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SEP 08 1994

WASTE FACILITY
SITING BOARD

AGREEMENT

WHEREAS, Land Reclamation Company, a general partnership, with principal offices located at 1989 Oakes Road, Racine, Wisconsin (hereinafter referred to as "LRC"), has applied to the Wisconsin Department of Natural Resources (hereinafter referred to as the "DNR") for approval of an expansion of its solid waste disposal facility located within the City of Racine, Racine County, Wisconsin (hereinafter referred to as the "Expansion") as described in the Feasibility Report on file with the DNR, as modified from time to time; and

WHEREAS, pursuant to the procedure set forth in the Wisconsin Statutes for the expansion of a solid waste disposal facility, LRC has notified the Affected Municipalities as defined by Wisconsin Statutes §§ 144.43 and 144.445 of their rights to partake in the negotiation/arbitration procedure set forth in Wisconsin Statutes §144.445 and the following municipal corporations existing by virtue of the laws of the State of Wisconsin have been qualified to and have indicated, by resolution, their intention to partake in the negotiation/arbitration procedure: City of Racine, Racine County, Wisconsin; Town of Mount Pleasant, Racine County, Wisconsin; and County of Racine, Wisconsin (hereinafter referred to as "Municipalities" or "Affected Municipalities"), and

WHEREAS, the Municipalities have, pursuant to Wisconsin Statutes §144.445, appointed members to a local negotiating committee called the Waste Facility Siting Committee

(hereinafter referred to as "WFSC") and have met with and negotiated with LRC regarding the Expansion, and

WHEREAS, LRC has filed with the DNR a Feasibility Report for the Expansion prepared in accordance with Wisconsin Administrative Code Chapter NR 500 et seq.

WHEREAS, the specific location of the Expansion referred to in this Agreement is set forth on Exhibit "A". Said location is also hereinafter referred to as the "Expansion Site". The Expansion Site is located in the City of Racine, Wisconsin and has a mailing address of 1989 Oakes Road, Racine Wisconsin 53406.

WHEREAS, the WFSC and LRC agree that the City of Racine and its various departments have the staff and resources to provide administrative services with respect to matters pertaining to the operation of the landfill.

WHEREAS, the WFSC and LRC acknowledge that the Expansion is needed in order to ensure the availability of economical landfill space for the future.

NOW, THEREFORE, in consideration of the covenants provided for herein, the parties agree as follows:

A. Term of Agreement

The term of this Agreement shall commence and be effective at such time as LRC receives all necessary permits and licenses for the Expansion from all governmental entities having jurisdiction for such approvals. The parties agree that the obligations of and limitations on LRC contained in this Agreement shall commence upon the issuance of all necessary permits and licenses for the Expansion from all governmental entities having jurisdiction for such approvals. The obligations of and

limitations on LRC contained in this Agreement and the term of this Agreement shall end on the date when LRC ceases accepting waste for disposal in the Expansion Site.

B. Final Use

LRC agrees that, at the termination of all landfilling at the Expansion Site, it shall use the Expansion facility in accordance with the Plan of Operation and Closure and Long-Term Care Plan governing the Expansion Site, and applicable state, federal and City of Racine laws and regulations. At least one year prior to the voluntary termination of landfilling at the Expansion Site or six months after a forced closure of the Expansion Site, LRC shall notify the City of Racine in writing, for its approval, of LRC's submittal to the DNR of a plan for final use for approval by the DNR. LRC agrees that at the termination of all landfilling at the Expansion Site as defined above, the final grades and cover used in the design of the Expansion will allow the Expansion area to be used for open green space and/or recreational use. The parties acknowledge that the DNR or other state or federal authorities may impose requirements upon LRC regarding the final use of the Expansion Site.

C. Operations

LRC agrees to operate the Expansion Site in conformity with all state and federal laws which have jurisdiction over the Expansion Site and which may be applicable to the operation of a sanitary landfill and specifically applicable to the Expansion Site which is the subject of this Agreement. Nothing herein, however, shall preclude LRC from challenging the validity of any local, state or federal regulation which may apply to the

Expansion Site, and LRC specifically reserves the right to use all means available to LRC to be heard as it relates to its concerns over the applicability of statutes, rules, and regulations.

In addition to being bound by state and federal rules and regulations, LRC specifically agrees that the Expansion Site shall be bound by the following operational considerations and constraints.

1. Hours of Operation. The Expansion Site may be open for the acceptance of solid waste between the hours of 5:00 a.m. and 7:00 p.m. daily Monday through Friday, and 5:00 a.m. to 5:00 p.m. on Saturday. On Sunday and on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, the Expansion Site shall not accept waste for disposal except for emergency disposal.

2. Wind-Blown Paper. LRC agrees to be bound by applicable city, state and federal statutes or regulations which have jurisdiction over the Expansion Site regarding the maintenance and control of wind-blown paper from the Expansion Site and agrees to use reasonable efforts to comply therewith. LRC agrees to send its employees into the areas surrounding the Expansion Site to retrieve wind blown materials that have left the fenced in area of the Expansion Site. LRC will be responsive to complaints, if any, regarding wind-blown paper.

3. Fences. LRC agrees to install fences of at least six feet in height around the perimeter of the Expansion Site. During windy conditions LRC agrees to use mobile wind screens at least 12 feet in height on the downwind side surrounding the area of

the Expansion Site where LRC is disposing waste for the purpose of preventing the movement of wind-blown paper and containing said wind-blown paper. LRC agrees to make reasonable efforts to comply with a directive from the City of Racine relative to the pick-up and disposal of wind-blown refuse.

4. Access to Expansion Site. In accordance with the Land Use Agreement attached hereto as Exhibit "B", LRC agrees to utilize Oakes Road and/or 21st Street as the means of access to the Expansion Site.

D. Landscaping

LRC agrees that landscaping at the Expansion Site will be designed to visually screen the Expansion area. LRC will provide screening by placement of perimeter berms, vegetation, plantings and fencing during the operation of each phase of the Expansion. The existing screening berm along 16th Street will be extended along the entire north side of the Expansion.

A Land Use Agreement has been entered into between LRC and the City of Racine for the purpose of establishing limitations on Land Use in the Expansion area. A copy of the current Land Use Agreement is attached hereto and incorporated herein as Exhibit "B". LRC agrees to implement the terms and conditions thereof, and operate and maintain the Expansion Site in accordance therewith.

E. Waste Restriction

LRC agrees that, during the term of this Agreement, it will not seek to obtain a license to operate the expanded facility as a hazardous waste site as that term is defined by state and federal law as from time to time amended.

F. Surface Water

LRC shall use reasonable efforts to comply with the surface water monitoring requirements approved by the DNR, and the surface water discharge limitations contained in its Wisconsin Pollution Discharge Elimination System (WPDES) permit. The parties acknowledge that Wisconsin Administrative Code Section NR 500 et seq. imposes requirements upon LRC regarding surface water monitoring.

G. Dust Control

LRC agrees to implement a Dust Control Plan for the Expansion in accordance with §NR 415.04 of the Wisconsin Administrative Code. The Dust Control Plan will specify the dust control procedures to be implemented at the Expansion. Dust will be controlled during normal landfill operating hours and may be extended during construction activities or dry weather conditions. To control dust on-site, the roads interior to the Expansion Site shall be swept and/or watered routinely. Dust Control activities will be conducted during the hours set forth in Section C, Subparagraph 1.

It is recognized that the origin of dust is not always easily attributable to the Expansion Site. Such elements as wind direction and other weather conditions may well affect dust for a given period of time at a given site. LRC shall attempt to correct problems relative to dust and LRC agrees to use reasonable efforts to comply with the intent of the Dust Control Plan.

H. Odor Control

LRC agrees to implement an Odor Control Plan to limit odors at the Expansion Site during excavation or movement of in-place refuse. The Odor Control Plan will include a notification procedure prior to construction activities which may cause odors. During construction activities, areas where refuse is excavated will be minimized, cover soils will be used where possible and use of an odor masking agent or other odor control measures will be taken as defined in the Odor Control Plan. Odor Control activities will be conducted as needed during the hours set forth in Section C, Subparagraph 1. It is recognized that odor is not always easily attributable to a specific source whether it be a landfill or some other entity. Such elements as wind direction, weather inversions and other weather conditions may well affect odors for a given period of time at a given site. LRC agrees to use reasonable efforts to comply with the intent of this section.

I. Economic Matters With Respect to Property Owners

1. Property Owners Listed On Exhibit "C".

Pursuant to the following procedure, LRC shall offer to enter into a written Property Protection Agreement, in the form attached hereto as Exhibit "D", with the current owner of each property listed on Exhibit "C" upon which a home exists on the date of execution of this Siting Agreement or for which a building permit to construct a house has been issued on or before the date of execution of this Siting Agreement. Notwithstanding Section A of this Siting Agreement, within sixty (60) days after this Siting Agreement is approved by both the WFSC and the City of Racine, LRC shall send by

certified mail, return receipt requested, a letter, in the form attached hereto as Exhibit "E", and three duplicate originals of the Property Protection Agreement in the form set forth on Exhibit "D", addressed to the owner(s) of each property listed in Exhibit "C" upon which a home exists on the date of execution of this Siting Agreement or for which a building permit to construct a house has been issued on or before the date of execution of this Siting Agreement. LRC's responsibility under this section shall be deemed satisfied at the time LRC mails said letter to the owners of record of each property identified in Exhibit "C" upon which a home exists on the date of execution of this Siting Agreement or for which a building permit to construct a house has been issued on or before the date of execution of this Siting Agreement. All three of the duplicate original Agreements so sent shall have been executed in advance of mailing by an officer of LRC having the authority to bind LRC. This letter shall advise the owner(s) of the property that within 120 days of receipt of said letter, he, she or they, if more than one owner, must sign and return two (2) of the duplicate originals to LRC if the owner(s) of the property wish to have the benefits provided by the Property Protection Agreement in the form set forth on Exhibit "D". Owner(s) who have not signed and returned the Property Protection Agreement in the form set forth on Exhibit "D" within said 120 day period shall be deemed to have rejected said offer. In any case where there is more than one owner of record of a given property, all of the owners must sign the Agreement and

return it to LRC within the 120 day period. If any one of the owners do not comply with this provision, the offer shall be deemed to have been rejected by all of them.

2. Property Owners Listed On Exhibit "F".

Pursuant to the following procedure, LRC shall offer to enter into a written Property Protection Agreement, in the form attached hereto as Exhibit "G", with the current owner of each property listed on Exhibit "F" upon which a home exists on the date of execution of this Siting Agreement or for which a building permit to construct a house has been issued on or before the date of execution of this Siting Agreement. Notwithstanding Section A of this Siting Agreement, within sixty (60) days after this Siting Agreement is approved by both the WFSC and the City of Racine, LRC shall send by certified mail, return receipt requested, a letter, in the form attached hereto as Exhibit "H", and three duplicate originals of the Property Protection Agreement in the form set forth on Exhibit "G", addressed to the owner(s) of each property listed in Exhibit "F" upon which a home exists on the date of execution of this Siting Agreement or for which a building permit to construct a house has been issued on or before the date of execution of this Siting Agreement. LRC's responsibility under this section shall be deemed satisfied at the time LRC mails said letter to the owners of record of each property identified in Exhibit "F" upon which a home exists on the date of execution of this Siting Agreement or for which a building permit to construct a house has been issued on or before the date of execution of this Siting

Agreement. All three of the duplicate original Agreements so sent shall have been executed in advance of mailing by an officer of LRC having the authority to bind LRC. This letter shall advise the owner(s) of the property that within 120 days of receipt of said letter, he, she or they, if more than one owner, must sign and return two (2) of the duplicate originals to LRC if the owner(s) of the property wish to have the benefits provided by the Property Protection Agreement in the form set forth on Exhibit "G". Owner(s) who have not signed and returned the Property Protection Agreement in the form set forth on Exhibit "G" within said 120 day period shall be deemed to have rejected said offer. In any case where there is more than one owner of record of a given property, all of the owners must sign the Agreement and return it to LRC within the 120 day period. If any one of the owners do not comply with this provision, the offer shall be deemed to have been rejected by all of them.

J. Host Payments

LRC shall pay the City of Racine a payment based on the amount of municipal solid waste disposed of at the Expansion. Said payment shall hereinafter be referred to as the "Host Payment." The Host Payment to be paid to the City of Racine shall be \$1.35 per ton of municipal solid waste disposed of at the Expansion during the previous calendar month. The Host Payment shall be paid within 60 days following each calendar month. For example, assume that during one calendar month after LRC commences accepting municipal solid waste at the Expansion, 1,000 tons of

municipal solid waste is disposed of at the Expansion. If that occurs, by the 60th day following the end of that calendar month LRC shall pay a Host Payment to the City of Racine in the amount of \$1,350.00.

LRC is aware that the City of Racine, County of Racine and Town of Mt. Pleasant may share the Host Payment. LRC agrees that it shall not object to, nor take any action to defeat or impair, any Host Payment sharing arrangement between the Municipalities.

As used herein, for the purpose of calculating the Host Payment, the term "municipal solid waste" shall mean household waste or solid waste from commercial or industrial sources that does not contain hazardous waste and, except as provided below, does not contain any process waste which is the direct or indirect result of the manufacturing of a product or the performance of a service. Notwithstanding the foregoing, the term "municipal solid waste" shall also include disposable contaminated soils, yard waste, asbestos, processed medical waste, waste wood, sludge, tires and industrial process waste generated from outside the County of Racine. Furthermore, "municipal solid waste" does not include disposable contaminated soils, yard waste, asbestos, processed medical waste, waste wood, sludge, tires and industrial process wastes generated from inside the County of Racine. Additionally, the term "municipal solid waste" does not include any foundry sand.

In anticipation of inflation, the Host Payment shall be adjusted semi-annually on January 1 and July 1 (also referred

to as the "dates of adjustment" or "adjustment dates") of each calendar year after LRC commences accepting municipal solid waste for disposal at the Expansion, and the rate as established on any such date of adjustment shall remain in effect until the next semi-annual adjustment date. It is agreed that the Host Payment of \$1.35 per ton of municipal solid waste for any given period commencing on January 1 and July 1 of each calendar year after LRC commences accepting municipal solid waste for disposal at the Expansion shall be adjusted by multiplying the original Host Payment amount by a fraction, the numerator of which shall be the average of the monthly Consumer Price Indices for the six month period commencing eight months prior to and ending two months prior to the date of adjustment, and the denominator of which shall be the average of the monthly Consumer Price Indices for the six month period immediately preceding the month when LRC commences accepting municipal solid waste for disposal at the Expansion, provided, however, that in no event shall the Host Payment be less than \$1.35 per ton.

As used herein, Consumer Price Index (or Indices) shall mean the Consumer Price Index Published by the Bureau of Labor Statistics of the United States Department of Labor for All Urban Consumers, North Central States - Size Class C (1982-84=100), or any successor index thereto.

K. Agreements for Disposal

In the event LRC and the City of Racine enter into an agreement for disposal of the City's municipal solid waste, as defined in Section J hereof, and providing LRC receives and is

able to obtain and retain all necessary permits and licenses for the Expansion from all governmental entities having jurisdiction for such approvals, LRC will guarantee that the City of Racine will have space in the Expansion Site for the disposal of municipal solid waste generated by private residents within its municipal boundaries for a term of twelve (12) years or for the term of the agreement for disposal of the City's municipal solid waste, whichever is shorter.

In the event LRC and the Town of Mt. Pleasant enter into an agreement for disposal of the Town's municipal solid waste, as defined in Section J hereof, and providing LRC receives and is able to obtain and retain all necessary permits and licenses for the Expansion from all governmental entities having jurisdiction for such approvals, LRC will guarantee that the Town of Mt. Pleasant will have space in the Expansion Site for the disposal of municipal solid waste generated by private residents within its municipal boundaries for a term of twelve (12) years or for the term of the agreement for disposal of the Town's municipal solid waste, whichever is shorter.

L. Well Water Protection

Within six (6) months after LRC commences accepting waste for disposal at the Expansion Site, LRC shall sample each well designated on Exhibit "I" for which LRC receives a prior written consent in the form shown on Exhibit "J" from the owner(s) and user(s) of said well permitting LRC to obtain a sample. Thereafter, LRC will annually sample on a rotating basis fifty percent (50%) of the wells designated on Exhibit "I" for which LRC receives a prior written consent in

the form shown on Exhibit "J" from the owner(s) and user(s) of said well permitting LRC to obtain a sample. However, the well designated on Exhibit "I" as the Cozy Acres Community Well located at 2928 Cozy Acres Road will be sampled by LRC annually provided LRC receives a prior written consent in the form shown on Exhibit "J" from an authorized agent of the owner(s) and user(s) of said well permitting LRC to obtain a sample.

The samples shall be analyzed for the parameters set forth in Exhibit "K". LRC shall pay for the costs of collecting and analyzing the samples. The samples shall be collected by a consulting firm selected by LRC. Said consulting firm shall be an independent contractor of LRC. The samples shall be analyzed by a laboratory selected by LRC. The laboratory shall be an independent contractor of LRC and certified by the DNR under NR 149 of the Wisconsin Administrative Code. LRC shall deliver the test results of the sampling to the owner(s) and user(s) of the well and the DNR within sixty (60) days of the sampling.

If sampling of any well set forth on Exhibit "I" by LRC, DNR or an independent test by the owner(s) and/or user(s) of any said well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of a primary drinking water standard as defined in NR 109 of the Wisconsin Administrative Code, or a health related Enforcement Standard as defined in NR 140.10 of the Wisconsin Administrative Code, as amended from time to time, then:

a. LRC shall, upon notice from the DNR or the owner(s) and/or user(s) secure an additional sample from said well and test the sample utilizing the same procedure as set forth above in order to confirm the exceedance. LRC shall deliver the test results to the owner(s) and/or user(s) and the DNR within sixty (60) days of said notice. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented. If the results of this test do not confirm the exceedance, then LRC shall collect a third sample and test the sample utilizing the same procedure. LRC shall deliver the test results of the third sample to the owner(s) and/or user(s) and the DNR within sixty (60) days of delivering the test results of the second sample to the owner(s) and/or user(s). If the results of the third sample confirm the exceedance, then the exceedance will be said to have been documented. If the results of the third sample do not confirm the exceedance, then the exceedance shall be said not to have been documented.

b. If the exceedance is documented, LRC shall temporarily provide, at its sole cost, potable water to the owner(s) and/or user(s) of said well. If upon further investigation, it is determined by the DNR that LRC is not the source of the exceedance, then LRC's obligation to temporarily provide potable water shall cease. If the exceedance is documented, LRC will select an independent third party to investigate the cause of the exceedance and submit the results of its investigation to the DNR and the owner(s) and/or user(s) of said well. In the event the

investigation establishes to DNR's satisfaction that the landfill is the source of the exceedance, then LRC shall take appropriate measures to provide a source for a permanent water supply. Said measures shall include, at LRC's sole expense:

1. Hookup of water from the City of Racine Water and Wastewater Utility to the home of each owner and user of said well, including installation of a watermain and a lateral to said home.
2. Removal and/or abandonment of said well in accordance with DNR requirements and accepted procedures. LRC shall also, if requested by the owner, cut the well casing two (2) feet below the ground level so that the well will not be visible on the surface.

