender of payment as aforesaid, and the expiration of the 30 day notice period, Grantee shall thereafter have and hold the well site/s described in said notice in fee simple determinable, for so long a period of time as said site/s or the equipment thereon is used by Grantee in any manner in connection with the underground storage of gas, or the extraction of minerals by Grantee. Upon the request of Grantee, Grantors shall furnish any and all documents requested by Grantee to evidence Grantee's title to such well sites, including, without limitation, general warranty deeds upon the terms herein set forth. If Grantee's title to any such well sites shall terminate for non-user as herein provided, Grantee shall, at the request of Grantors, furnish to Grantors a release of any interest Grantee may have in said well site; provided, however, that Grantee may reserve unto itself the exclusive right and privilege to store natural gas thereunder.

3. Grantee shall have the option until March 1, 1965, to acquire rights of way and easements for the installation of pipelines and appurtenant facilities (inclusive of electric lines laid in the same trench) across said land which shall include the right to operate, repair, maintain, remove and replace such facilities, and Grantee shall have the right to use in connection therewith a strip of land of the width hereinafter set forth, at the following prices per linear rod: for pipelines twenty-four (24) inches or more in diameter, a 75-foot strip, ten dollars (\$10.00); for pipelines less than twenty-four (24) inches and more than sixteen (16) inches in diameter, a 50-foot strip, seven dollars and fifty cents (\$7.50); for pipelines sixteen (16) inches or less in diameter, a 30-foot strip, five dollars (\$5.00). Payment as aforesaid, for each and every pipeline proposed to be installed by Grantee, shall be made by Grantee within thirty (30) days after Grantee has notified Grantors, by U.S. Mail, of its election to acquire the rights of way for the future construction of said pipelines. It is agreed that a pipeline need not be laid in the center of its right of way strip. Grantee shall pay Grantors or their tenants, as their respective interests may appear, for all damages occasioned by the installation, operation, repair, maintenance, removal or replacement of any of said facilities. Grantee shall bury and maintain all pipelines and electric lines (except electric lines laid within public highway rights of way) below plow depth, and on removal or abandonment of any of the facilities authorized hereunder, shall restore the surface of said land, as nearly as practicable, to its original condition. All pipelines shall be located on or within fifty (50) feet of a highway right of way line, section line or quarter section line, or established fence line. If Grantee shall have exercised the option granted in this paragraph and shall have laid a pipeline and shall thereafter remove said pipeline and replace it with another pipeline of the same or lesser diameter, Grantee shall not be obligated to pay Grantors additional compensation for the right of way. If Grantee shall remove a pipeline and replace it with a pipeline of greater diameter, Grantee shall pay Grantors the difference in compensation, if any, between that already paid Grantors for the pipeline removed and that which Grantee would have paid if the replacement pipeline had been laid in the first instance.

4. All existing tile lines or drains that may be cut or disturbed by the laying of pipelines shall be repaired by Grantee in good and workmanlike manner, with tile drains supported by substantial iron supports where required, to the end that such construction shall not result in disturbance or interference with tiles and drains nor interfere with the natural drainage of said land. Grantee agrees that if future tiling unavoidably intersects a pipeline, Grantee will undertake such measures or install such facilities necessary to insure the proper functioning of such tile, including continuous flow beyond the pipeline.

5. Grantee in selecting the location for any of the above mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling on Grantor's property unless Grantor agrees, in writing, to the location of such well at a lesser distance therefrom.

6. Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantor's water supply. In the event it is demonstrated that a source of water supply presently used by Grantor is interrupted by Grantee's operation, Grantee shall provide an alternate source of water to Grantor for domestic and agricultural use during such period as Grantor's water supply is so interrupted.

7. All payments hereunder may be made direct to the Grantors or deposited to the credit of Grantors at Champaign National Bank and Trust Company, by its successors, which is hereby made the lawful agent of Grantors to receive and credit said payments and shall continue as the depository of any and all sums payable under this Agreement regardless of any change in ownership of said land. In the event that all or any part of the premises under this Agreement are transferred to any heirs, devisees, grantees, or successors of the Grantors, Grantee shall continue to make the payment to the Grantors as above provided until furnished with: (a) proper certified legal documents of such a transfer to enable Grantee to identify the premises so transferred and (b) a statement advising Grantee of the person or agent to which payment shall be made in lieu of the person or agent previously designated herein. Payments made in accordance with this paragraph shall be considered in full compliance with the provisions of this Agreement.

8. Grantee and Grantors shall cooperate in securing a division of the taxes assessed upon said land, so that the interests of Grantee in the storage reservoir easements, well sites and appurtenant surface rights will be separately assessed from the interest of Grantors in said land. Grantors and Grantee covenant and agree that each will satisfy all taxes properly levied upon its interest in said land.

9. If Grantee shall permanently abandon the storage of gas under said land and shall not at such time be exercising any of the rights granted by the oil and gas lease portion of this instrument, Grantee shall furnish Grantors a duly executed and recordable release of the rights herein granted.

EXHIBIT)

Because of the possibility, however slight, that deposits of oil, gas or other gaseous or liquid hydrocarbons may be discovered in the course of the storage operations referred to above, Grantors do, for the consideration hereinabove stated, and the royalties herein- after provided, further hereby lease and let said land exclusively to Grantee, its successors and assigns, for the purpose of investigating, exploring, drilling, prospecting and mining for and producing oil, gas and all other gaseous or liquid hydrocarbons, and grant to Grantee all other rights, privileges and easements necessary or convenient to the enjoyment thereof, all such rights being hereinafter referred to as leasehold rights. Grantee's right, granted by this paragraph, to produce minerals shall be limited to those minerals found 500 feet or more below the surface of said land.

TO HAVE AND TO HOLD such leasehold rights unto Grantee, its successors and assigns until March 1, 1965 and so long there- after as oil, gas or other gaseous or liquid hydrocarbons are produced from ~~gas~~ ~~in~~ ~~storage~~ ~~under~~ said land.

In the event such oil, gas, or any other gaseous or liquid hydrocarbon is discovered in commercial quantities Grantee agrees to pay royalties to Grantors, their heirs and assigns, upon the production of such oil, gas or other gaseous or liquid hydrocarbons, as follows:

- (a) on oil produced and sold from said land, 1/4 of the amount realized from such sale;
- (b) on gas, including casinghead gas or other gaseous hydrocarbons produced and sold from said land, 1/4 of the amount realized from such sale.

