

United States Environmental Protection Agency Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733

SETTLEMENT AGREEMENT AND RELEASE

This agreement is entered into by and between _____ [chat owner name]
and the United States Environmental Protection Agency (EPA) (hereinafter the
Parties).

WHEREAS, approximately _____ [*select as appropriate: tons or
cubic yards*] of the gravel-like mine tailings known as "chat" (hereinafter the Chat)
are located at _____ [*insert address and property description*]
(hereinafter the Property), and the Chat is owned [*add if appropriate: in part*] by [chat
owner name(s)] _____ (hereinafter the Chat Owner(s)); and

WHEREAS, to protect human health and the environment, EPA's Tar Creek
Superfund Site Operable Unit 4 Record of Decision (hereinafter the ROD), authorized
under Section 104 (42 U.S.C. § 9604) of the Comprehensive Environmental
Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*,
calls for the excavation of source materials including chat down to native soil; and

WHEREAS, the Parties, the Chat Owner(s) and EPA, mutually agree that
excavation and disposal of the chat at the Property provides protection of human
health and the environment from the contaminants found in the chat;

NOW THEREFORE, in consideration of the mutual covenants, promises and
conditions and terms to be kept and performed as recited herein, the Parties hereto
agree as follows:

1. Once EPA has obtained access to the Property, EPA may excavate the chat, place it in an appropriate truck and remove it from the Property for disposal in a manner consistent with the ROD as determined by EPA.

2. The Chat Owner(s) agree that, under the terms of this Agreement, the Chat Owner(s) are being adequately compensated for any value that the [*if the Chat Owners that are signing only own part of the chat change "the" to: "their part of the"*] Chat may have. Specifically, the Chat Owner(s) agree that the actions that EPA will undertake to excavate, transport, and dispose of the Chat are adequate compensation for any value that the Chat may have.

3. The Chat Owners [*if not all chat owners are signing this release, add the following: "to the extent of our right, title, and interest in the property"*] release the United States, EPA, the U.S. Department of the Interior, including each of its bureaus and instrumentalities, and the State of Oklahoma, and their employees, agents, contractors and representatives from any and all claims arising out of or connected with, directly or indirectly, the Chat.

4. Any notice or communication required or permitted under this Agreement shall be deemed to have been given if in writing and either delivered personally or mailed by first class, registered, or certified mail, as follows:

If to the Chat Owner(s):

Chat owners address

Telephone Number: _____
E-Mail: _____

If to EPA:

_____ (MAIL CODE)
Remedial Project Manager
1445 Ross Avenue
Dallas, TX 75202-2733
Telephone Number: _____
E-Mail: _____

A Party may change the address to which such communications are to be directed by giving written notice to the other party in the matter prescribed in this paragraph.

5. This Agreement, along with any exhibits and amendments hereto that are signed by all Parties, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties acknowledge and represent that they have not relied on any representation, assertion, or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

6. Each of the undersigned warrants that he or she is fully authorized to enter into the terms and conditions of this agreement and to execute and legally bind such Party to this document.

7. This Agreement may be amended, modified or terminated only by written instrument or written instruments signed by both parties hereto. No oral comment nor act or course of dealing shall be construed to constitute an amendment, modification or termination of this Agreement.

This agreement is entered into and made effective the _____ day of _____ 20__.

FOR THE CHAT OWNERS:

[TYPE NAME HERE]

Date

[TYPE NAME HERE]

Date

[If the chat is restricted Indian chat, please add the following:

Approved by the Superintendent of the Quapaw Indian Agency on behalf of the Secretary of the Interior:

[TYPE NAME HERE]

Date]