Upon hookup of the permanent water supply from the City of Racine Water and Wastewater Utility as set forth above, the cost for the consumption and monitoring of the water thereafter shall be paid by the owner(s) or user(s) of the water.

The rights set forth herein of the owner(s) and user(s) of the wells designated on Exhibit "I" will accrue to any subsequent owner(s) and user(s) of said wells so long as LRC has any obligations under this Section L.

The obligations of LRC contained in this entire Section L shall continue until LRC ceases accepting waste for disposal in the Expansion Site. Thereafter, LRC shall monitor

the wells designated on Exhibit "I" at a frequency to be determined by the DNR as part of LRC's post closure plan.

M. Water Supply For Meadow Lane

Within thirty (30) days of such time as LRC receives all necessary permits and licenses for the Expansion, LRC shall pay \$25,000.00 to the Town of Mt. Pleasant which shall be used by the Town for installation of an approved water main in Meadow Lane north of the existing water main extension to the intersection of Meadow Lane and Highway 20. LRC shall pay an additional \$25,000.00 to the Town of Mt. Pleasant upon completion of installation of the water main as set forth above and upon receipt of documentation, reasonably satisfactory to LRC, demonstrating that all property owners with residences along Meadow Lane north of the existing water main extension to the intersection of Meadow Lane and Highway 20 have installed laterals hooking up their homes to the water main and have abandoned any well(s) serving each residence.

N. Performance of Covenants - Force Majeure

This Agreement is subject to the following limitations: If by reason of "Force Majeure", LRC is unable in whole or in part to carry out the covenants and agreements on its part herein contained, LRC shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind (including, but not limited to, orders of denial, suspension or revocation of any permit or

license to operate the Expansion Site) of the government of the United States or of the State of Wisconsin, or any of their departments, agencies or officials, or any civil or military authority; the expiration of any permit or license to operate the Expansion Site, insurrections, riots, epidemics, landslides, lightning, high winds, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people; civil disturbances, explosions; breakage or accidents to machinery; transmission pipes or canals; partial or entire failure of any utility, including the Racine Wastewater Utility; or any other cause or event not reasonably within the control of LRC, it being agreed that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of LRC, and LRC shall not be required to make settlement of strikes, lockouts, and industrial disturbances by acceding to the demands of an opposing party or parties when such course is, in the judgment of LRC, unfavorable to it.

O. Successors in Interest.

This Agreement shall be applicable to the present Applicant, LRC, and its successors and assigns, and to all parties to which the Applicant may transfer or assign any or all of its ownership interests or contracts or subcontracts concerning its operations or responsibilities in the proposed Expansion. The successors, assigns and transferees of the Applicant shall obtain all permits and licenses required by the DNR to operate the Expansion.

LRC shall notify the Affected Municipalities and the Wisconsin Department of Natural Resources of any change in

ownership of the Expansion Site and provide proof that any such successor or assign has notice and acknowledges this Agreement and the duties and obligations thereunder.

P. General.

This Agreement shall be governed and construed in accordance with the applicable laws of the State of Wisconsin. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Exhibits incorporated as a part hereof by reference shall in all cases be considered a part of this Agreement. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions hereof, or any constitution or statutes or rule of law or public policy or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

IN WITNESS WHEREOF, the undersigned parties have caused their signatures to be affixed to this Agreement as of the 19th day of AUGUST, 1994, by their duly authorized officers.

LAND RECLAMATION COMPANY

By Henry A. Koch
Henry A. Koch, P.E., President

Attest:

Howard Mazur
Howard Mazur, Secretary

WASTE FACILITY SITING COMMITTEE

By Jerome J. Maller
Jerome J. Maller, Chairman

CITY OF RACINE, WISCONSIN

By N. Owen Davies
N. Owen Davies, Mayor

By Karen M. Norton
Karen Norton, City Clerk

Approved as to form:

W. E. P. L.
City Attorney.

Exhibit "A"
Location of Expansion Site 4 30th STREET

16th STREET

X-355

2.59

-PROPOSED NO
(EXPANS

x 672.5

X 523

36 - 676

0745

OAKES ROAD

EX

**APPROX
PROPER**

MEADOWLANE AVE

WEST EXPANSION
SITE)

SIGN SITE

PROPOSED LIMITS OF
WASTE (NORTHWEST
VERTICAL EXPANSION)

EXISTING LANDFILL

EXHIBIT "A"

AT LAND RECLAMATION
LINE

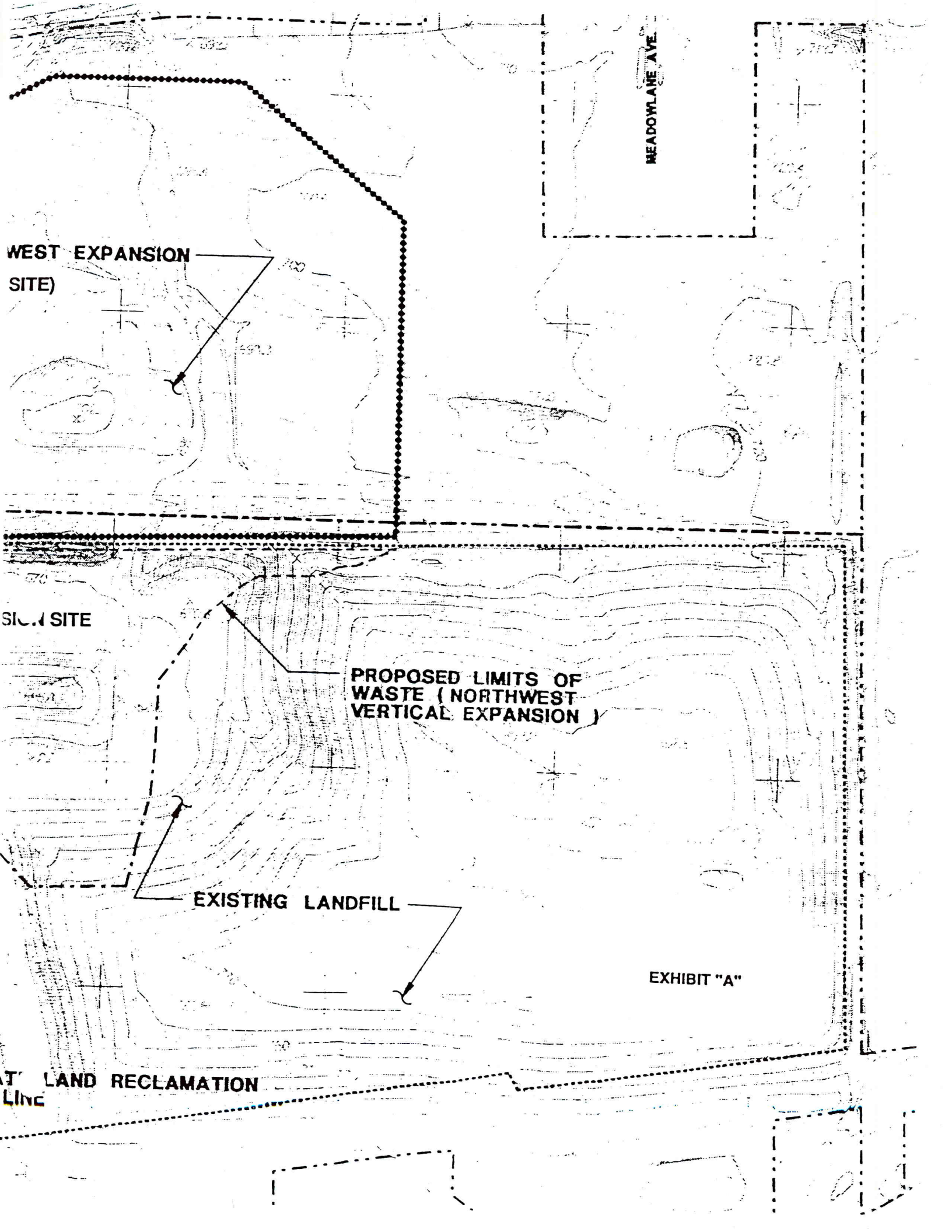


Exhibit "B"

LAND USE AGREEMENT

This Agreement made and entered into as of November 12th, 1987, by and between LAND RECLAMATION, LTD., a Wisconsin Corporation and SEKAO, INC., a Wisconsin Corporation, both of Racine, Wisconsin, hereinafter collectively referred to as "Owners", and the CITY OF RACINE, WISCONSIN, A Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties hereto are desirous of establishing standards for industrial development on the parcel of real estate made the subject of this agreement for the purpose of providing a transition between the industrial development and adjacent non-industrial properties. It is the intent that the development standards in this agreement shall address set-back areas and vehicular access.

Real Estate Subject to Agreement. The real estate subject to this agreement ("the real estate") is part of the parcel of land legally described on Exhibit "A", and depicted on the plat identified as Exhibit "B". Exhibits "A" and "B" are attached hereto and incorporated as a part of this agreement by reference.

For and in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1.00 SET-BACK. The Owners shall establish a set-back area of 100 feet ("Set-Back Area") running along the boundary of the real estate, easterly from the intersection of Oakes Road and Sixteenth Street and continuing on that boundary to a point which lies approximately 1,450 feet south of the centerline of Sixteenth Street along a line identical to the centerline of Emmertsen Road extended to the south. It is understood that the 100 foot set-back area along Owners' boundary shall in the future be adjusted to include additional property that may be acquired by Owners so that the set-back area on Owners' property shall not exceed 100 feet at any given boundary point.

1.01 The 100 foot set-back area shall be restricted by designating the area to be devoted to spatial separation and visually screening of the industrial development from the non-industrial area to the north and east. The set-back area will be dedicated to the installation and maintenance of earth berms, fencing, surface water drainage swales, landscaped green space, including trees and shrubs, and other compatible developments, which shall be in accordance with plans to be submitted by the Owners to the City, in case of the City Department of City Development, and subject to the approval by the City Plan Commission. Such plans or modification to plans shall be submitted by the Owners to the City upon written request directed to the Owners by the City.

1.02 Upon submission of plans or modifications to plans and before approval is granted by the City, the Owner shall furnish

to the City a Performance Bond executed by it as surety, in an amount equal to the estimated cost of implementing the plan(s).

1.03 If the Owners fail to submit plans within six calendar months after request by the City as provided herein, the City shall at its option, be empowered to prepare plans which it shall submit to the Owners for implementation. If the Owners shall fail to implement the City's plans within four planting seasons (two calendar years), the City may implement the plans at Owners' expense. The Owners shall thereupon be liable under this agreement for the reasonable and necessary costs of implementing the City's plans, including the costs incurred by the City in plan preparation.

2.00. ACCESS. The parties further agree that vehicular access to the real estate from Sixteenth Street, Meadowlane Road, Sunset Street or Greenleaf Street shall be limited to automobile and small truck traffic, excepting, that in addition, Owners shall be permitted vehicular access to the real estate from said streets by all other types of vehicles which may from time to time be permitted by law or ordinance to travel on those streets. It is the intent of this provision that unless so permitted by law or ordinance, exterior access to the real estate for all heavy trucks or heavy equipment shall be restricted to points on Oakes Road and Twenty-First Street and Owners shall provide an internal roadway system for such heavy trucks and equipment within the real estate to serve its industrial users.

Notices under this agreement shall be sent to the following persons at the following addresses by United States mail, postage prepaid.

Owner: Land Reclamation, Ltd.
1777 Oakes Road
Racine, Wisconsin 53406

City: Director of City Development
730 Washington Avenue
Racine, Wisconsin 53403

All provisions of the City zoning ordinance, subdivision ordinance and other City ordinances not in conflict with this agreement shall be applicable to the development of said real estate.

This agreement shall be binding upon the parties hereto, together with their heirs, executors, successors, and assigns, and shall be considered to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, and their respective corporate seals to be hereonto affixed, attested to by their duly authorized officers, all as of the date first above written.

(Testimonium Page Follows)

ATTEST:

As to the signature of
Richard F. Meissner

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

As to the signature of
Glenn Oakes

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

ATTEST:

As to the signature of
Richard F. Meissner

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

As to the signature of
Glenn Oakes

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

ATTEST:

As to the signature of
N. Owen Davies

Joseph P. Boyle
Joseph P. Boyle

As to the signature of
Anthony J. Schiaffer

Diane I. Schacht
Diane I. Schacht

OWNERS:

LAND RECLAMATION, LTD.

By Richard F. Meissner
Official Capacity
Richard F. Meissner, Executive Vice President
Countersigned:

By Glenn Oakes
Glenn Oakes, President

(SEAL)

SEKAO, INC.,

By Richard F. Meissner
Official Capacity
Richard F. Meissner, Treasurer

Countersigned:

By Glenn Oakes
Glenn Oakes, President

CITY OF RACINE

By N. Owen Davies
N. Owen Davies, Mayor

By Anthony J. Schiaffer
Anthony J. Schiaffer
City Clerk

(Seal)

Signatures of N. OWEN DAVIES, Mayor, and ANTHONY J. SCHLAFFER, City Clerk,
authenticated this 12th day of November, 1987.



Joseph E. Boyle

Title: Member State Bar of Wisconsin

Signatures of GLENN OAKES and RICHARD F. MEISSNER, authenticated
this 19th day of November, A.D., 1987.



Joseph J. Muratore, Sr.

Title: Member State Bar of Wisconsin

Nov. 12, 1987
LAND USE AGREEMENT
Exhibit "A"

That part of the Southeast $\frac{1}{4}$ of Section 14, the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 23, and the Southwest $\frac{1}{4}$ of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87°40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45'43"E 487.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S15°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence S01°33'25"E 1194.54 feet parallel to the North-South $\frac{1}{4}$ line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West $\frac{1}{4}$ line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

Exhibit "A", Page 2.

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10'03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01°45'14"E 33.01 feet; thence S89°29'55"W 749.08 feet; thence N01°38'03"W 798.39 feet to the East-West $\frac{1}{2}$ line of said Section 23; thence S89°05'04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South $\frac{1}{2}$ line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South $\frac{1}{2}$ line to the Southerly line of said Railroad right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence N01°36'45"W 16.62 feet along said right of way; thence S81°38'51"W 1327.69 feet along said right of way to the West line of said Section 23; run thence N01°29'21"W 467.61 feet along said West line of said Section 23 to the West $\frac{1}{2}$ corner of said Section 23; thence N01°39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-first Street.

Nov. 12, 1987
Land Use Agreement
Exhibit "B"

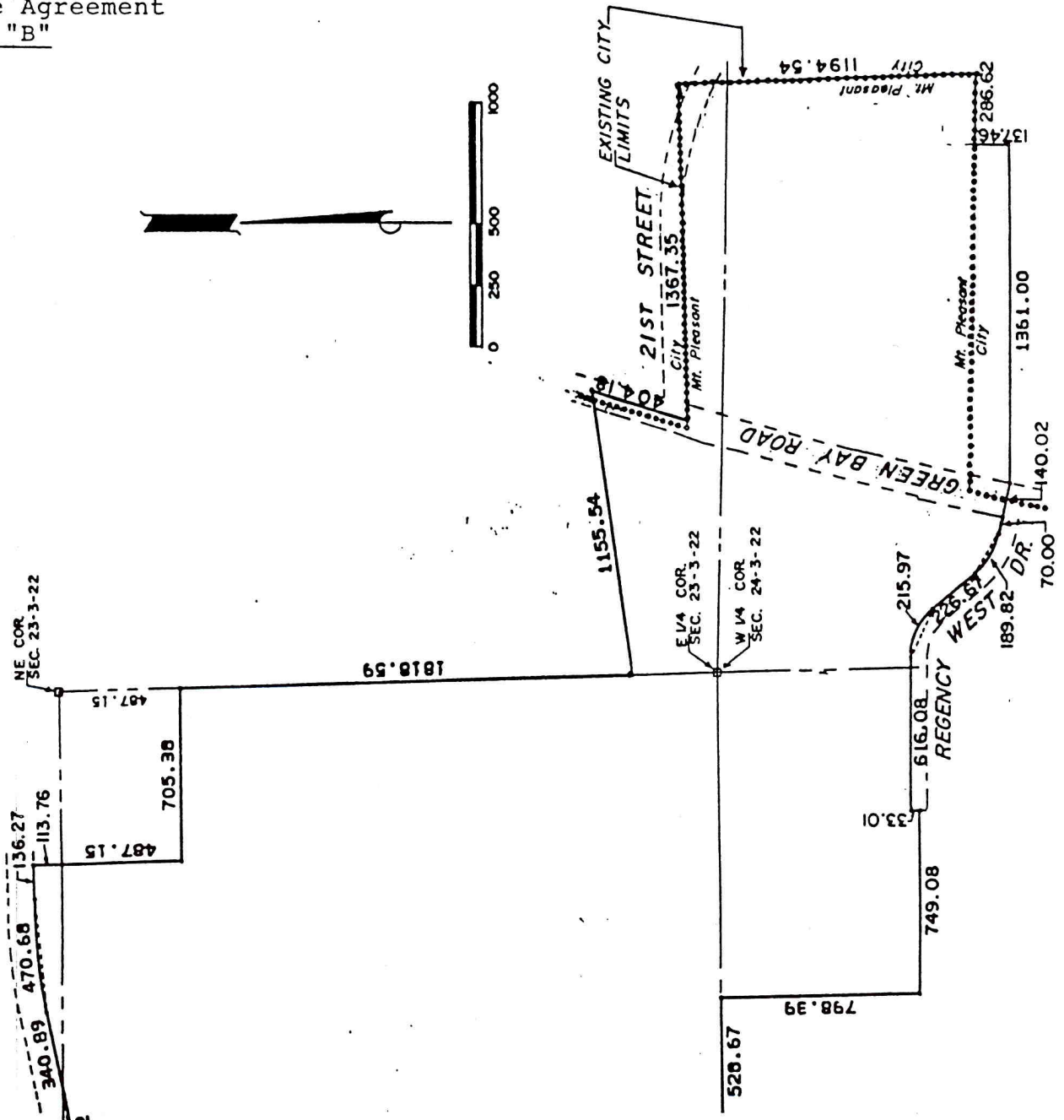


Exhibit "C"

Property Owners

Exhibit "C"
Property Owners

Parcel 1	Property Owners Address Tax Parcel Number	Christopher and Susann Spielmann 1643 Warwick Way 32214235000
Parcel 2	Property Owners Address Tax Parcel Number	Jerry Brueggman and Leona Hagen 1649 Warwick Way 32214234000
Parcel 3	Property Owners Address Tax Parcel Number	Daniel and Loretta Raasch 1701 Warwick Way 32214228000
Parcel 4	Property Owners Address Tax Parcel Number	Robert Dunk and Tammy Muto 1709 Warwick Way 32214233000
Parcel 5	Property Owner Address Tax Parcel Number	Donald Baker 1724 Warwick Way 32214276000
Parcel 6	Property Owners Address Tax Parcel Number	James and Barbara Lehman 1732 Warwick Way 32214280000
Parcel 7	Property Owner Address Tax Parcel Number	Allen Diefenback 1740 Warwick Way 322142740000
Parcel 8	Property Owners Address Tax Parcel Number	Robert and wife Mathieus 1716 Warwick Way 32214250000
Parcel 9	Property Owner Address Tax Parcel Number	Shirley Slechta 1708 Warwick Way 32214251000