In the event oil, gas or other gaseous or liquid hydrocarbons are discovered and produced in commercial quantities in a formation in which Grantee is not storing gas or producing gas, oil or other gaseous or liquid hydrocarbons, in premises adjacent to the land of Grantors hereinabove described, Grantee shall, as a prudent oil and gas operator, explore for and diligently attempt to produce oil, gas and other gaseous or liquid hydrocarbons in such formations, to prevent drainage.

Grantee is hereby authorized, whenever Grantee in its judgment deems it necessary or advisable, to communitize the leased premises, or a part thereof, with neighboring land; such communitization to be evidenced (a) by a contract between Grantee and the parties owning an interest in such neighboring land; or (b) if Grantee herein holds oil and gas leases covering such neighboring land, by the execution and filing of record of a declaration of such communitization. Thereafter, the commencement of any well or the production of oil, gas or other gaseous or liquid hydrocarbons on any part of the communitized area shall have the same effect as though such well were commenced, or production had, on the premises hereby leased, and the royalty on the oil or gas produced from the communitized area shall be payable to the Grantors at the rate herein specified, but only in such proportion as the acreage owned by the Grantors in the communitized tract shall bear to the entire acreage in the communitized area.

If Grantors own a less interest in said land than the entire and undivided fee simple estate therein, then the consideration in hand paid has been made and the payments provided for shall be made to Grantors, their assignees or successors in ownership only in the proportion which the interest herein of Grantors bears to the whole and undivided fee simple estate.

This instrument embodies the entire agreement between Grantors and Grantee, and no verbal representation of any agent of Grantee shall have any force or effect.

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument, consisting of 1 page, is executed on the day and year first above written.

Cecilia M. Rapp (SEAL) _____ (SEAL)
 _____ (SEAL) _____ (SEAL)
 _____ (SEAL) _____ (SEAL)
 _____ (SEAL) _____ (SEAL)

The undersigned, tenant-in-possession of the land described in the foregoing instrument, in consideration of the payment of Ten Dollars (\$10.00) hereby adopts and joins in the execution of same, and consents to the enjoyment by the Grantee therein of the rights therein vested in Grantee.

Dated this 20th day of February, 1961
Roy R. Barrett (SEAL)
 Roy R. Barrett (SEAL)

STATE OF ILLINOIS)
 County of Champaign) ss. ACKNOWLEDGMENT ILLINOIS

I, _____ a Notary Public in and for said County in the State of Illinois, do hereby certify that Cecilia M. Rapp, a widow, being one and the same person as Cecilia M. Rapp personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of February, 1961
 My commission expires 11/21, A.D. 1964
[Signature]
 Notary Public

71
 No. 660526
 P 5
 239

FROM
 Cecilia M. Rapp, a widow,
 TO:
 The Peoples Gas Light and Coke Company

Date: _____ 19____
 Section: _____ Township: _____ Range: _____
 Number of Acres: _____
 County: _____
 State: _____

STATE OF _____)
) ss.
 I, _____
 Clerk of the Court, do hereby certify that the foregoing instrument was recorded on the _____ day of _____ A.D. 19____ at _____ o'clock _____ M., and duly recorded in _____ of the records of said office. _____ 667

Recorded in _____
 INDEXED

Return To: Union Hill
440 Rose 162
Stuyvesant Station City, Ill
 ASSOCIATED ABSTRACT COMPANY

This instrument dated this 31st day of March 1961, by Leone Foster and J. F. Foster, her husband; and Alice Andrews and Arthur C. Andrews her husband

hereinafter referred to as "Grantors" (whether one or more),

WITNESSETH:

That Grantors, owners of the following described land in Champaign County, Illinois, to-wit: The South Half of the Southwest Quarter of Section 10; and the East 106 acres of the West 120 Acres of the Northwest Quarter of Section 15; and the East Half of the East Half of the Northwest Quarter of Section 15, all in Township 21 North, Range 7 East of the Third Principal Meridian

containing 226 acres more or less, hereinafter referred to as "said land",

For and in consideration of the payment of per acre, receipts of which is hereby acknowledged, and other good and valuable considerations do hereby GRANT, CONVEY and WARRANT unto THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, hereinafter referred to as "Grantee", its successors and assigns, in respect to said land, the exclusive right, privilege and authority to introduce natural gas or other gases or vapors (all herein referred to as "gas") into any geological strata underlying said land not containing oil or gas in commercial quantities (all such strata being referred to as the "Storage Reservoir"); to store gas in the Storage Reservoir and to retain the possession of gas so stored as personal property; to remove gas (with any water vapors absorbed) from the Storage Reservoir; and to use, hold and occupy the Storage Reservoir for all such purposes and in connection therewith and with exploratory operations incidental thereto, the further right, privilege and easement to conduct geological or geophysical surveys, and to drill, install, maintain, remove, operate, move and remove at locations selected by Grantee such wells, pipelines, electric lines and other structures, equipment and appurtenances as Grantee may deem necessary or desirable therefor, to remove therefrom all property placed in or on said land by Grantors including well casings; to have the right of ingress and egress to, from and across said land at necessary points and to do and perform such other acts and things as may be necessary for all foregoing purposes, all as part of and in connection with the gas storage project for the storage of gas to be conducted on and under said land and lands in the vicinity thereof; and Grantors hereby expressly release and waive any right of homestead,

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, all subject, however, to the following covenants and provisions:

1. In the event the consideration heretofore or contemporaneously paid for the rights herein granted is at a rate not in excess of Forty-five Dollars (\$45.00) per acre, Grantee shall pay Grantors each calendar year, until the rights granted hereunder are abandoned and released, an additional consideration a sum equal to Two Dollars (\$2.00) per acre. Payments for each calendar year shall be made on or before May 1 of such calendar year. Failure to make payment on its due date shall not result in a forfeiture of this Agreement.

