

RECEIVED

OCT 01 1991

**WASTE FACILITY
SITING BOARD**

AGREEMENT

THIS AGREEMENT is entered into on this 9th day of September, 1991, by and between Winnebago County Solid Waste Management Board (hereafter "Winnebago"), having its principal place of business at 100 West County Road "Y", Oshkosh, Wisconsin 54901, the Town of Oshkosh, a municipal corporation located in Winnebago County, Wisconsin, and the Town of Oshkosh Local Negotiating Committee (hereafter collectively called "the Town"). This Agreement has been negotiated and is being executed by the parties pursuant to the provisions of Section 144.445 of the Wisconsin Statutes.

W I T N E S S E T H

WHEREAS, Winnebago has constructed a solid waste disposal facility ("the Landfill") on property located in the South 1/2 of Sec. 26, T19N, R16E, Town of Oshkosh, Winnebago County, more fully identified and described on the attached Exhibit A (hereinafter referred to as the "Landfill Site") for the deposit of paper mill sludge and municipal waste generated in Winnebago County, Wisconsin; and

WHEREAS, Winnebago also owns a parcel of land in the NE 1/4 of Sec. 35, T19N, R16E, Town of Oshkosh, Winnebago County, more fully identified and described on Exhibit A (the "Borrow Site"); and

WHEREAS, pursuant to Section 144.445(9), Wis. Stats., Winnebago and the Town have negotiated certain agreements relating to the Landfill Site; and

WHEREAS, the parties now wish to formalize their agreements as authorized by law;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto for and in consideration of the mutual promises herein contained as follows:

1. General

A. Term and Commencement Date.

1. The commencement date of this Agreement shall be the date first written above, being the date the last of the undersigned parties has executed this Agreement. However, Winnebago's obligations to make the payments to certain property owners shall commence as specified herein.

2. The term of this Agreement shall be equal to the site life of the Landfill, plus a closure period of twenty (20) years after landfilling at the Landfill Site ends, as set forth in Winnebago's Feasibility Report and the Plan of Operation, as approved by the Wisconsin Department of Natural Resources (hereinafter referred to as "DNR" or "the Department"). The Landfill design has an estimated site life of 15 years.

3. Notwithstanding the foregoing, the parties agree that Winnebago retains the right at any time to cease operation of the Landfill; this determination to be in the sole discretion of Winnebago. A decision by

Winnebago to cease operating the Landfill will not negate its obligations to comply with its closure plan then on file with the Wisconsin DNR and all other requirements imposed upon Winnebago by the Department.

B. Ownership.

1. The Landfill Site shall be owned by Winnebago, its successors and assigns, for the period of operation of the Landfill and for twenty (20) years after closure. The transfer of any part of the Landfill Site shall comply with the "transference of responsibility" provisions of Section 144.442, Wis. Stats., and with the proof of financial responsibility requirements of Section 144.443, Wis. Stats., so as to ensure the availability of funds for compliance with the closure and long-term care requirements set forth in the Plan of Operation and the requirements of this Agreement. Any such transfers also shall be subject to the provisions of this Agreement.

2. The Borrow Site shall not be used for landfill purposes, except for earth borrow, composting and recycling of solid wastes. In the event of a sale of the Borrow Site, the County shall impose the same restrictions on the future use of the land.

II. Local Approvals

A. The Town has acquiesced in requests by Winnebago for all necessary zoning changes and other required approvals under applicable ordinances for the construction and operation of the Landfill, together with necessary ancillary or related uses (e.g., operator's building) and access roads

to the Landfill. Consistent with the authority and obligations of the Town under applicable law, and subject to the procedures therein provided, the Town conducted meetings and made determinations which resulted in the Town acquiescing in the requests of Winnebago.

B. The Town agrees that this Agreement resolves to its reasonable satisfaction, under the restrictions and limitations imposed by Wisconsin Statutes § 144.445(9)(a), et. seq., all issues open to it for negotiation with Winnebago, based upon the facts and other information reasonably available to the Committee, or provided to it by affected residents of the Town.

III. Site Operation

A. General.

1. Winnebago shall operate the Landfill in accordance with its Landfill permit and its Plan of Operation, as they may, from time to time, be amended, and in accordance with applicable DNR rules.

2. Except for emergencies, the Landfill will normally be operated from Monday through Saturday each week. The site will be closed on Sundays and legal holidays.

