

## SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is made by and between the Missouri Department of Natural Resources (hereinafter "the Department"), the Missouri Attorney General's Office (hereinafter "the Attorney General"), Bernard E. Menne (hereinafter "the Developer") and Harold and Pam Turner, Fred and Mary Gilman, Joe and Kim Dorenkamp, Curtis and Stefanie Thompson, Mark and Christine Gettings, and Kent Shriver, the members of Redwood Trails Recreational & Residential Housing Development (hereinafter "the Members"). The Department, the Attorney General, the Developer, and the Members are collectively referred to herein as the "Parties."

WHEREAS, Chris Koster is the duly elected, qualified, and acting Attorney General of the State of Missouri; and

WHEREAS, the Department director or his designee, on behalf of the Missouri Clean Water Commission, administers the provisions of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri, as amended from time to time; and

WHEREAS, Developer and the Members owns real property located in Redwood Trails & Recreational Housing Development (hereinafter "Redwood Trails") in Ralls County, Missouri; and

WHEREAS, in 2008, the Developer submitted a Request for Approval under 10 CSR 20-6.030 for Disposal of Wastewater in Residential Housing Development for Redwood Trails; and

WHEREAS, on March 31, 2008, the Department issued a Letter of Approval for the requested method of wastewater treatment for Redwood Trails (hereinafter, "2008 Approval Letter"); and

WHEREAS, the Department alleges that various violations of law occurred at Redwood Trails, which are outlined in Appendix A hereto, which is incorporated herein by reference; and

WHEREAS, on October 21, 2013, the Department issued a new approval letter (hereinafter “2013 Approval Letter”) that contained more stringent requirements for wastewater treatment for Redwood Trails. The 2013 Approval Letter superseded the 2008 Approval Letter; and

WHEREAS, Developer and the Members timely filed seven separate complaints with the Administrative Hearing Commission (hereinafter “the Commission”) appealing various provisions of the 2013 Approval Letter; and

WHEREAS, the Commission assigned the seven appeals the following case numbers: 13-2001 CWC, 13-2110 CWC, 13-2117 CWC, 13-2119 CWC, 13-2122 CWC, 13-2123 CWC and 14-2009; and

WHEREAS, the Commission consolidated all seven of the appeals and assigned Case No. 13-2001 CWC (hereinafter collectively “the Consolidated Appeals”); and

WHEREAS, the Department, the Attorney General, the Developer, and the Members desire to amicably resolve the Consolidated Appeals filed with the Administrative Hearing Commission to avoid the cost, inconvenience and risks of litigating the same by entering this Settlement Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Department, the Attorney General, the Developer, and the Members stipulate and agree as follows:

1. The provisions of this Agreement shall apply to and be binding upon the parties signing this Agreement, their agents, officers, servants and persons acting under, through or for the parties agreeing hereto, as well as their successors in interest and their successors in office. Further, each party signing this Agreement shall be responsible for insuring that their agents,

subsidiaries, affiliates, lessees, officers, servants, or any person or entity acting pursuant to, through, or for the parties adhere to the terms of this Agreement.

2. The Parties agree that the 2013 Approval Letter is hereby modified as follows:

I. APPROVAL CONDITIONS, ¶ 2 is deleted in its entirety and replaced with the following language:

2. The combination of a single family residence and recreational vehicle camping sites on an individual lot within the Redwood Trails Residential & Recreational Housing Development is not permitted in this approval, and is considered a violation of Missouri Clean Water Law and its regulations. For the purposes of this approval, a single family residence shall not include a “seasonal structure.”

II. APPROVAL CONDITIONS, ¶ 3 is deleted in its entirety and replaced with the following language:

3. The individual lots shall only be used for either:

- a. A single family residence and only one shall be constructed on a lot;
- b. Four (4) recreational vehicle camping sites, which may include provisions for potable drinking water, sanitary sewer collection, and electrical hook-up. The sites may or may not have a concrete pad; or
- c. Three (3) recreational vehicle camping sites and a seasonal structure. A “seasonal structure” is defined as a single story structure with a bathroom, kitchen space, washer and dryer hook-up, and open multi-use space. A seasonal structure may or may not have exterior walls.

III. APPROVAL CONDITIONS, ¶ 4 is deleted in its entirety and replaced with the following language:

4. If the nature of use on an individual lot is multiple recreational vehicle camping sites, there shall be no year-round living within any recreational vehicle or seasonal structure. Any lot that has a seasonal structure is required to have a deed restriction that the lot and structure are for seasonal use only. Lots with Seasonal structures must install full-size leach fields/lateral lines consistent with full-time use.

