

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

STATE OF WISCONSIN,

Plaintiff,

v.

AMTEL, INC.,
AVATAR HOLDING INC.,
SUPERIOR OF WISCONSIN, INC., as
successor by merger to BELOIT
DISPOSAL, INC.,
CITY OF EDGERTON,
CITY OF STOUGHTON,
DT, INC.,
DANA CORPORATION,
DORSEY TRAILERS, INC.,
HIGHWAY INDUSTRIES, INC.,
IKI MANUFACTURING CO., INC.,
NELSON-YOUNG LUMBER COMPANY,
VALLEY SANITATION COMPANY, INC.,
WEYCO GROUP, INC.,
X-L-CO., INC.,
XTRA CORPORATION,

Defendants.

Civil Action No.

CONSENT DECREE WITH SETTLING DEFENDANTS

This Consent Decree (hereinafter this "Decree") is made and entered into by the State of Wisconsin (the "State") and Amtel, Inc., Avatar Holding Inc., Superior of Wisconsin, Inc., as successor by merger to Beloit Disposal, Inc., City of Edgerton, City of Stoughton, DT, Inc., Dana Corporation, Dorsey Trailers, Inc., Highway Industries, Inc., IKI Manufacturing Co., Inc., Nelson-Young Lumber Company, Valley Sanitation Company Inc., WEYCO Group, Inc., X-L-CO., INC., and XTRA Corporation, also jointly referred to herein as "Settling Defendants".

I. BACKGROUND

A. The State, on behalf of the Wisconsin Department of Natural Resources ("WDNR") filed a complaint (the "Complaint") in this matter pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., (hereinafter "CERCLA") and various provisions of the Wisconsin Statutes, including but not limited to Sections 144.76 and 144.442.

B. The Complaint seeks reimbursement from the named defendants (hereinafter "Settling Defendants") for costs incurred and to be incurred by the State in responding to a release or threatened release of hazardous substances at or from the Edgerton Sand and Gravel Landfill Site located in Rock County, Wisconsin, (the "ES&G site" or the "Site") as specifically defined in Section IV of this Consent Decree. In response to the release or threatened release of hazardous substances at or from the ES&G site, bottled water was supplied to area residents, a Remedial Investigation and Feasibility Study ("RI/FS"), a Focused Feasibility Study ("FFS") for an alternative water supply, preparation and implementation of a Remedial Action ("RA") on operable Unit I (landfill cap reconstruction) ("OU I"), and the Edgerton Sand and Gravel Drum Removal Project were completed and approved by the WDNR, all of which actions are consistent with the National Contingency Plan (hereinafter the "NCP"), 40 C.F.R. Part 300.

C. The WDNR will decide on the final remedial action to be implemented at the Site as embodied in a Final Record of Decision ("Final ROD"), based on the FS. The decision of the WDNR on the remedial action to be implemented for an alternative water supply is embodied in a record of decision ("Alternative Water Supply ROD"), which was signed on November 23, 1993, and which is incorporated herein by reference.

D. On October, 28, 1994, certain parties commenced a civil action against Settling Defendants and others entitled Rodney A. and Deborah J. Alderman, et al. v. DT, Inc., et al., Case No. 94-CV-675 (Rock County Circuit Court) (the "Alderman action"). The Alderman action demands damages due to alleged contamination at or from the ES&G and/or the Former Trailer Manufacturing Site ("FTMF") sites. The Alderman action has been settled as between Settling Defendants and plaintiffs in that action as memorialized in the Settlement Agreement set forth as Exhibit 1 to this Decree.

E. The WDNR has been requested to, and may in the future receive additional requests to, compensate the plaintiffs in the Alderman action and others residing or owning property in the Advisory Area, as defined herein, pursuant to the terms and requirements of the Well Compensation law, § 144.027, Wis. Stats. After review of such claims, the State may award and make compensation payments to the extent such claimants qualify under the law.

F. The City of Edgerton submitted an application for a \$750,000 Community Development Block Grant ("Block Grant") on

December 22, 1995. On March 29, 1996, the Wisconsin Department of Development awarded the Block Grant for extension of municipal water to the Advisory Area delineated in Exhibit 2 to this Decree.

G. The parties to this Decree agree, and the Court by entering this Decree finds, that settlement of the claims in this case against the Settling Defendants is in the public interest and is made in good faith, and that entry of this Decree is fair and reasonable and is the most appropriate means to resolve the matters covered herein.

H. NOW, THEREFORE, before the taking of any testimony, without any admission of fact or law, and upon the consent and agreement of the parties, it is hereby ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION AND VENUE

For the purposes of entry and enforcement of this Decree, the Court has jurisdiction over the subject matter of this action and the parties to this Decree pursuant to 28 U.S.C. §§ 1331 and 1345, Sections 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a) and 9613(b), and has supplemental jurisdiction over the claims arising under state law. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and § 113(b) of CERCLA, 42 U.S.C. § 9613(b). Solely for purposes of enforcing this Decree the Settling Defendants do not object to this Court's personal jurisdiction over them, and, solely for purposes of enforcing this Decree, Settling Defendants waive all objections and defenses they may have to jurisdiction of this Court or to venue in this District.

III. PARTIES BOUND

The provisions of this Decree shall apply to and be binding on the State and its agencies, departments, divisions or administrations and state natural resource trustees and on the Settling Defendants and their successors and assigns. Changes in the ownership or corporate form or status of the Settling Defendants shall have no effect on their obligations under this Decree or on the State's obligations to Settling Defendants under this Decree.

IV. DEFINITIONS

This Decree incorporates the definitions set forth in Section 101 of CERCLA, 42 U.S.C. § 9601 and in the regulations promulgated thereunder, 40 C.F.R. Part 300. In addition, whenever the following terms are used in this Decree, they shall have the following meanings:

A. "Advisory Area" shall mean that certain Ground Water Advisory Area designated by the WDNR as described in Exhibit 2 appended hereto.

B. "Decree" shall mean this Consent Decree and all of its Exhibits. In the event of conflict between the text of this Consent Decree and any of its Exhibits, the text of this Consent Decree shall govern.

C. "Contract No. SF-91-02" shall mean the environmental repair contract, In the Matter of the Edgerton Sand and Gravel Landfill, Contract No. SF-91-02, which became effective on September 12, 1991, pursuant to which the RI/FS, the FFS for an

alternative water supply, and preparation and implementation of the RA on OU I for landfill cap reconstruction were completed and approved by the WDNR.

D. "ES&G Site" shall mean the contiguous property as shown in Figure 2-3 from the FFS for the Edgerton Sand and Gravel Landfill located in the east half of Section 10, T4N, R12E in the Town of Fulton, Rock County, Wisconsin, estimated to be 15.6 acres, consisting of: a landfill area known as the Edgerton Sand & Gravel Landfill; a burn pit area located about 500 feet south of the landfill; and a drum disposal area adjoining the burn pit generally to the east and southeast of the burn pit where buried drums were found; and all groundwater in Rock County, Wisconsin, which is bounded on the West by Saunders Creek, on the North by the northern boundary of the Edgerton Sand & Gravel Landfill Site extended East to the Rock River and West to Saunders Creek, and on the East and Southeast by the Rock River, which area includes but is not limited to the Advisory Area and the Rock River, and downgradient thereof.

E. "Escrow Agreement" shall mean that agreement captioned "Escrow Agreement" entered as of March 29, 1996, between Settling Defendants and plaintiffs in the Alderman action, attached hereto as Exhibit 3.

F. "Final Record of Decision" or "Final ROD" shall mean the WDNR Record of Decision for the final remedial action to be implemented at the ES&G Site, as determined by the WDNR in a manner consistent with the NCP, including any changes or amendments thereto.

G. "FFS Record of Decision" or "FFS ROD" or "Alternative Water Supply Record of Decision" shall mean the WDNR Record of Decision which was signed on November 23, 1993, by the Secretary of the WDNR, George Meyer.

H. "FTMF Site" shall mean the former trailer manufacturing facility located at 405 East Fulton Street, Edgerton, Wisconsin, which adjoins the ES&G Site, including both the main plant property and the Newville Street, or New Paint Building property.

I. "Settlement Agreement" shall mean the Settlement Agreement between Settling Defendants and the plaintiffs in the Alderman action attached hereto as Exhibit 1.

J. "Matters Addressed in this Consent Decree" shall mean:

1. any and all civil claims, damages, losses, or liabilities or claims for injunctive relief, arising under federal or state statutory or common law or regulation (other than any claims, damages, losses, or liabilities, or claims for injunctive relief, for investigations, removal or remedial activities performed exclusively on the premises of the FTMF Site) related to contamination existing at or from the ES&G Site as of the date of entry of this Decree, and the installation of alternative water supply system pursuant to the Settlement Agreement, including without limitation the State's costs and fees with regard to the action resolved by this Decree, claims for Natural Resources Damages or otherwise, damages to Natural Resources or otherwise,

losses, or liabilities or claims for injunctive relief arising under:

- a. CERCLA Sections 106, 107, or 113, 42 U.S.C. Sections 9606, 9607 or 9613 and related regulations;
- b. Section 7002 or 7003 of the federal Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. Sections 6972 and 6973 and related regulations;
- c. Section 144.442 of the Wisconsin Statutes and related regulations;
- d. Section 144.76 of the Wisconsin Statutes and related regulations;
- e. Section 144.027 (16)(d) of the Wisconsin Statutes and related regulations; or
- f. any other applicable statutory or common law or regulation.

2. For purposes of this Decree, Matters Addressed shall also include any and all activities that have been undertaken or will be undertaken related to the investigation, removal, remediation, or oversight thereof, of any alleged release or threatened release or source thereof, or actual or threatened environmental contamination or damage existing as of the date of entry of this Decree, arising from either the ES&G Site or the FTMF Site (other than such investigation, removal or remediation activities performed exclusively on the premises of the FTMF Site) including, without limitation:

a. all work conducted pursuant to Contract No. SF-91-02;

b. all work regarding the Edgerton Sand and Gravel Drum Removal Project ("the Project");

c. all work undertaken by the State in support of Contract No. SF-91-02 or in past or future response actions at the ES&G Site and all response costs and expenses related thereto, whether incurred by Settling Defendants, the State, or any other person; and

d. all work undertaken pursuant to the Settlement Agreement set forth in Exhibit 1 appended hereto.

K. "WDNR" means the Wisconsin Department of Natural Resources.

L. "Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

M. "Natural Resource Damages" means damages under Section 107 of CERCLA or federal or state statutory or common law or regulation for injury to, destruction of, or loss of Natural Resources with respect to the ES&G Site.

N. "Parties" shall mean the State of Wisconsin and the Settling Defendants.

O. "Remedial Action" means those actions implemented or to be implemented pursuant to CERCLA with respect to the ES&G Site.

P. "Response Costs" means all costs, including direct and indirect costs of response, that the State has incurred or will incur with respect to the ES&G Site, including without limitation

the costs of operation and maintenance of remedial action components, and direct and indirect oversight costs.

Q. "State" or "State of Wisconsin" shall mean the State of Wisconsin, including all departments, agencies, divisions, administrations, and natural resource trustees thereof.

R. "State Natural Resource Trustee" means the Secretary of the Wisconsin Department of Natural Resources Wisconsin.

V. GENERAL PROVISIONS

A. Objectives of the Parties and Effect of Settlement

1. The objectives of the Parties in entering into this Decree are:

a. to protect public health, welfare, safety and the environment from releases or threatened releases of hazardous substances at and from the ES&G Site by the investigation, development, design and implementation of remedial and monitoring programs by the Settling Defendants and the State and reimbursement of Response Costs incurred by the State and;

b. to resolve all potential liability of the Settling Defendants to the State for the ES&G Site including but not limited to past and future Response Costs, Natural Resource Damages, or otherwise;

c. to provide the Settling Defendants with contribution protection to the maximum extent provided for in CERCLA Section 113(f)(2), 42 U.S.C § 9613 (f)(2); and

d. to assist in resolution of the Alderman action in accordance with the terms of the Settlement Agreement set forth as Exhibit 1 hereto.