Exhibit "C"
Property Owners

Parcel 10	Property Owner Address Tax Parcel Number	Cornell Person 1700 Warwick Way 32214252000
Parcel 11	Property Owners Address Tax Parcel Number	Joseph and Lynn Anderson 1648 Warwick Way 32214253000
Parcel 12	Property Owners Address Tax Parcel Number	Richard and Cheryl Fletcher 1644 Warwick Way 32214254000
Parcel 13	Property Owners Address Tax Parcel Number	William and Darlene McNeal 1638 Warwick Way 32214255000
Parcel 14	Property Owners Address Tax Parcel Number	Edward and Eileen Kirchner 1632 Warwick Way 32214256000
Parcel 15	Property Owner Address Tax Parcel Number	Mary Gram 1626 Warwick Way 32214257000
Parcel 16	Property Owners Address Tax Parcel Number	John and Patricia Kueny 1601 Warwick Way 32214242000
Parcel 17	Property Owners Address Tax Parcel Number	David and Barbara Witek 1609 Warwick Way 32214241000
Parcel 18	Property Owners Address Tax Parcel Number	Timothy and Denise Carey 1615 Warwick Way 32214240000
Parcel 19	Property Owner Address Tax Parcel Number	Stuart Brown 1621 Warwick Way 32214238000

Exhibit "C"
Property Owners

Parcel 20	Property Owners Address Tax Parcel Number	Donald and Julie Simon 1627 Warwick Way 32214238000
Parcel 21	Property Owners Address Tax Parcel Number	Tom and Barbara Williams 1633 Warwick Way 32214237000
Parcel 22	Property Owners Address Tax Parcel Number	Goran and Heather Radojevic 1639 Warwick Way 32214237000
Parcel 23	Property Owners Address Tax Parcel Number	Richard and Cheryle Brown 1731 Stoddard Circle 32214229001
Parcel 24	Property Owners Address Tax Parcel Number	David and Valerie Duffeck 1727 Stoddard Circle 32214229002
Parcel 25	Property Owners Address Tax Parcel Number	Christopher and Mary Anderson 1721 Stoddard Circle 32214229003
Parcel 26	Property Owners Address Tax Parcel Number	Kenneth and Susan Beecher 1715 Stoddard Circle 32214229004
Parcel 27	Property Owners Address Tax Parcel Number	Ty and Marsha Chardukian 1701 Stoddard Lane 32214229006
Parcel 28	Property Owner Address Tax Parcel Number	Mattie Booker 1649 Stoddard Lane 32214229007
Parcel 29	Property Owners Address Tax Parcel Number	Christopher and Kathleen Wesmeyer 1643 Stoddard Lane 32214229008

Exhibit "C"
Property Owners

Parcel 30	Property Owners Address Tax Parcel Number	Charles and Marian Edman 1635 Stoddard Lane 32214229009
Parcel 31	Property Owner Address Tax Parcel Number	James Kimes 1630 Stoddard Lane 32214229019
Parcel 32	Property Owners Address Tax Parcel Number	Andrew and Katherine Simanek 1634 Stoddard Lane 32214229017
Parcel 33	Property Owners Address Tax Parcel Number	Simon and Michelle Leon 1642 Stoddard Lane 32214229015
Parcel 34	Property Owners Address Tax Parcel Number	Terry and Marlene Ernst 1742 Weise Lane 32214278000
Parcel 35	Property Owners Address Tax Parcel Number	Charles and Patricia Mosley 1738 Weise Lane 32214279000
Parcel 36	Property Owners Address Tax Parcel Number	Craig and Barbara Hetzel 1732 Weise Lane 32214280000
Parcel 37	Property Owners Address Tax Parcel Number	Darren and Kathleen Dunk 1726 Weise Lane 32214281000
Parcel 38	Property Owner Address Tax Parcel Number	Henry Trudrung 1748 Weise Lane 32214277000
Parcel 39	Property Owners Address Tax Parcel Number	Milton and Martha Parker 1721 Weise Lane 32214273000

Exhibit "C"
Property Owners

Parcel 40	Property Owners Address Tax Parcel Number	Russell and Nancy Sorg 1715 Weise Lane 32214272000
Parcel 41	Property Owner Address Tax Parcel Number	Katherine Miller 1709 Weise Lane 32214271000
Parcel 42	Property Owners Address Tax Parcel Number	Deward and Judith Clark 1655 Weise Lane 32214268000
Parcel 43	Property Owners Address Tax Parcel Number	Deward and Judith Clark 1655 Weise 32214269000
Parcel 44	Property Owners Address Tax Parcel Number	Marc and Jeanne Micklas 1648 Kuiper 32214249000
Parcel 45	Property Owner Address Tax Parcel Number	Rosalynne Brown 1640 Kuiper 32214248000
Parcel 46	Property Owners Address Tax Parcel Number	Daniel and Julie Sullivan 1632 Kuiper 32214247000
Parcel 47	Property Owners Address Tax Parcel Number	David and Mary Frick 1624 Kuiper 32214246000
Parcel 48	Property Owners Address Tax Parcel Number	John and Debra Lipari 1616 Kuiper 32214245000
Parcel 49	Property Owners Address Tax Parcel Number	Jon and Victoria Flora 1608 Kuiper 32214244000

Exhibit "C"
Property Owners

Parcel 50	Property Owners Address Tax Parcel Number	Sherman and Karen Melik 1647 Kuiper 32214227000
Parcel 51	Property Owners Address Tax Parcel Number	Michael and Judy Obuchowski 1631 Kuiper 32214224000
Parcel 52	Property Owners Address Tax Parcel Number	John and Jan Dumas 1627 Kuiper 32214223000
Parcel 53	Property Owners Address Tax Parcel Number	James and Louise Loendorf 1623 Kuiper 32214222000
Parcel 54	Property Owners Address Tax Parcel Number	Thomas and Fern Richardson 1619 Kuiper 32214221000
Parcel 55	Property Owners Address Tax Parcel Number	Richard and Rochelle Christensen 1615 Kuiper 32214220000
Parcel 56	Property Owner Address Tax Parcel Number	David Hochhalter 1609 Kuiper 32214219000
Parcel 57	Property Owners Address Tax Parcel Number	Richard and Nancy Moresco 1510 Prairie 32214243000
Parcel 58	Property Owners Address Tax Parcel Number	Randolph and Lori Larson 1520 Prairie 32214217000

Exhibit "C"
Property Owners

Parcel 59	Property Owner Address Tax Parcel Number	Larry Booker 1530 Prairie 32214216000
Parcel 60	Property Owners Address Tax Parcel Number	Kenneth and Virginia Pauls 1534 Prairie 32214215000
Parcel 61	Property Owners Address Tax Parcel Number	John and Barbara Waltermann 1538 Prairie 32214214000
Parcel 62	Property Owners Address Tax Parcel Number	Richard and Mary Ehmcke 1542 Prairie 32214213000
Parcel 63	Property Owner Address Tax Parcel Number	Daniel Larsen 1546 Prairie 32214212000
Parcel 64	Property Owners Address Tax Parcel Number	Mark and Faya Purdy 1549 Prairie 32214211000
Parcel 65	Property Owner Address Tax Parcel Number	Joan Atkinson 1545 Prairie 32214210000
Parcel 66	Property Owner Address Tax Parcel Number	Diane Little 1542 Prairie 32214209000
Parcel 67	Property Owner Address Tax Parcel Number	David Christensen 1537 Prairie 32214207000
Parcel 68	Property Owners Address Tax Parcel Number	Dean and Mark Barker 1533 Prairie 32214206000

Exhibit "C"
Property Owners

Parcel 69	Property Owners	Donald and Terri Urick
	Address	1531 Prairie
	Tax Parcel Number	32214205000
Parcel 70	Property Owners	Kenneth and Teresa
	Address	1525 Prairie
	Tax Parcel Number	32214204000
Parcel 71	Property Owners	Meryln and Barbara Brahm
	Address	1519 Prairie
	Tax Parcel Number	32214202000
Parcel 72	Property Owners	Jeffery and Rosemary Thomas
	Address	1515 Prairie
	Tax Parcel Number	32214201000
Parcel 73	Property Owners	Gordon and Cheryl Johnston
	Address	1505 Prairie
	Tax Parcel Number	32214198000
Parcel 74	Property Owners	Terrance and Betty Nowak
	Address	1503 Prairie
	Tax Parcel Number	32214197000
Parcel 75	Property Owners	Melvin and Bonita Talbert
	Address	1502 Oxford
	Tax Parcel Number	32214194000
Parcel 76	Property Owners	Raymond and Loretta Wolf
	Address	1504 Oxford
	Tax Parcel Number	32214193000
Parcel 77	Property Owner	Ronald Scheckler
	Address	1512 Oxford
	Tax Parcel Number	32214192000

Exhibit "C"
Property Owners

Parcel 78	Property Owners Address Tax Parcel Number	Michael and Faye Furuglyas 1516 Oxford 32214191000
Parcel 79	Property Owners Address Tax Parcel Number	Armando and Elizabeth Valdez, Jr. 1528 Oxford 32214183000
Parcel 80	Property Owners Address Tax Parcel Number	Marvin and Tracey Sabo 1530 Oxford 32214182000
Parcel 81	Property Owners Address Tax Parcel Number	Edward and Robin Nabbefeld 1534 Oxford 32214181000
Parcel 82	Property Owners Address Tax Parcel Number	Lester and Pamela Kickhaver 1548 Oxford 32214171000
Parcel 83	Property Owners Address Tax Parcel Number	Prentiss and Ozetta Kirby 1500 Oxford 32214195000
Parcel 84	Property Owner Address Tax Parcel Number	Charles Meisner 6832 Carlin 32214190000
Parcel 85	Property Owners Address Tax Parcel Number	Harold and Shirley Huizinga 6835 Carlin 32214194000
Parcel 86	Property Owners Address Tax Parcel Number	Douglas and Kristy Farley 6840 Carlin 32214188000
Parcel 87	Property Owners Address Tax Parcel Number	Thomas and Suzanne Bergemann 6848 Carlin 32214187000

Exhibit "C"
Property Owners

Parcel 88	Property Owners Address Tax Parcel Number	Jon and Yvette Petri 6835 Carlin 32214186000
Parcel 89	Property Owners Address Tax Parcel Number	George and Margaret Smerz 6820 Griffin 32214180000
Parcel 90	Property Owners Address Tax Parcel Number	Larry and Sylvia Hultman 6828 Griffin 32214179000
Parcel 91	Property Owners Address Tax Parcel Number	Albert and Susan Hadady 6832 Griffin 32214178000
Parcel 92	Property Owners Address Tax Parcel Number	Leon and Patricia Staszewski 6836 Griffin 32214177000
Parcel 93	Property Owner Address Tax Parcel Number	Craig Zuelke 6840 Griffin 32214176000
Parcel 94	Property Owners Address Tax Parcel Number	Craig and Julie Small 6844 Griffin 32214175000
Parcel 95	Property Owners Address Tax Parcel Number	George and Zettie Nicks 6848 Griffin 32214174000
Parcel 96	Property Owners Address Tax Parcel Number	Antonio and Thelma Selbera 6829 Griffin 32214173000
Parcel 97	Property Owners Address Tax Parcel Number	Bruce and Julie Czajkowski 6825 Griffin 32214172000

Exhibit "C"
Property Owners

Parcel 98	Property Owner Address Tax Parcel Number	Shirley Miller 6733 Brooks 32214318000
Parcel 99	Property Owners Address Tax Parcel Number	Gary and Mary Bartels 6730 Brooks 32214321000
Parcel 100	Property Owners Address Tax Parcel Number	David and Joellen Kozenski 6740 Brooks 32214322000
Parcel 101	Property Owners Address Tax Parcel Number	David and Kristine Ricchio 6725 Nichols 32214324000
Parcel 102	Property Owners Address Tax Parcel Number	Gary and Patricia Ison/Mildred Ison 6719-17 Nichols 32214325000
Parcel 103	Property Owner Address Tax Parcel Number	Daniel Williams 6720 Nichols 32214326000
Parcel 104	Property Owners Address Tax Parcel Number	Daniel and Kim Drasen 6724 Nichols 32214327000
Parcel 105	Property Owner Address Tax Parcel Number	Linda Whitney 6734 Nichols 32214328000
Parcel 106	Property Owners Address Tax Parcel Number	Bruce and Susan Borremans 1501 Margrave 32214332000
Parcel 107	Property Owners Address Tax Parcel Number	Richard and Nancy Ceck 1517 Margrave 32214329000

Exhibit "C"
Property Owners

Parcel 108	Property Owner Address Tax Parcel Number	Kathleen Leroux 1505 Margrave 32214331000
Parcel 109	Property Owners Address Tax Parcel Number	Mark and Teresa Frazer 1449 Margrave 32214333000
Parcel 110	Property Owners Address Tax Parcel Number	William and Kathleen Hartwick, Jr. 1445 Margrave 32214334000
Parcel 111	Property Owner Address Tax Parcel Number	David Sutton 1435 Margrave 32214335000
Parcel 112	Property Owner Address Tax Parcel Number	David Sutton 1435 Margrave 32214336000
Parcel 113	Property Owners Address Tax Parcel Number	Thomas and Karen Hirsch 1442 Margrave 32214340000
Parcel 114	Property Owners Address Tax Parcel Number	Authur and Catherine Hicks 1513 Margrave 32214343000
Parcel 115	Property Owners Address Tax Parcel Number	Stephen and wife West 1428 Meadowlane 32214163000
Parcel 116	Property Owner Address Tax Parcel Number	Donald Pahl 1438 Meadowlane 32214169000
Parcel 117	Property Owners Address	Robert and Jean Smith 1450 Meadow

Exhibit "C"
Property Owners

Parcel 118	Property Owner Address Tax Parcel Number	Richard Meekma 1458 Meadowlane 32214156000
Parcel 119	Property Owner Address Tax Parcel Number	Katherine May Griffin 1502 Meadowlane 32214146000
Parcel 120	Property Owners Address Tax Parcel Number	Charles and Rosemarie Domanico 1511 Meadowlane 32214150040
Parcel 121	Property Owner Address Tax Parcel Number	Charles Domanico 1501 Meadowlane 32214154000
Parcel 122	Property Owners Address Tax Parcel Number	Kevin and Jeanine Pruess 1512 Meadowlane 32214164000
Parcel 123	Property Owners Address Tax Parcel Number	Harold and Janet Goff 1524 Meadowlane 32214162000
Parcel 124	Property Owners Address Tax Parcel Number	Jack Eisel Sr. and Karen Eisel 1532 Meadowlane 32214155000
Parcel 125	Property Owner Address Tax Parcel Number	Gerald Brown 1542 Meadowlane 32214160001
Parcel 126	Property Owners Address Tax Parcel Number	Eugene Modesti and wife 1531 Meadowlane 32214149000
Parcel 127	Property Owners Address Tax Parcel Number	Kenneth and Debra Klopstein 1616 Meadowlane 32214167000

Exhibit "C"
Property Owners

Parcel 128	Property Owners Address Tax Parcel Number	Alan and Anita Oakes 1636 Meadowlane 32223013000
Parcel 129	Property Owners Address Tax Parcel Number	Joseph and Ilona Kriston 1638 Meadowlane 32223006000
Parcel 130	Property Owners Address Tax Parcel Number	Donald and Jean Burke 1640 Meadowlane 32223007000
Parcel 131	Property Owners Address Tax Parcel Number	James and Wife Kairis 1650 Meadowlane 32223003000
Parcel 132	Property Owners Address Tax Parcel Number	Arnie and Eileen Arnold 1649 Meadowlane 32223014000
Parcel 133	Property Owners Address Tax Parcel Number	Tim and Tricia Randelzhofer 1639 Meadowlane 32223012000
Parcel 134	Property Owners Address Tax Parcel Number	Kenneth and Kathy Waters 1635 Meadowlane 32223015000
Parcel 135	Property Owner Address Tax Parcel Number	Jerome Kronenberg 1631 Meadowlane 32223010000
Parcel 136	Property Owner Address Tax Parcel Number	Joseph and Irma Kurali 1623 Meadowlane 32223011000

Exhibit "C"
Property Owners

Parcel 137	Property Owner Address Tax Parcel Number	Ivan and Delores Thorsen 1615 Meadowlane 32214168000
Parcel 138	Property Owner Address Tax Parcel Number	Frederick and Margareta Spencer 6100 Sunset 32224070000
Parcel 139	Property Owner Address Tax Parcel Number	John and Barbara Anderson 1822 Grandview 32224070000
Parcel 140	Property Owner Address Tax Parcel Number	George and Wife Perdikaris 6108 Greenleaf 32224072000
Parcel 141	Property Owner Address Tax Parcel Number	George and Wife Perdikaris 6108 Greenleaf 32224073000
Parcel 142	Property Owner Address Tax Parcel Number	George and Wife Perdikaris 6108 Greenleaf 32224074000
Parcel 143	Property Owner Address Tax Parcel Number	George and Wife Perdikaris 6108 Greenleaf 32224075000
Parcel 144	Property Owner Address Tax Parcel Number	George and Wife Perdikaris 6108 Greenleaf 32224076000
Parcel 145	Property Owner Address Tax Parcel Number	George and Wife Perdikaris 6108 Greenleaf 32224077000
Parcel 146	Property Owner Address Tax Parcel Number	Marcia Pfof 6111 Greenleaf 32224079000

Exhibit "C"
Property Owners

Parcel 147	Property Owner	Thomas and Lisa Just
	Address	6117 Greenleaf
	Tax Parcel Number	32224080000
Parcel 148	Property Owner	Thomas and Lisa Just
	Address	6117 Greenleaf
	Tax Parcel Number	32224081000
Parcel 149	Property Owner	Thomas and Lisa Just
	Address	6117 Greenleaf
	Tax Parcel Number	32224082000

7/11/94

Exhibit "D"

PROPERTY PROTECTION AGREEMENT

This Agreement made and entered into on this _____ day of _____, 199__, by and between Land Reclamation Company, an Illinois Partnership, having its principal office at 1989 Oakes Road, Racine, Wisconsin 53406 ("LRC"), and _____, residing at _____ ("Property Owners").

RECITALS

WHEREAS, Property Owners own Property in proximity to LRC's landfill Expansion in the City of Racine, Wisconsin; and Property Owners Property has the following legal description:

(Insert Legal Description)

(the "Property"); and

WHEREAS, LRC has applied to the Wisconsin Department of Natural Resources ("DNR") for approval of an Expansion of its solid waste disposal facility located within the City of Racine, Racine County, Wisconsin ("Expansion") as described in the Feasibility Report on file with the DNR, as modified from time to time; and

WHEREAS, certain individuals have advised the Waste Facility Siting Committee ("WFSC") consisting of members appointed by the City of Racine, Town of Mt. Pleasant and Racine County, Wisconsin pursuant to Wisconsin Statutes Section 144.445, that they have a concern about the

preservation of property values of real property located in the proximity of the Expansion; and

WHEREAS, the parties to this Agreement desire to address any said concerns regarding Property Owners Property.

