

SETTLEMENT AGREEMENT

This settlement agreement is entered into in the matter of *Michigan Department of Environmental Quality v. Dykhouse Pickle Co., Inc., et al*, Tuscola County Circuit Court Docket No. 18-30240-CE, between Plaintiff, the Michigan Department of Environmental Quality ("MDEQ"), by its attorney, Attorney General Dana Nessel and Assistant Attorney General Zachary C. Larsen, and Defendants the Dykhouse Pickle Co. Inc., Arleen Dykhouse, individually and as trustee for the Arleen M. Dykhouse Trust, Barbara Kuhnle, and Roy Jobson, (collectively, "Defendants"), by its attorneys, Braun Kendrick Finkbeiner, P.L.C., (collectively, "the parties to this agreement"), as set forth below.

RECITALS

WHEREAS, the parties to this agreement are parties to litigation in a case titled *Michigan Department of Environmental Quality v. Dykhouse Pickle Co., Inc., et al*, Tuscola County Circuit Court Docket No. 18-30240-CE, ("the subject litigation");

WHEREAS, the MDEQ brought claims in that matter including but not limited to those under Part 31, MCL 324.3101, *et seq.*, Part 201, MCL 324.20101, *et seq.*, and Part 213, MCL 324.21301, *et seq.*, of the Natural Resources and Environmental Protection Act ("NREPA"), relating to the alleged sodium chloride and other contamination of a property located at 6201 Ormes Road in Vassar, Michigan, ("the subject property"), which was previously the site of a pickle processing and storage plant operated by Defendant Dykhouse Pickle Co. Inc; and

WHEREAS, the parties have agreed that it is in their best interest to enter into an economic settlement resolving the subject litigation with respect to all claims that were brought or could have been brought in that matter relating to Defendants' activities at the subject property; and

WHEREAS, the subject property is part of a facility as defined in MCL 324.20101(s);

NOW, THEREFORE, in consideration of the mutual promises contained herein, MDEQ and Defendants intending to be legally bound agree as follows:

AGREEMENT

1. The recitals noted above are incorporated as part of this Agreement.
2. Defendants shall pay \$150,000 ("the settlement amount") within 28 days of the date of this agreement in the manner described in Paragraph 4, below.
3. In exchange, MDEQ agrees to release Defendants of all civil claims that were brought or could have been brought in the subject litigation relating to the contamination of the subject property.
4. Payment of the settlement amount shall be made in the form of a certified check or cashier's check made payable to the "State of Michigan." Payment shall be sent to:

Accounting Services Center
Cashier's Office, Michigan Department of
Environmental Quality
P.O. Box 30657
Lansing, MI 48909-8157

To ensure proper credit, the check shall reference *Michigan Department of Environmental Quality v. Dykhouse Pickle Co., Inc.*, and Settlement Identification Number RRD50115.

5. The settlement amount shall be deposited in the Environmental Response Fund in accordance with the provisions of MCL 324.20108(3). To ensure that this settlement is implemented in accordance with the intent of the parties and in the public interest, the parties agree that settlement amount shall be designated by the MDEQ as authorized in Section 20108(3) of the NREPA for use specifically relating to the facility and shall only be used to perform response activities at the facility.

6. Upon receipt of Defendants' payment, the parties shall promptly file a Stipulation for Dismissal of the subject litigation with prejudice and without costs or attorney fees to any party.

7. The parties agree that this Agreement is the exclusive and complete agreement between the parties as to the resolution of the subject litigation and that it was entered into for the purpose of completely and finally resolving the subject litigation.

8. This Agreement shall become effective on the date that it is signed by both parties and their respective counsel, identified below.

9. The parties further agree that the Agreement cannot be amended without the express, written consent of both parties.