2. a. This Decree was negotiated at arm's length and executed by the Parties in good faith to avoid further expensive and protracted litigation and is a fair and equitable settlement of claims which were vigorously contested, denied, and disputed as to validity, liability and amount. Neither this Decree, nor any part thereof, nor the entry into or execution thereof, nor any performance under this Decree, by any of the Settling Defendants, shall constitute or be construed as a finding or admission or acknowledgement of the factual or legal allegations contained in this Decree or in the Complaint, or of any liability, fault, wrongdoing, or evidence of such, or an admission of violation of any law, rule, regulation, or policy by any Settling Defendant or by their parent companies, affiliates, subsidiaries or related entities, directors, officers, elected and appointed municipal officials, stockholders, employees, agents, assigns, trustees, contractors, and successors and predecessors (including their respective parent companies, affiliates, subsidiaries or related entities, directors, officers, stockholders, employees, agents, assigns, trustees, and contractors), nor shall this Decree or any performance hereunder create any rights on behalf of any person not a party to this Decree.

b. Each of the Settling Defendants expressly reserves any and all rights (including any right to contribution),

defenses, claims, demands, and causes of action which each of them may have with respect to any matter, action, event, claim, or proceeding relating in any way to the ES&G Site against any person other than the Settling Defendants and the State. Settling Defendants individually and collectively do not admit, accept, concede, or acknowledge the determinations, allegations, findings of fact, if any, and conclusions in this Decree or in the Complaint and specifically reserve the right to contest any such determinations, allegations, findings of fact, and conclusions except in any proceeding initiated by the State to enforce Settling Defendants' obligations pursuant to this Decree.

c. Additionally, pursuant to Section 122(d)(1)(B) of CERCLA, the participation by any Party in this Decree shall not be considered an admission of liability for any purpose, and the fact of such participation shall not be admissible in any judicial or administrative proceeding, other than one to enforce this Consent Decree or in a suit for contribution, except as otherwise provided in the Federal Rules of Evidence.

B. Commitment Of Settling Defendants

1. In consideration of each of the promises, covenants and undertakings of the State set forth herein, and in addition to the response actions previously performed or funded at the ES&G Site by Settling Defendants, the Settling Defendants agree to comply with the terms of the Settlement Agreement and the Escrow Agreement, set forth in Exhibit 1 and Exhibit 3 respectively appended hereto. Compliance with those Agreements provide for the

installation of the alternative water supply system sought by the WDNR in the Advisory Area designated by the WDNR described on Exhibit 2 appended hereto and the payment to the WDNR of \$300,000 towards the WDNR's operation and maintenance of the remediation system which are part of the future response costs at the ES&G Site.

2. In further consideration of each of the promises, covenants and undertakings of the State set forth herein, Settling Defendants agree to cooperate with the WDNR in cost recovery actions against parties who are allegedly liable for conditions at the ES&G Site and who are not signatories to this Decree.

3. Notwithstanding any other provision of this Decree, no commitment of Settling Defendants pursuant to this Decree shall be effective unless and until closing of the Settlement Agreement in accordance with paragraph 8 thereof attached hereto as Exhibit 1 has occurred.

C. Commitment of the State of Wisconsin

1. Covenants by the State of Wisconsin. For good and valuable consideration, including but not limited to the Commitments of the Settling Defendants set forth herein and the response costs previously incurred and paid by Settling Defendants, and except as specifically provided in this Decree, the State of Wisconsin covenants not to sue or to take any other civil judicial or administrative action against the Settling Defendants or their parent companies, affiliates, subsidiaries or related entities, directors, officers, elected and appointed municipal officials,

stockholders, employees, agents, assigns, trustees, contractors, and successors and predecessors (including their respective parent companies, affiliates, subsidiaries or related entities, directors, officers, stockholders, employees, agents, assigns, trustees, and contractors), for Matters Addressed in this Consent Decree, including but not limited to:

a. recovery of past and future response costs incurred or to be incurred under Section 107(a) of CERCLA and Section 7003 of RCRA or equivalent applicable state statutes with respect to the ES&G Site;

b. injunctive relief under Section 106 of CERCLA, Section 7003 of RCRA, and Section 504 of the Clean Water Act or equivalent applicable State statutes with respect to the ES&G Site;

c. damages for injury to, destruction of, or loss of natural resources, including the costs of assessment, under Section 107 of CERCLA, or state statutory law, or common law, with respect to the ES&G Site;

d. injunctive relief and recovery of past or future response costs incurred or to be incurred by the State under Sections 144.43 to 144.79 and 144.442, Wisconsin Statutes, or any related regulations, or common law, with respect to the ES&G Site.

e. injunctive relief, recovery of funds paid by the State pursuant to § 144.027, Wis. Stats., or recovery of subrogated claims under § 144.027(16)(d), Wis. Stats., or common law, with respect to the award or payment of well compensation funds within the Advisory Area;

f. the State's costs and fees relating to the action resolved by this Decree; and

g. any matter relating to Contract No. SF-91-02.

These covenants not to sue shall take effect upon entry of this Decree by the Court provided, however, that such covenants and the release provided in Paragraph V.C.2 below shall not remain in effect if the Settlement Agreement attached hereto as Exhibit 1 is not closed in accordance with Paragraph 8 thereof.

2. Release by the State of Wisconsin

The State agrees that full performance by the Settling Defendants of commitments made in this Decree constitutes full satisfaction of any and all claims which the State may have against the Settling Defendants, their parent companies, affiliates, subsidiaries or related entities, directors, officers, elected and appointed municipal officers, stockholders, employees, agents, assigns, trustees, contractors, and successors and predecessors (including their respective parent companies, affiliates, subsidiaries or related entities, directors, officers, stockholders, employees, agents, assigns, trustees, and contractors), related to the Matters Addressed in this Decree under any state, federal, local or common law, or contract, including but not limited to, Contract No. SF-91-02, Sections 144.025, 144.027, 144.44, 144.62, 144.442, 144.63, 144.64(2), 144.64(2)a, 144.72, 144.725, 144.73, 144.74, 144.76 and 147.23, or Chapters 159 and 160 of the Wisconsin Statutes, and regulations thereunder, and under the Comprehensive Environmental Response, Compensation and

Liability Act, as amended, 42 U.S.C. 9601 et seq., the federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., related federal and state regulations, and the common law, and hereby releases and discharges any and all such entities therefrom.

3. Contribution Protection

Each Settling Defendant and its parent companies, affiliates, subsidiaries or related entities, directors, officers, elected and appointed municipal officials, stockholders, employees, agents, assigns, trustees, contractors, and successors and predecessors (including their respective parent companies, affiliates, subsidiaries or related entities, directors, officers, stockholders, employees, agents, assigns, trustees, and contractors) shall be entitled to and receive the full benefit of Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), and any other applicable law limiting each of their liability to persons not a party to this Decree, for all Matters Addressed in this Consent Decree. The aforesaid protection from contribution actions or claims is intended to be the maximum available and to apply to any and all past, present, and future claims of any entity against the Settling Defendants pursuant to CERCLA or other Federal Statutory or common law, Wisconsin statutory or common law, or otherwise for all Matters Addressed in this Consent Decree, whether such claims exist at the time of entry of this Decree or arise or are asserted subsequent thereto, and irrespective of the person asserting said claim or claims.

VI. RETENTION OF RESPONSE AUTHORITY

Except for the covenants not to bring certain actions against Settling Defendants set forth in Paragraph V.C.1 of this Decree and the release of Settling Defendants set forth in Paragraph V.C.2 of this Decree, this Decree shall not be construed to limit the authority of the State of Wisconsin to take any and all response actions relating to the ES&G Site authorized by Federal or State law.

VII. RETENTION OF JURISDICTION

The Court shall retain jurisdiction of this matter between Plaintiffs and Settling Defendants for the purpose of entering such further orders, direction, or relief as may be appropriate for the construction, implementation, or enforcement of this Decree.

VIII. LODGING/PUBLIC NOTICE AND COMMENT/RESPONSIVE PLEADING

Public notice of this decree and an opportunity for comment was provided by publication in the Milwaukee Journal Sentinel on July 2, 1996. Copies of all comments to the proposed consent decree timely received by the Wisconsin Department of Justice in response to that notice were provided to the court prior to the entry of the consent decree along with a copy of the State's response to those comments. Pursuant to CERCLA § 113(1), 42 U.S.C. § 9613(1), the State shall provide a copy of the Complaint to the Attorney General of the United States and the Administrator of the United States Environmental Protection Agency. The State of Wisconsin reserves the right to oppose entry of this Decree by the

court if comments received disclose facts or considerations which show to the State that the Decree is inappropriate, improper or inadequate. The Settling Defendants' consent to the entry of this Decree is effective upon their signature of the Decree. The Plaintiff, State of Wisconsin, agrees that the Court may enter the attached Order extending the time for Settling Defendants to answer or otherwise plead to the Complaint if the Court elects not to enter this Decree.

IX. SIGNATORIES

Each undersigned representative of a Settling Defendant and the State certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such party to this Decree. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that party with respect to enforcement of this Decree. Defendants hereby agree to accept service in that manner as to enforcement of this Decree and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including service of a summons with respect thereto.

X. EXECUTION OF THE CONSENT DECREE

This Decree may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE FOREGOING Consent Decree among plaintiff State of Wisconsin and the Settling Defendants is hereby APPROVED. SO ORDERED THIS _____ DAY OF _____, 1996.

United States District Judge
Western District of Wisconsin

The undersigned Parties enter into this Consent Decree relating to the ES&G Site.

FOR THE STATE OF WISCONSIN

By: Sylvia R. Nisch
Date: August 6, 1996

FOR THE SETTLING DEFENDANTS:

Amtel, Inc.

By: Thomas M. Hoban
Title: Attorney for Amtel, Inc.
Date: 22 July 1996

Agent Authorized to Accept Service Under Paragraph IX

Name: Thomas M. Hoban
Address: 53 So. Main Street, Rm 313
Hanover, NH 03755
Telephone Number: (603) 643-6906

Avatar Holding Inc.

By: Dennis J. Getman
Dennis J. Getman
Title: Executive Vice President/General Counsel
Date: July 26, 1996

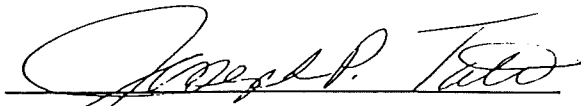
Agent Authorized to Accept Service Under Paragraph IX

Name: Juanita Kerrigan

Address: 255 Alhambra Circle
Coral Gables, FL 33134

Telephone Number: (305) 442-7000

Superior of Wisconsin, Inc.
As successor by merger to
Beloit Disposal, Inc.

By: 
Title: Joseph P. Tate, Secretary
Date: 7-29-96

Agent Authorized to Accept Service Under Paragraph IX

Name: Michael J. Cohen, Esq.

Address: Miesner & Tierney, S.C.

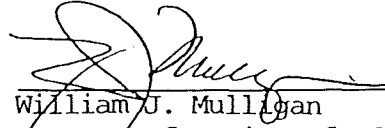
111 East Kilbourn Ave. 19th Floor

Milwaukee, WI 53202-6622

Telephone Number: (414) 273-1300

City of Edgerton

By:



William J. Mulligan

Title:

Attorney for City of Edgerton

Date:

August 6, 1996

Agent Authorized to Accept Service Under Paragraph IX

Name:

William J. Mulligan, Esq.

Address:

DAVIS & KUELTHAU, S.C.

111 East Kilbourn Avenue

Suite 1400

Milwaukee, WI 53202-6613

Telephone Number:

(414) 276-0200

City of Stoughton

By: Steven J. Johnson
Title: Mayor
Date: 7/30/96

Agent Authorized to Accept Service Under Paragraph IX

Name: Attorney Richard Delacenserie
Address: Boardman, Suhr, Curry & Field
One S. Pinckney Street
Madison, WI 53703
Telephone Number: 608-257-9521

DT, Inc.

By: William T. Gallagher
Title: Attorney
Date: 7/30/56

Agent Authorized to Accept Service Under Paragraph IX

Name: William T. Gallagher
Address: 9300 Ashton Rd.
Philadelphia, PA 19136
Telephone Number: 215-698-5383

Dana Corporation


By: Dea A. Wurster
Title: Legal Counsel
Date: 7-26-96

Agent Authorized to Accept Service Under Paragraph IX

Name: C. T. Corporation System
Address: 815 Superior Ave, N.E.
Cleveland, Ohio 44114

Telephone Number: 216-621-4270

Dorsey Trailers, Inc.

By: 
Title: V.P. Administration
Date: July 31, 1996

Agent Authorized to Accept Service Under Paragraph IX

Name: Paul C. Morrow
Address: Dorsey Trailers, Inc.
1205 Hickman Street
Elba, AL 36323
Telephone Number: (334)897-5711

Highway Industries, Inc.

By: Dennis J. Getman
Dennis J. Getman
Title: General Counsel/Director
Date: July 26, 1996

Agent Authorized to Accept Service Under Paragraph IX

Name: Juanita Kerrigan

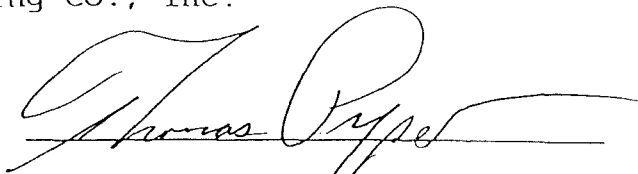
Address: 255 Alhambra Circle

Coral Gables, FL 33134

Telephone Number: (305) 442-7000

IKI Manufacturing Co., Inc.

By:



Title:

Attorney for IKI Mfg. Co.

Date:

August 6, 1996

Agent Authorized to Accept Service Under Paragraph IX

Name:

Lawrence B. Midtbo

Address:

IKI Manufacturing Co., Inc.