2. For each observation well and appurtenances drilled upon the said land, Grantee shall pay Grantors the sum of \$250.00, and Grantors shall have and hold determinable fee simple title to an area in the form of a rectangle 25 x 30 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee shall pay Grantors for each injection-withdrawal well drilled the sum of \$1,000, and Grantee shall have and hold a determinable fee simple title to an area in the form of a rectangle 200 x 100 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee may have the temporary use of an area adjoining any such well sites for operations incidental to the maintenance and repair of wells drilled thereon. Grantee shall give Grantors 30 days' notice of its intention to have and hold any of the well site/s herein provided for, by U.S. Mail at Grantors' last known address or in care of the depository herein designated, together with a location survey and legal description of such well site/s, and shall at the same time tender the payments in this paragraph provided for. Upon tender of payment as aforesaid, and the expiration of the 30 day notice period, Grantee shall thereafter have and hold the well site/s described in said notice in fee simple, determinable, for so long a period of time as said site/s or the equipment thereon is used by Grantee in any manner in connection with the underground storage of gas, or the extraction of minerals by Grantee. Upon the request of Grantee, Grantors shall furnish any and all documents requested by Grantee to evidence Grantee's title to such well sites, including, without limitation, general warranty deeds upon the terms herein set forth. If Grantee's title to any such well sites shall terminate for non-user as herein provided, Grantee shall, at the request of Grantors, furnish to Grantors a release of any interest Grantee may have in said well site; provided, however, that Grantee may reserve unto itself the exclusive right and privilege to store natural gas thereunder.

3. Grantee shall have the option until March 1, 1965, to acquire rights of way and easements for the installation of pipelines and appurtenant facilities (inclusive of electric lines laid in the same trench) across said land which shall include the right to operate, repair, maintain, remove and replace such facilities, and Grantee shall have the right to use in connection therewith a strip of land of the width hereinafter set forth, at the following prices per lineal rod: for pipelines twenty-four (24) inches or more in diameter, a 75-foot strip, ten dollars (\$10.00); for pipelines less than twenty-four (24) inches and more than sixteen (16) inches in diameter, a 50-foot strip, seven dollars and fifty cents (\$7.50); for pipelines sixteen (16) inches or less in diameter, a 30-foot strip, five dollars (\$5.00). Payment as aforesaid, for each and every pipeline proposed to be installed by Grantee, shall be made by Grantee within thirty (30) days after Grantee has notified Grantors, by U.S. Mail, of its intention to acquire the rights of way for the future construction of said pipeline. It is agreed that a pipeline need not be laid in the center of its right of way strip. Grantee shall pay Grantors or their tenants, as their respective interests may appear, for all damages occasioned by the installation, operation, repair, maintenance, removal or replacement of any of said facilities. Grantee shall keep and maintain all pipelines and electric lines (except electric lines laid within public highway rights of way) below plow depth, and on removal or abandonment of any of the facilities authorized hereunder, shall restore the surface of said land, as nearly as practicable, to its original condition. All pipelines shall be located on or within fifty (50) feet of a highway right of way line, section line or quarter section line, or established fence line. If Grantee shall have exercised the option granted in this paragraph and shall have laid a pipeline and shall thereafter remove said pipeline and replace it with another pipeline of the same or lesser diameter, Grantee shall not be obligated to pay Grantors additional compensation for the right of way. If Grantee shall remove a pipeline and replace it with a pipeline of greater diameter, Grantee shall pay Grantors the difference in compensation, if any, between that already paid Grantors for the pipeline removed and that which Grantee would have paid if the replacement pipeline had been laid in the first instance.

4. All existing tile lines or drains that may be cut or disturbed by the laying of pipelines shall be repaired by Grantee in good and workmanlike manner, with tile drains supported by substantial iron supports where required, to the end that such construction shall not result in disturbance or interference with tiles and drains nor interfere with the natural drainage of said land. Grantee agrees that if future tilling unavoidably intersects a pipeline, Grantee shall undertake such measures or install such facilities necessary to insure the proper functioning of such tile, including continuous flow beyond the pipeline.

5. Grantee in selecting the location for any of the above mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling on Grantors' property unless Grantors agree, in writing, to the location of such well at a lesser distance therefrom.

6. Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantors' water supply. In the event it is demonstrated that a source of water supply presently used by Grantors is interrupted by Grantee's operation, Grantee shall provide an alternate source of water to Grantors for domestic and agricultural use during such interruption. If water supply is so interrupted,

all payments hereunder shall be paid by Grantors or deposited in the custody of Grantors at the National Bank of Chicago, or its successors, which is hereby made the depository of Grantors to receive and credit said payments and shall continue as the depository of any and all sums payable under this Agreement regardless of any change in ownership of said land. In the event that all or any part of the premises under this Agreement are transferred to any heirs, devisees, grantees, or successors of the Grantors, Grantee shall continue to make the payment to the Grantors or those transferred until furnished with (a) proper certified legal documents of such a transfer to enable Grantee to identify the parties as transferred and (b) a statement advising Grantee of the person or persons to which payments shall be made in lieu of the person or persons previously designated herein. Payments made in accordance with this paragraph shall be considered in full compliance with the provisions of this Agreement.

7. Grantee and Grantors shall cooperate in securing a division of flow rates assessed upon said land, so that the interests of Grantee in the storage reservoir easements, well sites and appurtenant surface rights will be equitably assessed from the interest of Grantors in said land. Grantors and Grantee covenant and agree that each will accept all taxes properly levied upon its interest in said land.

8. If Grantee shall permanently abandon the storage of gas under said land and shall not be proceeding with any of the rights granted by the oil and gas lease portion of this instrument, Grantee shall furnish Grantors a duly executed and recordable release of the rights herein granted.

EXHIBIT -

Because of the possibility, however slight, that deposits of oil, gas or other gaseous or liquid hydrocarbons may be discovered in the course of the storage operations referred to above, Grantors do, for the consideration hereinabove stated, and the royalties herein-after provided, further hereby lease and let said land exclusively to Grantee, its successors and assigns, for the purpose of investigating, exploring, drilling, prospecting and mining for and producing oil, gas and all other gaseous or liquid hydrocarbons, and grant to Grantee all other rights, privileges and easements necessary or convenient to the enjoyment thereof; all such rights being hereinafter referred to as leasehold rights. Grantee's right, granted by this paragraph, to produce minerals shall be limited to those minerals found 500 feet or more below the surface of said land.

TO HAVE AND TO HOLD such leasehold rights unto Grantee, its successors and assigns until March 1, 1965 and so long thereafter as oil, gas or other gaseous or liquid hydrocarbons are produced from ~~as gas is found~~ under said land.