Now, therefore, in consideration of the premises and the respective agreements hereinafter contained, the parties hereto agree as follows:

1. Effective Date of Agreement. This Agreement, when signed, shall become effective and binding on LRC only upon the occurrence of all of the following events:

a. Execution of a written agreement ("Siting Agreement") negotiated by and between the WFSC and LRC, and approval of the Siting Agreement by the appropriate governing body pursuant to Wis. Stats. §144.445(9)(j) and (k).

b. The issuance by the Wisconsin Department of Natural Resources ("DNR") of a license to LRC for the Expansion described in LRC's Feasibility Report, such Expansion having been the subject of the negotiations between LRC and the WFSC.

c. The issuance by the DNR of an approval of LRC's Plan of Operation of the Expansion and the granting to LRC of the immediate right to operate the Expansion pursuant to the Plan of Operation approval and all other approvals and licenses granted to it.

d. The issuance of all other necessary licenses, approvals, permits, etc. if any, as may be required in order

to establish and operate the Expansion pursuant to the Siting Agreement.

If all of the events described in Section 1. a. through d. of this Agreement occur, then his Agreement shall remain binding upon the parties until LRC's obligations are terminated pursuant to the provisions set forth in Section 10 below. If all of the events described in Section 1. a. through d. of this Agreement do not occur this Agreement shall not become effective and binding upon LRC and LRC shall have no obligations hereunder.

2. Consent to Expansion. Upon their execution of this Agreement, Property Owners agree to retract their requests, if any, heretofore made for a contested case hearing on LRC's Feasibility Report currently on file, and further agree to a dismissal of all actions, pending litigation, petitions, hearings, judicial and administrative reviews, if any, in connection with the Expansion.

Property Owners further agree not to commence or undertake any action, litigation, petition, request for hearing, judicial or administrative review of proceedings with regard to attempts by LRC to obtain all required licenses, approvals, permits, etc., necessary for the establishment or operation of the Expansion.

The foregoing agreements by Property Owners contained in this Section 2 shall commence upon execution of this Agreement and shall continue for the entire term of this Agreement and shall survive the termination of this Agreement

and shall continue after Property Owners have received compensation pursuant to the terms of this Agreement.

In the event the Property Owners engage in any of the activities prohibited above, LRC shall not have any further obligations to Property Owners under this Agreement.

3. LRC's Guarantee. Subject to the conditions and in accordance with the procedures set forth herein, at the Property Owners option, LRC shall either perform one or the other but not both of the following options:

a. Option No. 1 Guarantee of Sale. ("Option No. 1") If Property Owners elect this Option, LRC shall purchase the Property from the Property Owners if all of the events described in Section 1. a. through d. of this Agreement occur and during the term of this Agreement the Property Owners are unable, after following the procedure set forth herein, to sell the Property for at least the Guaranteed Price (as that term is defined in this Agreement). Alternatively, LRC shall pay the Property Owners, subject to the conditions set forth herein, the difference between the selling price approved by LRC and said Guaranteed Price. The payment of the difference shall be paid to the Property Owners in cash after the Property is sold to a third party who has agreed to pay the selling price.

b. Option No. 2 Cash Lump Sum Payment. ("Option No. 2") Under this Option, if all of the events described in Section 1. a. through d. of this Agreement occur, and the Property Owners elect to exercise this Option, LRC shall pay

the Property Owners a cash lump sum in the amount of \$1,000.00. If the Property Owners elect to exercise this Option they shall give LRC written notice, of their intent to do so within 120 days after occurrence of all of the events described in Section 1. a. through d. of this Agreement. The foregoing lump sum of \$1,000.00 shall be paid by LRC to the electing Property Owners in cash within thirty (30) days after receipt by LRC of said written notice.

Property Owners shall choose either of the options set forth above. The exercise of one of said options shall be irrevocable and shall be the Property Owners' exclusive right to receive compensation pursuant to this Agreement. Upon receiving compensation pursuant to the exercise of one of said options, all of the other obligations of LRC under this Agreement shall cease. The Property Owners must provide written notice by certified mail to LRC of their intent to exercise either Option No. 1 - Guarantee of Sale or Option No. 2 - Cash Lump Sum Payment.

4. Determination of "Guaranteed Price". In the event the Property Owners wish to exercise the Guarantee of Sale option set forth in Section 3.a. (Option No. 1), the Property Owners and LRC shall, during the thirty (30) days following receipt by LRC of the Property Owners' written notice of their intent to exercise Option No. 1, attempt to agree upon the value of the Property. If mutual agreement is reached within said ten (10) days, the agreed value shall, for the purposes of this Agreement, be known as the "Guaranteed

Price" and the Property Owners shall attempt to sell their Property in either of the two ways described in Section 5 at an asking price equal to or greater than the Guaranteed Price.

If the parties are unable to agree on the value of the Property during said ten (10) day period, then the Property Owners shall hire, at their sole expense, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property as follows:

- a. Assume that no expansion of landfilling activities are or will be undertaken at the LRC landfill site;
- b. Any comparables selected by the appraiser shall be located at a sufficient distance away from the landfill so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the landfill;
- c. The use of the Property on January 1, 1990, shall be conclusively deemed by the appraiser to be the highest and best use of the Property; irrespective of the zoning classification of the Property;
- d. A full written narrative appraisal shall be prepared;
- e. The appraisal shall be prepared in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which are specifically preempted by these instructions; and

f. The appraiser shall describe the condition of the Property at the time of the appraisal, both interior and exterior, in writing in his appraisal.

The appraiser shall provide a copy of the written appraisal report to LRC and the Property Owners immediately upon its completion. If LRC accepts the appraised value, then the appraised value shall be the Guaranteed Price and the Property Owners shall then attempt to sell their Property in either of the two methods described in Section 5 at an asking price equal to or greater than the Guaranteed Price.

If LRC does not accept the appraised value as the value of the Property it shall retain, at its own expense within seven (7) days after receipt of Property Owners' appraisal report, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property, in accordance with instructions a-f above, and provide a written report thereof within thirty (30) days of such retention. The appraiser shall provide a copy of the written appraisal report to LRC and the Property Owners immediately upon its completion. The arithmetic average of the two appraised values shall be the Guaranteed Price. The Property Owners shall then attempt to sell their Property in either of the two methods described in Section 5, at an asking price equal to or greater than the Guaranteed Price.

Notwithstanding the foregoing, if either the Property Owners or LRC does not accept the arithmetic average of the appraised values of the two appraisers as the value of the

Property, then the non-accepting party or parties may, within seven (7) days of receipt of the written appraisal report from the appraiser selected by LRC, instruct the two previously selected appraisers to choose and promptly retain a third qualified professional appraiser to determine the fair market value of the Property in accordance with the instructions set forth in Sections a-f above, and to provide a copy of the written appraisal report to both parties within thirty (30) days of such retention. The arithmetic average of the three appraisals shall be the Guaranteed Price. The Property Owners shall attempt to sell their Property using either of the two methods described in Section 5, at an asking price equal to or greater than the Guaranteed Price. LRC and Property Owners shall each pay one-half (1/2) of the appraisal fee for the third appraiser.

For the purpose of this section, "qualified professional appraiser" shall mean a person who is: (1) not related to the Property Owners or employees of LRC, (2) licensed as an appraiser by the State of Wisconsin, and (3) is a member of at least one national appraisal association.

5. Sale Procedure. In the event that the Property Owners wish to sell the Property and exercise the Guarantee set forth in Section 3.a. (Option No. 1), they shall notify LRC of the same in writing by certified mail. Thereafter said Property Owners shall make a good-faith effort to sell the Property for a cumulative period of two hundred and seventy (270) days. This good faith effort to sell can be made in

either of the following two methods or in any combination thereof: (1) the Property Owners may advertise and attempt to sell their Property without the employment of a real estate broker, or (2) they may enter into a residential listing contract with a licensed real estate broker. Both LRC and the Property Owners shall act in good faith concerning the sale of the Property at a price at least equal to the Guaranteed Price whether or not a broker is utilized to sell the Property. Property Owners shall not receive any compensation or payment from LRC pursuant to this Agreement if the Property is sold to a relative, by blood or marriage, of Property Owner.

If the Property Owners elect for all or any portion of the 270 day period to attempt to sell their Property themselves, they shall place a "For Sale" sign on the Property and shall advertise, at the Property Owners sole expense, the Property for sale in the classified section of the Racine Journal Times not less than once per week during the entire cumulative 270 day period that they are attempting to sell the Property themselves. LRC may, at its sole expense, supplement this advertising and undertake attempts to find a purchaser for said Property during this period.

Alternatively, if the Property Owners elect to use a broker, they shall give LRC seven (7) days written notice by certified mail of the broker whom they wish to retain before signing a listing contract with the broker. The broker shall

be (1) licensed as a broker in Wisconsin; (2) unrelated to the Property Owners, (3) a member of the Board of Realtors Multiple Listing Exchange for Racine County, and (4) obligated to use his or her reasonable best efforts to market the Property. Any objection or claim by LRC that the broker does not satisfy the above four criteria shall be waived unless LRC, within 7 days of receipt of said written notice from Property Owners, provides its written specification of which of said four requirements the broker does not satisfy.

Said listing contract or contracts shall extend for all of that portion of the cumulative period of 270 days that the Property Owners elect not to attempt to sell the Property themselves and shall specifically provide: (1) that the broker(s) shall list the Property in the multiple listing exchange for Racine County and shall agree to keep the Property so listed until the occurrence of either the sale of the Property or the expiration of the listing contract, and, (2) that the broker shall not be entitled to any commission or other payments whether for broker's costs or otherwise in the event LRC purchases the Property or makes any other payments to Property Owners pursuant to Section 6 or Section 7 of this Agreement at any time during the duration of the listing contract or after the expiration of the listing contract, and, furthermore, that no broker shall be entitled to a commission on any amount paid by LRC pursuant to this Agreement. The Property Owners shall cooperate with the broker(s) in obtaining a purchaser pursuant to the terms as

set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the terms of the listing agreement. Property Owners shall act in good faith concerning any attempt to obtain the fair market value of the Property. No provision hereunder shall be construed to grant LRC any option to purchase or right of first refusal as against any potential third party purchaser during the term of any said listing contract(s).

6. Offers to Purchase. Property Owners agree to provide LRC with a copy of every Offer to Purchase which they receive for their Property and agree not to accept any Offer until LRC has given its approval; notwithstanding the foregoing, the Property Owners shall not be required to obtain such approval if the purchase price in the Offer equals or exceeds the Guaranteed Price. LRC may not withhold its approval for any reason other than the price. LRC may approve of an Offer to Purchase at a price below the Guaranteed Price. In such event, LRC shall pay the Property Owners the difference, if any, in cash between the selling price set forth in the Offer to Purchase and the Guaranteed Price. LRC may request that the price set forth in the Offer to Purchase, if less than the Guaranteed Price, be countered as to price, and in the event that the potential buyers accept the Counter Offer, LRC shall pay the Property Owners the difference, in cash, between the selling price set forth in the Counter Offer and the Guaranteed Price. Any such

payment pursuant to this paragraph shall be made by LRC to the Property Owners within fifteen (15) days after Property Owners provide to LRC copies of all closing documents from the sale, including proof that the transfer of the Property has taken place. The providing of said closing documents to LRC by Property Owners is a condition to such payment.

7. Guaranteed Purchase After 270 Days. If the Property Owners have attempted to sell their Property under either of the methods provided in Section 5 for a cumulative period of at least 270 days, then the Property owners may request, in writing, that LRC purchase their Property. However, LRC shall have no obligation to purchase the Property until at least 270 days after the issuance by the DNR of a license to LRC for the Expansion and the issuance of all necessary licenses, approvals, permits, etc. as may be required to establish and operate the Expansion.

It is the intention of LRC to avoid unusual market activity in the area surrounding the Expansion or of the properties listed in Exhibit D prior to the licensing of the Expansion, and the Property Owners agree that any attempts which they make to sell their Property prior to the time that LRC receives the required licenses, permits and approvals for the Expansion, will not be considered in meeting the requirement for sales attempts for 270 cumulative days. LRC will notify the Property Owners in writing of the date when it has received the required licenses, permits and approvals for the Expansion.

At the time Property Owners request in writing that LRC purchase their Property, Property Owners shall also provide proof of advertising of the Property for sale or a copy of the listing contract(s) and an affidavit of their good-faith attempts to sell said Property. Provided the Property Owners have complied with the foregoing procedures set forth in Sections 3 through 7 above, LRC shall purchase the Property at the Guaranteed Price, subject to the conditions set forth below.

Within fifteen (15) days after providing such proof of advertising, copies of the listing contract(s) and the affidavit, Property Owners shall provide LRC with a commitment from a title insurance company licensed in Wisconsin to issue title insurance to be issued in the name of LRC in the amount of the Guaranteed Price. After receipt of such commitment, LRC shall have thirty (30) days to notify the Property Owners of any defects in title which make the same unmerchantable. Any such defects shall be cured at the expense of the Property Owners. If any defect cannot be cured and LRC is unwilling to waive the same, then LRC shall have no obligation to purchase the Property.

In the event that the Property Owners have merchantable title, the closing shall occur within sixty (60) days after the Property Owners provide such title or within sixty (60) days after the Property Owners cure any defects in the title to make it merchantable. The Property Owners shall convey the Property to LRC by good and sufficient Warranty Deed, free

and clear of all liens and encumbrances, except municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants. Property Owners shall warrant and represent at closing that they have neither notice nor knowledge of any:

a. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property.

b. Government agency or court order requiring repair, alteration or correction of any existing condition.

c. Underground storage tanks or any structural, mechanical or other defects of material significance affecting the Property, including but not limited to inadequacy for normal residential use of mechanical systems, waste disposal systems and well, unsafe well water according to state standards, and the presence of any dangerous or toxic materials or conditions affecting the Property; all except for any materials or conditions which are caused by LRC.

d. Wetland or shoreland regulations affecting the Property.

Further, the Property Owners shall pay at closing all conveyancing costs typically paid by a seller, including but not limited to: title insurance premium, real estate transfer tax and recording fees. The Property Owners shall also execute, at closing, a standard affidavit as to liens and possession and shall provide lien waivers for work or

improvements performed on the Property within six (6) months prior to closing. Real estate taxes for the year of closing shall be prorated to the date of closing based upon the real estate taxes assessed and levied for the prior year and if the Property is a part of a larger tax parcel, then the tax proration shall be based upon the taxes for the improvements on the Property, plus the percentage of taxes which approximates the percentage of land comprising the Property compared to the total land and improvements included in the tax parcel. The Property Owners shall be responsible for and shall pay for all utilities through the date of closing. Possession and physical occupancy of the premises shall be given to LRC at closing. Prior to closing, the Property Owners shall give LRC, or its agent, the right to inspect the Property for the purpose of determining the existence of any damage to the premises which may have occurred between the date of the first appraisal and the date of closing. The Property Owners shall be responsible for all damage in excess of normal wear and tear and any claim for such damage shall be presented to the Property Owners prior to closing; or such claim shall be waived. Property Owners shall repair such damage prior to closing or the reasonable cost of such repair shall either be deducted from the Guaranteed Price, or, at Property Owners' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefore or the cost thereof.

10. Termination of LRC's Obligations. This Agreement shall terminate and LRC shall have no further obligations under this Agreement on the date that waste is no longer being disposed of at the Expansion. Notwithstanding such termination of this Agreement, LRC shall serve written notice (in the same manner as required under Chapter 801 of the Wisconsin Statutes, as amended) upon the Property Owners informing them of the date of termination of this Agreement.

After the day the Property Owners receive such notice, if Property Owners have not yet done so, they shall have 120 days to give notice to LRC of their decision to sell the Property and exercise Option No. 1 - Guarantee of Sale, contained in Section 3. a. of this Agreement. If such notice is given by Property Owners to LRC within the 120 day time limit, the terms of this Agreement shall remain in full force and effect and the Property Owners are hereby granted the time necessary to utilize the procedures of this Agreement. Specifically, if such notice is given, the Property Owners are granted the time necessary to comply with the 270 day time period set forth in Section 5 in order to receive the benefit of the election of Option No. 1 - Guarantee of Sale.

If Property Owners have given LRC proper notice under this Agreement of their election of Option No. 1 - Guarantee of Sale, prior to the termination date of this Agreement, Property Owners shall have the time necessary to comply with the 270 day sale period set forth in Section 5 in order to receive the benefit of such election.

For the purpose of this Agreement "waste is no longer being disposed of at the Expansion" shall occur at the earliest of the following dates: (1) the date disposal of waste at the Expansion has been permanently terminated as the result of an order, judgment or decree issued by a federal, state or local agency, court or unit of government having jurisdiction under any applicable code, statute, law or ordinance; (2) the date any agency having jurisdiction over the Expansion site fails to issue or revokes any license, permit, or approval needed by LRC to operate or continue to operate the Expansion; (3) the date the Expansion has reached its design capacity approved by the DNR in the original Plan of Operation for the Expansion, or as may be modified during the life of the Expansion; or (4) the date LRC voluntarily elects to permanently cease disposing of waste at the Expansion despite the fact that there is remaining capacity.

11. Assignment or Transfer. Neither this Agreement nor the rights under it may be assigned, conveyed or otherwise transferred by any of the Property Owners. The Options given by LRC to guarantee the value of the Property and to purchase the Property (Option No. 1) or to pay a cash lump sum (Option No. 2) are personal, and are not intended to run with the land and do not run with the land and successive owners of the Property shall have no benefits under this Agreement; however, said Agreement shall inure to the benefit of the Property Owners, jointly and severally, and may be transferred or assigned from one to the other, and inures to

the benefit of their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described above in Section 10. LRC may assign or transfer any interest or obligation in this Agreement without prior written consent of Property Owners, however in making such assignment or transfer, the assignee or transferee shall be bound by the terms of this Agreement. LRC agrees to give Property Owners written notice of the making of any such assignment or transfer.

12. It is expressly understood that the parties, by entering into this Agreement, do not waive any rights they may have at law or at equity except as expressly stated herein and that as to construction or enforcement of this obligation, the laws of the State of Wisconsin shall apply. In addition to any other remedies available, the parties to this Agreement shall be entitled to specific performance of this Agreement. The Court may award to the prevailing party its actual, reasonable attorney fees and costs of enforcement of this Agreement, if the Court determines that the position of the non-prevailing party was not substantially justified.

LAND RECLAMATION COMPANY

By _____

Title: _____

PROPERTY OWNERS:

7/11/94

Exhibit "E"
Transmittal Letter to Property Owners

TO: Property Owners of Parcels identified in Exhibit "C" of the Siting Agreement between Land Reclamation Company ("LRC") and the Waste Facility Siting Committee ("WFSC") upon which a home exists on the date of execution of said Siting Agreement or for which a building permit to construct a house has been issued on or before the date of execution of said Siting Agreement.

RE: Property Protection Agreement for
Tax Key No. _____

Sent Via Certified Mail, Return Receipt Requested

Dear Property Owner(s):

Land Reclamation Company and the WFSC concluded their negotiations and entered into an approved Siting Agreement (the "Siting Agreement") regarding LRC's expansion of its landfilling activities at its facility located in the City of Racine, Wisconsin.

One of the provisions in the Siting Agreement requires LRC to offer you an opportunity to enter into a Property Protection Agreement in regard to your Property identified above (the "Agreement").

Accordingly, an authorized officer of LRC has signed and I have enclosed three duplicate originals of this Agreement for your signature.