116 North Swift Street

Edgerton, Wisconsin 53534

Telephone Number:

608-884-3411

Nelson-Young Lumber Company

By: Stephen T. Grossnick
Title: ITC Attorney
Date: 8/2/96

Agent Authorized to Accept Service Under Paragraph IX

Name: Tracy Trounes
Address: Nelson-Young Lumber Company
11 South Cuthin
Edgerton, Wisconsin 53534
Telephone Number: (608) 334-3316

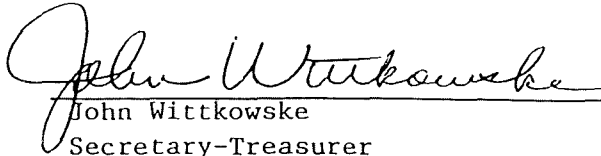
Valley Sanitation Co., Inc.

By: Michael P. Carlton
Title: Attorney
Date: 8/1/96

Agent Authorized to Accept Service Under Paragraph IX

Name: Michael P. Carlton
Address: von Briesen, Purtell & Roper, s.c.
411 East Wisconsin Avenue, Suite 700
Milwaukee, WI 53202
Telephone Number: (414) 287-1217

Weyco Group, Inc.

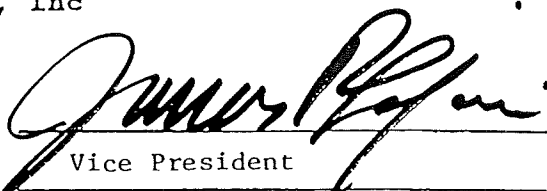
By: 
Title: John Wittkowske
Secretary-Treasurer
Date: July 25, 1996

Agent Authorized to Accept Service Under Paragraph IX

Name: Ted A. Warpinski
Friebert, Finerty & St. John, S.C.
Address: Two Plaza East - Suite 1250
330 East Kilbourn Avenue
Milwaukee, WI 53202
Telephone Number: (414) 271-0130

X-L-CO., Inc

By:



Title:

Vice President

Date:

July 30, 1996

Agent Authorized to Accept Service Under Paragraph IX

Name:

Howard T. Weir

Address:

Morgan, Lewis & Bockius

1800 M Street, N.W.

Washington, D.C. 20036

Telephone Number:

(202) 467-7195

XTRA Corporation

By: 

Title: Vice President

Date: July 30, 1996

Agent Authorized to Accept Service Under Paragraph IX

Name: Howard T. Weir

Address: Morgan, Lewis & Bockius

1800 M Street, N.W.

Washington, D.C. 20036

Telephone Number: (202) 467-7195

EXHIBITS

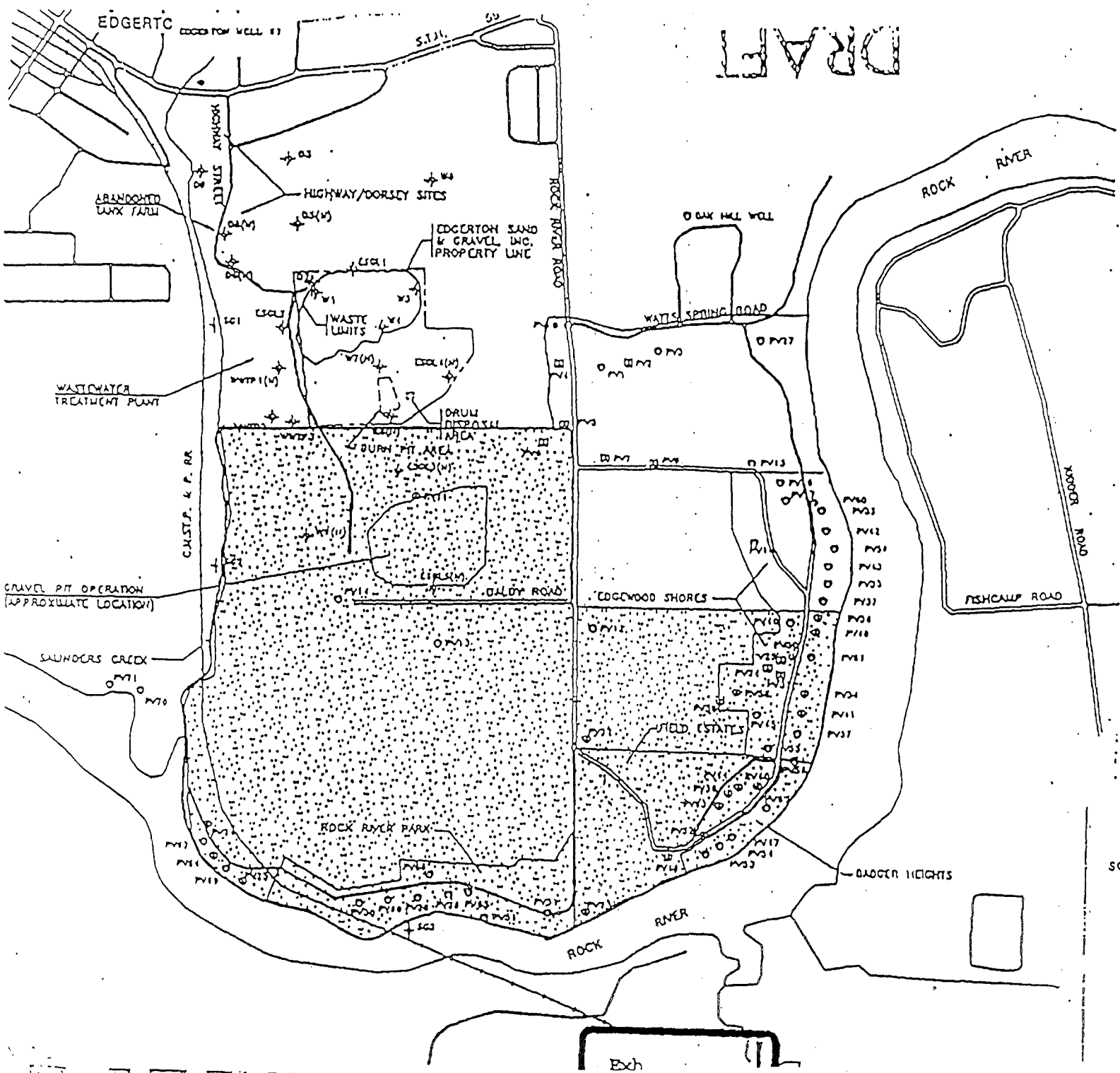
1. Alderman Settlement Agreement
2. Description of Ground Water Advisory Area
3. Alderman Escrow Agreement

LIST OF PLAINTIFFS

Rodney A. and Deborah J. Alderman; Frank G. and Ruth Alfaro; Ronald L. and Alida H. Anderson; Joseph W. Babcock and Lora K. Poole-Babcock; Robert A. and Shanna J. Chapman; Walter and Evelyn Bernitt; Dorian G. Betts; Bruce and Tammy Bolden; Lawrence W. and Marsha P. Boll; Susan Porter Brachtl and Steven M. Porter; Clifford F. and Marilyn R. Brossart; Hjalmer H. and Sally E. Brown; Lawrence D. Butcher and Dorothy J. Eng; James L. Carlson; Gaylord H. and Lorraine S. Chapman; Michael R. and Lynn A. Chapman; Walter J. Chodor; Harold W. and Genevieve R. Colburn; Ruth and Carol Incha; Burrell B. and Judith A. Coy; John P. Cullen; Brian Robert and Pamela S. Danielson; Christopher S. and Kara Davis; John and Heidi Dillon; Deanna M. Ehmman; Eugene L. and Henrietta A. Falendysz, Sr.; James C. Farmer; Ronald B. Fay and Arnold G. Fay; Ordale C. and Kris Frandle; Donald E. and Evelyn D. Giese; Michael and Dawn R. Gimmer; George F. and Marjorie J. Graves; Charles E. and Velma R. Graves; Thomas W. and Deborah L. Hadley; Steven and Eva Hajas; Peter S. and Lori Hajas; Steven Z. Hajas; Joseph and Sharon Hajny; Stan Handzel; Anna M. Hansen; Daniel B. and Carol J. Hansen; John P. and Ann T. Hawke; Richard H. Hildebrand and Mildred Wulff; John W. and Joyce H. Hogaboom; Douglas G. and Dawn E. Holtz; Harold R. and Gale R. Hopp; Harry E. Jones; Dave A. Karich; George K. and Kathryn C. Kjelland; Omelan G. and Maria Kluchnyk; Duane M. Knickerbocker; Francis J. and Joan D. Krolak; Chester and Edith Kruckenberg; David J. and Darlene D. Kruckenberg; Dennis E. and Patricia A. Krueger; Roger and Diane Kubitz; Daniel D. Larson; Werner R. and Rosemarie Last; Raymond E. and Diane Lauk; Andrew M. Learn; Willard and Barbara Learn; William A. Learn; Stanley J. and Joanna M. Lejsner; John Linn; Mary A. Linsley; Charles J. and Catherine M. Loomis, Jr.; Marie V. Loudenbeck; James W. Lucchesi; John H. and Carol R. Maier; Roger P. and Rosemarie Majewski; Ethlynn Mallory; David and Diana Markson; James D. and Eileen M. Martin; Casey P. Meagher; Todd R. Meyer and Marlene K. Moffett; Gary and Marilyn Michaelis; Julie A. Monahan; Robert O. Monson; Peter J. and Elizabeth M. Mooney; Billy D. and Jodie L. Morrison; Robert A. and Robin Morrison; John E. Murray; Annamac G. Nelson; Gene E. Nichols; Michael C. Nichols; Bennett J. and Rosalie A. Noto; Richard G. and Hildred A. Olin; Kathy and Joel Olson; Clayton W. Olstad; Clifford C. and Nelita A. Peterson; Martin D. Peterson; William F. and Linda L. Pfeifer; Michael J. and Hilda M. Philbin; Leon, Paula and Karen Popowski; Frank J. and Debra L. Pulciana; Marilyn M. Purnell; Lawrence M. Rajzer; John P. Revolinski; Gene W. and Lois M. Richards; George W. and Carol Lee Richards, Jr.; Michael J. and Carol Romack; Robert P. and Germaine M. Samuelsen; Erik A. and Dawn

M. Samuelsen; Dwayne L. Sarver, Sr.; Peter P. Schmidt and Sharon D. Feeley; Jack B. Schmittel, Darla Walters, Sandra Collard, Connie Kay Johnson and Bill Schmittel; Louise A. Schneider; Leroy B. and Dolores A. Schrage; Evelyn M. Schroeder; Paul F. Schuette; Bruce T. Schumacher; Louise E. Schwartzlow; Clark J. Shafer; Irv E. and Mary Lou Shudlick; Leo Jack and Leona A. Sickler; Raymond F. and Nancy A. Skipton; Henry W. and Mildred J. Stockwell; Joel W. and Jacqueline E. Stockwell; George Stretch; Richard R. Swon; Theodore Syverson, Jr.; Ronald A. and Judith A. Tuebert; John and Ruth Thompson; Charlotte M. Turnbull; Donald and Lillian M. Valentine; Dennis W. Vierck; Jean E. Vollmar; Pamela M. Vollmar; Frank H. Walsh; Norman J. Weitzel; Russel A. and Laura J. Weiland; Grace Wellen and Joachim A. Rohach; Charles F. and Rosella E. Wileman; Gladys M. Wileman; James A. and Bette L. Wileman; Roger L. and Ruth M. Wileman; Vernice M. Wilke; Irv C. Wille; Fred W. Wing; Gerrold Woods, Rudy Wuksinich; Jeffrey R. Wulff; Sanford and Mildred Wulff; John N. Yeske; Mark L. Yeske; Matthew A. Yeske; and, Frank Zarnowski

DRAFT



- LEGEND**
- + W01 MONITORING WELL LOCATION
 - + W02 INDICATES MONITORING POINT
 - + W03 STAFF GAUGE LOCATION
 - P01 PRIVATE WELL LOCATION (NO DETECT) (SEE NOTE 1)
 - P02 PRIVATE WELL LOCATION (DETECT) (SEE NOTE 1)
 - P03 PRIVATE WELL LOCATION (INDIVIDUAL WATER ADVISOR)
 - ▨ AREA WIDE GROUNDWATER
 - AREA TO BE SERVED REPLACEMENT WATER

- NOTES**
1. BASE MAP COMPILED FROM U.S. AMERICAN DIGITAL CARTOGRAPHY.
 2. BASED ON RESIDENTIAL WELL TO WISCONSIN DEPARTMENT OF NAT.



