

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is made by and among the Missouri Attorney General's Office ("Attorney General"), the Missouri Department of Natural Resources ("Department"), and Southside Trail Estates, LLC. This agreement is deemed to be executed on the date this document is signed and dated by the Department.

On or about April 8, 2014, Southside violated § 644.051.1(1) RSMo by causing and permitting the discharge of stormwater from the Development into Little Bonne Femme Creek.

On or about April 8, 2014, Southside violated §§ 644.051.1(2) and 644.076.1 RSMo by discharging water contaminants in the form of sediment, soil runoff, and soil and rock particulate matter from the Development into Little Bonne Femme Creek.

On or about April 8, 2014, Southside violated § 644.076.1 RSMo and the conditions in the Permit by failing to implement and maintain Best Management Practices.

WHEREAS, the Department, the Attorney General, and Southside Trail Estates, LLC desire to amicably resolve all disputes or claims, which could be made against Southside Trail Estates, LLC for violations of the Missouri Clean Water Law and regulations.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Department, the Attorney General, and Southside Trail Estates, LLC agree as follows:

1. The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations and any persons acting under, through, or for the parties agreeing hereto.

2. Southside Trail Estates, LLC, in compromise and satisfaction of the allegations or claims relating to the above-referenced claimed violations, agrees, without admitting liability or fault, to pay the sum of \$4,000.00 as a civil penalty.

3. Southside Trail Estates agrees to pay the sum of \$817.58 in investigative costs to the State of Missouri.

4. Southside Trail Estates, LLC agrees to pay the \$4,000.00 civil penalty by check made payable to the "*State of Missouri (Boone County)*" and mailed along with the Settlement Agreement to: Collections Specialist, Missouri Attorney General Office, P.O. Box 899, Jefferson City, MO 65102-0889.

5. Southside Trail Estates, LLC agrees to pay \$817.58 investigative costs by check made payable to the "*State of Missouri*" and mailed along with

the Settlement Agreement to: Collections Specialist, Missouri Attorney General Office, P.O. Box 899, Jefferson City, MO 65102-0889.

6. The Department and the Attorney General agree not to bring or cause to be brought any civil action against Southside Trail Estates, LLC for penalties arising out of the above-referenced claimed violations of the Missouri Clean Water Law and/or regulations provided Southside Trail Estates, LLC complies with the terms herein.

7. Southside Trail Estates, LLC agrees to comply with the Missouri Clean Water Law and regulations and, in particular, to refrain from further violations of 644.051 RSMo, for all future operations.

8. The terms stated herein constitute the entire and exclusive agreement of the parties hereto. There are no other obligations of the parties, be they express or implied, oral or written, except those which are expressly set out in this Settlement Agreement. The terms of this Settlement Agreement supersede all previous memoranda of understanding, notes, conversations, and agreements whether express or implied. This agreement may not be modified orally.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as follows:

**SOUTHSIDE TRAIL ESTATES, LLC**

By: Robert Hill

Printed Name: Robert Hill

Title: General Managing Partner

Date: 5/19/16

**CHRIS KOSTER**  
Attorney General

By: Laura E. Elsbury  
**Laura E. Elsbury**  
Assistant Attorney General

Date: May 24, 2016

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**

By: John Madras

John Madras, Director  
Water Protection Program

Date: 6/6/16