In the event such oil, gas, or any other gaseous or liquid hydrocarbon is discovered in commercial quantities Grantee agrees to pay royalties to Grantors, their heirs and assigns, upon the production of such oil, gas or other gaseous or liquid hydrocarbons, as follows:

- (a) on oil produced and sold from said land, 1/4 of the amount realized from such sales;
- (b) on gas, including casinghead gas or other gaseous hydrocarbons produced and sold from said land, 1/4 of the amount realized from such sales.

In the event oil, gas or other gaseous or liquid hydrocarbons are discovered and produced in commercial quantities in a formation in which Grantee is not storing gas or producing gas, oil or other gaseous or liquid hydrocarbons, in premises adjacent to the land of Grantors hereinabove described, Grantee shall, as a prudent oil and gas operator, explore for and diligently attempt to produce oil, gas and other gaseous or liquid hydrocarbons in such formations, to prevent drainage.

Grantee is hereby authorized, whenever Grantee in its judgment deems it necessary or advisable, to communitize the leased premises, or a part thereof, with neighboring land, such communitization to be evidenced (a) by a contract between Grantee and the parties owning an interest in such neighboring land; or (b) if Grantee herein holds oil and gas leases covering such neighboring land, by the execution and filing of record of a declaration of such communitization. Thereafter, the commencement of any well or the production of oil, gas or other gaseous or liquid hydrocarbons on any part of the communitized area shall have the same effect as though such well were commenced, or production had, on the premises hereby leased, and the royalty on the oil or gas produced from the communitized area shall be payable to the Grantors at the rate herein specified, but only in such proportion as the acreage owned by the Grantors in the communitized tract shall bear to the entire acreage in the communitized area.

If Grantors own a less interest in said land than the entire and undivided fee simple estate therein, then the consideration in hand paid has been made and the payments provided for shall be made to Grantors, their assigns or successors in ownership only in the proportion which the interest herein of Grantors bears to the whole and undivided fee simple estate.

"This instrument supplements and amends an instrument executed by Grantors in favor of Grantee or Grantee's predecessors in interest, dated February 4, 1929 ('said instrument'), and insofar as the terms of said instrument are inconsistent with the terms hereof, this instrument shall be controlling."

This instrument embodies the entire agreement between Grantors and Grantee, and no verbal representation of any agent of Grantee shall have any force or effect.

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument, consisting of 1 page, is executed on the day and year first above written.

Leona Foster (SEAL) _____ (SEAL)
 Leona Foster
J. F. Foster (SEAL) _____ (SEAL)
 J. F. Foster
Alice Andrews (SEAL) _____ (SEAL)
 Alice Andrews
Arthur C. Andrews (SEAL) _____ (SEAL)
 Arthur C. Andrews

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payment of Ten Dollars (\$10.00) hereby adopts and joins in the execution of same, and consents to the enjoyment by the Grantee therein of the rights therein vested in Grantee.

Dated this _____ day of March, 1961.

 (SEAL)

 (SEAL)

STATE OF Illinois
 County of Champaign

ACKNOWLEDGMENT ILLINOIS

I, G. B. Chapman, a Notary Public in and for said County in the State aforesaid, do hereby certify that Leona Foster and J. F. Foster, her husband and Alice Andrews and Arthur C. Andrews, her husband personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY hand and notarial seal this 1st day of April, 1961.

G. B. Chapman Notary Public
 My commission expires October 15, A.D. 1961

17
 No. 661812
 GAS STORAGE GRANT
 OIL AND GAS LEASE
 FROM _____ TO _____
 Section: _____ Township: _____ Range: _____
 Date: _____ 19____
 Number of Pages: 668
 County: CHAMPAIGN COUNTY
 State: ILLINOIS
 This instrument was filed for record in Book 679 of _____
 at _____ on April 15, 1961.
 recorded in book _____ of _____
 the records of this office. _____
 County Clerk or Register of Deeds.
 When recorded return to: _____
 INDEXED
 Union Hill Gas & Oil Co.
 804 162 St. Louis, Mo.
 ASSOCIATED ABSTRACT COMPANY

MFC 21715-3
MFC 21714-4
MFC 21722-3

MSP-1-Spec.

GAS STORAGE GRANT
OIL AND GAS LEASE

This instrument dated this 20th day of March, 1961 by Roy W. Hannah and May E. Hannah, his wife

hereinafter referred to as "Grantors" (whether one or more),

WITNESSETH:

That Grantors, owners of the following described land in Champaign County, Illinois, to-wit:

The Southeast Quarter of the Southeast Quarter of Section 15; the West 8 acres of the South 24 acres of the Southwest Quarter of the Southwest Quarter of Section 14; the North 48 rods of the Northeast Quarter of the Northeast Quarter of Section 22 and the North 60 rods of the East 24 rods of the Northwest Quarter of the Northeast Quarter of Section 22 all in Township 21 North, Range 7 East of the Third Principal Meridian

containing 81 acres more or less, hereinafter referred to as "said land",

For and in consideration of the payment of Sixty-five Dollars per acre, receipt of which is hereby acknowledged, and other good and valuable considerations do hereby GRANT, CONVEY and WARRANT unto THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, hereinafter referred to as "Grantee", its successors and assigns, in respect to said land, the exclusive right, privilege and authority to introduce natural gas or other gases or vapors (all herein referred to as "gas") into any geological strata underlying said land not containing oil or gas in commercial quantities (all such strata being referred to as the "Storage Reservoir"); to store gas in the Storage Reservoir and to retain the possession of gas so stored as personal property; to remove gas (with any water vapors absorbed) from the Storage Reservoir; and to use, hold and occupy the Storage Reservoir for all such purposes and in connection therewith and with exploratory operations incidental thereto, the further right, privilege and easement to conduct geological or geophysical surveys, and to drill, install, maintain, renew, operate, move and remove at locations selected by Grantee such wells, pipelines, electric lines and other structures, equipment and appurtenances as Grantee may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Grantee, including well casings; to have the right of ingress and egress to, from and across said land at necessary points; and to do and perform such other acts and things as may be necessary for all foregoing purposes; all as part of and in connection with the gas storage project for the storage of gas to be conducted on and under said land and lands in the vicinity thereof; and Grantors hereby expressly release and waive any right of homestead.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, all subject, however, to the following covenants and provisions:

1. In the event the consideration heretofore or contemporaneously paid for the rights herein granted is at a rate not in excess of Forty-five Dollars (\$45.00) per acre, Grantee shall pay Grantor each calendar year, until the rights granted hereunder are abandoned and released, an additional consideration a sum equal to Two Dollars (\$2.00) per acre. Payments for each calendar year shall be made on or before May 1 of such calendar year. Failure to make payment on its due date shall not result in a forfeiture of this Agreement.

