

## MEMORANDUM OF AGREEMENT

The Parties being Monroe County, Indiana and Monroe County Plan Commission (collectively the "County") and William J. Huff, II, as Trustee of the William J. Huff, II Revocable Trust Declaration, Dated June 28, 2011, and Nicole E. Huff, as Trustee of the Nicole E. Huff Revocable Trust Declaration, Dated June 28, 2011 (collectively, "the Huffs"), Cause Number 53C06-1905-PL- 001125, with a desire to resolve the lawsuit at issue in this matter engaged in a mediation. The County and Huffs collectively shall be referred to as "the Parties."

The Parties hereby agree to the following:

1. The County will not take any action concerning past logging activities.
2. The County MS4 Coordinator and an Engineer chosen by the Huffs will jointly assess the current status of erosion control on the Huff Property relating to the Huffs' activities. If no instances of non-compliance are found, no further action is required. If instances of non-compliance are found, the MS4 Coordinator and the Engineer will agree to a remedy, which will be implemented by the Huffs. If the MS4 Coordinator and the Engineer are unable to agree to a remedy, the Huffs will work with the Assistant Planning Director to resolve the dispute. If the Huffs and the Assistant Planning Director cannot agree, the matter will be subject to mediation.
3. The Planning Director will delegate all such duties with respect to the Huff Property except as such duties are non-delegable under Indiana Law to the Assistant Director.
4. To determine the Urban Area of the Huffs' property, Chou-il Lee will produce a map of the "urban area" that complies with IC 36-7-4-1103, subject to County agreement. The accepted map will be used for purposes of future development of the Huff Property
5. The County will not engage in any extraordinary communication with State or Federal agencies regarding the Huff Property. This does not apply to communications made in the normal course of performing duties required by statute or ordinance.
6. The County will not advocate against the issuance of permits by IDEM, DNR, or the Army Corps of Engineers with respect to the Huff Property.
7. The Huffs agree that prior to beginning any residential, commercial, non-agricultural construction, the Huffs will seek all necessary permits.
8. At the conclusion of the processes described in number 2 above, the County will issue a press release that states: The County has reached an agreement with the Huffs to resolve the lawsuit. The County has determined that the site is in compliance with all County erosion control requirements and does not pose a threat to the Monroe County water supply.
9. The County will dismiss its claims against the Huffs.

10. The Huffs will dismiss their counterclaim against the County.
11. The Parties agree that any disputes arising from the application or enforcement of this Settlement Agreement or underlying facts will be resolved by mediation.
12. The County's Insurance Carrier and the County will pay a total of fifty thousand (\$50,000.00) dollars to settle the Huffs' counterclaim.
13. The parties will execute mutual general releases which will include all claims against the Huffs and all claims against Monroe County, its officials, agents, and employees. The releases will not include any admissions of liability by either party.

Attorneys for the Huffs

Attorneys for the County

---

Chou-il Lee, #21183-53

---

David Schilling, #2255-12

---

Manuel Herceg, #29956-06

---

Lee Baker, #19257-53

Attorney for County's Insurance Carrier

---

Casey C. Stansbury

Dated: October 1\_, 2020.