3. Except for emergencies, normal hours of operation shall be from 7:00 A.M. to 3:00 P.M. Daily pre-operational and post-operational work normally will not begin before 6:30 A.M., and will not normally extend after 3:30 P.M. However, Landfill construction activities normally will be conducted during seasonal daylight hours and may, on occasion, be conducted after dark.

4. Except for Experimental Aviation Association (EAA) conventions, operations on days or at times not provided for in the two preceding paragraphs shall be permitted only upon the consent of the Town or its designee, which in good faith shall accommodate special circumstances. Such consent shall not be unreasonably withheld.

5. Except as provided herein, all waste deposited in the Landfill shall be covered daily in order to eliminate public litter and offensive odor and to maintain a clean and orderly site. All daily cover material shall permit free passage and gravity drainage of leachate. Sludge cells are exempt from daily cover, but shall be covered when necessary in order to minimize offensive odor.

6. Except for emergency short term use by Outagamie County in the event of operational interruptions or shortfalls, no solid wastes will be deposited from sources outside of Winnebago County unless the depositor first shall have obtained a permit from the Town. Town permits, fees and forfeitures for unpermitted deposits shall be provided by an ordinance to be enacted by the Town.

7. Winnebago shall provide daily inspection of the areas adjacent to the Landfill and of access routes. Winnebago shall also provide for prompt clean-up of windblown and/or spilled wastes. In addition, within 24 hours of notification by the Town, Winnebago shall clean up wastes on private properties, provided that such wastes came from the Landfill or from vehicles

enroute to the Landfill, and provided further that such wastes can safely and legally be removed within such time period.

8. The Town Board or its designee shall bring concerns about operations of the Landfill to the attention of the Winnebago Solid Waste Manager.

9. Winnebago shall indemnify and save harmless the members of the Town Board of the Town of Oshkosh, the members of the Town of Oshkosh Local Negotiating Committee, and the members of the Town of Oshkosh Monitoring Committee, if any, established pursuant to this Agreement, from any and all liability, loss or damage that they may suffer as a result of any proceeding or action against them for environmental pollution arising out of Winnebago's operation or use of the Landfill site, except for any liability, loss or damage resulting from any such person's intentional tort, wanton or willful act or misconduct. Winnebago's agreement to indemnify shall expire thirty (30) years after closure of the Landfill. Winnebago, at its option, may represent any person so indemnified, furnish counsel and control the legal proceedings, and any defense.

B. Roads.

1. Winnebago will use its diligent efforts to encourage and instruct truck drivers hauling solid wastes to the Landfill and leaving the Landfill Site to use U.S. Highways 41 and 45, and to refrain from using Brooks Road, Indian Point Road and Green Valley Road in the Town.

2. Winnebago shall construct, as the State shall permit or direct, highway improvements at the intersection of U.S. Highway 45 and West County Road Y which will facilitate ingress and egress from West County Road Y.

3. Appropriate traffic control signs will be placed and maintained at the entrance to the Landfill by Winnebago.

4. Winnebago shall post a sign readily visible to truck drivers delivering waste to the Landfill, advising them that their trucks must be leak-proof and covered during travel to and from the Landfill.

C. Fencing and Landscaping.

1. An eight-foot high cyclone fence shall be constructed around the Landfill Site, except on U.S. Highway 41 where an existing woven wire fence five feet in height is in place.

2. All fencing shall have gates, with locks, at all driveway access points.

3. Appropriate warning signs shall be posted as reasonably necessary in order to warn others of all hazards present on the property.

4. Evergreen tree lines shall be planted for visual screening in accordance with the table set forth below. To the extent reasonably practicable, considering the nature of the trees, available labor and weather conditions, all plantings shall be completed by December 15, 1991. If the County forester advises that some or all of the trees should be planted in the

Spring, all such plantings shall be completed by July 1, 1992. All plantings shall be replaced as required in the event of plant death or disease.

SUNNYVIEW LANDFILL TREE PLANTING PLAN	
Location Description	Recommended Planting
West County Road Y, north side of road right-of-way, from State Highway 45 to a point 1,000 ft. (excluding entrance area) west on Landfill Site.	Type: 6 ft. Evergreen Interval: 10 ft. Number: 100
State Highway 45, west side of highway right-of-way, from West County Road Y to a point 1,000 ft. south on Borrow Site.	Type: 6 ft. Evergreen Interval: 10 ft. Number: 100
South property line of Borrow Site, from State Highway 45 to a point 2,200 ft. west on Borrow Site.	Type: 18 In. Evergreen Interval: 10 ft. Number: 220
State Highway 45, west side of highway right-of-way, from West County Road Y to a point 3,800 ft. north on Landfill Site.	Type: 18 In. Evergreen Interval: 10 ft. Number: 380

D. Municipal Services.

1. The Town shall not be obligated to acquire any machinery or equipment to meet fire or other hazards which may occur from the operation of the site. If, or to the extent that any machinery or equipment is reasonably necessary to provide against such hazards, Winnebago shall provide the same at its sole expense.