2. For each observation well and appurtenances drilled upon the said land, Grantee shall pay Grantors the sum of \$250.00, and Grantee shall have and hold determinable fee simple title to an area in the form of a rectangle 25 x 50 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee shall pay Grantors for each injection-withdrawal well drilled the sum of \$1,000, and Grantee shall have and hold a determinable fee simple title to an area in the form of a rectangle 200 x 100 feet, a longer side of which shall be parallel and adjacent to a property line, highway right of way line, section line or quarter section line, or an established fence line; Grantee may have the temporary use of an area adjoining any such well sites for operations incident to the maintenance and repair of wells drilled thereon. Grantee shall give Grantors 30 days' notice of its intention to have and hold any of the well site/s herein provided for, by U.S. Mail at Grantors' last known address or in care of the depository herein designated, together with a location survey and legal description of such well site/s, and shall at the same time tender the payments in this paragraph provided for. Upon tender of payment as aforesaid, and the expiration of the 30 day notice period, Grantee shall thereafter have and hold the well site/s described in said notice in fee simple determinable, for so long a period of time as said site/s or the equipment thereon is used by Grantee in any manner in connection with the underground storage of gas, or the extraction of minerals by Grantee. Upon the request of Grantee, Grantors shall furnish any and all documents requested by Grantee to evidence Grantee's title to such well sites, including, without limitation, general warranty deeds upon the terms herein set forth. If Grantee's title to any such well sites shall terminate for non-user as herein provided, Grantee shall, at the request of Grantors, furnish to Grantors a release of any interest Grantee may have in said well site; provided, however, that Grantee may reserve unto itself the exclusive right and privilege to store natural gas thereunder.

3. Grantee shall have the option until March 1, 1965, to acquire rights of way and easements for the installation of pipelines and appurtenant facilities (inclusive of electric lines laid in the same trench) across said land which shall include the right to operate, repair, maintain, remove and replace such facilities, and Grantee shall have the right to use in connection therewith a strip of land of the width hereinafter set forth, at the following prices per lineal rod: for pipelines twenty-four (24) inches or more in diameter, a 75-foot strip, ten dollars (\$10.00); for pipelines less than twenty-four (24) inches and more than sixteen (16) inches in diameter, a 50-foot strip, seven dollars and fifty cents (\$7.50); for pipelines sixteen (16) inches or less in diameter, a 30-foot strip, five dollars (\$5.00). Payment as aforesaid, for each and every pipeline proposed to be installed by Grantee, shall be made by Grantee within thirty (30) days after Grantee has notified Grantors, by U.S. Mail, of its election to acquire the rights of way for the future construction of said pipelines. It is agreed that a pipeline need not be laid in the center of its right of way strip. Grantee shall pay Grantors or their tenants, as their respective interests may appear, for all damages occasioned by the installation, operation, repair, maintenance, removal or replacement of any of said facilities. Grantee shall bury and maintain all pipelines and electric lines (except electric lines laid within public highway rights of way) below plow depth, and on removal or abandonment of any of the facilities authorized hereunder, shall restore the surface of said land, as nearly as practicable, to its original condition. All pipelines shall be located on or within fifty (50) feet of a highway right of way line, section line or quarter section line, or established fence line. If Grantee shall have exercised the option granted in this paragraph and shall have laid a pipeline and shall thereafter remove said pipeline and replace it with another pipeline of the same or lesser diameter, Grantee shall not be obligated to pay Grantors additional compensation for the right of way. If Grantee shall remove a pipeline and replace it with a pipeline of greater diameter, Grantee shall pay Grantors the difference in compensation, if any, between that already paid Grantors for the pipeline removed and that which Grantee would have paid if the replacement pipeline had been laid in the first instance.

4. All existing tile lines or drains that may be cut or disturbed by the laying of pipelines shall be repaired by Grantee in good and workmanlike manner, with tile drains supported by substantial iron supports where required, to the end that such construction shall not result in disturbance or interference with tiles and drains nor interfere with the natural drainage of said land. Grantee agrees that if future tiling unavoidably intersects a pipeline, Grantee will undertake such measures or install such facilities necessary to insure the proper functioning of such tile, including continuous flow beyond the pipeline.

5. Grantee in selecting the location for any of the above mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling on Grantor's property unless Grantor agrees, in writing, to the location of such well at a lesser distance therefrom.

6. Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantor's water supply. In the event it is demonstrated that a source of water supply presently used by Grantor is interrupted by Grantee's operation, Grantee shall provide an alternate source of water to Grantor for domestic and agricultural use during such period as Grantor's water supply is so interrupted.

7. All payments hereunder may be made direct to the Grantors or deposited to the credit of Grantors at First National Bank, Champaign, Ill. or its successors, which is hereby made the lawful agent of Grantors to receive and credit said payments and shall continue as the depository of any and all sums payable under this Agreement regardless of any change in ownership of said land. In the event that all or any part of the premises under this Agreement are transferred to any heirs, devisees, grantees, or successors of the Grantors, Grantee shall continue to make the payment to the Grantors as above provided until furnished with: (a) proper certified legal documents of such a transfer to enable Grantee to identify the premises so transferred and; (b) a statement advising Grantee of the person or agent to which payment shall be made in lieu of the person or agent previously designated herein. Payments made in accordance with this paragraph shall be considered in full compliance with the provisions of this Agreement.

8. Grantee and Grantors shall cooperate in securing a division of the taxes assessed upon said land, so that the interests of Grantee in the storage reservoir easements, well sites and appurtenant surface rights will be separately assessed from the interest of Grantors in said land. Grantors and Grantee covenant and agree that each will satisfy all taxes properly levied upon its interest in said land.

9. If Grantee shall permanently abandon the storage of gas under said land and shall not at such time be exercising any of the rights granted by the oil and gas lease portion of this instrument, Grantee shall furnish Grantors a duly executed and recordable release of the rights herein granted.