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SCALE

FIGURE A

SOURCE: WOODWARD - CLYDE COMPANY
FOCUSED FEASIBILITY

Exh

PIERRINGER RELEASE, COVENANT NOT TO SUE
AND INDEMNITY AGREEMENT

RELEASE

FOR AND IN CONSIDERATION of payment to Rodney A. and Deborah J. Alderman; Frank G. and Ruth Alfaro; Ronald L. and Alida H. Anderson; Joseph W. Babcock and Lora K. Poole-Babcock; Robert A. and Shanna J. Chapman; Walter and Evelyn Bernitt; Dorian G. Betts; Bruce and Tammy Bolden; Lawrence W. and Marsha P. Boll; Susan Porter Brachtl and Steven M. Porter; Clifford F. and Marilyn R. Brossart; Hjalmer H. and Sally E. Brown; Lawrence D. Butcher and Dorothy J. Eng; James L. Carlson; Gaylord H. and Lorraine S. Chapman; Michael R. and Lynn A. Chapman; Walter J. Chodor; Harold W. and Genevieve R. Colburn; Ruth and Carol Incha; Burrell B. and Judith A. Coy; John P. Cullen; Brian Robert and Pamela S. Danielson; Christopher S. and Kara Davis; John and Heidi Dillon; Deanna M. Elmann; Eugene L. and Henrietta A. Falendysz, Sr.; James C. Farmer; Ronald B. Fay and Arnold G. Fay; Ordale C. and Kris Frandle; Donald E. and Evelyn D. Giese; Michael and Dawn R. Gimmer; George F. and Marjorie J. Graves; Charles E. and Velma R. Graves; Thomas W. and Deborah L. Hadley; Steven and Eva Hajas; Peter S. and Lori Hajas; Steven Z. Hajas; Joseph and Sharon Hajny; Stan Handzel; Anna M. Hansen; Daniel B. and Carol J. Hansen; John P. and Ann T. Hawke; Richard H. Hildebrand and Mildred Wulff; John W. and Joyce H. Hogaboom; Douglas G. and Dawn E. Holtz; Harold R. and Gale R. Hopp; Harry E. Jones; Dave A.

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Clark J. Shafer; Irven E. and Mary Lou Shudlick; Leo Jack and Leona A. Sickler; Raymond F. and Nancy A. Skipton; Henry W. and Mildred J. Stockwell; Joel W. and Jacqueline E. Stockwell; George Stretch; Richard R. Swon; Theodore Syverson, Jr.; Ronald A. and Judith A. Tuebert; John and Ruth Thompson; Charlotte M. Turnbull; Donald and Lillian M. Valentine; Dennis W. Vierck; Jean E. Vollmar; Pamela M. Vollmar; Frank H. Walsh; Norman J. Weitzel; Russel A. and Laura J. Weiland; Grace Wellen and Joachim A. Rohach; Charles F. and Rosella E. Wileman; Gladys M. Wileman; James A. and Bette L. Wileman; Roger L. and Ruth M. Wileman; Vernice M. Wilke; Irv C. Wille; Fred W. Wing; Gerrold Woods, Rudy Wuksinich; Jeffrey R. Wulff; Sanford and Mildred Wulff; John N. Yeske; Mark L. Yeske; Matthew A. Yeske; and, Frank Zarnowski, (hereinafter "the Plaintiffs"), of the sum of Three Million, One Hundred and Seventy-eight Thousand, Five Hundred Thirty and no/100 Dollars (\$3,178,530.00) and of other good and valuable consideration by DT, Inc.; Dana Corporation, Inc.; Avatar Holding, Inc.; Highway Industries, Inc.; Nunn Bush Shoe Co., Inc., Weyco Group, Inc.; Nelson-Young Lumber Co., Inc.; I-K-I Manufacturing Co. Inc.; Beloit Disposal, Inc.; Amtel, Inc.; X-L-CO., INC.; XTRA Corporation, Inc.; City of Edgerton; Dorsey Trailers, Inc.; City of Stoughton; and Valley Sanitation Co., Inc., the receipt and sufficiency of which is hereby acknowledged, we the undersigned, for ourselves and for our heirs, legal representatives and assigns, do hereby fully and forever release and discharge DT, Inc.; Dana Corporation, Inc.; Avatar Holding, Inc.; Highway Industries, Inc.; Nunn Bush Shoe Co., Inc., Weyco Group, Inc.; Nelson-Young Lumber Co., Inc.; I-K-I Manufacturing Co.

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Inc.; Beloit Disposal, Inc.; Amtel, Inc.; X-L-CO., INC.; XTRA Corporation, Inc.; City of Edgerton; Dorsey Trailers, Inc.; City of Stoughton; and Valley Sanitation Co., Inc., and their parent corporations, subsidiaries, affiliates, officers, agents, employees, successors, assigns, and personal representatives and each of them, (hereinafter "the Released Parties") from any and all claims, demands, actions and rights of action of any kind or nature known or unknown which we now have or may hereafter have arising out of, related to, connected with, in consequence of or on account of all personal injuries, toxic tort claims, all property losses and any other losses and/or other damages resulting or to result, directly or indirectly, from any event described in the pleadings and proceedings of the lawsuit captioned *Rodney A. Alderman et. al. v. DT, Inc. et. al.* as described in Plaintiffs' Second Amended Complaint, Rock County Circuit Court Case No. 94-CV-675, filed July, 1995, or in any way associated with environmental pollution or natural resource damages of any sort, including but not limited to that area of the Town of Fulton, Rock County, Wisconsin, which is bounded on the West by Saunders Creek, on the North by northern boundary of the Edgerton Sand & Gravel Landfill Site extended west to Saunders Creek and east to the Rock River, and on the East and Southeast by the Rock River, which includes but is not limited to the Advisory Area and the former trailer manufacturing facility located at 405 East Fulton Street, Edgerton, Wisconsin (hereinafter "the Described Events").

We agree that the term "personal injuries" means any physical, mental or emotional injury, ailment, infirmity, deficiency, sickness or disease (hereinafter "conditions") and

includes but is not limited to: (1) conditions which existed in the past, both known and unknown; (2) conditions which exist now, both known and unknown; (3) conditions which we know will exist in the future; (4) conditions which we do not know will exist in the future; (5) conditions which are developed, developing or undeveloped; (6) conditions which are diagnosed; (7) conditions which are undiagnosed; (8) any physical, mental or emotional condition (including death) resulting or to result from any condition; and (9) all other anticipated or unanticipated consequences caused or which will be caused by any condition.

We agree that the term "losses" includes but is not limited to: (1) past and future expenses for any care or treatment, including hospitalization, medical and other health care, monitoring and treatment, chiropractic care and treatment, dental care and treatment, physical therapy and nurse's care; (2) past and future loss of income; (3) scars and disfigurement; (4) past and future disability; (5) past and future pain, suffering and discomfort; (6) past and future diminution of earning capacity; (7) devaluation of, damage to or destruction of real or personal property, loss of use of real or personal property, and any incidental or consequential expenses or losses associated therewith; (8) past and future loss of services, aid, comfort, society, companionship and consortium; and (9) loss of inheritance.

We understand that any and all personal injuries we have or may have sustained may be permanent and progressive and that recovery therefrom may be uncertain and indefinite. We understand that medical diagnosis or prognosis could possibly disclose

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unknown presently existing or developing conditions or conditions that may develop but expressly waive our right to obtain any such diagnosis or prognosis and expressly release any claim for personal injuries, losses and/or other damages which may have been disclosed as a result of any such diagnosis or prognosis.

In making this Release, we are relying on our own judgment, belief and knowledge and upon advice of our attorneys as to all phases of our claims. We are not relying on any representations or statement made by any of the Released Parties or anyone representing them or anyone employed by them, including any physicians or surgeons employed by them.

We agree that in receiving the money and other consideration described above, we are settling and compromising all of our claims arising out of the Described Events. Those claims are disputed both as to the question of liability and as to the nature, extent and permanency of any personal injuries, losses and/or other damages which have resulted or may in the future result from the Described Events and payment hereunder is not to be construed as an admission of liability, liability being expressly denied herewith. We understand that as a compromise of our disputed claims the payment hereunder will not fully indemnify us for the personal injuries, losses and/or other damages suffered as a result of the Described Events.

No third person has a prior or superior claim to the money described above which has been paid to us in settlement and in consideration for this Release and no third person has a prior or superior claim to our right to receive said money by way of subrogation,

lien or otherwise. We agree to hold harmless and to indemnify the Released Parties from any claim(s) which may arise in favor of any person as a result of (1) the personal injuries, losses and/or other damages suffered by us; (2) expenses incurred by us or on our behalf in connection with such personal injuries, losses and/or other damages; or (3) our agreement to the settlement we have made with one or more of the Released Parties and/or our agreement to the terms of this Release.

In accepting payment hereunder, we hereby release and discharge that fraction, portion or percentage of the total cause of action and claim for personal injuries, losses and/or other damages we now have or may hereafter have against all Released Parties responsible for our personal injuries, losses and/or other damages which shall by trial or other disposition be determined to be the sum of the fractions, portions, or percentages of causal negligence of the Released Parties of all causal negligence of all adjudged tortfeasors. We further agree that our right to recover damages from any person, corporation or entity not a party to this Release on account of the Described Events is hereby reduced by this fraction, portion or percentage of all causal negligence.

It is our express intention not only to release all claims against the Released Parties on account of the Described Events but also to relieve the Released Parties from any liability to make contribution to any person, corporation or business entity either on account of the Described Events or pending or future litigation.

We further agree to satisfy the fraction, portion or percentage of any judgment entered in our favor as is adjudged or otherwise determined to be the fraction, portion or

percentage of the causal negligence of the Released Parties of all causal negligence of all adjudged tortfeasors. In the event that we fail to immediately satisfy any such judgment to the extent of the fraction, portion or percentage of negligence as found against the Released Parties, we hereby consent and agree that upon filing a copy of this Release, without further notice or motion, an order may be entered by the Court in which said judgment is entered directing the clerk thereof to declare said judgment satisfied and direct satisfaction to be entered upon the judgment to the extent of such fraction, portion or percentage of the causal negligence as found against the Released Parties and discharged under this Release.

This Release is intended to release only the parties specifically named herein. We expressly reserve the balance of the whole cause of action or any other claim we may have against any entity that is not a party to this release.

We further agree to a dismissal, upon the merits without further notice, of our complaint only as against the parties released herein, in the suit now pending in the Circuit Court for Rock County, as aforementioned, Case No. 94-CV-675.

COVENANT NOT TO SUE

We covenant that we will never institute any action or suit of law or in equity against the Released Parties for personal injuries, losses and/or other damages arising out of, or in any way related to, the Described Events or arising out of, or in any way whatsoever related to, the design, planning, administration or construction of a water

supply system in the Town of Fulton, Wisconsin in accordance with that certain application for a Community Development Block Grant which was submitted to the Wisconsin Department of Development by the City of Edgerton dated December 22, 1995, as supplemented on March 4, 1996.

Nothing contained herein shall preclude any action to enforce the Settlement Agreement.

As agreed to by telephone conversation with Mike Bauer and Ted Waskowski

INDEMNITY AGREEMENT

The Plaintiffs agree to protect, defend, indemnify and save and hold harmless the City of Edgerton and its officers, agents, representatives and employees from and against all suits or claims of any Plaintiff in the lawsuit captioned Alderman, et al. vs. DT, Inc., et al., Case Number 94-CV-675 ("the Lawsuit") relating to, arising out of or in any way connected with the planning, administration, design, construction or operation of any water supply system in the Town of Fulton, Wisconsin, including suits or claims based, in whole or in part on the City of Edgerton's negligence or the negligence of the City of Edgerton's officers, agents, representatives or employees, even if such suit is groundless, false or fraudulent. The Plaintiffs shall pay any judgment rendered in any such suit, including court costs and other costs related to the claim or action, but not limited to actual attorneys' fees and experts' fees. The Plaintiffs will also indemnify the City of Edgerton for any costs incurred to enforce this agreement, including but not limited to, actual attorneys fees. The City of Edgerton shall not have the right, unless Plaintiffs concur, to take an active part in the defense of any such suit, and to file intervention or other similar proceedings therein if it deems such action desirable.

We have read this Release, Covenant Not to Sue and Indemnity Agreement, know and understand its contents and sign this Release, Covenant Not to Sue and Indemnity Agreement as our own free act. We further agree that this Release, Covenant Not to Sue and Indemnity Agreement may be executed in counterpart, with all counterpart executions being construed together as a single agreement.

In keeping with the provisions of Sec. 757.38, Stats., the undersigned as attorney of record for the plaintiffs, hereby consents to the settlement and approves of the Release, Covenant

Not to Sue and Indemnity Agreement set forth herein.



Edward R. Garvey

ADDENDUM TO PIERRINGER RELEASE, COVENANT NOT TO
SUE AND INDEMNITY AGREEMENT AS TO CERTAIN INSURERS

For and in consideration of the payments made to the Plaintiffs as more fully set forth in the PIERRINGER RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT, said Plaintiffs further extend such release in its entirety to the following listed insurance companies, but solely limited to the insurance coverage provided by them to the named insured:

- A. City of Edgerton:
 - 1. Employers Mutual Casualty Company of Iowa;
 - 2. General Casualty Insurance Company of Wisconsin; and
 - 3. Iowa National Mutual Insurance Company and its Liquidator.
- B. Valley Sanitation Co., Inc.
 - 1. Heritage Insurance Companies
- C. Beloit Disposal, Inc.
 - 1. Heritage Insurance Companies
- D. Nelson-Young Lumber Company
 - 1. American Hardware
 - 2. St. Paul Insurance Company
 - 3. Indiana Lumbersman

In further consideration of the payments made to the Plaintiffs, the Plaintiffs further agree to execute a similar addendum in the future, extending the PIERRINGER RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT to any insurer subsequently identified by a Released Party, but solely limited to the insurance companies' liability based on, related to, or arising out of, the policies issued or allegedly issued by them to the identified insured.

