

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION**

<b>GENERAL WASTE PRODUCTS, INC.,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>3:01-cv-96-WGH-RLY</b>
	)	
<b>CONTINENTAL CASUALTY COMPANY,</b>	)	
<b>et al.,</b>	)	
	)	
<b>Defendants.</b>	)	

**ORDER ON DISTRIBUTION  
OF THE “TROCKMAN SHARE”**

**1. The Trust is memorialized through the Evansville Greenway and Remediation Trust Agreement (“Trust Agreement”). (Final Report, Ex. B).**

**2. Pursuant to Section 2.3(6) of the Trust Agreement, the Trustee is authorized “[t]o enter into contracts and agreements as needed to fulfill the purposes of this Trust Agreement.” (*Id.*).**

**3. A document necessary to effectuate the purposes of the Trust was executed by the Trustee entitled “Forbearance and Partial Settlement Agreement.” (Final Report, Ex. I).**

**4. Pursuant to Section 6.1 of that Agreement, which the court finds to be unambiguous, David G. Mounts (“Mounts”) agrees that he will release “any and all liens that he claims to have maintained on the River Yard in exchange for the payment to him of the net sales proceeds from the sale of the River Yard up to the amount of the remaining indebtedness . . . .” (*Id.*).**

**5. Based upon the unambiguous language of Section 6.1 of the Agreement, Mounts is entitled to the net proceeds of the sale of the River Yard pursuant to an agreement to which the Trust is a party.**

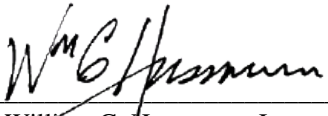
**6. In addition, paragraph 9.2.3 of the Trust Agreement specifically contemplated that "Trockman may use *all* or a portion of his 50 percent of Recoveries to resolve the liens held by Lienholder, for which Trockman and General Waste are solely responsible. If the amount obtained by the Trust for the sale of the River Yard Site is reduced by virtue of amounts owed to the Lienholder, the amounts due to Trockman will be reduced by this amount." (Final Report, Ex. B)(emphasis added). Therefore, the Trust specifically contemplated payments to Mounts as the lienholder of "all or a portion" of the Trockman recovery.**

**7. There is no evidence before the court that the "net proceeds" from the sale of the River Yard exceed the lien of Mounts.**

#### Conclusion

**Pursuant to the terms of the Trust Agreement itself and the Forbearance Agreement to which the Trust is a party, the Trustee shall disburse the net proceeds of the sale of the River Yard to David G. Mounts.**

**SO ORDERED the 28<sup>th</sup> day of January, 2013.**

  
William G. Hussmann, Jr.  
United States Magistrate Judge  
Southern District of Indiana

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