Because of the possibility, however slight, that deposits of oil, gas or other gaseous or liquid hydrocarbons may be discovered in the course of the storage operations referred to above, Grantors do, for the consideration hereinabove stated, and the royalties herein-after provided, further hereby lease and let said land exclusively to Grantee, its successors and assigns, for the purpose of investigating, exploring, drilling, prospecting and mining for and producing oil, gas, and all other gaseous or liquid hydrocarbons, and grant to Grantee all other rights, privileges and easements necessary or convenient to the enjoyment thereof, all such rights being hereinafter referred to as leasehold rights. Grantee's right, granted by this paragraph, to produce minerals shall be limited to those minerals found 500 feet or more below the surface of said land.

TO HAVE AND TO HOLD such leasehold rights unto Grantee, its successors and assigns until March 1, 1965 and so long there-after as oil, gas or other gaseous or liquid hydrocarbons are produced from on-gas-to-be-covered-under said land.

In the event such oil, gas, or any other gaseous or liquid hydrocarbon is discovered in commercial quantities Grantee agrees to pay royalties to Grantors, their heirs and assigns, upon the production of such oil, gas or other gaseous or liquid hydrocarbons, as follows: (a) on oil produced and sold from said land, 1/4 of the amount realized from such sale; (b) on gas, including casinghead gas or other gaseous hydrocarbons produced and sold from said land, 1/4 of the amount realized from such sale.

In the event oil, gas or other gaseous or liquid hydrocarbons are discovered and produced in commercial quantities in a formation in which Grantee is not storing gas or producing gas, oil or other gaseous or liquid hydrocarbons, in premises adjacent to the land of Grantors hereinabove described, Grantee shall, as a prudent oil and gas operator, explore for and diligently attempt to produce oil, gas and other gaseous or liquid hydrocarbons in such formations, to prevent drainage.

Grantee is hereby authorized, whenever Grantee in its judgment deems it necessary or advisable, to communitize the leased premises, or a part thereof, with neighboring lands, such communitization to be evidenced (a) by a contract between Grantee and the parties owning an interest in such neighboring lands; or (b) if Grantee herein holds oil and gas leases covering such neighboring land, by the execution and filing of record of a declaration of such communitization. Thereafter, the commencement of any well or the production of oil, gas or other gaseous or liquid hydrocarbons on any part of the communitized area shall have the same effect as though such well were commenced, or production had, on the premises hereby leased, and the royalty on the oil or gas produced from the communitized area shall be payable to the Grantors at the rate herein specified, but only in such proportion as the acreage owned by the Grantors in the communitized tract shall bear to the entire acreage in the communitized area.

If Grantors own a less interest in said land than the entire and undivided fee simple estate therein, then the consideration in hand paid has been made and the payments provided for shall be made to Grantors, their assigns or successors in ownership only in the proportion which the interest herein of Grantors bears to the whole and undivided fee simple estate.

"This instrument supplements and amends an instrument executed by Grantors in favor of Grantee or Grantee's predecessors in interest, dated November 23, 1959 ('said instrument'), and insofar as the terms of said instrument are inconsistent with the terms hereof, this instrument shall be controlling."

This instrument embodies the entire agreement between Grantors and Grantee, and no verbal representation of any agent of Grantee shall have any force or effect.

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument, consisting of 1 page, is executed on the day and year first above written.

Roy W. Hannah (SEAL)
May E. Hannah (SEAL)
(SEAL)
(SEAL)

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payment of Ten Dollars (\$10.00) hereby adopts and joins in the execution of same, and consents to the enjoyment by the Grantee therein of the rights therein vested in Grantee.

Dated this 20th day of March, 1961.

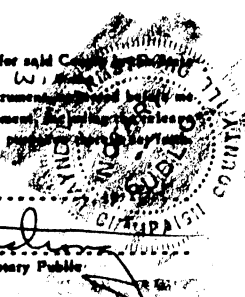
STATE OF ILLINOIS
County of Champaign

ACKNOWLEDGMENT ILLINOIS

I, Wayne R. Armstrong, a Notary Public in and for said County of Champaign, do hereby certify that Roy W. Hannah & May E. Hannah, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, and that they are free and voluntary act, for the uses and purposes therein expressed, and waiver of the right of homestead, as their free and voluntary act, for the uses and purposes therein expressed.

GIVEN under my hand and notarial seal this 20th day of March, 1961.

My commission expires May 2, A.D. 1964. Wayne R. Armstrong, Notary Public.



Form with fields for Date, Section, Township, Range, Number of Acres, and recording information. Includes handwritten notes like 'INDEXED' and '668'.

PGMO-59



EASEMENT TO CONDUCT EXPLORATORY OPERATIONS
OPTION FOR GAS STORAGE EASEMENT
OIL AND GAS LEASE

This instrument dated this 13th day of October, 195 by
James C. Dozier and Hattie A. Dozier, his wife

hereinafter referred to as "Grantors" (whether one or more)

The East 1/2 East of the East 1/2 East of the North 1/2 East of the Northeast Quarter of the Northwest Quarter of Section 25. The South one-half of the Southeast Quarter of Section 27; the West one-half of the Southwest Quarter of Section 26 except that portion of the Northwest Quarter of the Southwest Quarter of said Section 26, which is East of the center of the Sangamon River, subject to a right of ingress and egress from the last described premises along the East 30 feet of the Southwest Quarter of the Southwest Quarter of said Section 26; and also except the following described tract: Beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 26, thence East 10 feet, thence South parallel to the East line of the Southwest Quarter of the Southwest Quarter to a point Ten feet East of the Southeast corner of the Southwest Quarter of the Southwest Quarter thence West 50 feet, thence North parallel to the East line of the Southwest Quarter of the Southwest Quarter to a point 40 feet West and 185 feet South of the Northeast corner of the Southwest Quarter of the Southwest Quarter, thence West parallel to the North line of the Southwest Quarter of the Southwest Quarter 288 feet more or less to the center line of the Sangamon River, thence Northeasterly along the center line of the Sangamon River to the North line of the Southwest Quarter of the Southwest Quarter, thence East along said North line to the point of beginning; the South one-half of the Southeast Quarter of the Southwest Quarter and the North 40 rods of the West 48 rods of the Southeast Quarter of the Southwest Quarter, except the West 10 feet thereof of said Section 26. Part of the Southwest Quarter of the Northwest Quarter of Section 26, beginning at the Southwest corner of the South one-half of the Northwest Quarter of said Section 26, thence North 48 rods, thence East to the center of the Sangamon River, thence Southeasterly along the center of said river 2 1/2 rods, thence East to a wire fence on the East bank of said river, thence Southerly following the East Bank of said river to the South line of the South one-half of the Northwest Quarter of said Section 26, thence West to the point of beginning and the North 32 rods of the West 50 rods of the Southwest Quarter of the Northwest Quarter of Section 26; a part of Section 27 described as follows: Beginning at the Northeast corner of the South one-half of the Southeast Quarter of said Section 27, thence running West along the North line of said South one-half of the Southeast Quarter of Section 27 a distance of 694 feet, thence North 2,228 feet to a point 685 feet West of the East line of said Section 27, thence East 685 feet to a point on the East line of said Section 27, thence South 2,223 feet to the point of beginning. The West one-half of the Northwest Quarter of the Northwest Quarter of Section 26, and a tract of land described as follows: Beginning at the Northeast corner of said Section 27, thence West along the North line of said Section 27 a distance of 12 feet, thence Southeasterly to a point 1,847 feet South of the Northeast corner of Section 27 and on the section line, thence North along said Section line 1,847 feet to the point of beginning except the North 634.5 feet of the last two described tracts. All of the above described premises being in Township 21 North, Range 7 East of the Third Principal Meridian.