If you wish to have the benefits provided by this Agreement and decide to enter into this Agreement with LRC, you (or all of you if more than one) must do so within 120 days after your receipt of this letter, or you will lose your right to do so. In order to enter into this Agreement, you must sign two of the enclosed copies and send or deliver them to Land Reclamation Company at 1989 Oakes Road, Racine, Wisconsin 53406. The third copy of the Agreement should be retained for your files.

In other words, if you want to enter into this Agreement, you (or each of you if more than one) must sign and return two copies of this Agreement within 120 days after your receipt of this letter, otherwise it will be conclusively presumed that you are not interested in entering into this Agreement.

If you decide to sign and return the Agreements to LRC, please check to confirm that the legal description contained on page one of the Agreement is correct. If the legal description is not correct, please notify the undersigned and

LRC will correct the description in the Agreement. Also, please include a copy of your deed or other document setting forth the complete and correct legal description of your property.

After entering into the Agreement, if you intend to elect one of the options contained in the Agreement, you must do so within the time limits set forth in the Agreement. If you decide within the time limits set forth in the Agreement to either sell your property (Option No. 1) as set forth in Section 3.a. of the Agreement or take the cash lump sum (Option No. 2) as set forth in Section 3.b. of the Agreement, you must send LRC written notice of your decision by certified mail to: Land Reclamation Company, 1989 Oakes Road, Racine, Wisconsin 53406. If you decide to sell your property and elect Option No. 1 as forth in Section 3.a. of the Agreement you must attempt to sell your property for 270 cumulative days after the date of that notice.

Thank you for your consideration of the foregoing. If you have any questions regarding this Agreement, I suggest that you discuss the same with your attorney. Either you or your attorney may contact the undersigned at the above address or phone number to discuss LRC's obligations under this Agreement.

Sincerely,

Land Reclamation Company

Henry A. Koch, P.E.
President

Exhibit "F"

Property Owners

Exhibit F
Property Owners

Parcel 1	Property Owner: Address Tax Parcel Number	Ralph Tuinstra 6101 Greenleaf Blvd. 32224078000
Parcel 2	Property Owner Address Tax Parcel Number	Marcia L. Pfost 6111 Greenleaf Blvd 32224079000
Parcel 3	Property Owners Address Tax Parcel Number	Walter and Lisa Wilckens 6741 Jacobsen Lane 32214352000
Parcel 4	Property Owners Address Tax Parcel Number	G & S June, George Bose 6731 Jacobsen Lane 32214353000
Parcel 5	Property Owner Address Tax Parcel Number	Melody Darrell 6711 Jacobsen Lane 32214355000
Parcel 6	Property Owners Address Tax Parcel Number	Danial and Carol Jensen 1830 Grandview Avenue 32224071000
Parcel 7	Property Owners Address Tax Parcel Number	Patrick & Susan Garner 1439 Meadow Lane 32214109000
Parcel 8	Property Owners Address Tax Parcel Number	Marvin and wife Bosterder 1441 Meadow Lane 32214110000
Parcel 9	Property Owners Address Tax Parcel Number	Michael and Evelyn Baker 1358 Meadow Lane 32214118000
Parcel 10	Property Owner Address Tax Parcel Number	Walter Fleuchaus 1401 Meadow Lane 32214126000

Exhibit F
Property Owners

Parcel 11	Property Owners	Frank and wife Roberts
	Address	1411 Meadow Lane
	Tax Parcel Number	32214131000
Parcel 12	Property Owners	Michael and Sandy Henrickson
	Address	1429 Meadow Lane
	Tax Parcel Number	32214142000
Parcel 13	Property Owner	Mary E. Spengler
	Address	1419 Meadow Lane
	Tax Parcel Number	32214143000
Parcel 14	Property Owners	Daniel and Deanna Thompson
	Address	1449 Meadow Lane
	Tax Parcel Number	32214152000
Parcel 15	Property Owner	Harry L. Jacobsen
	Address	1412 Meadow Lane
	Tax Parcel Number	32214153000
Parcel 16	Property Owners	Stephen and wife West
	Address	1420 Meadow Lane
	Tax Parcel Number	32214163000
Parcel 17	Property Owners	Terry and Bethyl Andersen
	Address	1420 Meadow Lane
	Tax Parcel Number	32214165000
Parcel 18	Property Owners	BA & BE & BT Roselle
	Address	1408 Meadow Lane
	Tax Parcel Number	32214166000
Parcel 19	Property Owner	Edna Wilson
	Address	1434 Margrave Court
	Tax Parcel Number	32214351000
Parcel 20	Property Owners	Norman and Edna Wilson
	Address	1434 Margrave Court
	Tax Parcel Number	32214338000
Parcel 21	Property Owners	Donald and Debra Fandry
	Address	1430 Margrave
	Tax Parcel Number	32214337000

Exhibit F
Property Owners

Parcel 22	Property Owners Address Tax Parcel Number	Juan and Norma Navarro 1438 Margrave Court 32214339000
Parcel 23	Property Owners Address Tax Parcel Number	Kenneth and Rochelle Wirtz 1536 Truman Lane 32214303000
Parcel 24	Property Owners Address Tax Parcel Number	Patrick and Erin Lee Hetland 1524 Truman Lane 32214304000
Parcel 25	Property Owner Address Tax Parcel Number	Douglas Garavalia 1510 Truman Lane 32214305000
Parcel 26	Property Owners Address Tax Parcel Number	James and Traci Breitzman-Ellershaw 1502 Truman Lane 32214306000
Parcel 27	Property Owner Address Tax Parcel Number	Lorine Lawson 1446 Truman Lane 32214307000
Parcel 28	Property Owners Address Tax Parcel Number	Robert and Kathy Baker 1438 Truman Lane 32214308000
Parcel 29	Property Owners Address Tax Parcel Number	Dennis and Hilda Gandy 1430 Truman Lane 32214309000
Parcel 30	Property Owners Address Tax Parcel Number	William and Helen Talkowski 1422 Warwick Way 32214310000
Parcel 31	Property Owner Address Tax Parcel Number	Julian Thomas 1438 S. Emmertsen Road 32214112000
Parcel 32	Property Owners Address Tax Parcel Number	Joseph and Sharon Coltella 1400 S. Emmertsen Road 32214129000

Exhibit F
Property Owners

Parcel 33	Property Owners Address Tax Parcel Number	Bryan & Lisa Hart 1412 S. Emmertsen Road 32214128000
Parcel 34	Property Owners Address Tax Parcel Number	Chas & wife Bauer 1408 S. Emmertsen 32214130000
Parcel 35	Property Owners Address Tax Parcel Number	Roy & Shelley Jensen 1418 S. Emmertsen Road 32214144000
Parcel 36	Property Owner Address Tax Parcel Number	Mark Porcaro 1454 Emmertsen Road 32214151000
Parcel 37	Property Owners Address Tax Parcel Number	Sebastian and Jodi Stephens 1411 Warwick Way #105 32214270000
Parcel 38	Property Owners Address Tax Parcel Number	Don And Wife Betts 1545 Warwick Way 32214196000
Parcel 39	Property Owners Address Tax Parcel Number	Edward and Eileen Kirchmer 1632 Warwick Way 32214256000
Parcel 40	Property Owners Address Tax Parcel Number	Charlie and Freddie Shaw 1620 Warwick Way 32214258000
Parcel 41	Property Owner Address Tax Parcel Number	Russell Nelson 1614 Warwick Way 32214259000
Parcel 42	Property Owners Address Tax Parcel Number	Donald and Gail Toms 1606 Warwick Way 32214260000
Parcel 43	Property Owner Address Tax Parcel Number	Donald Herre 1600 Warwick Way 32214261000

Exhibit F
Property Owners

Parcel 44	Property Owner	Paul Sorensen
	Address	1548 Warwick Way
	Tax Parcel Number	32214301000
Parcel 45	Property Owners	Robert and Valerie Sommers
	Address	1447 Warwick Way
	Tax Parcel Number	32214350010
Parcel 46	Property Owners	Terrance and Nancy Lamar
	Address	1451 Warwick Way
	Tax Parcel Number	32214350020
Parcel 47	Property Owner	Paul Sorensen
	Address	1548 Warwick Way
	Tax Parcel Number	32214302000
Parcel 48	Property Owner	Melissa Fojtek
	Address	1544 Warwick Way
	Tax Parcel Number	32214302010
Parcel 49	Property Owner	Florence Nass
	Address	1455 Warwick Way
	Tax Parcel Number	32214348000
Parcel 50	Property Owners	Keven and Victoria Buler
	Address	1459 Oxford Lane
	Tax Parcel Number	32214347000
Parcel 51	Property Owners	Thomas and Christine Vasarella
	Address	1611 Weise Lane
	Tax Parcel Number	32214263000
Parcel 52	Property Owners	Michael and Teresa Devitt
	Address	1617 Weise Lane
	Tax Parcel Number	32214264000
Parcel 53	Property Owners	Darin & Sharon Booms
	Address	1623 Weise Lane
	Tax Parcel Number	32214265000
Parcel 54	Property Owner	Kelly Logad
	Address	1629 Weise Lane
	Tax Parcel Number	32214266000

Exhibit F
Property Owners

Parcel 55	Property Owners Address Tax Parcel Number	Richard and Terri Jarvis 1635 Weise Lane 32214267000
Parcel 56	Property Owners Address Tax Parcel Number	Wallace & Linda Maske 1720 Weise Lane 32214282000
Parcel 57	Property Owners Address Tax Parcel Number	Douglas & Sandra Ocks 1714 Weise Lane 32214283000
Parcel 58	Property Owners Address Tax Parcel Number	Roswell and Josephine Mundigler 1708 Weise Lane 32214284000
Parcel 59	Property Owners Address Tax Parcel Number	David and Diane Koslinski 1702 Weise Lane 32214285000
Parcel 60	Property Owners Address Tax Parcel Number	James and Darlene Waschbisch 1646 Weise Lane 32214286000
Parcel 61	Property Owner Address Tax Parcel Number	Bruce Bodwen 1640 Wiese Lane 32214287000
Parcel 62	Property Owners Address Tax Parcel Number	Gary and Anez Welbach 1634 Wiese Lane 32214288000
Parcel 63	Property Owners Address Tax Parcel Number	Michael and Tiane Gee 1628 Wiese Lane 322147289000
Parcel 64	Property Owners Address Tax Parcel Number	John and Patricia Kokta 1622 Wiese Lane 32214290000
Parcel 65	Property Owners Address Tax Parcel Number	Nicholas & Theresa Grasso 1546 Wiese Court 32214295000

Exhibit F
Property Owners

Parcel 66	Property Owners Address Tax Parcel Number	Robert and Sandra Gill 1538 Wiese Court 32214296000
Parcel 67	Property Owners Address Tax Parcel Number	George and Margaret Smerz 1532 Wiese Court 32214297000
Parcel 68	Property Owners Address Tax Parcel Number	Scott and Crystal Johnson 1522 Wiese Court 32214298000
Parcel 69	Property Owner Address Tax Parcel Number	Ronald McGaughey 1514 Wiese Court 32214299000
Parcel 70	Property Owners Address Tax Parcel Number	David and Paula Braun 1506 Wiese Court 32214300000
Parcel 71	Property Owners Address Tax Parcel Number	Randall and Barbara Maio 1440 Prairie Drive 32214262000
Parcel 72	Property Owners Address Tax Parcel Number	Daniel and Kine Lemerond 1404 Prairie Drive 32214290010
Parcel 73	Property Owners Address Tax Parcel Number	Daniel and Kine Lemerond 1404 Prairie Drive 32214291000
Parcel 74	Property Owners Address Tax Parcel Number	Timothy and Sharon Bal 1416 Prairie Drive 32214293000

7/11/94

Exhibit "G"

PROPERTY PROTECTION AGREEMENT

This Agreement made and entered into on this _____ day of _____, 199__, by and between Land Reclamation Company, an Illinois Partnership, having its principal office at 1989 Oakes Road, Racine, Wisconsin 53406 ("LRC"), and _____, residing at _____ ("Property Owners").

RECITALS

WHEREAS, Property Owners own Property in proximity to LRC's landfill Expansion in the City of Racine, Wisconsin; and Property Owners Property has the following legal description:

(Insert Legal Description)

(the "Property"); and

WHEREAS, LRC has applied to the Wisconsin Department of Natural Resources ("DNR") for approval of an Expansion of its solid waste disposal facility located within the City of Racine, Racine County, Wisconsin ("Expansion") as described in the Feasibility Report on file with the DNR, as modified from time to time; and

WHEREAS, certain individuals have advised the Waste Facility Siting Committee ("WFSC") consisting of members appointed by the City of Racine, Town of Mt. Pleasant and Racine County, Wisconsin pursuant to Wisconsin Statutes Section 144.445, that they have a concern about the

preservation of property values of real property located in the proximity of the Expansion; and

WHEREAS, the parties to this Agreement desire to address any said concerns regarding Property Owners Property.

Now, therefore, in consideration of the premises and the respective agreements hereinafter contained, the parties hereto agree as follows:

1. Effective Date of Agreement. This Agreement, when signed, shall become effective and binding on LRC only upon the occurrence of all of the following events:

a. Execution of a written agreement ("Siting Agreement") negotiated by and between the WFSC and LRC, and approval of the Siting Agreement by the appropriate governing body pursuant to Wis. Stats. §144.445(9)(j) and (k).

b. The issuance by the Wisconsin Department of Natural Resources ("DNR") of a license to LRC for the Expansion described in LRC's Feasibility Report, such Expansion having been the subject of the negotiations between LRC and the WFSC.

c. The issuance by the DNR of an approval of LRC's Plan of Operation of the Expansion and the granting to LRC of the immediate right to operate the Expansion pursuant to the Plan of Operation approval and all other approvals and licenses granted to it.

d. The issuance of all other necessary licenses, approvals, permits, etc. if any, as may be required in order

to establish and operate the Expansion pursuant to the Siting Agreement.

If all of the events described in Section 1. a. through d. of this Agreement occur, then this Agreement shall remain binding upon the parties until LRC's obligations are terminated pursuant to the provisions set forth in Section 10 below. If all of the events described in Section 1. a. through d. of this Agreement do not occur this Agreement shall not become effective and binding upon LRC and LRC shall have no obligations hereunder.

2. Consent to Expansion. Upon their execution of this Agreement, Property Owners agree to retract their requests, if any, heretofore made for a contested case hearing on LRC's Feasibility Report currently on file, and further agree to a dismissal of all actions, pending litigation, petitions, hearings, judicial and administrative reviews, if any, in connection with the Expansion.

Property Owners further agree not to commence or undertake any action, litigation, petition, request for hearing, judicial or administrative review of proceedings with regard to attempts by LRC to obtain all required licenses, approvals, permits, etc., necessary for the establishment or operation of the Expansion.

The foregoing agreements by Property Owners contained in this Section 2 shall commence upon execution of this Agreement and shall continue for the entire term of this Agreement and shall survive the termination of this Agreement

and shall continue after Property Owners have received compensation pursuant to the terms of this Agreement.

In the event the Property Owners engage in any of the activities prohibited above, LRC shall not have any further obligations to Property Owners under this Agreement.

3. LRC's Guarantee of Sale. Subject to the conditions and in accordance with the procedures set forth herein, LRC shall purchase the Property from the Property Owners if all of the events described in Section 1. a. through d. of this Agreement occur and during the term of this Agreement the Property Owners are unable, after following the procedure set forth herein, to sell the Property for at least the Guaranteed Price (as that term is defined in this Agreement). Alternatively, LRC shall pay the Property Owners, subject to the conditions set forth herein, the difference between the selling price approved by LRC and said Guaranteed Price. The payment of the difference shall be paid to the Property Owners in cash after the Property is sold to a third party who has agreed to pay the selling price.

The foregoing Guarantee of Sale shall be the Property Owners' exclusive right to receive compensation pursuant to this Agreement. Upon receiving compensation pursuant to this Agreement, all of the other obligations of LRC under this Agreement shall cease. The Property Owners must provide written notice by certified mail to LRC of their intent to sell the Property.

4. Determination of "Guaranteed Price". In the event the Property Owners wish to exercise the Guarantee of Sale set forth in Section 3, the Property Owners and LRC shall, during the thirty (30) days following receipt by LRC of the Property Owners' written notice of their intent sell the Property, attempt to agree upon the value of the Property. If mutual agreement is reached within said ten (10) days, the agreed value shall, for the purposes of this Agreement, be known as the "Guaranteed Price" and the Property Owners shall attempt to sell their Property in either of the two ways described in Section 5 at an asking price equal to or greater than the Guaranteed Price.

If the parties are unable to agree on the value of the Property during said ten (10) day period, then the Property Owners shall hire, at their sole expense, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property as follows:

- a. Assume that no expansion of landfilling activities are or will be undertaken at the LRC landfill site;
- b. Any comparables selected by the appraiser shall be located at a sufficient distance away from the landfill so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the landfill;
- c. The use of the Property on January 1, 1990, shall be conclusively deemed by the appraiser to be the

highest and best use of the Property; irrespective of the zoning classification of the Property;

d. A full written narrative appraisal shall be prepared;

e. The appraisal shall be prepared in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which are specifically preempted by these instructions; and

f. The appraiser shall describe the condition of the Property at the time of the appraisal, both interior and exterior, in writing in his appraisal.

The appraiser shall provide a copy of the written appraisal report to LRC and the Property Owners immediately upon its completion. If LRC accepts the appraised value, then the appraised value shall be the Guaranteed Price and the Property Owners shall then attempt to sell their Property in either of the two methods described in Section 5 at an asking price equal to or greater than the Guaranteed Price.

If LRC does not accept the appraised value as the value of the Property it shall retain, at its own expense within seven (7) days after receipt of Property Owners' appraisal report, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property, in accordance with instructions a-f above, and provide a written report thereof within thirty (30) days of such retention. The appraiser shall provide a copy of the

written appraisal report to LRC and the Property Owners immediately upon its completion. The arithmetic average of the two appraised values shall be the Guaranteed Price. The Property Owners shall then attempt to sell their Property in either of the two methods described in Section 5, at an asking price equal to or greater than the Guaranteed Price.

Notwithstanding the foregoing, if either the Property Owners or LRC does not accept the arithmetic average of the appraised values of the two appraisers as the value of the Property, then the non-accepting party or parties may, within seven (7) days of receipt of the written appraisal report from the appraiser selected by LRC, instruct the two previously selected appraisers to choose and promptly retain a third qualified professional appraiser to determine the fair market value of the Property in accordance with the instructions set forth in Sections a-f above, and to provide a copy of the written appraisal report to both parties within thirty (30) days of such retention. The arithmetic average of the three appraisals shall be the Guaranteed Price. The Property Owners shall attempt to sell their Property using either of the two methods described in Section 5, at an asking price equal to or greater than the Guaranteed Price. LRC and Property Owners shall each pay one-half (1/2) of the appraisal fee for the third appraiser.

For the purpose of this section, "qualified professional appraiser" shall mean a person who is: (1) not related to the Property Owners or employees of LRC, (2) licensed as an

appraiser by the State of Wisconsin, and (3) is a member of at least one national appraisal association.