IN WITNESS WHEREOF we have hereunto set our hands and seals.

Rodney A. Alderman

Subscribed and sworn to before me
this _____ day of March, 1996.

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT

 D

Deborah, J. Alderman

Subscribed and sworn to before me
this _____ day of March, 1996.

Notary Public, State of Wisconsin
My Commission: _____

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EXHIBIT E

"ES&G Site" shall mean the contiguous property as shown in Figure 2-3 from the Focused Feasibility Study ("FFS") for the Edgerton Sand and Gravel Landfill located in the east half of Section 10, T4N, R12E in the Town of Fulton, Rock County, Wisconsin, estimated to be 15.6 acres, consisting of: a landfill area known as the Edgerton Sand & Gravel Landfill; a burn pit area located about 500 feet south of the landfill; and a drum disposal area adjoining the burn pit generally to the east and southeast of the burn pit where buried drums were found.

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SETTLEMENT AGREEMENT

Entered by Edward R. Garvey and Michael Bauer as attorneys for the persons named on Exhibit A appended hereto ("the Plaintiffs"), and DT, Inc., Dana Corporation, Inc., Avatar Holding Inc., Highway Industries, Inc., Nunn Bush Shoe Co., Inc., Weyco Group, Inc., Nelson-Young Lumber Company, I-K-I Manufacturing Co., Inc., Beloit Disposal, Inc., Amtel Inc., X-L-CO., INC., XTRA Corporation, the City of Edgerton, Dorsey Trailers, Inc., the City of Stoughton, and Valley Sanitation Company, Inc., by their respective attorneys (the "Settling Defendants") effective as of March 7, 1996.

WHEREAS the Plaintiffs have commenced a negligence, nuisance, and trespass action for damages against the Settling Defendants and others, in the circuit court for Rock County, Wisconsin, captioned *Rodney A. and Deborah J. Alderman, et al, vs DT, Inc., et al* and identified as Case Number 94-CV-675 (the "Lawsuit");

WHEREAS the Lawsuit seeks to recover damages for personal injuries, toxic tort claims, and property damages allegedly sustained by persons residing within that certain Ground Water Advisory area designated by the Wisconsin Department of Natural Resources described on Exhibit B appended hereto (the "Advisory Area");

WHEREAS the Plaintiffs have alleged that each of the defendants named in the Lawsuit has caused or contributed to cause personal injuries, toxic tort and property damages attendant to environmental pollution and natural resource damages;

WHEREAS each of the Settling Defendants has denied liability for any personal injuries, toxic tort and property damages which the Plaintiffs, or any of them, may have sustained;

WHEREAS the parties have concluded that it is in their mutual interest to resolve their disputes and avoid the time commitment, cost and risks attendant to continued litigation in order and to mitigate the damages alleged in the Lawsuit by facilitating the construction of a public water supply system during 1996; and

1 WHEREAS the parties have agreed to compromise and settle their disputes
2 in the manner hereinafter set forth:

3
4 **NOW, THEREFORE**, in consideration of the mutual covenants contained
5 herein and other good and valuable consideration, the receipt and sufficiency of
6 which is hereby acknowledged, the Plaintiffs and the Settling Defendants agree as
7 follows:

8
9 1. The Settling Defendants shall pay the sum of \$3,178,530 (the
10 "Settlement Proceeds") to the Plaintiffs in full and final settlement of the Lawsuit
11 and of any and all claims of any sort, whether known or unknown, that the
12 Plaintiffs, or any of them, have or may have now or in the future, against the
13 Settling Defendants, including but not limited to claims for personal injuries, toxic
14 tort and property damages, arising out of or in any way associated with
15 environmental pollution or natural resource damages of any sort.

16
17 2. The Settlement Proceeds shall be deposited in an escrow account with
18 Banc One Wisconsin Trust Company, N. A., or other mutually acceptable bank
19 or trust company, (the "Escrow Agent") by no later than the close of business on
20 April 1, 1996, to be held and disbursed in accordance with the terms and
21 conditions of this agreement and of the Escrow Agreement, for or on behalf of the
22 Plaintiffs as hereinafter provided, in full and final settlement of the Lawsuit and
23 of any and all claims of any sort, known or unknown, that the Plaintiffs or any of
24 them have or may have now or in the future, against the Settling Defendants,
25 including but not limited to claims for personal injuries, toxic tort and property
26 damages, arising out of or in any way associated with environmental pollution or
27 natural resource damages of any sort.

28
29 3. The Plaintiffs shall obtain and deliver the following documents to the
30 Escrow Agent by the closing date hereinafter set forth in paragraph 8:

31
32 A. *Pierringer* Releases, in the form appended hereto as
33 Exhibits C and D, executed by the Plaintiffs. In addition,
34 Plaintiffs' counsel shall make best efforts to obtain *Pierringer*
35 releases from anyone else who owns property or resides within that
36 area of the Town of Fulton, Rock County, Wisconsin, which is

1 bounded on the West by Saunders Creek, on the North by the
2 northern boundary of the Edgerton Sand & Gravel Landfill Site
3 extended east to the Rock River and West to Saunders Creek, and
4 on the East and Southeast by the Rock River, which includes but is
5 not limited to the Advisory Area and the Rock River (the "Covered
6 Area"). If Plaintiffs' counsel fails to provide a Pierringer Release
7 for each person who owns property or resides within the Covered
8 Area, this Agreement may be cancelled by the Settling Defendants.
9

10 B. A Court order, pursuant to § 807.10, Wis. Stats.,
11 approving the settlement on behalf of any minor or incompetent
12 who resides within the Covered Area and who does not have a
13 general guardian represented by an attorney.
14

15 C. An affidavit executed by Plaintiffs' counsel listing the
16 names and addresses of each and every person who owns property
17 or resides in the Covered Area and identifying each minor or
18 mentally incompetent person residing therein.
19

20 D. Such easements and other agreements from property
21 owners and the Town of Fulton and such consent assessments as
22 may be required to construct a public water supply system to serve
23 the Covered Area in accordance with that certain application for a
24 Community Development Block Grant submitted to the Wisconsin
25 Department of Development by the City of Edgerton dated
26 December 22, 1995, as supplemented on March 4, 1996, (the
27 "Public Water Supply System") and to mitigate the damages alleged
28 in the Lawsuit.
29

30 E. A duly executed agreement(s) between the Town of
31 Fulton and the City of Edgerton (the "City") relating to the design,
32 construction, operation and administration of the Public Water
33 Supply System to serve the Covered Area and for wholesale
34 purchase of water from the City.
35
36

1 F. An ordinance enacted by the Town of Fulton requiring
2 the abandonment of all private wells within the Covered Area and
3 prohibiting the construction of any new private wells within said
4 area.

5
6 G. Such releases or other documents from the State of
7 Wisconsin as the Settling Defendants deem appropriate and
8 necessary to release them from and to protect them against any
9 claims, including but not limited to third party claims for
10 contribution, for liability of any sort imposed by any statute,
11 regulation, or common law, whether state or federal, arising out of
12 or in any way attendant to (i) the use, operation, maintenance,
13 closure or remediation of the Edgerton Sand & Gravel Landfill
14 Site, described on Exhibit E appended hereto (the "Landfill"), (ii)
15 environmental pollution and natural resource damages of any sort
16 within the Covered Area, (iii) any past, present, or future
17 groundwater remediation relating to the Landfill, and (iv) the
18 payment or use of public funds to or for the benefit of the
19 Plaintiffs.

20
21 The Settling Defendants' counsel shall cooperate with the Plaintiffs' counsel in
22 preparing and obtaining any of the foregoing documents.

23
24 4. The parties authorize the Escrow Agent to disburse funds deposited
25 in the Escrow Account in accordance with the terms and conditions of this
26 Settlement Agreement and of the Escrow Agreement to assist them in mitigating
27 any damages attributable to groundwater contamination within the Covered Area
28 through the design, construction and operation of the Public Water Supply System
29 for the Covered Area.

30
31 5. The parties, by their respective attorneys, shall execute a stipulation
32 dismissing the Lawsuit against the Settling Defendants, on its merits, with
33 prejudice, but without costs if all terms of this Agreement have been met.
34
35

1 6. This Agreement may be cancelled by the Settling Defendants if the
2 Wisconsin Department of Development fails to award a \$750,000 grant to the City
3 of Edgerton for use in connection with the design and construction, during 1996,
4 of the Public Water Supply System to serve the Covered Area.
5

6 7. This Agreement shall be cancelled by the Plaintiffs if the total cost
7 for a Public Water Supply System to serve the Covered Area exceeds \$3,019,815.
8 In such event, the Parties shall return to status quo ante. This right to cancel shall
9 terminate on the Closing Date.
10

11 8. This settlement shall be closed on June 7, 1996 at the offices of the
12 Escrow Agent or at such other time and place as counsel for the Parties may
13 agree.
14

15 9. Nothing contained herein is intended to be or shall be construed as
16 an admission of any fact, responsibility, fault or liability in connection with the
17 Lawsuit or as a waiver of any defenses asserted therein.
18

19 10. The Settling Defendants will make available to the Plaintiffs
20 information in their possession about the activities of non-settling defendants, other
21 than information which is privileged or otherwise protected by a confidentiality
22 agreement, to aid the Plaintiffs and the State of Wisconsin in litigation against the
23 non-settling defendants. Any dispute concerning privilege or confidentiality shall
24 be resolved by the Court in camera.
25

26 11. The parties, by their respective attorneys, shall ask the Court to stay
27 all proceedings against the Settling Defendants in the Lawsuit until entry of an
28 order dismissing the claims against them or June 7, 1996, whichever is earlier.
29

30 12. The City of Edgerton agrees that its engineering firm, Foth and Van
31 Dyke, may immediately work with Plaintiffs' counsel at no additional cost to the
32 City of Edgerton to complete the well compensation program forms for qualifying
33 Plaintiffs.
34

35 13. All Parties anticipate that work regarding the design and engineering
36 of the water supply system will begin immediately.

1 14. This Agreement shall be governed by the laws of the State of
2 Wisconsin.

3
4 15. The undersigned warrant and represent that they have authority to
5 enter into this Agreement on behalf of the Party listed above their signature.
6

7 16. This Agreement may be executed in separate counterparts, each of
8 which shall be deemed an original and may be executed by facsimile with original
9 signature page to follow by mail within three (3) business days.
10

11 17. The terms and conditions of this agreement have been negotiated and
12 drafted by counsel for all parties and no presumptions shall be drawn or exist
13 against any party as the drafter of this agreement.
14

15 GARVEY & ASSOCIATES, S.C.
16 BAUER LAW OFFICE
17 Attorneys for Plaintiffs
18

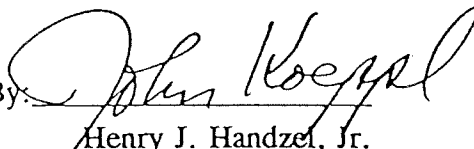
19
20 By: _____
21 Edward R. Garvey
22

Date: _____

23
24 By: _____
25 Michael R. Bauer
26

Date: _____

27
28 DeWITT ROSS & STEVENS, S.C.
29 Attorneys for DT, Inc.
30

31
32 By: 
33 Henry J. Handzel, Jr.
34

35 Date: 3/8/96
36

1 14. This Agreement shall be governed by the laws of the State of
2 Wisconsin.

3
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5 enter into this Agreement on behalf of the Party listed above their signature.
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13 against any party as the drafter of this agreement.
14

15 GARVEY & ASSOCIATES, S.C.
16 BAUER LAW OFFICE
17 Attorneys for Plaintiffs
18

19
20 By: Edward R. Garvey
21 Edward R. Garvey
22

Date: 3/8/96

23
24 By: Michael R. Bauer
25 Michael R. Bauer
26

Date: 3/8/96

27
28 DeWITT ROSS & STEVENS, S.C.
29 Attorneys for DPT, Inc.
30

31
32 By: Henry J. Handzel, Jr.
33 Henry J. Handzel, Jr.
34
35
36

Date: 3/8/96

CRV

1 DYKEMA GOSSETT
2 Attorneys for Dana Corporation, Inc.

3
4
5 By: Steven J. Rollins
6 Steven J. Rollins

Date: 3/8/96

7
8
9 WEIL, GOTSHAL & MANGES
10 Attorneys for Avatar Holding, Inc.
11 and Highway Industries, Inc.