2. The Town shall not be obligated to employ any personnel to meet fire or other hazards which may occur from the operation of the Landfill Site.

3. If the Town shall incur any expense in responding to any fire or other hazard at the Landfill Site, Winnebago shall reimburse the Town for all such expenses.

IV. Compensation

A. This Agreement has been negotiated pursuant to Section 144.445(9)(a) of the Wisconsin Statutes. The Town believes that the siting of Winnebago's Landfill under that statute, which is contrary to the desires of the Town and each of its residents who are affected, results in "damage" to the Town and certain other persons and entities. The Town has determined that certain persons and entities with interests in real property in the vicinity of the Landfill have suffered "substantial economic impacts" (the "Economic Impacts(s)") as a result of such "damages". Those persons and entities ("Impacted Persons") and the specific amounts of their Economic Impacts have not been agreed to by Winnebago, but Winnebago and the Town have agreed to the amount of Economic Impact in the aggregate upon the Town and all Impacted Persons. Pursuant to Section 144.445(8)(b)(1) of the Wisconsin Statutes, the parties to this Agreement have agreed that compensation shall be provided by Winnebago County to the Town on behalf of the Town and for its Impacted Persons.

B. Winnebago shall provide a lump-sum cash payment of Six Hundred Fifteen Thousand and no/100 Dollars (\$615,000.00) in full settlement of all Economic Impacts resulting from the siting and construction of the Landfill. Upon such payment Winnebago shall have no further obligation to make payments to the Town or to any person allegedly damaged or impacted by the siting or construction of the Landfill. The Town shall indemnify and hold Winnebago County and the Winnebago County Solid Waste Management Board, and their respective members, employees and agents, harmless from any and all claims, proceedings and suits (including any settlement reasonably approved by Winnebago of any such claim, proceeding or suit), judgments, damages, expenses and costs (including reasonable attorneys' fees) arising out of any claims, proceedings or suits for damages or any other cause or causes whatsoever resulting from the siting and/or construction of the Landfill.

C. The Town specifically acknowledges that if, or to the extent that, the result of any such claim, proceeding or suit requires a reallocation of the Economic Impacts which it has determined then, to the extent that the lump-sum payment provided for in this Article IV is insufficient by reason of prior distributions or expenditures, or otherwise, it may be required by such result to apply general funds of the Town to accommodate such required reallocation. Therefore, payments of Economic Impacts to Impacted Persons may be deferred until the Town reasonably believes that there are no such claims, suits or proceedings threatened. The Town may charge its costs of defense of any

such claim, suit or proceeding, including reasonable attorneys' fees, against the lump-sum payment as a part of its "damages" under Article V of this Agreement, irrespective of whether such charge requires a reallocation of other Economic Impacts.

D. Winnebago shall deposit its said lump-sum payment with Timothy M. Dempsey, as Escrow Agent, pursuant to the terms of the Escrow Agreement attached to this Agreement as Exhibit B and incorporated herein by reference. Any and all interest earned on the escrow account shall accrue and be payable to the Town or its designee. Payment to the Escrow Agent shall be made within thirty (30) days after final approval of this Agreement by the Winnebago County Solid Waste Management Board, the Town of Oshkosh Local Negotiating Committee and the Town Board of the Town of Oshkosh.

E. The Town shall deliver to the Escrow Agent an identification of Impacted Persons and the Economic Impact which it has determined for each of them, certified by the Town Clerk. The Town also shall deliver to each such Impacted Person a written waiver in the precise form set forth in Exhibit C, attached hereto and incorporated herein by reference. Thereafter, the Escrow Agent shall pay to each Impacted Person the amount of his, her, their or its identified Economic Impact at such time as the Escrow Agent receives from such Impacted Person a written waiver in the precise form set forth in Exhibit C. No funds shall be released by the Escrow Agent upon a waiver executed

with any variance from the form in Exhibit C, without the prior written approval of Winnebago or its legal counsel.

