

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA
RESOLUTION NO. 12-20-93

A RESOLUTION AUTHORIZING THE
SETTLEMENT OF PENDING LITIGATION

WHEREAS, The Town of St. John, Lake County, Indiana, is a Party in the separate Law Suits pending, first, in the U.S. District Court for the Northern District of Indiana, Hammond Division, in the Cause entitled Vincent Casboni, Matthew Casboni and Anthony Paul Casboni vs. The Town of St. John, Indiana, a Municipal Corporation, The Town of St. John Board, et al., docketed under Civil Number H89-0208, and second, in the Case entitled Vincent, Matthew and Anthony Paul Casboni, Third-Party Plaintiffs vs. The Town of St. John, et al. Third-Party Defendant, pending in the Jasper Superior Court under Cause Number CP-86-3-351, and third, in the Indiana Court of Appeals Case entitled Vincent Casboni, Matthew Casboni and Anthony Casboni, Appellants/Third-Party Plaintiffs, vs. The Town of St. John, Indiana, the Town of St. John Plan Commission, et al., docketed under Court of Appeals Cause Number 37A03-9209-CD-292; and

WHEREAS, these legal proceedings have been instituted as a result of allegations by other Parties to the Litigations of violations of the Federal Clean Water Act, as well as pendent State Court Claims (in the United States District Court), as well as similar type claims in the State Court Litigation Proceedings; and

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana, for and on behalf of the Town of St. John, has denied the allegations of violations of the Federal Clean Water Act, as well as all other claims of all other Parties to the pending Law Suits, and further, have defended the Town Council, the Town of St. John, Lake County, Indiana, a Municipal Corporation, and all entities of Town Government from the claims and allegations stated in the various pending Law Suits by all other Parties; and

WHEREAS, the various Law Suits pending have been litigated by the Parties, and would likely result ultimately in a Trial on the merits of the claims of the Parties whereby all Parties to the various related pending Law Suits would be required to expend considerable additional resources and expenses; and

WHEREAS, the various Parties to the several pending Law Suits have negotiated an amicable settlement and resolution of all pending claims and disputes in the various Law Suits, Appellate Proceedings, and other Court Proceedings in the actions described hereinabove, and further, to end the prospect of future litigation and disputes as a result of the flow of water and sediments from the drainage shed North of Larmier Park Pond through and upon the property of the Casboni Brothers based upon the conditions heretofore and currently existing and in order to be fiscally responsible to the residents of the Town of St. John, and to do so without admitting liability or responsibility as to any of the

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

VINCENT CASBONI, MATTHEW CASBONI,
and ANTHONY PAUL CASBONI,

Plaintiffs

-vs-

CIVIL NO. H89-0208

THE TOWN OF ST. JOHN, INDIANA,
a municipal corporation, THE TOWN
OF ST. JOHN BOARD, STEPHAN
DeLAURO, KIMBERLY DeLAURO, RICHARD
BATWIN, SHARON BATWIN, JERRY A.
MATLON, JERRI L. MATLON, BERNARD
BARNES, MARY BARNES, MARK T.
THURSBY, NANCY E. THURSBY,
AMBROSE H. TOWE, CAROL L. TOWE,
RICHARD C. PHILIPS, MARY J.
PHILIPS, ROSEMARIE VALLIGAN,
JOHN TROPSIC, BARB TROPSIC, and
THE ESTATE OF VARDGAS MALOIAN and
VIRGINIA P. MALOIAN,

Defendants

* * * * *
STATE OF INDIANA)
COUNTY OF JASPER)

IN THE JASPER SUPERIOR COURT
SS:
SITTING AT RENSSELAER, INDIANA

MICHAEL L. MUENICH and
DEBRA T. MUENICH,

Plaintiffs

-vs-

CAUSE NO. CP-86-3-351

VINCENT, MATTHEW and
ANTHONY CASBONI,

Defendants

* * * * *
VINCENT, MATTHEW and
ANTHONY CASBONI,

Counter-Claimants

-vs-

MUTUAL RELEASE OF ALL CLAIMS

The undersigned, for and in consideration of the mutual covenants and agreements contained in the Settlement Agreement entered by and between the parties hereto, and other good and valuable consideration, the receipt of which is expressly acknowledged, do hereby mutually release and discharge each other from any and all claims, demands, actions, causes of action, and rights of action of whatsoever kind, nature, or description which they ever had or now have against the other with respect to the water course, flowage of waters and the substances and materials contained in said waters all as is more specifically described in the claims, counter-claims, cross-claims and third-party claims in the actions captioned above.

It is further understood and agreed that this Release is intended to cover, and does cover, all said actions, causes of action, claims and demands for, upon, or by reason of any damage, loss or injury, or related claim, whether now known or unknown, which may be traced either directly or indirectly to the aforementioned matters, whether now present or such as may appear at any time in the future, so long as the subject matter of same existed on or before the date of this Release, no matter how remotely they may be related to the aforesaid matters.

This Release is executed with the full knowledge and understanding on the part of each party executing it that there may be more serious consequences, damages or injuries as a result of the

captioned legal proceedings.

The Town of St. John, Lake County, Indiana, and Vincent Casboni, Matthew Casboni and Anthony Casboni, further acknowledge and agree that the terms, conditions and covenants contained in this Mutual Release of All Claims and the Settlement Agreement executed by them shall exclude the pending litigation existing between them in the Lake Superior Court, County Division, pending as Cause Number 45D09-9204-SC-01362, which these parties have separately resolved and settled, subject to the final settlement documents being prepared and executed, and performance thereunder being accomplished.

The undersigned further certify and acknowledge that they have read the above and foregoing Mutual Release of All Claims, that they have consulted with legal counsel concerning the terms and effect and meaning thereof, that they know and understand their meaning and content and have executed it as their free and voluntary act.

IN WITNESS WHEREOF, the undersigned do set their hands and seals on the date shown.

VINCENT CASBONI

MATTHEW CASBONI

ANTHONY CASBONI

SIGNED AND SEALED THIS _____ DAY
OF _____, 1993.