12
13 By: James B. Shapiro
14 James B. Shapiro

Date: 3/8/96

15
16
17
18 FRIEBERT, FINERTY & ST. JOHN
19 Attorneys for Nunn Bush Shoe
20 Co., Inc. and Weyco Group, Inc.

21
22 By: Ted A. Warpinski
23 Ted A. Warpinski

Date: 3/8/96

24
25
26
27 TRESSLER, SODERSTROM, MALONEY & PRIESS
28 Attorneys for Nelson-Young Lumber Company

29
30
31 By: _____
32 Stephen T. Grossmark

Date: _____

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DYKEMA GOSSETT
Attorneys for Dana Corporation, Inc.

By: _____
Steven J. Rollins

Date: _____

WEIL, GOTSHAL & MANGES
Attorneys for Avatar Holding, Inc.
and Highway Industries, Inc.

By: _____
James B. Shapiro

Date: _____

FRIEBERT, FINERTY & ST. JOHN
Attorneys for Nunn Bush Shoe
Co., Inc. and Weyco Group, Inc.

By: _____
Ted A. Warpinski

Date: _____

TRESSLER, SODERSTROM, MALONEY & PRIESS
Attorneys for Nelson-Young Lumber Company
SA

By: Stephen T. Grossmark
Stephen T. Grossmark

Date: 3/8/96


1 WHYTE HIRSCHBOECK DUDEK
2 Attorneys for I-K-I Manufacturing Co., Inc.

3
4
5 By: _____ Date: _____
6 Thomas M. Pypor

7
8
9 MEISSNER TIERNEY FISHER & NICHOLS S.C.
10 Attorneys for Beloit Disposal, Inc.

11
12
13 By: _____ Date: _____
14 Michael J. Cohen

15
16
17 HOBAN LAW OFFICE
18 Attorneys for Amtel Inc.

19
20
21 By:  Date: 8 March 1996
22 Thomas M. Hoban

23
24
25 MORGAN, LEWIS & BOCKIUS
26 Attorneys for X-I-Co., Inc. and
27 XTRA Corporation

28
29
30 By: _____ Date: _____
31 Lowell Martin

1 WHYTE HIRSCHBOECK DUDEK
2 Attorneys for I-K-I Manufacturing Co., Inc.

3
4
5 By: _____ Date: _____
6 Thomas M. Pyper

7
8
9 MEISSNER TIERNEY FISHER & NICHOLS S.C.
10 Attorneys for Beloit Disposal, Inc.

11
12
13 By: *Michael J. Cohen* Date: *3/8/96*
14 Michael J. Cohen

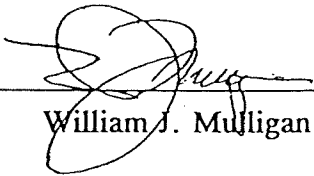
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16
17 HOBAN LAW OFFICE
18 Attorneys for Amtel Inc.

19
20
21 By: _____ Date: _____
22 Thomas M. Hoban

23
24
25 MORGAN, LEWIS & BOCKIUS
26 Attorneys for X-L-Co., Inc. and
27 XTRA Corporation

28
29
30 By: *Lowell Martin (by H.W.)* Date: *3/8/96*
31 Lowell Martin

1 DAVIS & KUELTHAU, S.C.
2 Attorneys for City of Edgerton

3
4
5 By: 
6 William J. Mulligan

Date: 3/8/86

7
8
9 ALSTON & BIRD
10 Attorneys for Dorsey Trailers, Inc.

11
12
13 By: _____
14 Nil V. Toulme

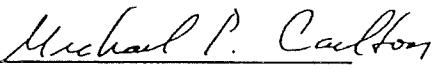
Date: _____

15
16
17 BOARDMAN, SUHR, CURRY & FIELD
18 Attorneys for City of Stoughton

19
20
21 By: _____
22 Richard J. Delacenserie

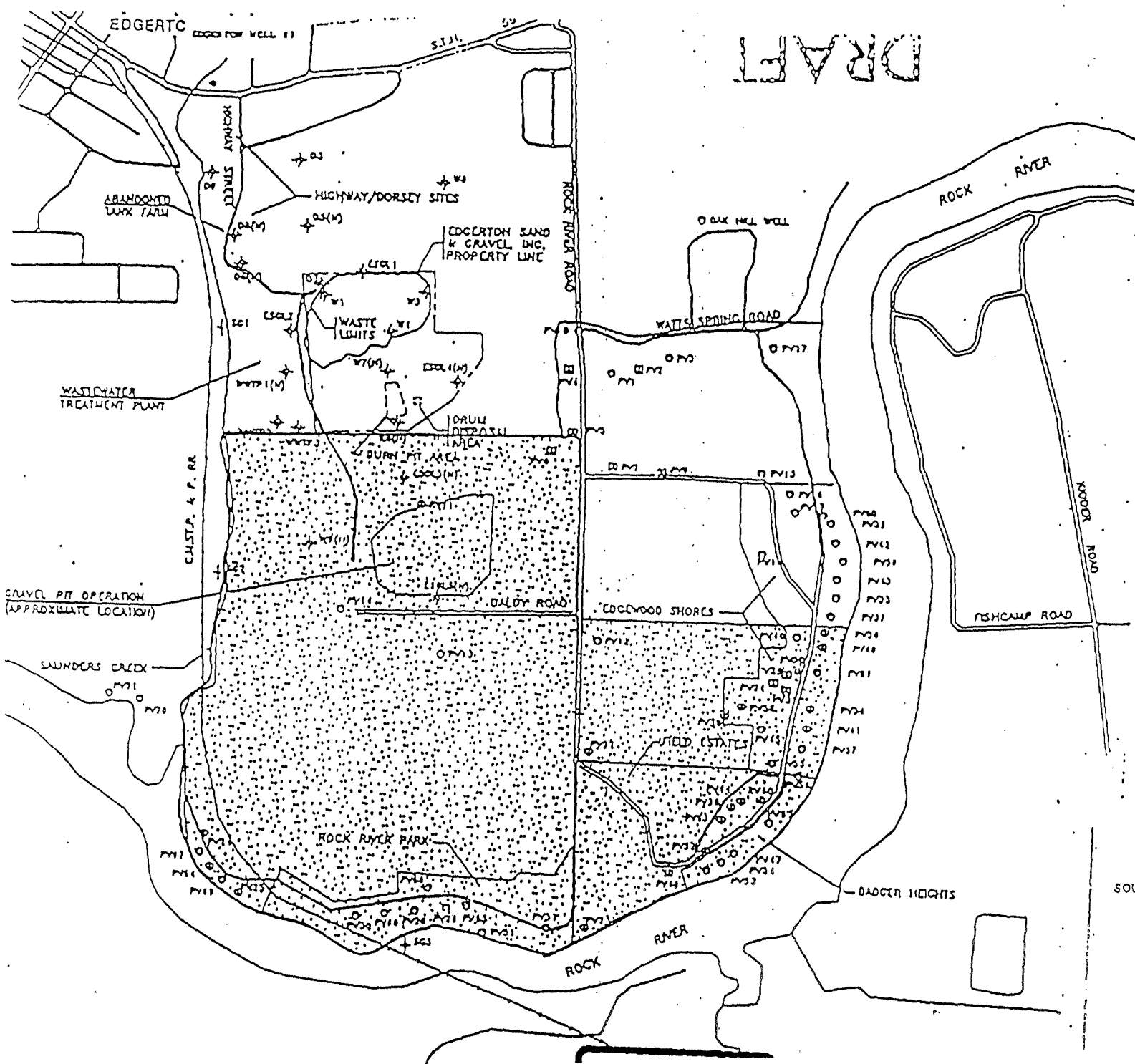
Date: _____

23
24
25 von BRIESEN, PURTELL & ROPER, S.C.
26 Attorneys for Valley Sanitation Company, Inc.

27
28
29 By: 
30 Michael P. Carlton

Date: 3/8/86

DRAFT



LEGEND

- + MW1 MONITORING WELL LOCATION
- + MW2 MONITORING WELL LOCATION
- + MW3 MONITORING WELL LOCATION
- MW4 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
- MW5 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
- MW6 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
- MW7 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
- MW8 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
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- MW25 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
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- MW30 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
- MW31 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
- MW32 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
- MW33 PRIVATE WELL LOCATION (NO DETECTION SEE NOTE 1)
- AREA UNDER GROUNDWATER
- AREA TO BE SERVED BY REPLACEMENT WATER

NOTES

1. BASE MAP COMPILED FROM U.S. ARMY ENGINEER CORPS PHOTOGRAPHY.
2. BASED ON RESIDENTIAL WELL TO WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

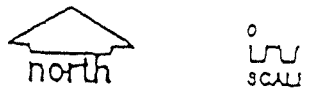


FIGURE A

SOURCE: WOODWARD - CLYDE COX'S FOCUSED FEASIBILITY STUDY

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ESCROW AGREEMENT

Entered as of April 1, 1996 between the persons named on Exhibit A appended hereto by their attorneys, Edward Garvey and Michael Bauer, (the "Plaintiffs), DT, Inc., Dana Corporation, Inc., Avatar Holding Inc., Highway Industries, Inc., Nunn Bush Shoe Co., Inc., Weyco Group, Inc., Nelson-Young Lumber Company, I-K-I Manufacturing Co., Inc., Beloit Disposal, Inc., Amtel Inc., X-L-CO., INC., XTRA Corporation, the City of Edgerton, Dorsey Trailers, Inc., the City of Stoughton, and Valley Sanitation Company, Inc., by their respective attorneys (the "Settling Defendants"), and Bank One Wisconsin Trust Company, N.A. ("Bank One").

WHEREAS the Plaintiffs and the Settling Defendants are parties to a Settlement Agreement effective as of March 7, 1996, a copy of which is appended hereto as Exhibit B (the "Settlement Agreement");

WHEREAS the Settlement Agreement requires the Settling Defendants to deposit \$3,178,530 (the "Settlement Proceeds") in an escrow account to be held and disbursed by a designated escrow agent (the "Escrow Agent") for the use and benefit of the parties in accordance with the terms and conditions of the Settlement Agreement and of this escrow agreement (the "Escrow Agreement");

WHEREAS the Settlement Agreement requires the Plaintiffs to obtain and deliver certain releases, court orders, affidavits, easements, assessments, agreements, ordinances, and other documents to the Escrow Agent for delivery to the Settling Defendants when the Settlement Agreement is closed;

WHEREAS the Settling Defendants are also parties to a Settling Defendants' Agreement, dated March 7, 1996, which requires each of

1 them to execute and deliver a mutual *Pierringer* release to the Escrow
2 Agent for delivery to each of the other Settling Defendants;

3
4 WHEREAS the Plaintiffs and the Settling Defendants desire that
5 Bank One act as their Escrow Agent for the purpose of effectuating their
6 settlement in accordance with the terms of the Settlement Agreement and
7 of this Escrow Agreement; and

8
9 WHEREAS Bank One is willing to act as the Escrow Agent for the
10 Plaintiffs and the Settling Defendants;

11
12 NOW THEREFORE, in consideration of the premises, the
13 covenants hereinafter set forth, and other good and valuable
14 consideration the receipt and sufficiency of which is acknowledged, the
15 parties agree as follows:

16
17 1. The Plaintiffs and the Settling Defendants appoint Bank One
18 as their Escrow Agent and Bank One accepts such appointment subject
19 to the terms and conditions hereinafter set forth.

20
21 2. Bank One shall be paid an annual fee for acting as the Escrow
22 Agent. Such fee shall be 1/4% of the average monthly account balance
23 of the Escrow Account during the year. If the Escrow Account is closed
24 prior to the end of any Escrow Account year, the fee shall be x/12ths of
25 the annual fee, with x being the numerical month of the Escrow Account
26 year during which the account is closed.

27
28 3. The Plaintiffs designate Attorney Edward Garvey and
29 Attorney Michael Bauer to act as their agents and the Settling Defendants
30 designate Lavone Wandschneider, Edgerton City Administrator to act as
31 their agent (collectively, the "Designated Agents") in any matters relating
32 to this Agreement. Hereinafter, the phrase "joint written directive" shall
33 mean a written direction to Bank One signed by either of the two

1 designated agents of the Plaintiffs and by the designated agent of the
2 Settling Defendants.

3
4 4. The Settling Defendants shall deposit the aggregate sum of
5 \$3,178,530 with the Escrow Agent on or before April 1, 1996 to be
6 invested, held, refunded or disbursed in accordance with the provisions
7 of this Agreement.

8
9 5. Unless otherwise instructed by a joint written directive, Bank
10 One shall invest the escrowed funds in government securities with a
11 maturity date no greater than one year from date of issue, in One Group
12 U.S. Treasury Securities Money Market Fund, or the highest quality
13 commercial paper as rated by two of the nationally recognized rating
14 services. The funds shall be invested so as to assure that money will be
15 available at such times and in such amounts as may be required to make
16 the payments hereinafter described as they become due.

