

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
BARAGA COUNTY

GRADE A-1 STOP, INC., A MICHIGAN
CORPORATION,

Appellant,

No. 00-4857-AA

HON. GARFIELD W. HOOD

v

STATE OF MICHIGAN, DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Appellee.

David M. Savu (P19921)
Attorney for Appellant

Michael A. Cox
Attorney General
Harold J. Martin (P39234)
Assistant Attorney General
110 State Office Building
Escanaba, MI 49829
(906) 786-0169
Attorneys for Appellee

RECEIVED & FILED

JUL - 7 2003

Wendy G. Anderson
Baraga County Clerk

STIPULATION AND ORDER FOR DISMISSAL

It is hereby stipulated and agreed by and between Appellant Grade A-1 Stop, Inc. and Appellee Michigan Department of Environmental Quality, through their respective undersigned attorneys, that the above-entitled action, having been fully compromised and settled based on the terms of the Settlement Agreement attached hereto as Exhibit 1, may be, and hereby is, dismissed with prejudice and without cost to any party.

IT IS FURTHER STIPULATED AND AGREED that based upon the Stipulation of Dismissal With Prejudice, an appropriate Order for Dismissal may be entered by the Court.

Respectfully submitted,

MICHAEL A. COX
Attorney General

Dated: 6/10/03

By: [Signature]
Harold J. Martin (P39234)
Assistant Attorney General
Attorney for Appellee MDEQ

Dated: 7-1-03

By: [Signature]
David M. Savu (P19921)
Attorney for Appellant Grade A-1
Stop, Inc.

ORDER OF DISMISSAL

At a session of the Court held in this Courthouse in the
City of L'Anse on this 2nd day of July, 2003.

Present: Honorable Garfield W. Hood, Circuit Court Judge

UPON READING AND FILING of the above Stipulation, and the Court being fully
advised in the premises;

IT IS HEREBY ORDERED that this action be dismissed with prejudice and without
costs.

Dated: 7/2/03

Order prepared by:
Harold J. Martin (P39234)
Attorney for Appellee MDEQ

GARFIELD W. HOOD
Honorable Garfield W. Hood
Circuit Court Judge


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**SETTLEMENT AGREEMENT
AND STIPULATION AND ORDER FOR DISMISSAL**

The parties to this lawsuit hereby stipulate and agree as follows:

WHEREAS, the parties have undertaken significant negotiations in an effort to settle this matter; and

WHEREAS, it is the desire of the parties to this Agreement to fully and completely resolve, settle and compromise any and all claims arising from Appellee Michigan Department of Environmental Quality's ("MDEQ") assessment and threatened assessment of penalties on

October 20, 2000 against Appellant Grade A-1 Stop, Inc. ("Grade A-1") for alleged failure to submit a Final Assessment Report ("FAR") pursuant to Natural Resources and Environmental Protection Act (NREPA) Part 213, regarding Grade A-1's filling station/convenience store at U.S. 41 in L'Anse, Michigan, ("Site") in order to avoid the expense and uncertainty of further litigation, and for no other purpose; and,

WHEREAS, the parties agree that the settlement of this matter on the terms and conditions described herein is in the best interest of both parties;

NOW, THEREFORE, the undersigned, in consideration of the foregoing, and of the promises and agreements set forth below, hereby agree, as follows:

1. **Dismissal of Litigation.** Grade A-1 shall dismiss the above-entitled matter as set forth in the Stipulation and Order for Dismissal attached as Exhibit 1.

2. **Disposition of Penalty Assessed October 26, 2000.** The October 26, 2000 assessment of penalties in the amount of \$102,200 is withdrawn, set aside and held for naught.

3. **Payment.** Grade A-1 shall pay to the MDEQ a compromised penalty of \$7,500, as follows: \$1,500 not later than June 1, 2003, and \$1000 not later than the first day of each month thereafter until the full amount is paid. The payment shall be made to the MDEQ at the following address:

Michigan Department of Environmental Quality
Financial and Business Services Division
P.O. Box 30657
Lansing, Michigan 48909-7657

Payment shall be made by certified check or money order bearing Settlement Identification # RRD3007 to assure appropriate processing.

4. **Additional Fines and Penalties.** The MDEQ agrees that it will not assess additional fines and penalties related to the failure to submit a NREPA compliant FAR, until

such time as the MDEQ provides written notice to Grade A-1 regarding whether the MDEQ, in its sole discretion, deems that the FAR that has been submitted subsequent to the initiation of this appeal does not comply with Section 21313a of NREPA Part 213. If the MDEQ determines that the FAR does not comport with the requirements of Section 21313a, penalties may be assessed pursuant to Section 21313a of Part 213. The MDEQ will provide Grade A-1 a notice letter not less than thirty days prior to the assessment of additional section 21313a penalties.

5. **Exempted Claims.** Notwithstanding anything else in this Agreement, the parties do not release, and retain, all rights to raise and/or litigate any issues that may arise in conjunction with Grade A-1's FAR, or to enforce the settlement terms.

6. **Disclaimer of Liability.** The parties agree that the consideration exchanged herein and the terms of this Agreement do not constitute and shall not be interpreted as an admission of liability by Grade A-1, and that this Agreement results from their desire to resolve outstanding disputed issues of law and fact.

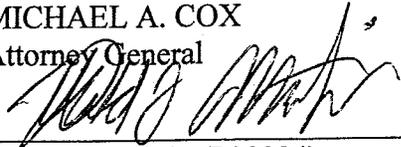
7. **Consultation with Attorney.** The parties represent, with their signatures, that they have read the terms of this Agreement in full, have had the opportunity to consult with their attorneys, understand the terms of this Agreement, and agree to be bound thereby in full. Those signing below in a representative capacity further affirm and verify that they are authorized to execute this Agreement on behalf of their respective principals, and that it is their principals' intent to be bound thereby in full.

8. **Complete Agreement.** The parties affirm that the only consideration of this Agreement are the terms stated above, that they have received no other promise or Agreement of any other kind to cause them to execute this Agreement, and that this is the complete Agreement of the parties.

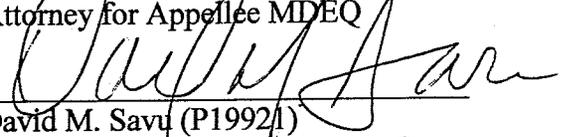
Respectfully submitted,

MICHAEL A. COX
Attorney General

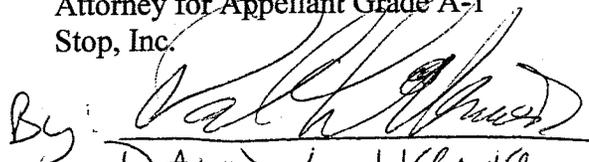
Dated: 6/9/03

By: 
Harold J. Martin (P39234)
Assistant Attorney General
Attorney for Appellee MDEQ

Dated: 5/29/03

By: 
David M. Savu (P19921)
Attorney for Appellant Grade A-1
Stop, Inc.

nr/ac/cases/open/2000/gradea-12000065483a/plead/settlementagreement.052703

By: 
DAVID L. UERNIA