5. Sale Procedure. In the event that the Property Owners wish to sell the Property and take advantage of the Guarantee of Sale set forth in Section 3, they shall notify LRC of the same in writing by certified mail. Thereafter said Property Owners shall make a good-faith effort to sell the Property for a cumulative period of two hundred and seventy (270) days. This good faith effort to sell can be made in either of the following two methods or in any combination thereof: (1) the Property Owners may advertise and attempt to sell their Property without the employment of a real estate broker, or (2) they may enter into a residential listing contract with a licensed real estate broker. Both LRC and the Property Owners shall act in good faith concerning the sale of the Property at a price at least equal to the Guaranteed Price whether or not a broker is utilized to sell the Property. Property Owners shall not receive any compensation or payment from LRC pursuant to this Agreement if the Property is sold to a relative, by blood or marriage, of Property Owner.

If the Property Owners elect for all or any portion of the 270 day period to attempt to sell their Property themselves, they shall place a "For Sale" sign on the Property and shall advertise, at the Property Owners sole expense, the Property for sale in the classified section of the Racine Journal Times not less than once per week during

the entire cumulative 270 day period that they are attempting to sell the Property themselves. LRC may, at its sole expense, supplement this advertising and undertake attempts to find a purchaser for said Property during this period.

Alternatively, if the Property Owners elect to use a broker, they shall give LRC seven (7) days written notice by certified mail of the broker whom they wish to retain before signing a listing contract with the broker. The broker shall be (1) licensed as a broker in Wisconsin; (2) unrelated to the Property Owners, (3) a member of the Board of Realtors Multiple Listing Exchange for Racine County, and (4) obligated to use his or her reasonable best efforts to market the Property. Any objection or claim by LRC that the broker does not satisfy the above four criteria shall be waived unless LRC, within 7 days of receipt of said written notice from Property Owners, provides its written specification of which of said four requirements the broker does not satisfy.

Said listing contract or contracts shall extend for all of that portion of the cumulative period of 270 days that the Property Owners elect not to attempt to sell the Property themselves and shall specifically provide: (1) that the broker(s) shall list the Property in the multiple listing exchange for Racine County and shall agree to keep the Property so listed until the occurrence of either the sale of the Property or the expiration of the listing contract, and, (2) that the broker shall not be entitled to any commission or other payments whether for broker's costs or otherwise in

the event LRC purchases the Property or makes any other payments to Property Owners pursuant to Section 6 or Section 7 of this Agreement at any time during the duration of the listing contract or after the expiration of the listing contract, and, furthermore, that no broker shall be entitled to a commission on any amount paid by LRC pursuant to this Agreement. The Property Owners shall cooperate with the broker(s) in obtaining a purchaser pursuant to the terms as set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the terms of the listing agreement. Property Owners shall act in good faith concerning any attempt to obtain the fair market value of the Property. No provision hereunder shall be construed to grant LRC any option to purchase or right of first refusal as against any potential third party purchaser during the term of any said listing contract(s).

6. Offers to Purchase. Property Owners agree to provide LRC with a copy of every Offer to Purchase which they receive for their Property and agree not to accept any Offer until LRC has given its approval; notwithstanding the foregoing, the Property Owners shall not be required to obtain such approval if the purchase price in the Offer equals or exceeds the Guaranteed Price. LRC may not withhold its approval for any reason other than the price. LRC may approve of an Offer to Purchase at a price below the Guaranteed Price. In such event, LRC shall pay the Property

Owners the difference, if any, in cash between the selling price set forth in the Offer to Purchase and the Guaranteed Price. LRC may request that the price set forth in the Offer to Purchase, if less than the Guaranteed Price, be countered as to price, and in the event that the potential buyers accept the Counter Offer, LRC shall pay the Property Owners the difference, in cash, between the selling price set forth in the Counter Offer and the Guaranteed Price. Any such payment pursuant to this paragraph shall be made by LRC to the Property Owners within fifteen (15) days after Property Owners provide to LRC copies of all closing documents from the sale, including proof that the transfer of the Property has taken place. The providing of said closing documents to LRC by Property Owners is a condition to such payment.

7. Guaranteed Purchase After 270 Days. If the Property Owners have attempted to sell their Property under either of the methods provided in Section 5 for a cumulative period of at least 270 days, then the Property owners may request, in writing, that LRC purchase their Property. However, LRC shall have no obligation to purchase the Property until at least 270 days after the issuance by the DNR of a license to LRC for the Expansion and the issuance of all necessary licenses, approvals, permits, etc. as may be required to establish and operate the Expansion.

It is the intention of LRC to avoid unusual market activity in the area surrounding the Expansion or of the properties listed in Exhibit D prior to the licensing of the

Expansion, and the Property Owners agree that any attempts which they make to sell their Property prior to the time that LRC receives the required licenses, permits and approvals for the Expansion, will not be considered in meeting the requirement for sales attempts for 270 cumulative days. LRC will notify the Property Owners in writing of the date when it has received the required licenses, permits and approvals for the Expansion.

At the time Property Owners request in writing that LRC purchase their Property, Property Owners shall also provide proof of advertising of the Property for sale or a copy of the listing contract(s) and an affidavit of their good-faith attempts to sell said Property. Provided the Property Owners have complied with the foregoing procedures set forth in Sections 3 through 7 above, LRC shall purchase the Property at the Guaranteed Price, subject to the conditions set forth below.

Within fifteen (15) days after providing such proof of advertising, copies of the listing contract(s) and the affidavit, Property Owners shall provide LRC with a commitment from a title insurance company licensed in Wisconsin to issue title insurance to be issued in the name of LRC in the amount of the Guaranteed Price. After receipt of such commitment, LRC shall have thirty (30) days to notify the Property Owners of any defects in title which make the same unmerchantable. Any such defects shall be cured at the expense of the Property Owners. If any defect cannot be cured

and LRC is unwilling to waive the same, then LRC shall have no obligation to purchase the Property.

In the event that the Property Owners have merchantable title, the closing shall occur within sixty (60) days after the Property Owners provide such title or within sixty (60) days after the Property Owners cure any defects in the title to make it merchantable. The Property Owners shall convey the Property to LRC by good and sufficient Warranty Deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants. Property Owners shall warrant and represent at closing that they have neither notice nor knowledge of any:

a. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property.

b. Government agency or court order requiring repair, alteration or correction of any existing condition.

c. Underground storage tanks or any structural, mechanical or other defects of material significance affecting the Property, including but not limited to inadequacy for normal residential use of mechanical systems, waste disposal systems and well, unsafe well water according to state standards, and the presence of any dangerous or toxic materials or conditions affecting the Property; all except for any materials or conditions which are caused by LRC.

d. Wetland or shoreland regulations affecting the Property.

Further, the Property Owners shall pay at closing all conveyancing costs typically paid by a seller, including but not limited to: title insurance premium, real estate transfer tax and recording fees. The Property Owners shall also execute, at closing, a standard affidavit as to liens and possession and shall provide lien waivers for work or improvements performed on the Property within six (6) months prior to closing. Real estate taxes for the year of closing shall be prorated to the date of closing based upon the real estate taxes assessed and levied for the prior year and if the Property is a part of a larger tax parcel, then the tax proration shall be based upon the taxes for the improvements on the Property, plus the percentage of taxes which approximates the percentage of land comprising the Property compared to the total land and improvements included in the tax parcel. The Property Owners shall be responsible for and shall pay for all utilities through the date of closing. Possession and physical occupancy of the premises shall be given to LRC at closing. Prior to closing, the Property Owners shall give LRC, or its agent, the right to inspect the Property for the purpose of determining the existence of any damage to the premises which may have occurred between the date of the first appraisal and the date of closing. The Property Owners shall be responsible for all damage in excess of normal wear and tear and any claim for such damage shall

be presented to the Property Owners prior to closing; or such claim shall be waived. Property Owners shall repair such damage prior to closing or the reasonable cost of such repair shall either be deducted from the Guaranteed Price, or, at Property Owners' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefore or the cost thereof.

10. Termination of LRC's Obligations. This Agreement shall terminate and LRC shall have no further obligations under this Agreement on the date that waste is no longer being disposed of at the Expansion. Notwithstanding such termination of this Agreement, LRC shall serve written notice (in the same manner as required under Chapter 801 of the Wisconsin Statutes, as amended) upon the Property Owners informing them of the date of termination of this Agreement.

After the day the Property Owners receive such notice, if Property Owners have not yet done so, they shall have 120 days to give notice to LRC of their decision to sell the Property and take advantage of the Guarantee of Sale, contained in Section 3 of this Agreement. If such notice is given by Property Owners to LRC within the 120 day time limit, the terms of this Agreement shall remain in full force and effect and the Property Owners are hereby granted the time necessary to utilize the procedures of this Agreement. Specifically, if such notice is given, the Property Owners are granted the time necessary to comply with the 270 day time period set forth in Section 5 in order to receive the

benefit of the Guarantee of Sale set forth in Section 3 of this Agreement.

If Property Owners have given LRC proper notice under this Agreement of their decision to sell the Property and take advantage of the Guarantee of Sale set forth in Section 3, prior to the termination date of this Agreement, Property Owners shall have the time necessary to comply with the 270 day sale period set forth in Section 5 in order to receive the benefit of such election.

For the purpose of this Agreement "waste is no longer being disposed of at the Expansion" shall occur at the earliest of the following dates: (1) the date disposal of waste at the Expansion has been permanently terminated as the result of an order, judgment or decree issued by a federal, state or local agency, court or unit of government having jurisdiction under any applicable code, statute, law or ordinance; (2) the date any agency having jurisdiction over the Expansion site fails to issue or revokes any license, permit, or approval needed by LRC to operate or continue to operate the Expansion; (3) the date the Expansion has reached its design capacity approved by the DNR in the original Plan of Operation for the Expansion, or as may be modified during the life of the Expansion; or (4) the date LRC voluntarily elects to permanently cease disposing of waste at the Expansion despite the fact that there is remaining capacity.

11. Assignment or Transfer. Neither this Agreement nor the rights under it may be assigned, conveyed or otherwise

transferred by any of the Property Owners. The Guarantee of Sale set forth in Section 3 is personal, and is not intended to run with the land and does not run with the land and successive owners of the Property shall have no benefits under this Agreement; however, this Agreement shall inure to the benefit of the Property Owners, jointly and severally, and may be transferred or assigned from one to the other, and inures to the benefit of their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described above in Section 10. LRC may assign or transfer any interest or obligation in this Agreement without prior written consent of Property Owners, however in making such assignment or transfer, the assignee or transferee shall be bound by the terms of this Agreement. LRC agrees to give Property Owners written notice of the making of any such assignment or transfer.

12. It is expressly understood that the parties, by entering into this Agreement, do not waive any rights they may have at law or at equity except as expressly stated herein and that as to construction or enforcement of this obligation, the laws of the State of Wisconsin shall apply. In addition to any other remedies available, the parties to this Agreement shall be entitled to specific performance of this Agreement. The Court may award to the prevailing party its actual, reasonable attorney fees and costs of enforcement of this Agreement, if the Court determines that the position of the non-prevailing party was not substantially justified.

LAND RECLAMATION COMPANY

By _____

Title: _____

PROPERTY OWNERS:

7/11/94

Exhibit "H"
Transmittal Letter to Property Owners

TO: Property Owners of Parcels identified in Exhibit "F" of the Siting Agreement between Land Reclamation Company ("LRC") and the Waste Facility Siting Committee ("WFSC") upon which a home exists on the date of execution of said Siting Agreement or for which a building permit to construct a house has been issued on or before the date of execution of said Siting Agreement.

RE: Property Protection Agreement for
Tax Key No. _____

Sent Via Certified Mail, Return Receipt Requested

Dear Property Owner(s):

Land Reclamation Company and the WFSC concluded their negotiations and entered into an approved Siting Agreement (the "Siting Agreement") regarding LRC's expansion of its landfilling activities at its facility located in the City of Racine, Wisconsin.

One of the provisions in the Siting Agreement requires LRC to offer you an opportunity to enter into a Property Protection Agreement in regard to your Property identified above (the "Agreement").

Accordingly, an authorized officer of LRC has signed and I have enclosed three duplicate originals of this Agreement for your signature.

If you wish to have the benefits provided by this Agreement and decide to enter into this Agreement with LRC, you (or all of you if more than one) must do so within 120 days after your receipt of this letter, or you will lose your right to do so. In order to enter into this Agreement, you must sign two of the enclosed copies and send or deliver them to Land Reclamation Company at 1989 Oakes Road, Racine, Wisconsin 53406. The third copy of the Agreement should be retained for your files.

In other words, if you want to enter into this Agreement, you (or each of you if more than one) must sign and return two copies of this Agreement within 120 days after your receipt of this letter, otherwise it will be conclusively presumed that you are not interested in entering into this Agreement.

If you decide to sign and return the Agreements to LRC, please check to confirm that the legal description contained on page one of the Agreement is correct. If the legal

description is not correct, please notify the undersigned and LRC will correct the description in the Agreement. Also, please include a copy of your deed or other document setting forth the complete and correct legal description of your property.

After entering into the Agreement, if you intend to sell your property and take advantage of the Guarantee of Sale set forth in Section 3 of the Agreement, you must send LRC written notice of your decision by certified mail to: Land Reclamation Company, 1989 Oakes Road, Racine, Wisconsin 53406. If you decide to sell your property and take advantage of the Guarantee of Sale set forth in Section 3 of the Agreement you must attempt to sell your property for 270 cumulative days after the date of that notice.

Thank you for your consideration of the foregoing. If you have any questions regarding this Agreement, I suggest that you discuss the same with your attorney. Either you or your attorney may contact the undersigned at the above address or phone number to discuss LRC's obligations under this Agreement.

Sincerely,

Land Reclamation Company

Henry A. Koch, P.E.
President

Exhibit "I"

List of Wells To Be Sampled By LRC

Exhibit I
List of Wells to be Sampled by LRC

Well Number	Location of Well	Well Owner(s)/User(s)
1	2616 Cozy Acres Road	Jim and Linda Majdoch (O)
2	2620 Cozy Acres Road	Ronald and Becky Januis (O)
3	2631 Cozy Acres Road	Margaret Saues (O) Robert Krick (2623 Cozy Acres Road) (U) Unknown (2639 Cozy Acres Road) (U) Robert Strausser (2701 Cozy Acres Road) (U)
4	2640 Cozy Acres Road	Kenneth May (O)
5	2702 Cozy Acres Road	Andrew and Holly Keller (O)
6	2711 Cozy Acres Road	Thomas and Debbie Mueller (O)
7	2844 Cozy Acres Road	Betty Clevon (O)
8	2901 Cozy Acres Road	David Ryan (O) Robert Monosa (2839 Cozy Acres Road) (U) Eugene and Sanra Lepisto (2915 Cozy Acres Road) (U) CJ Udell (2923 Cozy Acres Road) (U)
9	2908 Cozy Acres Road	Miles and Mary Bengston (O)
10	Cozy Acres Community Well 2928 Cozy Acres Road	See Attached List of Cozy Acres Water System Shareholders
11	3104/3112 Cozy Acres Road	Ron Schroeder (O) Louis Heaney (3112 Cozy Acres Road) (U)
12	6603 Durand Avenue	Keith and Pat Boesel (O)
13	6606 Durnad Avenue	Peter and Carol Feest (O)
14	6724 Durand Avenue	Unknown (O)
15	7420 Durand Avenue	Tom and Debbie Hendricks (O)
16	7500 Durand Avenue	Marvin and Dorthy Saaf (O)
17	7508 Durand Avenue	Charles and Marilyn Sweet (O)
18	7520 Durand Avenue	Karen Malke (O) Daniel Zembruski (7530 Cozy Acres Road) (U)

(O = Owners, U = User)

Exhibit "J"

Access and Well Sampling Agreement

Agreement made on this ____ day of _____, _____,
between _____ owner(s) of the property located at
_____ (hereinafter called the "property"), upon
which a water well is located and/or the user(s) of said well
(hereinafter called the "well owner/user") and Land
Reclamation Company (hereinafter called "LRC").

The well owner/user grants LRC, its agents, employees
and/or independent contractors the right to enter the
property, take a sample from the well on the property and
temporarily interrupt the well owner/user's water supply
during the time that sampling is occurring. Such temporary
interruption of the well owner/user's water supply shall only
occur at a mutually convenient time agreed upon in advance by
the well owner/user and LRC, within any restrictions placed
on such sampling by any regulatory agency requiring that such
sampling occur.

LRC, its agents, employees and/or independent
contractors will take all reasonable steps to prevent:

- a. Polluting the water of the well on the property.
- b. Damaging the well, pumps and/or casing located on
the property.

LRC agrees to correct any polluting of the water of the
well or damage to the well pumps and/or casing to the extent
due to the negligent acts or willful misconduct of LRC, its

agents, employees and/or independent contractors. However, well owner/user shall not hold LRC, or its agents, employees and/or independent contractors liable for any diminution in water quality or quantity from the sampled well or for failure, interruption or shortage of water, or any loss or damage resulting therefrom in whole or in part by performance of the sampling except to the extent of any negligence or willful misconduct on the part of LRC, its agents, employees, and/or independent contractors. Notwithstanding the foregoing, well owner/user reserves his or her right to make a claim against LRC for personal injuries due to well water contamination caused by LRC.

This Agreement shall remain in effect until the well owner/user ceases to own/use the well or until LRC is no longer required to sample the well.

Well Owner/User

Land Reclamation Company

Exhibit "K"

Well Sampling Parameters

Well samples shall be analyzed for the following parameters:

Table 1

Field	Laboratory
pH	Total Alkalinity
Conductivity	Sulfate
Color	Manganese
Odor	Total Iron
Turbidity	Total Hardness
Temperature	Chloride
	VOC's (USEPA Test Methods for evaluating solid waste SW-846, Methods 8010 and 8020 as listed in tables 2 and 3.)

Table 2

Volatile Organic Compounds by Method 8010

Chloromethane	Carbon Tetrachloride
Bromomethane	Bromodichloromethane
Vinyl Chloride	1,2 - Dichloropropane
Dichlorodifluoromethane	cis 1,3 - Dichloropropene
Chloroethane	Trichloroethene
Methylene Chloride	1,1,2 - Trichloroethane
1,1 - Dichloroethene	trans 1,3 - Dichloropropene
1,1 - Dichloroethane	Bromoform
1,2 - Dichloroethene, total	Tetrachloroethene
Chloroform	1,1,2,2 - Tetrachloroethane
1,2 - Dichloroethane	1,3 - Dichlorobenzene
1,1,1 - Trichloroethane	

Table 3
Volatile Organic Compounds by Method 8020

Benzene	Ethylbenzene
Toluene	Xylenes, total
Chlorobenzene	

If an exceedance of one of the parameters listed in table 4 is documented as described in Section L (a) then LRC shall test the well for the following inorganic substances: arsenic, cadmium, chromium, lead, mercury, barium, selenium, silver, copper, and zinc, and LRC shall deliver the test results of said sampling to the owner(s) and user (s) of the well and the DNR within sixty (60) days of the sampling.