IV. APPROVAL CONDITIONS, ¶ 5 is deleted in its entirety and replaced with the following language:

5. Lots which have existing structures in place as of January 1, 2014, shall not be required to remove or modify structures to meet the definition in paragraph 3 above. However, any lot which has seasonal spaces, be they recreational vehicle camping sites or seasonal structures, shall not exceed a total of four (4) recreational vehicle sites or seasonal structures. In the event a lot has in excess of four (4) recreational vehicle sites and/or seasonal structures, the lot owner will be required to permanently disable a recreational vehicle site. For purposes of this Agreement, “permanently disabled” means that the potable water line to the recreational vehicle site is eliminated by removing and capping all above-ground piping and connections which would allow permanent water service to the recreational vehicle site and sewer collection line hook-ups. All other appurtenances may remain in place.

V. APPROVAL CONDITIONS, ¶ 15 is deleted in its entirety and replaced with the following language:

15. The developer and all lot owners shall file Deed Restrictions with the Ralls County Recorder’s Office, limiting the number of recreational vehicles that can utilize the individual lots to four (4) total seasonal-use sites or a single family residence. Pursuant to this approval letter, the Deed Restriction shall provide for either (a) a single family residence (one residence on one individual lot); (b) multiple recreational vehicle sites with a maximum of four (4) sites; or (c) three (3) recreational vehicle sites and a seasonal structure consistent with paragraph 3 of this Agreement.

3. This Agreement shall be effective when the Department has signed and dated the Agreement as the last party signing said Agreement. The Department shall promptly distribute copies of the fully-executed Settlement Agreement to other signatories.

4. The terms stated herein constitute the entire and exclusive agreement of the Parties. There are no other obligations of the Parties, be they expressed or implied, oral or written, except for those which are expressly set forth herein or may appear in the 2013 Approval Letter. This Agreement supersedes all previous memoranda of understanding, notes,

conversations, agreements, express or implied, with the exception of those included in the appealed 2013 Approval Letter. This Agreement may not be modified verbally.

5. The Developer, the Members, and the Department reserve the right to enforce this Agreement and to all other legal and equitable remedies available under Missouri law; except that, the Department and Attorney General agree not pursue or enforce against the Members any legal or equitable remedies with respect to alleged violations in Appendix A hereto.

6. This Agreement shall not be deemed as an admission by the Department, the Developer, or the Members in any proceeding.

7. The Developer and the Members agree to dismiss the Consolidated Appeal assigned Case No. 13-2001 CWC before the Administrative Hearing Commission of the State of Missouri upon full execution of this Agreement. Members who appealed the 2013 Approval Letter may join in this settlement by their attached signature.

8. Each of the Parties shall be responsible for their own costs and attorney's fees for the Consolidated Appeal assigned Case No. 13-2001 CWC and the settlement thereof.

9. This Agreement may be executed in any number of counterparts, all of which together shall constitute one original document. Facsimiles or electronic copies of signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

MISSOURI DEPARTMENT OF  
NATURAL RESOURCES

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_, 2014  
Date

CHRIS KOSTER  
ATTORNEY GENERAL OF MISSOURI

\_\_\_\_\_, 2014  
Assistant Attorney General Date

DEVELOPER:

\_\_\_\_\_, 2014  
Bernard E. Menne Date

MEMBERS:

\_\_\_\_\_  
Harold Turner  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Pam Turner  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Fred Gilman  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Mary Gilman  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Joe Dorenkamp  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Kim Dorenkamp  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Curtis Thompson  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Stefanie Thompson  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Mark Gettings  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Christine Gettings  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Kent Shriver  
Date: \_\_\_\_\_, 2014

CHRIS KOSTER  
ATTORNEY GENERAL OF MISSOURI

Assistant Attorney General \_\_\_\_\_, 2014  
Date \_\_\_\_\_

DEVELOPER:

Bernard E. Menne  
Bernard E. Menne \_\_\_\_\_, 2014  
Date 9-8-14

MEMBERS:

Harold Turner  
Date: \_\_\_\_\_, 2014

Pam Turner  
Date: \_\_\_\_\_, 2014

Lots  
14 & 15

Fred W. Gilman  
Fred Gilman  
Date: 9/8, 2014

Mary Gilman Lots 14 & 15  
Mary Gilman  
Date: 9/8, 2014

Joe Dorenkamp  
Date: \_\_\_\_\_, 2014

Kim Dorenkamp  
Date: \_\_\_\_\_, 2014

Lots  
11 & 18

Curtis Thompson  
Curtis Thompson  
Date: 9-10, 2014

Stefanie Thompson Lots 11 & 18  
Stefanie Thompson  
Date: 9-10, 2014

Mark Gettings  
Date: \_\_\_\_\_, 2014

Christine Gettings  
Date: \_\_\_\_\_, 2014

Kent Shriver  
Date: \_\_\_\_\_, 2014

Lot #2 Keith Turnbull  
Print Name: Keith Turnbull  
Date: 9/14, 2014

Karen Turnbull lot #2  
Print Name: Karen Turnbull  
Date: 9/14, 2014

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2014

[NAME]

lot #2

*[Signature]*  
RE Gilot

9/14, 2014  
Date

[NAME]

lot #2

*[Signature]*  
Geraldine Gilot

9/14, 2014  
Date

CHREN KOSTER  
ATTORNEY GENERAL OF MISSOURI

Assistant Attorney General

\_\_\_\_\_, 2014  
Date

DEVELOPER

Bernard F. Memie

9-8-14, 2014  
Date

MEMBERS:

Harold Turner  
Date: \_\_\_\_\_, 2014

Pam Turner  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Fred Gilman  
Date: \_\_\_\_\_, 2014

Mary Gilman  
Mary Gilman  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Kim Dorenkamp  
Date: \_\_\_\_\_, 2014

Kim Dorenkamp  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Stefanie Thompson  
Date: \_\_\_\_\_, 2014

Stefanie Thompson  
Date: \_\_\_\_\_, 2014

lot #3  
Mark C Gettings  
Mark C Gettings  
Date: 9-8-14, 2014  
Mark C Gettings

Christine Gettings  
Christine Gettings  
Date: 9-8-14, 2014  
Christine Gettings  
lot #3

\_\_\_\_\_  
Kent Shriver  
Date: \_\_\_\_\_, 2014

Lot #4 Rosemary Crawford  
Print Name: ROSEMARY CRAWFORD  
Date: 9/10, 2014

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2014

CHRIS KOSTER  
ATTORNEY GENERAL OF MISSOURI

\_\_\_\_\_, 2014  
Assistant Attorney General Date

DEVELOPER:

Bernard E. Menne \_\_\_\_\_, 2014  
Bernard E. Menne Date: 9-8-14

MEMBERS:

\_\_\_\_\_  
Harold Turner  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Pam Turner  
Date: \_\_\_\_\_, 2014

*Lot # 6*  
Fred W. Gilman  
Fred Gilman  
Date: 9/8, 2014

Mary Gilman Lot: 14 & 15  
Mary Gilman  
Date: 9/8, 2014

\_\_\_\_\_  
Joe Dorenkamp  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Kim Dorenkamp  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Curtis Thompson  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Stefanie Thompson  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Mark Gettings  
Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Christine Gettings  
Date: \_\_\_\_\_, 2014

*Lot # 6*  
Kent Shriver  
Kent Shriver  
Date: September 8, 2014

Lot #7

Brian C. Hauck  
Print Name: Brian C. Hauck  
Date: 9/9, 2014

Cynthia Hauck  
Print Name: Cynthia Hauck  
Date: 9-9, 2014

Lot #7

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2014

Dave Bush - Lot 13 - Kimi Bush

Print Name: Dave Bush  
Date: 9/10, 2014

Print Name: Kimi Bush  
Date: 9/10, 2014

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2014

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

MISSOURI DEPARTMENT OF  
NATURAL RESOURCES

John Markes

9/15, 2014  
Date

CHRIS KOSTER  
ATTORNEY GENERAL OF MISSOURI

Chris Koster

Assistant Attorney General

9/15, 2014  
Date

BERNARD E. MENNE

\_\_\_\_\_, 2014  
Date

[NAME]

\_\_\_\_\_, 2014  
Date

[NAME]

\_\_\_\_\_, 2014  
Date

[NAME]

\_\_\_\_\_, 2014  
Date

[NAME]

\_\_\_\_\_, 2014  
Date

BEFORE THE ADMINISTRATIVE HEARING COMMISSION  
STATE OF MISSOURI

HAROLD AND PAM TURNER and )  
FRED AND MARY GILMAN and JOE )  
AND KIM DORENKAMP and CURTIS )  
AND STEFANIE THOMPSON and )  
MARK AND CHRISTINE GETTINGS, )  
and KENT SHRIVER, and )  
BERNARD aka BUTCH MENNE, )  
 )  
Petitioners, )  
 )  
v. )  
 )  
MISSOURI DEPARTMENT )  
OF NATURAL RESOURCES, )  
 )  
Respondent. )

Case No. 13-2001 CWC

APPENDIX A TO SETTLEMENT AGREEMENT

The following is a list of the alleged violation(s) that may be the basis of a cause of action available to the Department of Natural Resources (“the Department”) and the Missouri Attorney General’s Office (“Attorney General”), as contemplated by § 644.076 RSMo. Pursuant to paragraph 6 of the Settlement Agreement, upon full execution of the Settlement Agreement, the Department and the Attorney General agree not to pursue a cause of action for the below violaton(s) against: Harold and Pam Turner, Fred and Mary Gilman, Joe and Kim Dorenkamp, Curtis and Stefanie Thompson, Mark and Christine Gettings, and Kent Shriver, (the “Members” as referenced in the Settlement Agreement).

1. Violation(s) of § 644.076.1 RSMo and Missouri Regulation 10 CSR 20-6.030(7)(B) by failing to comply with the conditions of the March 31, 2008 Approval Letter.