F. In the event any Impacted Person fails to execute and deliver a written waiver to the Escrow Agent in the precise form set forth in Exhibit C, within ninety (90) days after the last to occur of (1) delivery to the Impacted Person by personal service or certified mail, return receipt requested, of written notice of the provisions of this Agreement and of the respective Economic Impact, or (2) delivery to the Escrow Agent of the certified identification of Impacted Persons and Economic Impacts, then the Escrow Agent shall pay to the Town an amount equal to the Economic Impact so identified for such Impacted Person and shall have no further responsibility in that respect.

G. The Town shall have no authority to release or pay to any Impacted Person any monies for any Economic Impact received from the Escrow Agent unless such Impacted Person first shall have delivered to the Town Clerk a written waiver in the precise form set forth in Exhibit C. No monies shall be released upon a waiver executed with any variance from the form in Exhibit C without the prior written consent of Winnebago or its legal counsel.

H. Acceptance of any payment for Economic Impact by an Impacted Person shall not be deemed a waiver of any legal right said person may have to bring or participate in any legal action against Winnebago to remedy

environmental pollution or abate any nuisance alleged to be caused by operation of the Landfill, except that any such action shall not be the basis of attempting to obtain further payments from Winnebago for any alleged diminution of property values caused by the original siting and construction of the Landfill.

V. Payments to the Town

A. Winnebago has previously paid \$3,500.00 to the Town in partial payment of the Town's expenses incurred in the siting process.

B. The difference between the \$615,000.00 lump-sum payment provided for above and the total amount of Economic Impacts as determined by the Town (and certified to the Escrow Agent by the Town Clerk) shall belong to the Town, upon delivery to the Escrow Agent of: (1) the Town's certified identification of Impacted Persons and Economic Impacts, and (2) the Town's receipt for such monies. None of these monies may be released or paid to any Impacted Person, except upon receipt by the Town of all waivers required by paragraph IV.G. above.

C. If any Impacted Person fails to execute the documents necessary to obtain his or her Economic Impact payment from the Escrow Agent or has failed to cash his or her check in payment of such Economic Impact within six years after the last to occur of: (1) delivery to the Impacted Person by personal service or certified mail, return receipt requested, of written notice of the provisions of this Agreement and of the respective Economic Impact, or (2)

delivery to the Escrow Agent of the certified identification of Impacted Persons and Economic Impacts, the amount of the Economic Impact for such Impacted Person shall become the property of the Town and shall not escheat to the State.

VI. Monitoring and Security Revisions

A. Monitoring Committee. To the extent the Town lawfully delegates its authority and responsibility to monitor the operation and closing of the Landfill Site to a Monitoring Committee, Winnebago shall recognize such Committee as an agency of the Town and shall extend to the Committee all privileges otherwise granted to the Town by this Agreement or by Statute or administrative rule.

VII. Miscellaneous Provisions

A. Headings. Titles to paragraphs herein are for informational purposes only, except where necessary to obtain an understanding of the contents of the paragraph.

B. Succession. Each item of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, pursuant to Section 144.445(11), Wis. Stats.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and applicable federal laws.

D. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent (to the persons named below or their designated successors) by certified mail, return receipt requested, to Winnebago at:

Mr. Leonard Leverence
Winnebago County Solid Waste Manager
100 West County Road Y
Oshkosh, WI 54901

and to the Town of Oshkosh and the Town of Oshkosh Local Negotiating Committee at:

Town of Oshkosh
c/o Kay M. Ehlke, Town Clerk
5168 I Ah-Maytah
Oshkosh, WI 54901

E. Modification. This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments or alterations shall be effective unless signed by both parties.

F. Waiver. A waiver by one party of a breach or failure to perform this Agreement by another party shall not constitute a waiver of any subsequent breach or failure.

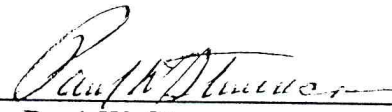
G. Provisions Severable. If any provision of this Agreement shall be finally held or declared by a court of competent jurisdiction, including any appellate court decision thereon, to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions hereof.

H. Force Majeure. No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this

Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, court order or binding determination of a governmental agency, or any cause outside the reasonable control of the party which has the duty to perform.

WINNEBAGO COUNTY SOLID
WASTE MANAGEMENT BOARD

By: 
Robert Grundman, Chairman

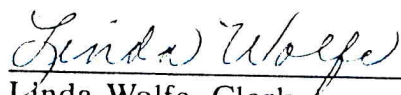
By: 
Paul W. Stevenson,
Winnebago County Executive

CERTIFICATION OF COUNTY CLERK

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

I, Linda Wolfe, County Clerk of Winnebago County, do hereby certify that the foregoing Agreement between the Winnebago County Solid Waste Management Board, the Town of Oshkosh Local Negotiating Committee, and the Town of Oshkosh was duly adopted and approved by the Winnebago County Solid Waste Management Board at a meeting, properly noticed under the Wisconsin Open Meeting Law, which was held on January 17, 1991.