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James C. Dozier
Signed for Identification

EXHIBIT 8

containing 285.15 acres more or less, hereinafter referred to as "said land",

For and in consideration of the payment of One Dollar (\$1.00) per acre, receipt of which is hereby acknowledged, do hereby GRANT CONVEY and WARRANT unto THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, hereinafter referred to as "GRANTEE" its successors and assigns, in respect to said land, the right, privilege and easement for a period of three (3) years from the date hereof to conduct geological and geophysical exploratory operations in, under and upon said land, including, but not limited to, the drilling of test wells for the purpose of ascertaining the geological structure/s underlying said land and the further right to inject and withdraw gas on a pilot or test basis only, under said land (said injection and withdrawal to be completed within the period of the rights herein granted) and in connection therewith, the further right, privilege and easement to install such pipelines, electric lines and other structures, equipment and appurtenances as Grantee may deem necessary or desirable; to remove therefrom all property placed in or on said land by Grantee; to have the right of ingress and egress to, from and across said land at convenient locations.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, for the period of three (3) years from the date hereof provided, however, that Grantee shall have the right, upon the payment of an equal sum, to extend the period of the aforementioned rights for three (3) years (such 3-year period, or any extension thereof, hereinafter referred to as "the option period").

Grantors further grant unto Grantee the right and option, to be exercised by written notice given to Grantors, sent by certified mail on or before the expiration of the option period, said notice to describe said land or such portion thereof upon which such option is exercised and upon the payment to Grantors of the sum of Sixty-five Dollars (\$65.00) per acre, less such sums per acre theretofore paid under the terms of this instrument to Grantors, and Grantors agree upon the receipt of the written notice as provided herein and upon the payment of such sum that Grantee shall have, and Grantors hereby GRANT, CONVEY and WARRANT, upon the exercise of the option by Grantee, the exclusive right, privilege and easement to introduce natural gas or other gases or vapors (all herein referred to as "gas") into any geological strata underlying said land or such portion thereof upon which such option is exercised not containing oil or gas in commercial quantities (all such strata herein referred to as the "Storage Reservoir"); to store gas in the Storage Reservoir and to retain the possession of gas so stored a personal property; to remove gas (with any water vapors absorbed) from the Storage Reservoir; and in connection therewith and with exploratory operations incidental thereto, the further right, privilege and easement to conduct geological or geophysical surveys, and to drill, install, maintain, renew, operate, move and remove at locations selected by Grantee such wells, pipelines, electric lines and other structures, equipment and appurtenances as Grantee may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Grantee including well casings; to have the right of ingress and egress to, from and across said land, or such portion thereof upon which such option is exercised, at convenient points; and to do and perform such other acts and things as may be necessary or convenient for all foregoing purposes; all as part of and in connection with the gas storage project for the storage of gas to be conducted on and under said land and land in the vicinity thereof; and Grantors hereby expressly release and waive any right of homestead, all subject, however, to the following covenant and provisions:

1. In the event Grantee shall not exercise the option herein granted on or before the expiration of the option period, Grantee shall after such expiration, upon request of Grantor, execute a valid release of all rights herein granted.
2. Without regard to the payments hereinabove provided for, Grantee shall pay Grantors (a) for each exploratory well without above ground permanent appurtenances drilled on said land during the option period, the sum of \$50.00; (b) for each observation well and its appurtenances drilled on said land the sum of \$250.00; (c) for each injection-withdrawal well drilled after the exercise of the option hereinabove provided for the sum of \$1,000.00; (d) for each lineal rod of pipeline (inclusive of electric lines installed in its trench) not located on a public highway the sum of Ten Dollars (\$10.00) for said pipeline if twenty-four (24) inches or more in diameter, Seven Dollars and Fifty Cents (\$7.50) for such pipeline if it is less than twenty-four (24) inches and more than sixteen (16) inches in diameter, and Five Dollars (\$5.00) if such pipeline is sixteen (16) inches or less in diameter; (e) for each lineal rod of electric line not located on public highway or in pipeline trench the sum of Five Dollars (\$5.00); and (f) for all other installations the reasonable compensation therefor. Payment for any well shall be made prior to its installation, and payment for any other facility shall be made promptly after installation.
3. Grantee covenants that any exploratory well drilled during the option period shall be cased and valved at the surface or plugged in accordance with applicable state regulations.
4. Grantee shall pay Grantors, their successors in interest and/or tenants, as their respective interests may appear, for all damage to growing crops and timber, fences and improvements, occasioned by the installation, maintenance, operation, renewal or removal of pipeline or other facilities, except at well sites.
5. Grantee may occupy for each storage injection-withdrawal well, its fixed appurtenances and any structures and equipment necessary to its operation, an area in the form of a rectangle two hundred feet by one hundred feet, the longer sides of which shall be adjacent to a property line or a quarter section line, and Grantee may have temporary use of an adjoining area for operations incident to the operation, maintenance or repair thereof. Grantee may enclose all or any part of each such well site area with a fence, and shall at Grantor's written request so enclose each such well and its appurtenances.
6. Grantee may occupy for each observation well, its fixed appurtenances, and any structures and equipment necessary to its operation an area in the form of a rectangle 25 feet by 30 feet, the longer sides of which shall be parallel to a property line or a quarter section line and Grantee may have temporary use of an adjoining area for operations incident to the operation, maintenance or repair thereof. Grantee may enclose all or any part of each such well site area with a fence, and shall, at Grantor's written request, so enclose each such well and its appurtenances.
7. Grantee shall bury and maintain all pipelines and electric lines (except where electric lines are on public highways) below plow depth, and on the removal or abandonment of any of the facilities authorized hereunder, shall restore the surface of said land as near as practicable to its original condition. All pipelines shall be located on or within fifty feet of a property or quarter section line.
8. All tile drains that may be cut or disturbed by exercise of any of the rights herein granted shall be repaired by Grantee in a good and workmanlike manner, with tile drains supported by substantial iron supports where required.
9. Grantee in selecting the location for any of the above mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling on Grantor's property unless Grantor agrees, in writing, to the location of such well at a lesser distance therefrom.
10. Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantor's water supply. In the event it is demonstrated that a source of water supply presently used by Grantor is interrupted by Grantee's operation, Grantee shall provide an alternate source of water to Grantor for domestic and agricultural use during such period as Grantor's water supply is so interrupted.