17
18 6. If the State of Wisconsin Department of Development awards
19 a \$750,000 Community Development Block Grant to the City of
20 Edgerton pursuant to the application submitted on December 22, 1995
21 (the "Block Grant"), if the Plaintiffs satisfy the requirements of
22 paragraphs 3(A) through 3(F) of the Settlement Agreement, and if a
23 public contract is awarded in accordance with any applicable law and the
24 requirements of the Block Grant, for the construction of the public water
25 supply system hereinafter described, the Settlement Proceeds, together
26 with any interest which accrues thereon, shall be applied, in accordance
27 with paragraph 6 of this Escrow Agreement, to or for the benefit of the
28 parties as follows:

29
30 (A) To pay for the design and construction of a public
31 water supply system, including any engineering and
32 administrative fees attendant thereto, to serve that area of
33 the Town of Fulton, Rock County, Wisconsin, which is

1 bounded on the West by Saunders Creek, on the North by
2 the northern boundary of the Edgerton Sand & Gravel
3 Landfill Site extended east to the Rock River and West to
4 Saunders Creek, and on the East and Southeast by the Rock
5 River, in accordance with that certain application for a
6 Community Development Block Grant submitted to the
7 Wisconsin Department of Development by the City of
8 Edgerton dated December 22, 1995, as supplemented on
9 March 4, 1996, (the "Public Water Supply System");

10
11 (B) To pay Two Hundred Thousand Dollars
12 (\$200,000) to the State of Wisconsin, Department of
13 Natural Resources (the "WDNR") when the documents
14 required by Paragraph 3(G) of the Settlement Agreement
15 are delivered to the Settling Defendants; and to pay an
16 additional One Hundred Thousand Dollars (\$100,000), or
17 such lesser amount as may be agreed to in writing by the
18 WDNR and the Plaintiffs, shall be paid to the WDNR on or
19 before June 7, 1997;

20
21 (C) To pay \$136,340 to the City of Edgerton at the
22 closing of the Settlement Agreement.

23
24 (D) To pay \$136,000 to the designated agents of the
25 Plaintiffs at the closing of the Settlement Agreement, in
26 trust, for the Plaintiffs.

27
28 (E) To pay \$136,000 to the City of Edgerton at the
29 time it first supplies water to the Public Water Supply
30 System.

31
32 (F) If the total payments for the construction of the
33 Public Water Supply System, are less than \$3,019,815, to

1 pay to the City of Edgerton the first \$25,000, or any part
2 thereof, of the difference between \$3,019,815 and the total
3 payments made for the construction of the Public Water
4 Supply System. Such payment shall be made at the time
5 the City of Edgerton first supplies water to the Public
6 Water Supply System.

7
8 (G) To pay the fees of Bank One.

9
10 7. Notwithstanding the provisions of paragraph 6, the Settlement
11 Proceeds, together with any interest which accrues thereon may be
12 applied as follows, in accordance with paragraph 8 of this Escrow
13 Agreement, before the Plaintiffs have satisfied the requirements of
14 paragraphs 3(A) through 3(F) of the Settlement Agreement or a contract
15 has been let for the construction of the Public Water Supply System:

16
17 (A) To pay engineering and administrative expenses,
18 aggregating not more than \$75,000, incurred by the City of
19 Edgerton after March 7, 1996 and before closing of the
20 Settlement Agreement, in connection with the design of the
21 Public Water Supply System and the solicitation of bids for
22 the construction thereof.

23
24 (B) To pay engineering expenses aggregating not more
25 than \$7,500, incurred by the Plaintiffs after March 7, 1996
26 and before closing of the Settlement Agreement for
27 engineering review, monitoring, or inspection of work
28 performed by or on behalf of said city in connection with
29 the design of the Public Water Supply System and the
30 solicitation of bids for the construction thereof.

1 (C) To pay for any bottled water services provided to
2 the Plaintiffs by Addie Water Systems, Inc. subsequent to
3 April 1, 1996.
4

5 8. Bank One shall make the payments set forth in paragraph 6
6 above from the Escrow Account upon receipt of the following:
7

8 (A) A joint written directive to pay expenses incurred
9 by the City of Edgerton in connection with the design and
10 construction of the Public Water Supply System or by the
11 Plaintiffs for engineering review, monitoring, or inspection
12 of work performed by or on behalf of the City of Edgerton.
13

14 (B) The initial \$200,000 payment shall be made to the
15 WDNR upon receipt of a written acknowledgment, executed
16 by the designated agent of the Settling Defendants, that
17 documents satisfying the requirements of Paragraph 3(G) of
18 the Settlement Agreement have been delivered to the
19 Settling Defendants.
20

21 (C) Payments under paragraphs 6(E) or 6(F) shall be
22 made upon receipt of a joint written directive.
23

24 (D) The charges of Addie Water Systems, Inc., shall
25 be paid upon receipt of a payment authorization executed by
26 either of the designated agents of the Plaintiffs.
27

28 9. The balance remaining in the escrow account after the
29 payments hereinbefore provided for have been made shall disbursed to
30 Attorney Edward Garvey or Attorney Michael Bauer, in trust, for the
31 Plaintiffs, upon receipt of a written acknowledgment, executed by the
32 designated agent of the Settling Defendants, that the design and
33 construction of the Public Water Supply System has been successfully

1 completed and that the Plaintiffs have satisfied the requirements of
2 paragraph 3(A) through (F), inclusive, of the Settlement Agreement.
3

4 10. If the State of Wisconsin Department of Development does not
5 award the Block Grant to the City of Edgerton before closing of the
6 Settlement Agreement, or if the Plaintiffs fail to satisfy the requirements
7 of paragraph 3 of the Settlement Agreement by the time set for closing
8 of the Settlement Agreement, the entire balance remaining in the Escrow
9 Account after any payment of engineering and administrative fees
10 pursuant to paragraph 6(A), payment of the fees of Bank One pursuant
11 to paragraph 6(G), and payment of any bottled water services pursuant
12 to paragraph 7(C) shall be disbursed to the designated agent of the
13 Settling Defendants, in trust, for refund to the Settling Defendants. Such
14 disbursement shall be made upon receipt of written notice, executed by
15 the designated agent of the Settling Defendants that either of the
16 foregoing situations exist.
17

18 11. The Plaintiffs and the Settling Defendants acknowledge that
19 the WDNR is a third party beneficiary of paragraph 6(B) of this
20 Agreement.
21

22 12. Bank One shall deliver the documents, releases, court orders,
23 affidavits, easements, assessments, agreements, ordinances, and other
24 documents received by it from the Plaintiffs and the mutual releases
25 received by it from the Settling Defendants to the designated agent of the
26 Settling Defendants at the time set for closing the Settlement Agreement.
27

28 13. Bank One shall provide each of the Designated Agents with
29 a quarterly report concerning all income credited to and disbursements
30 charged against the Escrow Account.
31

32 14. Bank One may resign as Escrow Agent upon thirty (30) days
33 advance notice to the Designated Agents. Thereafter, Bank One shall (a)

1 pay the escrowed funds, together with any interest which has accrued
2 thereon, to the order of the payee designated in a joint written directive
3 and (b) deliver all documents delivered to and held by Bank One
4 pursuant to the terms of this Agreement and of the Settlement Agreement
5 to said designee. If no such order is received by Bank One within thirty
6 days after the notice of resignation was given, Bank One is authorized,
7 in its sole discretion, to either pay the escrowed funds to the joint order
8 of the Designated Agents, in trust, for the Plaintiffs and the Settling
9 Defendants, or to deposit them with a court of competent jurisdiction for
10 disposition by interpleader.

11
12 15. Bank One shall be entitled to rely upon any written notice,
13 demand, certificate, or document presented to it by the Designated
14 Agents of the parties which it reasonably believes to be genuine and shall
15 not be liable to the Plaintiffs or the Settling Defendants for any action or
16 failure to act based upon such reliance in the absence of malfeasance or
17 willful misconduct.

18
19 16. If, at any time, Bank One is uncertain as to its duties or rights
20 under this Agreement, or receives any demand or directions from the
21 designated agent of the Plaintiffs or of the Settling Defendants which
22 conflict with any provision of this Agreement, then Bank One, in its sole
23 discretion, may refrain from taking any action, other than those
24 necessary to preserve the funds on deposit in the Escrow Account, until
25 otherwise instructed in a joint written directive or until presented with a
26 judicial order, decree, or judgment resolving the uncertainty or conflict.

27
28 17. Except as hereinafter provided, the parties shall indemnify
29 Bank One for and hold it harmless from any expenses, damages, costs,
30 or liabilities incurred (i) to determine its rights or obligations under this
31 Agreement, (ii) in connection with any litigation involving Bank One
32 which arises out of or is in any way related to this Agreement or the
33 Escrow Account, and (iii) under any circumstances arising out of or in

1 any way related to the discharge of its duties as Escrow Agent. This
2 indemnity provision does not extend to expenses, damages, or losses of
3 any sort attributable to the negligence, malfeasance, or willful
4 misconduct of Bank One.
5

6 18. All notices given hereunder shall be in writing and shall be
7 deemed given when delivered in person or sent by United States mail,
8 registered or certified with postage prepaid, or a commercial overnight
9 delivery service, addressed as follows:
10

11 (A) If to the Plaintiffs:

12
13 Attorney Michael R. Bauer
14 Bauer Law Offices
15 P.O. Box 527
16 Madison, WI 53701
17

18 and:

19
20 Attorney Edward R. Garvey
21 Garvey & Associates, S.C.
22 15 South Blair Street
23 Madison, WI 53703
24

25 (B) If to the Settling Defendants:

26
27 Ms. Lavone Wandschneider
28 Edgerton City Administrator
29 Edgerton City Hall
30 12 Albion Street
31 Edgerton, WI 53534
32

1 (C) If to Bank One:
2

3 Mr. Curtis R. Parish
4 Bank One Wisconsin Trust Company, NA
5 100 West Milwaukee Street
6 P.O. Box 680
7 Janesville, WI 53547-0680
8

9 or to such other address as either of the Designated Agents or Bank One
10 shall designate by notice given in accordance with this section.
11

12 19. Any notices which the Escrow Agent is required or desires to
13 give hereunder to any other party hereto shall be in writing and may be
14 given by mailing the same to the address of the Designated Agents by
15 United States mail, postage prepaid. For all purposes hereof any notice
16 so mailed shall be as effectual as though served upon the person of the
17 party to whom it was mailed at the time it is deposited in the United
18 States mail by the Escrow Agent. Notices to the Escrow Agent shall be
19 in writing and shall not be deemed to be given until actually received by
20 Bank One. Whenever under the terms hereof the time for giving a notice
21 or performing an act falls upon a Saturday, Sunday or Bank Holiday,
22 such time shall be extended to the next day on which Bank One is open
23 for business.
24

25 20. The duties and responsibilities of the Escrow Agent shall be
26 limited to those expressly set forth in this Agreement. No implied duties
27 of the Escrow Agent shall be read into this Agreement.
28

29 21. The Escrow Agent is authorized, in its sole discretion, to
30 disregard any and all notices or instructions given by any other party
31 hereto or by any other person, firm or corporation, other than notices or
32 instructions herein provided for and orders or process of any court of
33 competent jurisdiction.

1 22. The Escrow Agent may rely, and shall be protected in acting
2 or refraining from acting, upon any instrument furnished to it hereunder
3 and reasonably believed by it to be genuine and to have been signed or
4 presented by the appropriate party or parties (including without
5 limitation, with respect to any party which is a corporation, any
6 instrument purporting to have been signed on its behalf by an authorized
7 officer.

8
9 23. The Escrow Agent shall not be responsible for the sufficiency
10 or accuracy, or the form, execution, validity or genuineness, of
11 documents or securities now or hereafter deposited or received
12 hereunder, or of any endorsement therein, nor shall it be responsible or
13 liable in any respect on account of the identity, authority or rights of any
14 person executing, depositing or delivering or purporting to execute,
15 deposit or deliver any such document security or endorsement or this
16 Agreement, or on account of or by reason of forgeries, false
17 representations, or the exercise of its discretion in any particular manner,
18 nor shall the Escrow Agent be liable for any mistake of fact or of law or
19 any error of judgment, or for any act or omission, except as a result of
20 its negligence or willful malfeasance. Under no circumstances shall the
21 Escrow Agent be liable for any general or consequential damages or
22 damages caused, in whole or in part, by the action or inaction of the
23 Plaintiffs, the Settling Defendants, or the Designated Agents.

24
25 24. The Escrow Agent may consult with legal counsel of its own
26 choosing and shall be fully protected in acting or refraining from acting
27 in good faith and in accordance with the opinion of such counsel.

28
29 25. This Agreement shall be binding upon the successors and
30 assigns of each party and shall be governed by the laws of the State of
31 Wisconsin.

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26. This is an integrated Agreement which supersedes all previous agreements between the Plaintiffs, the Settling Defendants, and Bank One, whether oral or written, and represents the entire agreement of the parties. No understanding, provision or document of any kind shall be included in or form any part of this Agreement unless signed by all of the parties.

27. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 1st day of April, 1996.