Dated this 9th day of September, 1991.


Linda Wolfe, Clerk

TOWN OF OSHKOSH:

By: [Signature]
Gerald R. Frey
Chairman of Town Board

By: [Signature]
James Merten, Jr.
Supervisor

By: [Signature]
Edwin Mendels
Supervisor

TOWN OF OSHKOSH LOCAL NEGOTIATING COMMITTEE:

By: [Signature]
Maureen Thorfinnson
Chairman

By: [Signature]
Gerald R. Frey, Member

By: [Signature]
Robert Schmiedel, Member

By: [Signature]
Jim Jenks, Member

CERTIFICATION OF TOWN CLERK

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

I, Kay M. Ehlke, Clerk of the Town of Oshkosh, do hereby certify that the attached Agreement between the Winnebago County Solid Waste

Management Board, the Town of Oshkosh Local Negotiating Committee, and the Town of Oshkosh was duly adopted and approved by the Town of Oshkosh Local Negotiating Committee at a meeting held on August
16, 1991, which was properly noticed under the Wisconsin Open Meeting Law, and was duly adopted and approved by the Town Board of the Town of Oshkosh at a meeting properly noticed under the Wisconsin Open Meeting Law, held on August 19, 1991.

Dated this 3rd day of September, 1991.

Kay M. Ehlke
Kay M. Ehlke,
Town Clerk

"LANDFILL SITE"

That portion of the South 1/2 of Section 26, Town 19 North, Range 16 East, in the Town of Oshkosh, Winnebago County, Wisconsin, lying easterly of U. S. Highway 41.

"BORROW SITE"

Parcels 1 and 2 as hereinafter described, lying South of West Sunnyview Road, containing 97.835 acres, all located in Section 35, Township 19 North, of Range 16 East, in the Town of Oshkosh, Winnebago County, Wisconsin:

Parcel 1

The North 1/2 of the Northeast 1/4 Section of 35 - 19 - 16, in the Town of Oshkosh, excepting therefrom that portion thereof included within the limits of U. S. Highway No. 45 and also excepting therefrom that portion thereof heretofore conveyed to State of Wisconsin, Department of Transportation by Deed recorded as Document No. 531243 and Document No. 531245.

Parcel 2

The North 1/2 of the North 1/2 of the South 1/2 of the Northeast 1/4 of Section 35 - 19 - 16, in the Town of Oshkosh, excepting therefrom that portion thereof included within the limits of U. S. Highway No. 45.

ESCROW AGREEMENT

This Escrow Agreement is entered into as of this 9th day of September, 1991, by and among Timothy M. Dempsey (hereafter the "Escrow Agent"), Winnebago County Solid Waste Management Board (hereafter "Winnebago"), the Town of Oshkosh, a municipal corporation located in Winnebago County, Wisconsin, and the Town of Oshkosh Local Negotiating Committee (hereafter collectively called the "Town").

WITNESSETH:

WHEREAS, Winnebago and the Town have negotiated and formalized certain agreements relating to a Landfill Site in a document dated September, 1991, hereafter referred to as the "Agreement"; and the parties have provided in the Agreement that compensation shall be provided by Winnebago to the Town and certain persons ("Impacted Persons") determined by the Town to have been affected by the siting of the Landfill;

WHEREAS, Winnebago shall provide a lump-sum cash payment of \$615,000.00 (the "Funds"), which will be placed in an interest-bearing account with the Escrow Agent until such time as the Escrow Agent is required to release the Funds to the Impacted Persons and/or to the Town; and

WHEREAS, the Escrow Agent has consented to act as escrow agent subject to the conditions and requirements set forth hereinafter;

NOW THEREFORE, in consideration of the provisions hereinafter set forth, the Escrow Agent, Winnebago, and the Town do hereby agree as follows:

Section 1. Appointment of Escrow Agent

The parties hereby appoint Timothy M. Dempsey as Escrow Agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

Section 2. Funds.

Winnebago shall pay the Funds to the Escrow Agent pursuant to the Agreement. Upon such payment, Winnebago shall have no further obligation to make payments to the Town or to any persons allegedly damaged or impacted by the siting and construction of the Landfill.