Table 4

Parameter	Standard
-----------	----------

Sulfate	400 mg/l
Iron	1.5 mg/l
Manganese	0.1 mg/l
Alkalinity (as CaCO ₃)	1000 mg/l
Hardness (as CaCO ₃)	1000 mg/l
Chloride	NR 140 Enforcement Standard



City -- Sanifill/LRC Settlement Agreement
Final Printed: March 11, 1996

SETTLEMENT AGREEMENT

THIS AGREEMENT, effective the 22nd of March, 1996, by and between the **CITY OF RACINE**, a Municipal Corporation of the County of Racine, State of Wisconsin ("City"), **SANIFILL, INC.**, a Delaware corporation, with its Central Region offices at 13430 Northwest Freeway, Suite 400, Houston, TX 77040 ("Sanifill"), the owner and operator of the Land Reclamation Company Landfill, and **LAND RECLAMATION COMPANY**, a general partnership organized under the laws of Illinois and a wholly-owned subsidiary of Sanifill ("Sanifill/LRC").

WITNESSETH:

WHEREAS, Sanifill/LRC owns and operates the Land Reclamation Company Landfill (the "facility"), and is the successor to the rights and obligations of Land Reclamation Ltd.'s contracts, as amended, with the City (the "SLSA")¹ with respect to the disposal of solid waste at the facility; and

WHEREAS, Sanifill/LRC seeks to expand the facility through an expansion called "the Northwest Expansion," which is presently the subject of a contested case hearing denominated *In the Matter of the Feasibility Report for the Proposed Northwest Expansion of the Land Reclamation Company Landfill, City of Racine, Racine County, Wisconsin*, Case No. IH-95-15 (the "contested case hearing"), in which the City is also a party; and

WHEREAS, Sanifill/LRC and the City are also parties in pending litigation in the Circuit Court of Racine County, entitled *City of Racine, Wisconsin, et al. v. Waste Facility Siting Board, et al.*, Case No. 94-CV-2314 (Consolidated Case No. 95-CV-1266); and

¹The agreements making up the "SLSA" are a Sanitary Landfill Service Agreement dated as of June 2, 1981 between the City of Racine and Land Reclamation, Ltd., and Amendment No. 1, dated as of September 17, 1981, to the Sanitary Landfill Service Agreement dated as of June 2, 1981 between the City of Racine and Land Reclamation, Ltd.

WHEREAS, the City and Sanifill/LRC have participated in mediation to resolve all issues in both proceedings with the Town of Mt. Pleasant (another party in both proceedings), and in order to enable the City and Sanifill/LRC to make proposals and perform settlement obligations agreed to in that mediation with the Town, have agreed to additional obligations between the City, Sanifill/LRC, and Sanifill;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **City contribution to sharing arrangement on host fee.** The Siting Agreement for the Northwest Expansion, dated August 19, 1994, Section J, provides that there may be a "sharing arrangement" between any of the Municipalities with respect to the Host Payment provided under that Siting Agreement. In order to accomplish settlement of the pending matters with the Town, the City agrees that in the settlement agreement among the City, Sanifill/LRC and the Town, the City will agree to a sharing arrangement of the Host Payment which will grant the Town of Mt. Pleasant fifteen cents (15 ¢) per ton of municipal solid waste, according to the definitions and terms of the Siting Agreement, and reduce the Host Payment due to the City from \$1.35 to 1.20 per ton. The City hereby directs Sanifill/LRC to pay the amount of fifteen cents (15 ¢) per ton directly to the Town, and to pay the \$1.20 per ton to the City, in all other respects in accordance with the terms of the Siting Agreement.

2. **Current capacity at the present facility, prior to opening of the Northwest Expansion, and capacity in the Northwest Expansion.**

(a) Sanifill/LRC will give the City priority in utilization of the current facility (prior to the opening of the Northwest Expansion) so as to guarantee available capacity in that facility to the City for all its waste disposal needs under the SLSA for the period 3/1/96 through 3/1/98. Sanifill/LRC further agrees that in the event that the Northwest Expansion is not opened by 3/1/98, Sanifill/LRC will undertake such reconfiguration of waste flows to the facility and other Sanifill/LRC landfills in Southeastern Wisconsin so that the City will be guaranteed capacity for its waste disposal needs for an additional period until 3/1/2000 either at the facility or at other sites. Sanifill/LRC's commitments under this paragraph will include pricing to the City consistent with the contractual rate

structure presently available to the City under its SLSA in effect at the time of this settlement agreement. To be consistent with this guarantee, Sanifill/LRC hereby agrees that it will not exercise its right to give notice of termination under Section 2.3 of the SLSA, as amended, prior to the date when the Northwest Expansion is commercially operational and available to receive waste.

(b) Notwithstanding modifications in the design of the Northwest Expansion that result from the conclusion of the contested case hearing denominated *In the Matter of the Feasibility Report for the Proposed Northwest Expansion of the Land Reclamation Company Landfill, City of Racine, Racine County, Wisconsin*, Case No. IH-95-15, or the administrative review of the Feasibility Report by the DNR of that expansion pursuant to § 144.44, Stats. when the request for contested case hearing is withdrawn by the Town as a part of the settlement of the matter, and providing LRC receives and is able to obtain and retain all necessary permits and licenses for the Northwest Expansion (as modified as a result of the above-referenced proceeding and/or DNR administrative review) from all governmental entities having jurisdiction for such approvals, Sanifill/LRC agrees that it will extend the current SLSA, and the City agrees to accept that extension of the SLSA, on the following terms and conditions:

- (1) The SLSA will be deemed extended as to all of its provisions, and to remain in full force and effect, except as expressly modified herein, for the extended period specified herein.
- (2) The SLSA will include the area of the Northwest Expansion.
- (3) The terms of the Siting Agreement and the Settlement Agreement among the Town of Mt. Pleasant, the City, Sanifill and Sanifill/LRC will supersede any provisions of the extended SLSA, if any, which are in conflict with the extended SLSA. The terms of this Settlement Agreement will supersede any provisions of the three-party Settlement Agreement among the Town of Mt. Pleasant, the City, Sanifill and Sanifill/LRC, if any, which are applicable only to the City and Sanifill or Sanifill/LRC (e.g., the indemnification provision in section 4, below) to the extent such provisions are in conflict with this Settlement Agreement.

(4) The term of the extension of the SLSA will be for a minimum period of five (5) years as an initial term, commencing with the date when Sanifill/LRC receives all government permits and approvals necessary for the commercial operation of the Northwest Expansion ("extension commencement date"). Sanifill/LRC shall give the City written notice of the extension commencement date.

(5) The term of the extension of the SLSA will continue thereafter, continuing to be subject to the Siting Agreement, for the life of the facility (which shall be no less than twelve (12) years from the extension commencement date, unless a notice of termination is given to be effective two (2) years thereafter, according to the termination provisions of Section 2.3 of the SLSA, as amended. To terminate at the end of the initial extension five (5) year period, the notice must be given two (2) years prior to the expiration of the five (5) year period. The anniversary date for giving notices of termination shall be changed from June 20 to the extension commencement date.

(6) All provisions in the SLSA regarding the "Guaranteed Annual Minimum Charge" or "G.A.M.C.," shall be deemed stricken as of the extension commencement date.

(7) Sections 7.1 and 7.2 of the SLSA are deemed stricken, and re-written as follows, as of the extension commencement date:

"Section 7.1 Cost Increases Imposed by New Governmental Regulations. If new taxes or fees are imposed on Sanifill/LRC as part of a governmental environmental regulatory program, Contractor may pass through a *pro rata* share of that tax or fee, on a uniform unit cost basis, to the City, as an addition to the City's prices to be paid under this Agreement. Any CPI adjustments occurring under the Agreement shall not apply to these pass-through taxes or fees, but rather the actual taxes or fees must be passed through without escalation or any add-ons from Contractor.

In the event that one or more changes to governmental environmental regulatory standards applicable to the Northwest Expansion reasonably require Sanifill/LRC to incur costs which, in any calendar year result in an increase of more than \$250,000 in Sanifill/LRC's annualized costs of operations (including annualized and properly accrued capital, closure or post-closure costs) associated with the Northwest Expansion, upon certification to the City of that increase with supporting documentation from Contractor as to the total annual costs increased, Contractor may submit to the City a notice of price adjustment reflecting a pass-through of these additional costs, on a *pro rata*, uniform unit cost basis. If the City does not accept the price adjustment within 30 days of the price adjustment notice, either party may terminate the SLSA upon no less than one year's notice, notwithstanding any other termination notice provisions of the Contract."

(8) The extended term of the SLSA will not include any composted materials in the waste flow from the City.

(9) In connection with the extension of the SLSA, Sanifill/LRC and Sanifill shall indemnify, defend and hold harmless the City from and against all claims, demands, liabilities, suits, proceedings, defenses, settlements, judgments, costs, disbursements or expenses asserted or prosecuted by any person or entity asserting that the City is legally proscribed from extending its existing SLSA as provided for herein. The City will promptly tender any claim which it contends is subject to this provision to Sanifill/LRC and this indemnification and defense obligation will not apply to costs or payments incurred by the City prior to the tender of the Claim to Sanifill/LRC and to the extent that Sanifill/LRC suffers material damage or prejudice because the Claim was not promptly tendered in accordance with this provision. A tender within 30 days will presumptively be considered prompt. Sanifill/LRC shall have the right to control the defense and settlement of any claim for which indemnification is provided under this provision. Without limiting the foregoing, the City does not waive any limitations on liability that may be available to it under municipal law. In the event the City does not wish to avail

itself of this provision, and decides not to tender the defense of such a claim, then this provision will be null and void, and no indemnification will be provided.

(c) The City and Sanifill/LRC will negotiate in good faith and enter into an Amendment to the SLSA which incorporates these terms of this Settlement Agreement. The parties recognize that upon further review of the SLSA, there may need to be refinements and modifications of the above principles, but they will strive to achieve as nearly as practicable the rights and obligations as set forth in this Settlement Agreement.

3. **Costs of proceedings.** Sanifill/LRC will pay the City the sum of One Hundred Thousand Dollars (\$100,000.00) within ten (10) days of the effective date of this Agreement in order to cover costs of various kinds incurred by the City in the landfill siting process for the Northwest Expansion and in responding to the two contested matters.

4. **Indemnification for environmental liability at the facility.**

(a) Sanifill/LRC and Sanifill hereby fully indemnify, defend, and hold harmless the City from and against all claims, demands, penalties, fines, liabilities, suits, proceedings, defenses, settlements, judgments, costs, disbursements or expenses (collectively "Claims") asserted or prosecuted against the City, now or in the future with respect to the entirety of the landfill site (including without limitation the current landfill site, any closed corridors, the portion of the site operated by the City from 1963 to 1971, and the Northwest Expansion, collectively "facility"), arising from the City's use of the facility for the disposal of waste, or its past operation of any portion of the facility, or any other basis of liability for the City, if any, arising under federal, state or local environmental laws of any kind. Without limiting the foregoing, this indemnification includes any liability that the City might have arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA" or "Superfund"), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"), the State spill statute (§ 144.76, Stats.) or other Wisconsin environmental laws, any common law principles of nuisance, contribution or equitable relief, or other laws imposing liability with regard to solid or hazardous waste as defined in any federal or state law. Without limiting the foregoing, this indemnification includes any basis upon which the City might have liability, including ownership or operation of

any portions of the facility, or the generation or arranging for disposal of solid or hazardous waste or substances at the facility, or transporting solid or hazardous waste or substances to the facility. Without limiting the foregoing, this indemnification includes any attorneys' fees or any other costs associated with diligently defending any claims of liability made against the City, as well as the liability itself. Without limiting the foregoing, the City does not waive any limitations on liability that may be available to it under municipal law.

(b) The indemnification obligations of this section 4 shall not apply to that portion of Claims, if any, arising out of the generation, or arrangement for the disposal of, waste disposed of at the facility, to the extent that all of the following criteria are met: (i) the waste was disposed of on or after January 1, 1996; and (ii) Sanifill/LRC establishes by a preponderance of the evidence that the waste was a hazardous waste that was not authorized to be disposed of at the facility under the terms of the permits and licenses for the facility and under any applicable contracts for collection and/or disposal; and (iii) the City knew or should have known under reasonable administration of its contract(s) for collection and/or disposal, prior to the collection and/or disposal of the hazardous waste, that the waste stream from the City contained such hazardous waste. For purposes of this section 4, the term "hazardous waste" shall mean solid waste identified by the Wisconsin Department of Natural Resources as hazardous pursuant to criteria promulgated by the Department, presently implemented under § 144.62(2)(a), Stats., and the term specifically does not include any "municipal solid waste" as defined in Section 1.23 of the City's current Sanitary Landfill Service Agreement ("MSW") authorized to be collected and/or disposed of at the facility pursuant to contracts between the City and Sanifill/LRC, notwithstanding that some compounds or substances contained in MSW might be deemed hazardous. If a Claim is partially exempt from indemnification under this subsection 4(b), such circumstance will not diminish the continuing effect of the defense and indemnification as to all Claims or portions of Claims that are not within the terms of this subsection 4(b).

As further clarification of the scope of the indemnification in this section 4, Sanifill/LRC and Sanifill agree that they will not assert, and hereby release, Claims against individuals, businesses or other entities that generated the waste stream that is subject to this section 4 taken as a whole, if Sanifill/LRC and Sanifill would be required to indemnify the City for those Claims were they asserted against the City.

Notwithstanding the foregoing, Sanifill/LRC and Sanifill may assert, and do not release, Claims against individuals, businesses or other entities to the extent Sanifill/LRC and/or Sanifill are able to show that either such parties knowingly disposed of hazardous waste, as defined in this subsection, or such parties did not take such steps as would be reasonable under the circumstances to prevent the disposal of hazardous waste, as defined in this subsection.

(c) Sanifill/LRC and Sanifill shall have the right to control the defense and/or settlement of claims for which indemnification is provided under this section 4. The City agrees promptly to tender any claims for which indemnification is provided under this section to Sanifill/LRC, and this indemnification and defense obligation will not apply to costs or payments incurred by the City prior to the tender of the Claim to Sanifill/LRC and to the extent that Sanifill/LRC suffers material damage or prejudice because the Claim was not promptly tendered in accordance with this provision. A tender within 30 days will presumptively be considered prompt.

5. Miscellaneous.

(a) *Choice of Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(b) *Exclusive Benefit.* This Agreement is for the exclusive benefit of the parties and their successors in interest and shall not be deemed to give any legal or equitable right, remedy or claim to any other entity or person.

(c) *No Joint Venture.* This Agreement does not establish or evidence a joint venture, partnership, co-operator or co-owner, or any other cooperative legal relationship between the parties.

(d) *Modification.* No modification or amendment may be made to this Agreement except in writing signed by both parties.

(e) *Authority.* Both parties represent and warrant that they have the authority to enter into this Agreement and that all necessary procedures have been followed to authorize their representatives to enter into this Agreement. Sanifill and

City -- Sanifill/LRC Settlement Agreement
Final Printed: March 11, 1996

Sanifill/LRC agree to provide to the City written evidence of authority for execution of this Settlement Agreement.

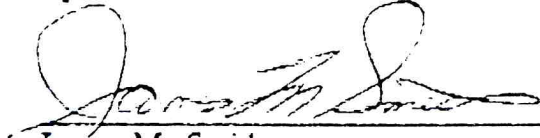
Dated and to be effective the 22 (nd) day of March, 1996.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement, by their duly authorized representatives or agents.

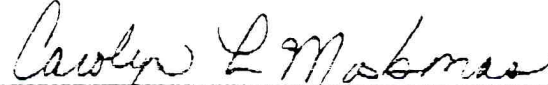
CITY OF RACINE

By:

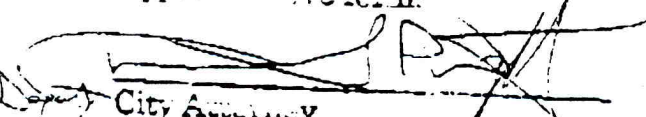
3/22/96
Date Executed


James M. Smith
Mayor

3/22/96
Date Executed


Carolyn L. Moskonas
Deputy City Clerk

Approved to sign:

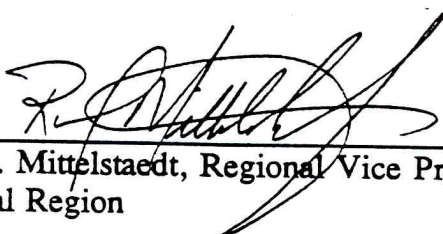

City Attorney

City -- Sanifill/LRC Settlement Agreement
Final Printed: March 11, 1996

SANIFILL, INC.

By:

3/26/96
Date Executed

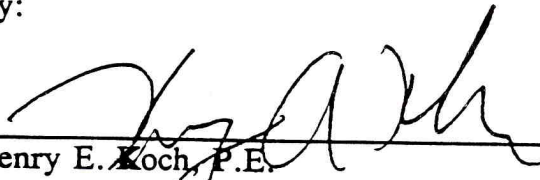


Ron J. Mittelstaedt, Regional Vice President
Central Region

LAND RECLAMATION COMPANY

By:

3/29/96
Date Executed



Henry E. Koch, P.E.
General Manager

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RECEIVED

OCT - 1994

WASTE FACILITY
SITING BOARD

SETTLEMENT AGREEMENT

This Settlement Agreement is between Sanifill, Inc., a corporation organized under the laws of Delaware ("Sanifill"), Land Reclamation Company, a general partnership organized under the laws of Illinois and a wholly-owned subsidiary of Sanifill ("Sanifill/LRC"), the Town of Mount Pleasant, a municipal corporation of the County of Racine, State of Wisconsin ("Town"), and the City of Racine, a municipal corporation of the County of Racine, State of Wisconsin ("City"). This agreement is effective as of the date of the last signature to this agreement.

RECITALS

Land Reclamation Company, a Sanifill of Wisconsin company ("Sanifill/LRC") owns and operates a landfill within the corporate boundaries of the City. Sanifill/LRC has proposed to expand its existing landfill and has applied for governmental permits and other approvals for an expansion of the landfill ("Expansion").

Sanifill/LRC negotiated a siting agreement applicable to the Expansion with a local committee comprised of representatives of the Town, the City and the County of Racine. Sanifill/LRC, the City and the local committee executed a siting agreement on August 19, 1994 ("Siting Agreement").

The Town challenged the Siting Agreement before the Waste Facility Siting Board ("WFSB"), which on October 24, 1994 voted to support the Town's request to determine that financial arrangements between Sanifill/LRC and the City triggered Section 144.445(6)(e), Wis. Stats. On review, the Racine County Circuit Court ruled that the WFSB's vote had no legal force or effect. The Court has scheduled trial on the question of whether Section 144.445(6)(e) prohibited the City from enacting a siting resolution.

The Town also requested a contested case hearing pursuant to Sections 144.44(2)(m) and 227.42, Wis. Stats., on the Department of Natural Resource's determination on the need for and technical feasibility of the Expansion.

Sanifill/LRC has challenged the Town's request for the DNR contested case hearing in the Racine County Circuit Court, contending that the Town and Town Board members violated the Open Meetings Law with regard to matters relating to the contested case hearing.

Sanifill/LRC, the Town and the City have agreed to compromise their respective claims in the interest of avoiding further litigation and its attendant costs and risks. This Settlement Agreement sets forth the terms and conditions on which the parties agree to the dismissal of all pending contested proceedings concerning the Expansion.