BANK ONE WISCONSIN TRUST COMPANY, N.A.

By: Curtis R. Parish, V.P. Date: 3-30-96
Curtis R. Parish

**GARVEY & ASSOCIATES, S.C. and
BAUER LAW OFFICE as
Attorneys for Plaintiffs**

By: _____ Date: _____
Edward R. Garvey

Michael R. Bauer Date: _____

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BANK ONE WISCONSIN TRUST COMPANY, N.A.

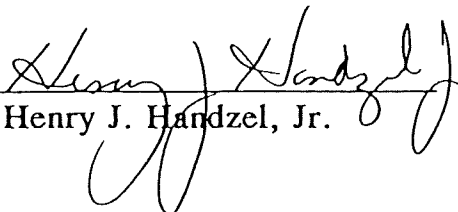
By: _____ Date: _____
Curtiss R. Parish

**GARVEY & ASSOCIATES, S.C. and
BAUER LAW OFFICE as
Attorneys for Plaintiffs**

By: Edward R. Garvey Date: 4/1/96
Edward R. Garvey

Michael R. Bauer Date: 4/1/96
Michael R. Bauer

1 DeWITT ROSS & STEVENS, S.C., as
2 Attorneys for DT, Inc.

3
4 By:  Date: 4/1/96
5
6 Henry J. Handzel, Jr.

7
8
9 **DYKEMA GOSSETT** as
10 Attorneys for Dana Corporation, Inc.

11
12 By: _____ Date: _____
13 Jerome L. Maynard

14
15
16 **WEIL, GOTSHAL & MANGES** as
17 Attorneys for Avatar Holding, Inc.
18 and Highway Industries, Inc.

19
20
21 By: _____ Date: _____
22 James B. Shapiro

23
24
25 **FRIEBERT, FINERTY & ST. JOHN** as
26 Attorneys for Nunn Bush Shoe
27 Co., Inc. and Weyco Group, Inc.

28
29
30 By: _____ Date: _____
31 Ted A. Warpinski

32
33
34 **TRESSLER, SODERSTROM, MALONEY & PRIESS** as
35 Attorneys for Nelson-Young Lumber Company

36
37
38 By: _____ Date: _____
39 Stephen T. Grossmark
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**DeWITT ROSS & STEVENS, S.C., as
Attorneys for DT, Inc.**

By: _____ Date: _____
Henry J. Handzel, Jr.

**DYKEMA GOSSETT as
Attorneys for Dana Corporation, Inc.**

By: _____ Date: _____
Jerome L. Maynard

**WEIL, GOTSHAL & MANGES as
Attorneys for Avatar Holding, Inc.
and Highway Industries, Inc.**

By: J. B. Shapiro Date: 3/29/96
James B. Shapiro

**FRIEBERT, FINERTY & ST. JOHN as
Attorneys for Nunn Bush Shoe
Co., Inc. and Weyco Group, Inc.**

By: _____ Date: _____
Ted A. Warpinski

**TRESSLER, SODERSTROM, MALONEY & PRIESS as
Attorneys for Nelson-Young Lumber Company**

By: _____ Date: _____
Stephen T. Grossmark

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DeWITT ROSS & STEVENS, S.C., as
Attorneys for DT, Inc.

By: _____ Date: _____
Henry J. Handzel, Jr.

DYKEMA GOSSETT as
Attorneys for Dana Corporation, Inc.

By: Jerome L. Maynard Date: March 29, 1996
Jerome L. Maynard

WEIL, GOTSHAL & MANGES as
Attorneys for Avatar Holding, Inc.
and Highway Industries, Inc.

By: _____ Date: _____
James B. Shapiro

FRIEBERT, FINERTY & ST. JOHN as
Attorneys for Nunn Bush Shoe
Co., Inc. and Weyco Group, Inc.

By: _____ Date: _____
Ted A. Warpinski

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Attorneys for Nelson-Young Lumber Company

By: _____ Date: _____
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By:  Date: 3/29/96
Ted A. Warpinski

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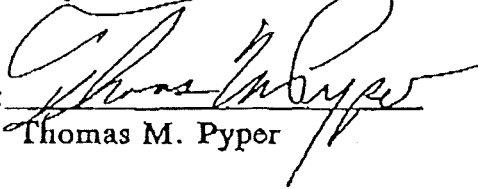
By: _____ Date: _____
Ted A. Warpinski

TRESSLER, SODERSTROM, MALONEY & PRIESS as
Attorneys for Nelson-Young Lumber Company

By: Stephen T. Grossmark Date: 3/29/96
Stephen T. Grossmark

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WHYTE HIRSCHBOECK DUDEK as
Attorneys for I-K-L Manufacturing Co., Inc.

By:  Date: 4/1/96
Thomas M. Pyper

MEISSNER TIERNEY FISHER & NICHOLS S.C., as
Attorneys for Beloit Disposal, Inc.

By: _____ Date: _____
Michael J. Cohen

HOBAN LAW OFFICE as
Attorneys for Amtel Inc.

By: _____ Date: _____
Thomas M. Hoban

MORGAN, LEWIS & BOCKIUS LLP, as
Attorneys for X-L-CO., INC. and
XTRA Corporation

By: _____ Date: _____
Lowell Martin

DAVIS & KUELTHAU, S.C., as
Attorneys for City of Edgerton

By: _____ Date: _____
William J. Mulligan

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WHYTE HIRSCHBOECK DUDEK as
Attorneys for I-K-I Manufacturing Co., Inc.

By: _____ Date: _____
Thomas M. Pyper

MEISSNER TIERNEY FISHER & NICHOLS S.C., as
Attorneys for Beloit Disposal, Inc.

By: Michael J. Cohen Date: 3/29/96
Michael J. Cohen

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Attorneys for Amtel Inc.

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By: _____ Date: _____
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By: _____ Date: _____
Michael J. Cohen

HOBAN LAW OFFICE as
Attorneys for Amtel Inc.

By: Thomas M. Hoban Date: 30 March 1996
Thomas M. Hoban

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XTRA Corporation

By: _____ Date: _____
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WHYTE HIRSCHBOECK DUDEK as
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By: _____ Date: _____
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XTRA Corporation

By: Lowell Martin Date: 3/29/96
Lowell Martin

DAVIS & KUELTHAU, S.C., as
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By: _____ Date: _____
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Attorneys for Beloit Disposal, Inc.

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DAVIS & KUELTHAU, S.C., as
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ALSTON & BIRD as
Attorneys for Dorsey Trailers, Inc.

By: 
Neil V. Foulme

Date: 4/1/96

BOARDMAN, SUHR, CURRY & FIELD as
Attorneys for City of Stoughton

By: _____
Richard J. Delacenserie

Date: _____

von BRIESEN, PURTELL & ROPER, S.C., as
Attorneys for Valley Sanitation Company, Inc.

By: _____
Michael P. Carlton

Date: _____

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ALSTON & BIRD as
Attorneys for Dorsey Trailers, Inc.

By: _____ Date: _____
Nill V. Toulmc

BOARDMAN, SUHR, CURRY & FIELD as
Attorneys for City of Stoughton

By: *Richard J. Delacenserie* Date: *3/29/95*
Richard J. Delacenserie
LAURENCE J. KOBZA

VON BRIESEN, PURTELL & ROPER, S.C., as
Attorneys for Valley Sanitation Company, Inc.

By: _____ Date: _____
Michael P. Carlton

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ALSTON & BIRD as
Attorneys for Dorsey Trailers, Inc.

By: _____ Date: _____
Nill V. Toulme

BOARDMAN, SUHR, CURRY & FIELD as
Attorneys for City of Stoughton

By: _____ Date: _____
Richard J. Delacenserie

von BRIESEN, PURTELL & ROPER, S.C., as
Attorneys for Valley Sanitation Company, Inc.

By: Michael P. Carlton Date: 4/1/96
Michael P. Carlton

LIST OF PLAINTIFFS

Rodney A. and Deborah J. Alderman; Frank G. and Ruth Alfaro; Ronald L. and Alida H. Anderson; Joseph W. Babcock and Lora K. Poole-Babcock; Robert A. and Shanna J. Chapman; Walter and Evelyn Bernitt; Dorian G. Betts; Bruce and Tammy Bolden; Lawrence W. and Marsha P. Boll; Susan Porter Brachtl and Steven M. Porter; Clifford F. and Marilyn R. Brossart; Hjalmer H. and Sally E. Brown; Lawrence D. Butcher and Dorothy J. Eng; James L. Carlson; Gaylord H. and Lorraine S. Chapman; Michael R. and Lynn A. Chapman; Walter J. Chodor; Harold W. and Genevieve R. Colburn; Ruth and Carol Incha; Burrell B. and Judith A. Coy; John P. Cullen; Brian Robert and Pamela S. Danielson; Christopher S. and Kara Davis; John and Heidi Dillon; Deanna M. Ehmman; Eugene L. and Henrietta A. Falendysz, Sr.; James C. Farmer; Ronald B. Fay and Arnold G. Fay; Ordale C. and Kris Frandle; Donald E. and Evelyn D. Giese; Michael and Dawn R. Gimmer; George F. and Marjorie J. Graves; Charles E. and Velma R. Graves; Thomas W. and Deborah L. Hadley; Steven and Eva Hajas; Peter S. and Lori Hajas; Steven Z. Hajas; Joseph and Sharon Hajny; Stan Handzel; Anna M. Hansen; Daniel B. and Carol J. Hansen; John P. and Ann T. Hawke; Richard H. Hildebrand and Mildred Wulff; John W. and Joyce H. Hogaboom; Douglas G. and Dawn E. Holtz; Harold R. and Gale R. Hopp; Harry E. Jones; Dave A. Karich; George K. and Kathryn C. Kjelland; Omelan G. and Maria Kluchnyk; Duane M. Knickerbocker; Francis J. and Joan D. Krolak; Chester and Edith Kruckenberg; David J. and Darlene D. Kruckenberg; Dennis E. and Patricia A. Krueger; Roger and Diane Kubitz; Daniel D. Larson; Werner R. and Rosemarie Last; Raymond E. and Diane Lauk; Andrew M. Learn; Willard and Barbara Learn; William A. Learn; Stanley J. and Joanna M. Lejsner; John Linn; Mary A. Linsley; Charles J. and Catherine M. Loomis, Jr.; Marie V. Loudenbeck; James W. Lucchesi; John H. and Carol R. Maier; Roger P. and Rosemarie Majewski; Ethlynn Mallory; David and Diana Markson; James D. and Eileen M. Martin; Casey P. Meagher; Todd R. Meyer and Marlene K. Moffett; Gary and Marilyn Michaelis; Julie A. Monahan; Robert O. Monson; Peter J. and Elizabeth M. Mooney; Billy D. and Jodie L. Morrison; Robert A. and Robin Morrison; John E. Murray; Annamae G. Nelson; Gene E. Nichols; Michael C. Nichols; Bennett J. and Rosalie A. Noto; Richard G. and Hildred A. Olin; Kathy and Joel Olson; Clayton W. Olstad; Clifford C. and Nelita A. Peterson; Martin D. Peterson; William F. and Linda L. Pfeifer; Michael J. and Hilda M. Philbin; Leon, Paula and Karen Popowski; Frank J. and Debra L. Pulciana; Marilyn M. Purnell; Lawrence M. Rajzer; John P. Revolinski; Gene W. and Lois M. Richards; George W. and Carol Lee Richards, Jr.; Michael J. and Carol Romack; Robert P. and Germaine M. Samuelsen; Erik A. and Dawn

M. Samuelson; Dwayne L. Sarver, Sr.; Peter P. Schmidt and Sharon D. Feeley; Jack B. Schmittel, Darla Walters, Sandra Collard, Connie Kay Johnson and Bill Schmittel; Louise A. Schneider; Leroy B. and Dolores A. Schrage; Evelyn M. Schroeder; Paul F. Schuette; Bruce T. Schumacher; Louise E. Schwartzlow; Clark J. Shafer; Irv E. and Mary Lou Shudlick; Leo Jack and Leona A. Sickler; Raymond F. and Nancy A. Skipton; Henry W. and Mildred J. Stockwell; Joel W. and Jacqueline E. Stockwell; George Stretch; Richard R. Swon; Theodore Syverson, Jr.; Ronald A. and Judith A. Tuebert; John and Ruth Thompson; Charlotte M. Turnbull; Donald and Lillian M. Valentine; Dennis W. Vierck; Jean E. Vollmar; Pamela M. Vollmar; Frank H. Walsh; Norman J. Weitzel; Russel A. and Laura J. Weiland; Grace Wellen and Joachim A. Rohach; Charles F. and Rosella E. Wileman; Gladys M. Wileman; James A. and Bette L. Wileman; Roger L. and Ruth M. Wileman; Vernice M. Wilke; Irv C. Wille; Fred W. Wing; Gerrold Woods, Rudy Wuksinich; Jeffrey R. Wulff; Sanford and Mildred Wulff; John N. Yeske; Mark L. Yeske; Matthew A. Yeske; and, Frank Zarnowski