Section 3. Escrow Account

Section 3.1 The Escrow Agent shall cause to be opened one or more interest-bearing accounts (the "Escrow Account") at one or more financial institutions chosen by Escrow Agent. The Escrow Agent shall cause the Funds received pursuant to Section 2 to be deposited in the Escrow Account. Risk of loss of the Funds shall be borne by the Town.

Section 3.2 Interest earned from the time the funds have been collected until the close of business on the date the proceeds or any portion thereof are released to the Impacted Persons or to the Town shall be held in trust for the Town, and shall be available to the Town, according to the conditions established by the respective financial institution.

Section 4. Disposition of Proceeds.

Section 4.1 The Town shall determine the Impacted Persons and the amount of the Funds to which each Impacted Person is entitled ("Economic Impact"). The Town shall give the notice called for in the Agreement and described in Section 4.3 below; and the Town shall deliver to the Escrow Agent a certification setting forth the names and addresses of the Impacted Persons, their respective Economic Impacts, the property or business to which the Economic Impact relates, and the date said notice was personally served on, or mailed to, each Impacted Person.

Section 4.2 Each Impacted Person shall execute and deliver to the Escrow Agent a written waiver in the precise form set forth in Exhibit 1 attached hereto. Upon receipt of such a waiver duly executed by each owner (Impacted Person) of a property or business determined by the Town to have been affected by the siting of the Landfill, Escrow Agent shall cause to be paid to such Impacted Person(s) that portion of the Funds equal to his or her Economic Impact. No funds shall be released upon a waiver executed with any variance from the form in Exhibit 1, unless such waiver is approved by Winnebago or its legal counsel.

Section 4.3 In the event any Impacted Person fails to execute and deliver a written waiver to the Escrow Agent in the precise form set forth in Exhibit 1 within ninety (90) days after the last to occur of: (1) delivery to the Impacted Person by personal service or certified mail, return receipt requested, of written notice of the provisions of the Agreement and of the respective Economic Impact, or (2) delivery to the Escrow Agent of the certified identification of Impacted Persons and Economic Impacts, then the Escrow Agent shall pay to the Town of Oshkosh, an amount equal to the Economic Impact identified for such Impacted Person. Within fifteen (15) days after such

ninety-day period has expired, the Escrow Agent shall pay over to the Town all that portion of the Funds remaining in the Escrow Account, plus any accrued but undistributed interest; and the Town shall give its receipt therefor. The duties of the Escrow Agent shall thereupon terminate, except for delivery of the certification called for in Section 5 below. The duties and obligations of the Town, with respect to such Funds, are set forth in the Agreement.

Section 4.4 The difference between the \$615,000.00 lump-sum payment provided for above and the total amount of Economic Impacts as determined by the Town (and certified to the Escrow Agent by the Town Clerk) shall belong to the Town, and shall be paid to the Town upon delivery to the Escrow Agent of: (1) the Town's certification called for in Section 4.1 above, and (2) the Town's receipt for such monies.

Section 4.5 If any Impacted Person fails to execute the documents necessary to obtain his or her Economic Impact payment from the Escrow Agent or has failed to cash his or her check in payment of such Economic Impact within six years after the last to occur of: (1) delivery to the Impacted Person by personal service or certified mail, return receipt requested, of written notice of the provisions of the Agreement and of the respective Economic Impact, or (2) delivery to the Escrow Agent of the certified identification of Impacted Persons and Economic Impacts, the amount of the Economic Impact for such Impacted Person shall become the property of the Town and shall not escheat to the State.

Section 5. Maintenance of Records.

The Escrow Agent shall maintain accurate records of all transactions hereunder. Promptly after the termination of escrow, the Escrow Agent shall provide the Town with a complete copy of such records, certified by the Escrow Agent to be a complete and accurate account of all such transactions. The Town shall also have access to such books and records relating to the Escrow Account at all reasonable times during normal business hours upon reasonable notice to the Escrow Agent.

Section 6. Compensation of Escrow Agent.

The Town shall be responsible for any fees charged by Escrow Agent.

Section 7. Further Assurances.

From time to time, on and after the date hereof, the other parties hereto shall deliver, or cause to be delivered, to the Escrow Agent such further documents and instruments and shall do any further acts, or cause such further

acts to be done as the Escrow Agent shall reasonably request (it being understood that the Escrow Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Escrow Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

Section 8. Termination of Agreement and Resignation of Escrow Agent.

Section 8.1 This Escrow Agreement shall terminate on the final disposition of the monies held in escrow hereunder, provided that the rights and obligations of the parties hereto shall survive the termination hereof.