Because of the possibility, however slight, that oil, gas or other gaseous or liquid hydrocarbons may be discovered in the course of the exploratory operations referred to above, Grantors do, for the consideration hereinabove stated, and the royalties hereinafter provided, further hereby lease and let said land exclusively to Grantee, its successors and assigns, for the purpose of investigating, exploring, drilling, prospecting and mining for and producing oil, gas and all other gaseous or liquid hydrocarbons, and grant to Grantee all other rights, privileges and easements necessary or convenient to the enjoyment thereof.

TO HAVE AND TO HOLD such leasehold rights unto Grantee, its successors and assigns, for the option period and so long thereafter as oil, gas or other gaseous or liquid hydrocarbons are produced from the above described premises.

In the event such oil, gas, or any other gaseous or liquid hydrocarbon is discovered in commercial quantities in the course of such exploratory operations, Grantee agrees to pay royalties to Grantors, their heirs and assigns, upon the production of such oil, gas or other gaseous or liquid hydrocarbons, as follows:

- (a) on oil produced and sold from said land, 1/4 of the amount realized from such sale;
- (b) on gas, including casinghead gas or other gaseous hydrocarbons produced and sold from said land, 1/4 of the amount realized from such sales.

In the event oil, gas or other gaseous or liquid hydrocarbons are discovered and produced in commercial quantities in a formation in which Grantee is not storing gas or producing gas, oil or other gaseous or liquid hydrocarbons, in premises adjacent to the land of Grantors hereinabove described, Grantee shall, as a prudent oil and gas operator, explore for and diligently attempt to produce oil, gas and other gaseous or liquid hydrocarbons in such formations, to prevent drainage.

Grantee is hereby authorized, whenever Grantee in its judgment deems it necessary or advisable, to communitize the leased premises, or a part thereof, with neighboring land; such communitization to be evidenced (a) by a contract between Grantee and the parties owning an interest in such neighboring land; or (b) if Grantee herein holds oil and gas leases covering such neighboring land, by the execution and filing of record of a declaration of such communitization. Thereafter, the commencement of any well or the production of oil, gas or other gaseous or liquid hydrocarbons on any part of the communitized area shall have the same effect as though such well were commenced, or production had, on the premises hereby leased, and the royalty on the oil or gas produced from the communitized area shall be payable to the Grantors at the rate herein specified, but only in such proportion as the acreage owned by the Grantors in the communitized tract shall bear to the entire acreage in the communitized area.

If Grantors own a less interest in said land than the entire and undivided fee simple estate therein, then the consideration in hand paid has been made and the payments provided for in paragraphs 1 and 2 hereof shall be made to Grantors, their assignees or successors in ownership only in the proportion which the interest of Grantors bears to the whole and undivided fee simple estate.

This Instrument embodies the entire agreement between Grantors and Grantee, and no verbal representation of any agent of Grantee shall have any force or effect.

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument, consisting of 1 page, is executed on the day and year first above written.

_____(SEAL) Jason C. Dosier _____(SEAL)

_____(SEAL) [Signature] _____(SEAL)

_____(SEAL) [Signature] _____(SEAL)

_____(SEAL) _____(SEAL)

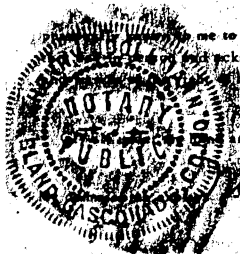
The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payment of Ten Dollars (\$10.00) hereby adopts and joins in the execution of same, and consents to the enjoyment by the Grantee therein of the rights therein vested in Grantee.

Dated this 18th day of OCTOBER, 1965

_____(SEAL)

Robert Addell _____(SEAL)

STATE OF Missouri }
 County of Gasconade }
 I, Henry Bollmann a Notary Public in and for said County in the State
 aforesaid, do hereby certify that Jason C. Dosier and Mattie A. Dosier, his wife



me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that they signed, sealed and delivered the said instrument, including the release of their homestead, as their free and voluntary act, for the uses and purposes therein set forth.

notarial seal this 15th day of October, 1965
Nov 7 A.D. 1968 Henry Bollmann
 Notary Public

1937307 P 34

NO. 1937307 P 34

EASEMENT TO CONDUCT EXPLORATORY OPERATIONS
 OPTION FOR GAS STORAGE EASEMENT
 OIL AND GAS AND GAS STORAGE LEASE

FROM _____ TO _____

Disse: _____

Section: _____

Number of Acres: _____

County: STATE OF MISSOURI

State: CHANDLER COUNTY, MO

Filed for Record in Recorder's Office of said County, _____

County of: Oct 26 1965 - 9 25 AM

This instrument was filed for record on _____

at _____

Recorded in book 805 page 108

of the records of this office

County Clerk _____ or Register of Deeds _____

Notary Public _____

When recorded return to: INDEXED

Return to: 1048

NATIONAL GAS PRELINE COMPANY OF AMERICA
 122 SOUTH MICHIGAN AVENUE
 CHICAGO, ILLINOIS 60604