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SANDUSKY COUNTY

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PROBATE COURT
BRAD CULBERT
JUDGE

IN THE
COURT OF COMMON PLEAS
PROBATE DIVISION
SANDUSKY COUNTY, OHIO

In Re:	:	Case No. 92-ES-000645
	:	
The Estate of HENRY G. STAHL,	:	JUDGE R. BRADFORD CULBERT
	:	
Decedent.	:	
	:	
	:	
	:	

SETTLEMENT AGREEMENT AND SATISFACTION OF CLAIM

This Satisfaction of Claim is hereby given to the Estate of Henry G. Stahl ("Estate")¹ by the State of Ohio, on behalf of the Ohio Environmental Protection Agency ("Ohio EPA") (hereinafter collectively referred to as the "State").

I. PARTIES

1. The provisions of this Settlement Agreement and Satisfaction of Claim (hereinafter referred to as the "Settlement Agreement") shall apply to and be binding upon the Estate and the State (hereinafter, at times, individually and collectively referred to as "Party" or the "Parties,"), their affiliates, agents, assigns, associates, attorneys, divisions, employees, executor(s), heirs, officers, officials, partners, sections, successors and any person acting in concert or privity with the people identified in this paragraph.

¹ It is understood by the Parties that the term "Estate" does not include Executor John B. Stahl ("Executor Stahl") in his corporate or individual capacity. Executor Stahl is included in said term only to the extent he is the Estate's official representative as appointed by the Sandusky County Court of Common Pleas, Probate Division. See, Probate Court's December 21, 1992 Entry Appointing Fiduciary; Letters of Authority.

II. SATISFACTION OF CLAIM

2. The State alleges in its July 8, 1994 Complaint for Determination of Claim, etc., that Decedent Henry G. Stahl ("Decedent") owned and/or operated, or otherwise engaged in, the management of solid waste at the sanitary landfill located at 1680 County Road 157, Rice Township, Sandusky and Ottawa Counties, Ohio (hereinafter referred to as the "Countyline facility") in such a manner as to result in violations of the State's solid waste laws, i.e., Chapter 3734. of the Ohio Revised Code ("ORC") and the rules adopted thereunder.

3. In addition, the State alleges that Decedent was personally liable to the State for his violations of the State's solid waste laws. As such, Decedent's liability transfers to the Estate per ORC §2117.25(G). The Estate is, therefore, jointly, severally and strictly liable for said violations.

4. Except as specifically provided herein, compliance with the terms of this Settlement Agreement shall constitute full satisfaction of any civil liability by the Estate for all claims alleged in the State's July 8, 1994 Complaint for Determination of Claim, etc.

III. REMITTAL OF SETTLEMENT SUMS

5. Within thirty (30) days of the Court's entry of this Settlement Agreement, the Estate is Ordered and enjoined to establish a trust fund which will be used for final closure and post-closure care monitoring of the Countyline facility. The terms of said trust fund shall be consistent with and satisfy the appropriate requirements of Rules 3745-27-15, 3745-27-16 and 3745-27-17 of the Ohio Administrative Code ("OAC"). In addition, the terms of said trust fund shall provide for the following:

- a. Any monies remaining in the trust fund after the completion of the thirty year post-closure period, shall be disbursed to the Ohio EPA for payment into the hazardous waste clean up fund established pursuant to O.R.C. §3734.28, or any successor fund identified by the Ohio EPA;

- b. The Director, at his non-reviewable discretion, may allow, or provide for, the disbursement of any proceeds from the trust fund for the payment of any closure, post-closure care or other costs associated with environmental remedial activities or corrective measures at the Countyline facility; and
- c. The Director, at his non-reviewable discretion, reserves the right to add more monies to this closure/post closure trust fund from any potential future settlements from any other related or unrelated enforcement action.

Once completed and filed with the Probate Court, the Estate is Ordered and enjoined to send a copy of the trust agreement, which shall be incorporated into this Settlement Agreement as if fully rewritten herein, to the State's attorney at the address listed on the signature page.

6. Within seven (7) days of the establishment of the trust fund, as required by Article III, paragraph No. 5, the Estate is Ordered and enjoined to pay to the trust fund trustee all monies remaining in the Estate's account, which amounts to twenty-nine thousand, one hundred sixty-six dollars and twenty-eight cents (\$29,166.28), less the payment of attorney's fees in the amount of three thousand five hundred seventy-five dollars (\$3,575.00) to Mr. Alfred J. Cooper, Esq., for a total of twenty-five thousand, five hundred and ninety-one dollars and twenty-eight cents (\$25,591.28) by delivering a certified Estate check to the trustee for said amount.

IV. RESERVATION OF RIGHTS AS TO OTHER PERSONS

7. Nothing in this Settlement Agreement shall be construed to relieve any person not a party to this document from any and all past, present or future administrative, civil and/or criminal liability to the State under ORC Chapter 3734. and the rules adopted thereunder related to the management of solid wastes at the Countyline facility.

8. In addition, nothing in this Settlement Agreement shall be construed to relieve Executor John B. Stahl in his corporate, individual, official or other representative capacity from any and all past, present or future administrative, civil and/or criminal liability to the State under ORC Chapter 3734. and the rules adopted thereunder, related to the management of solid wastes at the Countyline facility.

V. NON-ADMISSION OF LIABILITY CLAUSE

9. This Settlement Agreement is a settlement of disputed claims and does not constitute the payment of a civil penalty or an admission of any liability on the part of the Estate, which liability is expressly denied by the Estate.

VI. APPLICATION OF OHIO LAW

10. The provisions of this Settlement Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the following signatures as binding upon the Parties. By the signatures below, each Party has read, understood and voluntarily agreed to the terms of this Settlement Agreement.

IT IS SO ORDERED:

Entered this 17TH day of NOVEMBER, 1995.

COURT OF COMMON PLEAS
SANDUSKY COUNTY, OHIO



Judge R. Bradford Culbert

APPROVED:

BETTY D. MONTGOMERY
ATTORNEY GENERAL OF OHIO

BY:

 10/23/95
LAUREN C. ANGELL (0042715)

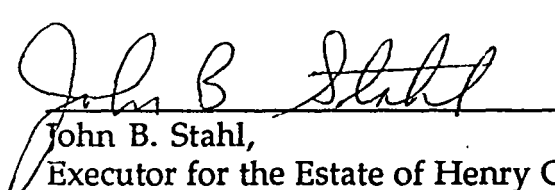
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Attorney for the Estate of Henry G. Stahl


John B. Stahl,

Executor for the Estate of Henry G. Stahl