Section 8.2 The Escrow Agent may resign at any time and be discharged from his duties as escrow agent hereunder by giving the other parties hereto at least fifteen (15) days' notice thereof. As soon as practicable after his resignation, the Escrow Agent shall turn over to a successor escrow agent appointed by the other partners in the Oshkosh, Wisconsin law firm of Dempsey, Magnusen, Williamson & Lampe (or its successor) all monies and property held hereunder (less such amount as the Escrow Agent is entitled to retain pursuant to Section 6) upon presentation of the document appointing the new escrow agent and his acceptance thereof. If no new Escrow Agent is appointed within a 30-day period following such notice of resignation, the Escrow Agent may deposit the aforesaid monies and property with the Clerk of Courts for Winnebago County, Wisconsin.

Section 8.3 In the event of the death or incapacity of the Escrow Agent, the other partners in the Dempsey firm referred to in Section 8.2 (or its successor firm) shall appoint a successor escrow agent within thirty (30) days of such death or incapacity.

Section 9. Notices.

Except for notices to the Impacted Parties, all notices, requests, demands and other communications provided for herein shall be in writing, shall be delivered by hand or by certified mail, return receipt requested with postage prepaid, shall be deemed given when received and shall be addressed to the parties hereto at their respective addresses listed below or to such other persons or addresses as the relevant party shall designate from time to time in writing delivered in like manner:

If to Winnebago:

Mr. Leonard Leverage
Winnebago County Solid Waste Manager
100 West County Road Y
Oshkosh, WI 54901

If to the Town:

Town of Oshkosh
c/o Kay M. Ehlke, Town Clerk
5168 I Ah-Maytah
Oshkosh, WI 54901

If to the Escrow Agent:

Timothy M. Dempsey, Esq.
Dempsey, Magnusen, Williamson & Lampe
P.O. Box 886
Oshkosh, WI 54902

Section 10. Miscellaneous.

Section 10.1 This Escrow Agreement and the rights and obligations hereunder of the other parties hereto may be assigned by those parties only to a successor to the relevant party's entire business. This Escrow Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns. No other person shall acquire or have any right under, or by virtue of, this Escrow Agreement. This Escrow Agreement may not be changed orally or modified, amended or supplemented without an express written agreement executed by the Escrow Agent and the other parties hereto.

Section 10.2 This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The representations and warranties contained in this Escrow Agreement shall survive the execution and delivery hereof and any investigation made by any party. The headings in this Escrow Agreement are for the purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

TOWN OF OSHKOSH

*TOWN OF OSHKOSH LOCAL
NEGOTIATING COMMITTEE*

By: /s/ Gerald R. Frey
Gerald R. Frey, Chairman
Town Board of Oshkosh

By: /s/ Maureen Thorfinnson
Maureen Thorfinnson
Chairman

*WINNEBAGO COUNTY SOLID
WASTE MANAGEMENT BOARD*

ESCROW AGENT

By: /s/ Robert Grundman
Robert Grundman
Chairman

/s/ Timothy M. Dempsey
Timothy M. Dempsey

By: /s/ Paul W. Stevenson
Paul W. Stevenson
Winnebago County Executive

Return to:
DeWitt, Porter, Huggett,
Schumacher & Morgan, S.C.
2 East Mifflin, Suite 600
Madison, WI 53703

Recording Data:

WAIVER AND RELEASE OF CLAIMS FOR DAMAGES

[Legal Description]

RE: _____

Tax Parcel No.: _____, Town of Oshkosh, Winnebago
County, Wisconsin.

The undersigned Owner(s) of the above described real property in the Town of Oshkosh, Winnebago County, Wisconsin for themselves, their heirs, successors and assigns, in consideration of _____ Dollars (\$ _____) and other good and valuable consideration in hand paid, do hereby unconditionally release and forever discharge the Town of Oshkosh, Winnebago County, Wisconsin; the Town of Oshkosh Local Negotiating Committee, the Winnebago County Solid Waste Management Board and the County of Winnebago, Wisconsin, their present and former officers, agents, employees, contractors and insurers, heirs, successors and assigns, from any and all claims for damages, loss of profits, costs, charges, fees, judgments or performances they may have at the time of execution of this Release based upon any and all causes of action, common law actions, statutory actions, suits, proceedings, whether known or unknown, in law or equity, under any legal theory, including, but not limited to, inverse condemnation, breach of contract or statutory duty, negligence, trespass, nuisance, unjust enrichment, whether occurring to themselves or to the property above described which they now have or claim, or may at any time heretofore have had or claimed to have had, and which directly or indirectly arise out of, result from or are caused by the siting or construction, of the Winnebago County Sunnyview Landfill.