AGREEMENT

In consideration of their respective promises herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Sanifill, Sanifill/LRC, the Town and the City agree as follows:

1. Sanifill/LRC Payments to the Town. Sanifill/LRC shall make the following payments to the Town:

a. Within 10 days of Sanifill/LRC's receipt of all local zoning permits and an operating license under Section 144.44(4), Wis. Stats., ("Operating License") for the Expansion, Sanifill/LRC shall pay the Town \$50,000. Sanifill/LRC agrees to notify the Town on the day that it obtains the Operating License.

b. Sanifill/LRC shall pay the Town \$125,000 for improvements to Oakes Road between Highway 20 and 16th Street ("Improvements"). This payment shall be conditioned upon and shall be due within 10 days of the later of the following events: (i) Sanifill/LRC's receipt of all local zoning permits and an Operating License for the Expansion; (ii) the Town's award of one or more contracts for the Improvements pursuant to a competitive bidding process; and (iii) Sanifill/LRC's receipt of proof that the Town has incurred and paid more than \$125,000 for the Improvements. The Town shall use this payment for no other purpose than the Improvements.

c. Sanifill/LRC shall make monthly payments to the Town in the amount of 25 cents per ton of all municipal solid waste disposed of at the Expansion during the previous calendar month. These payments shall be subject to the same definitions, terms and conditions that govern the "Host Payment" under Section J of the Siting Agreement. A portion of Sanifill/LRC's monthly payments to the Town shall be comprised of a portion of the monthly "Host Payment" made to the City under Section J of the Siting Agreement. Pursuant to Section J, the City hereby agrees to a sharing arrangement of the Host Payment which will grant the Town 15 cents per ton of municipal solid waste, and reduce the Host Payment due to the City from Sanifill/LRC from \$1.35 to \$1.20 per ton. The City hereby directs Sanifill/LRC to pay the amount of 15 cents per ton directly to the Town. Sanifill/LRC shall provide monthly waste disposal tonnage reports for and permit scale record inspection by the Town and/or the City sufficient to permit verification of the payments.

2. Property Value Protection. Section I of the Siting Agreement shall govern property value protection for property owners near the Expansion, except that Sanifill/LRC shall provide the following additional benefits:

a. Sanifill/LRC shall increase the "Option No. 2 Cash Lump Sum Payment" under Section 3.b. of Exhibit D to the Siting Agreement from \$1,000 to \$1,625 to those property owners listed in Exhibit C to the Siting Agreement. Sanifill/LRC shall provide a payment in the amount of \$750.00, in the form of and subject to all of the terms and conditions

of the "Option No. 2 Cash Lump Sum Payment" under section 3.b. of Exhibit D to the Siting Agreement (except for amount), to those property owners listed in Exhibit F of the Siting Agreement.

b. Sanifill/LRC shall extend the application of Section I.2. of the Siting Agreement to qualifying properties within a 1,500 feet of the property boundary of Sanifill/LRC's landfill facility. The intent of this provision is to add to the application of Section I.2. All property owners listed in Exhibit F to the Siting Agreement shall remain eligible for property value protection under Section I.2.

c. Sanifill/LRC will provide a written offer of property value protection set forth in Section I of the Siting Agreement, as modified by this Section 2 of this Settlement Agreement, to the owners of all property subject to Sections 2.a. and 2.b. of this Settlement Agreement, regardless of whether a previous offer has been made to, or a previous response has been received from any such property owner.

3. Sanifill/LRC Indemnification of the Town and the City.

a. Sanifill/LRC and Sanifill hereby fully indemnify, defend, and hold harmless the Town from and against all claims, demands, penalties, fines, liabilities, suits, proceedings, defenses, settlements, judgments, costs, disbursements or expenses (collectively "Claims") asserted or prosecuted against the Town, now or in the future with respect to the entirety of the landfill site (including without limitation the current landfill site, any closed corridors, the portion of the site operated by the City from 1963 to 1971, and the Northwest Expansion, collectively "facility"), arising from the Town's use of the facility for the disposal of waste, or any other basis of liability for the Town, if any, arising under federal, state or local environmental laws of any kind. Without limiting the foregoing, this indemnification includes any liability that the Town might have arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA" or "Superfund"), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"), the State spill statute (§ 144.76, Stats.) or other Wisconsin environmental laws, any common law principles of nuisance, contribution or equitable relief, or other laws imposing liability with regard to solid or hazardous waste as defined in any federal or state law. Without limiting the foregoing, this indemnification includes any basis upon which the Town might have liability, including the generation or arranging for disposal of solid or hazardous waste or substances at the facility, or transporting solid or hazardous waste or substances to the facility. Without limiting the foregoing, this indemnification includes any attorneys' fees or any other costs associated with diligently defending any claims of liability made against the Town, as well as the liability itself.

b. Sanifill/LRC and Sanifill hereby fully indemnify, defend, and hold harmless the City from and against all claims, demands, penalties, fines, liabilities, suits, proceedings, defenses, settlements, judgments, costs, disbursements or expenses (collectively "Claims") asserted or prosecuted against the City, now or in the future with respect to the

entirety of the landfill site (including without limitation the current landfill site, any closed corridors, the portion of the site operated by the City from 1963 to 1971, and the Northwest Expansion, collectively "facility"), arising from the City's use of the facility for the disposal of waste, or its past operation of any portion of the facility, or any other basis of liability for the City, if any, arising under federal, state or local environmental laws of any kind. Without limiting the foregoing, this indemnification includes any liability that the City might have arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA" or "Superfund"), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"), the State spill statute (§ 144.76, Stats.) or other Wisconsin environmental laws, any common law principles of nuisance, contribution or equitable relief, or other laws imposing liability with regard to solid or hazardous waste as defined in any federal or state law. Without limiting the foregoing, this indemnification includes any basis upon which the City might have liability, including ownership or operation of any portions of the facility, or the generation or arranging for disposal of solid or hazardous waste or substances at the facility, or transporting solid or hazardous waste or substances to the facility. Without limiting the foregoing, this indemnification includes any attorneys' fees or any other costs associated with diligently defending any claims of liability made against the City, as well as the liability itself.

c. The indemnification obligations of this section 3 shall not apply to that portion of Claims, if any, arising out of the generation, or arrangement for the disposal of, waste disposed of at the facility, to the extent that all of the following criteria are met: (i) the waste was disposed of on or after January 1, 1996; and (ii) Sanifill/LRC establishes by a preponderance of the evidence that the waste was a hazardous waste that was not authorized to be disposed of at the facility under the terms of the permits and licenses for the facility and under any applicable contracts for collection and/or disposal; and (iii) the City or Town, as applicable to the particular waste in question, knew or should have known under reasonable administration of its contract(s) for collection and/or disposal, prior to the collection and/or disposal of the hazardous waste, that the waste stream from the City or Town, as applicable to the particular waste in question, contained such hazardous waste. For purposes of this section 3, the term "hazardous waste" shall mean solid waste identified by the Wisconsin Department of Natural Resources as hazardous pursuant to criteria promulgated by the Department, presently implemented under § 144.62(2)(a), Stats., and the term specifically does not include any "municipal solid waste" as defined in Section 1.23 of the City's current Sanitary Landfill Service Agreement ("MSW") authorized to be collected and/or disposed of at the facility pursuant to contracts between the City and Sanifill/LRC, or the Town and Sanifill/LRC, notwithstanding that some compounds or substances contained in MSW might be deemed hazardous. If a Claim is partially exempt from indemnification under this subsection 3.c., such circumstance will not diminish the continuing effect of the defense and indemnification as to all Claims or portions of Claims that are not within the terms of this subsection 3.c.

As further clarification of the scope of the indemnification in this section 3, Sanifill/LRC and Sanifill agree that they will not assert, and hereby release, Claims against individuals, businesses or other entities that generated the waste stream that is subject to this

section 3 taken as a whole, if Sanifill/LRC and Sanifill would be required to indemnify the City or Town for those Claims were they asserted against the City or Town. Notwithstanding the foregoing, Sanifill/LRC and Sanifill may assert, and do not release, Claims against individuals, businesses or other entities to the extent Sanifill/LRC and/or Sanifill are able to show that either such parties knowingly disposed of hazardous waste, as defined in this subsection, or such parties did not take such steps as would be reasonable under the circumstances to prevent the disposal of hazardous waste, as defined in this subsection.

d. Sanifill and Sanifill/LRC shall have the right to control the defense and/or settlement of Claims for which indemnification is provided under this section 3. The Town and City agree to promptly tender any Claims for which indemnification is provided under this section to Sanifill/LRC, and this indemnification and defense obligation will not apply to costs or payments incurred by the Town or the City prior to the tender of the Claim to Sanifill or Sanifill/LRC and to the extent that Sanifill or Sanifill/LRC suffers material damage or prejudice because the Claim was not promptly tendered in accordance with this provision.

e. Without limiting the foregoing, the Town and City do not waive any limitations on liability that may be available to either or both of them under municipal law.

4. Complaint Review Committee. The parties agree to the creation of a Complaint Review Committee ("CRC") to function as an independent body to assist Sanifill/LRC, the affected municipalities and nearby residents to achieve amicable resolution of nuisance issues associated with the Expansion. The CRC will consist of 5 members: one member of Sanifill/LRC's staff, one member of the County's staff (or, if the County does not appoint a member, one member of the City's staff), one member of the Town's staff, and two residents from the Meadow Lane and/or Farmington Estate subdivisions mutually agreeable to Sanifill/LRC and the Town. The CRC shall have the following powers, duties and functions:

a. The CRC will review resident complaints that Sanifill/LRC cannot resolve regarding nuisance issues, including without limitation dust, windblown paper, road mud, traffic and noise. The CRC will not review complaints of a technical nature which are reviewed by the DNR or another governmental agency, including without limitation landfill design and construction, groundwater monitoring, and performance of remediation activities.

b. Sanifill/LRC will fund the CRC up to \$5,000 per year for the CRC's administrative expenses, including without limitation the cost of meeting places, secretarial assistance, telephone and fax charges, mileage reimbursement, and copying. The CRC shall not have employees, nor shall the entities sponsoring members of the CRC be entitled to reimbursement for the time devoted by their representatives to the CRC.

c. In reviewing resident complaints, the CRC will follow a written procedure developed by the CRC. The CRC will review a resident complaint only after a reasonable period in which Sanifill/LRC may attempt to resolve the complaint and remedy the situation.

The CRC will review resident complaints in an orderly and timely manner, and will issue recommendations to Sanifill/LRC for the resolution of complaints.

d. The CRC will have the authority to assess penalties against Sanifill/LRC if it fails to adequately respond to recommendations of the CRC in a timely manner. Penalty amounts will be \$50 per day for the first two weeks, and \$100 per day thereafter. Penalties assessed by the CRC may not exceed \$10,000 in any calendar year. Penalties collected by the CRC will be paid to the Town and will be earmarked for improvements to, or operation and maintenance of, public parks.

e. The existence and actions of the CRC shall not affect the jurisdiction or authority of the City or the State of Wisconsin with respect to Sanifill/LRC and the Expansion. The CRC will not have the capacity to sue or be sued. If Sanifill/LRC does not pay a penalty assessed by the CRC, then any other party to this Settlement Agreement may bring suit against Sanifill/LRC to enforce Sanifill/LRC's obligations.

5. Extension of Town Contracts. The Town agrees to extend its existing recycling and solid waste collection and disposal contracts with Sanifill, and Sanifill agrees to accept that extension, on the following terms and conditions:

a. The Town's contracts will be deemed extended as to all of their provisions, and to remain in full force and effect, except as expressly modified herein, for the extended period specified herein.

b. The term of the Town's contracts is extended for a minimum period of 5 years as an initial term, commencing with Sanifill/LRC's receipt of all local zoning permits and an Operating License.

c. The term of the extension of the Town's contracts will continue thereafter for the life of the Expansion, unless the Town gives Sanifill 2 years' written notice of termination. To terminate at the end of the initial 5 year extension period, the Town must give Sanifill written notice at least 2 years before the expiration of the 5 year period, i.e. within 3 years from notice of issuance of the Operating License.

d. Notwithstanding the terms and conditions of the Town's contracts, if new taxes or fees are imposed on Sanifill/LRC as part of a governmental environmental regulatory program, Sanifill may pass through a pro rata share of that tax or fee, on a uniform unit cost basis and without any CPI adjustments that may apply to Sanifill's costs or prices, to the Town as an addition to the Town's prices to be paid under this Agreement.

e. In the event that one or more changes to governmental environmental regulatory standards applicable to the Expansion in any calendar year result in an increase of \$250,000 or more in Sanifill/LRC's costs of operations (including annualized and properly accrued capital, closure or post-closure costs) associated with the Expansion, Sanifill may submit

to the Town a notice of proposed price adjustment reflecting a pass through of these additional costs on a pro rata, uniform unit cost basis. If the Town does not accept the proposed price adjustment within 30 days of its receipt of the price adjustment notice, either party may terminate the Town's contracts with Sanifill/LRC upon no less than one year's written notice, notwithstanding any other termination notice provisions of the contract.

f. Sanifill and Sanifill/LRC shall indemnify, defend and hold harmless the Town from and against all claims, demands, liabilities, suits, proceedings, defenses, settlements, judgments, costs, disbursements or expenses asserted or prosecuted by any person or entity asserting that the Town is legally proscribed from extending its existing recycling and solid waste collection and disposal agreements with Sanifill. The Town will promptly tender any claim which it contends is subject to this provision to Sanifill/LRC, and this indemnification and defense obligation will not apply to costs or payments incurred by the Town prior to the tender of the Claim to Sanifill/LRC and to the extent that Sanifill/LRC suffers material damage or prejudice because the Claim was not promptly tendered in accordance with this provision. Sanifill/LRC shall have the right to control the defense and settlement of any claim for which indemnification is sought under this provision. Without limiting the foregoing, the Town does not waive any limitation that may be available to it under municipal law.

g. The Town and LRC/Sanifill agree that the terms of this Settlement Agreement supersede and replace any inconsistent provisions in the existing contracts between the Town and LRC/Sanifill. To the extent that other revisions to existing contracts are necessary to bring them into conformance with this Settlement Agreement, the Town and Sanifill/LRC will negotiate in good faith and enter into amendments to the Town's contracts so as to incorporate the terms of this Settlement Agreement.

6. Dismissal of Proceedings. The Town shall dismiss with prejudice its crossclaim and counterclaim and to voluntary dismissal of the complaints of the City and Sanifill/LRC, and the City and Sanifill/LRC shall voluntarily dismiss their complaints, in the Racine County Circuit Court case captioned City of Racine v. Waste Facility Siting Board, No. 94-CV-2314. The Town shall withdraw its request for a contested case hearing in the matter pending before the Wisconsin Division of Hearings and Appeals captioned In the Matter of the Feasibility Report for the Proposed Northwest Expansion of the Land Reclamation Company Landfill, City of Racine, Racine, Wisconsin, No. IH-95-15. The Town shall agree to voluntary dismissal of Sanifill/LRC's complaint, and Sanifill/LRC shall voluntarily dismiss its complaint with prejudice, in the Racine County Circuit Court case captioned Land Reclamation Company v. Town of Mount Pleasant, No. 96-CV-0641. All of these dismissals shall be executed and filed promptly upon execution of this Settlement Agreement. The Town shall not commence or support in any manner any additional proceedings in opposition to the siting of the Expansion.

7. Town Support for the Expansion. The Town shall evidence its support of the siting of Sanifill/LRC's proposed expansion. This support shall be evidenced in the following ways:

- a. The Town Board shall adopt this Settlement Agreement by majority vote.
- b. The Town Board shall, by majority vote, adopt a resolution supporting the siting of the Expansion. The Town shall distribute copies of the resolution to the DNR, the United States Environmental Protection Agency, the Waste Facility Siting Board, and interested federal, state and local elected officials.
- c. Issuance of the joint press release attached to this Settlement Agreement as Exhibit A.
- d. The Town agrees to be bound by the terms and conditions of the Siting Agreement, and shall evidence its agreement by executing the Siting Agreement.
- e. The Town and the current members of the Town Board shall not support the entity R.A.T.E. Nor shall the Town and the current members of the Town Board support any entity or person in connection with activities or efforts in opposition to the siting of the Expansion. For the purposes of this section, the term "support" means official action, public endorsement, financial support, or advice and counsel.

8. Continuing Validity of Siting Agreement. The Siting Agreement forms the foundation upon which this Settlement Agreement is based, and the continuing effect of its provisions are an indispensable basis for, and part of, the resolution of matters between the parties reflected in this Settlement Agreement. The terms of the Siting Agreement are incorporated by reference herein as a part of this Settlement Agreement. In the event that the Siting Agreement is declared null and void in part or in whole, the parties agree that if they are part of any future negotiations of any new or reconstituted local committee within the meaning of § 144.445, Stats., they will act in such a way as to restore the terms of the Siting Agreement.

9. Severability. If any part of this Settlement Agreement is determined to be unenforceable under governing law, the rest of the Settlement Agreement shall remain enforceable and the affected provision shall be reformed as necessary to bring it in compliance with governing law, with the following exceptions:

- a. If the Siting Agreement is declared null and void, and the parties are unable to restore the parties' position under the Siting Agreement to avoid material prejudice as set forth in Section 8 of this Settlement Agreement, then this entire Settlement Agreement shall become null and void.
- b. If the Town's extension of its recycling and solid waste collection and disposal contracts pursuant to Section 5 of this Settlement Agreement is invalidated pursuant to a court order for reasons other than a party's exercise of its termination rights under the Town's contracts and this Settlement Agreement, then the Town and Sanifill/LRC agree to negotiate in good faith a modification to this Settlement Agreement that restores the benefits Sanifill/LRC lost as the result of the invalidation of the contract extension.

10. Authority. An authorized representative of each of the parties shall execute this Settlement Agreement. Each of the signatories represent and warrant that they have full authority to execute this Settlement Agreement on behalf of the party they represent and that they are acting within the scope of such authority in executing this Settlement Agreement.

11. Amendments. This Settlement Agreement may not be amended or modified except by a writing signed by all parties hereto that expressly states that it is an amendment of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.


13. Disclaimer of Oral Agreements. Only this Settlement Agreement and other written agreements duly approved and executed by the parties constitute the agreements by and among the parties to settle the various proceedings identified in Section 6 of this Settlement Agreement. No oral promises or agreements have been made in this regard, and are hereby expressly disclaimed by each of the parties to this Settlement Agreement.

14. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement, by their duly authorized representatives or agents.

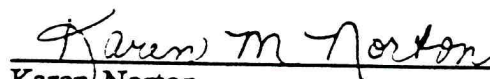
CITY OF RACINE

Dated: 3-21-96


James M. Smith
Mayor

Dated: 3-21-96

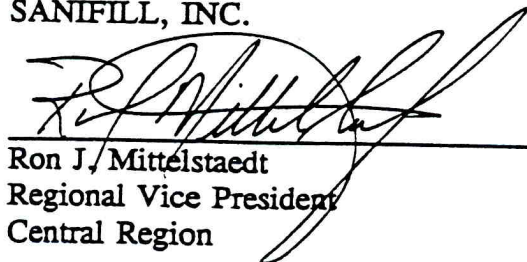
City Clerk


Karen Norton
City Clerk



SANIFILL, INC.

Dated: 3/24/96


Ron J. Mittelstaedt
Regional Vice President
Central Region