Acceptance of the consideration set forth above shall not be deemed a waiver of any legal right the undersigned may have to bring or participate in any legal action against Winnebago County and/or the Winnebago County Solid Waste Management Board to remedy environmental pollution or abate any nuisance alleged to be caused

by operation of the Sunnyview Landfill, except that any such action shall not be the basis for attempting to obtain further payments from Winnebago County or the Winnebago County Solid Waste Management Board for any alleged diminution of property values caused by the original siting and construction of the Sunnyview Landfill.

The undersigned further specifically acknowledge and agree that the sum set forth above as consideration is subject to modification, including reduction, in the event of any reallocation of Economic Impacts under an Agreement dated _____ September 9, 1991 among the municipalities referred to above. Such modification or reduction may be made only if payment of the said sum has not been made, and then only if such modification or reduction is made in parity with other Impacted Persons under the said Agreement.

Witnesses:

Owner(s):

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: _____ Date _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

Personally came before me this _____ day of _____, 1991, the above-named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is/expires: _____

This Instrument Drafted By:
Jean G. Setterholm, Esq. and
Stuart C. Herro, Esq.
DeWitt, Porter, Huggett,
Schumacher & Morgan, S.C.
2 East Mifflin Street, Suite 600
Madison, Wisconsin 53703

Return to:
DeWitt, Porter, Huggett,
Schumacher & Morgan, S.C.
2 East Mifflin, Suite 600
Madison, WI 53703

Recording Data:

WAIVER AND RELEASE OF CLAIMS FOR DAMAGES

[Legal Description]

RE: _____

Tax Parcel No.: _____, Town of Oshkosh, Winnebago
County, Wisconsin.

The undersigned Owner(s) of the above described real property in the Town of Oshkosh, Winnebago County, Wisconsin for themselves, their heirs, successors and assigns, in consideration of _____ Dollars (\$ _____) and other good and valuable consideration in hand paid, do hereby unconditionally release and forever discharge the Town of Oshkosh, Winnebago County, Wisconsin; the Town of Oshkosh Local Negotiating Committee, the Winnebago County Solid Waste Management Board and the County of Winnebago, Wisconsin, their present and former officers, agents, employees, contractors and insurers, heirs, successors and assigns, from any and all claims for damages, loss of profits, costs, charges, fees, judgments or performances they may have at the time of execution of this Release based upon any and all causes of action, common law actions, statutory actions, suits, proceedings, whether known or unknown, in law or equity, under any legal theory, including, but not limited to, inverse condemnation, breach of contract or statutory duty, negligence, trespass, nuisance, unjust enrichment, whether occurring to themselves or to the property above described which they now have or claim, or may at any time heretofore have had or claimed to have had, and which directly or indirectly arise out of, result from or are caused by the siting or construction, of the Winnebago County Sunnyview Landfill.

Acceptance of the consideration set forth above shall not be deemed a waiver of any legal right the undersigned may have to bring or participate in any legal action against Winnebago County and/or the Winnebago County Solid Waste Management Board to remedy environmental pollution or abate any nuisance alleged to be caused

by operation of the Sunnyview Landfill, except that any such action shall not be the basis for attempting to obtain further payments from Winnebago County or the Winnebago County Solid Waste Management Board for any alleged diminution of property values caused by the original siting and construction of the Sunnyview Landfill.

The undersigned further specifically acknowledge and agree that the sum set forth above as consideration is subject to modification, including reduction, in the event of any reallocation of Economic Impacts under an Agreement dated _____
September 9, 1991 among the municipalities referred to above. Such modification or reduction may be made only if payment of the said sum has not been made, and then only if such modification or reduction is made in parity with other Impacted Persons under the said Agreement.

Witnesses:

Owner(s):

By: _____
 Name: _____ Date _____
 Title: _____

By: _____
 Name: _____ Date _____
 Title: _____

STATE OF WISCONSIN)
) ss.
 COUNTY OF WINNEBAGO)

Personally came before me this _____ day of _____, 1991, the above-named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission is/expires: _____

This Instrument Drafted By:
 Jean G. Setterholm, Esq. and
 Stuart C. Herro, Esq.
 DeWitt, Porter, Huggett,
 Schumacher & Morgan, S.C.
 2 East Mifflin Street, Suite 600
 Madison, Wisconsin 53703