E-FILED
Thursday, 30 December, 2010 03:37:54 PM
Clerk, U.S. District Court, ILCD

UNITED STATES DISTRICT COURT

FOR THE

CENTRAL DISTRICT OF ILLINOIS

STATE OF ILLINOIS, on behalf of itself and by and through the Illinois Department of Natural Resources and the Illinois Environmental Protection Agency as Trustees for Natural Resources, Plaintiff, v. TEXACO INC., Defendant.	CONSENT DECREE No. 01-CV-3221

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This Consent Decree ("Decree") is made and entered into by and between the State of Illinois ("the State"), on behalf of itself and the Illinois Department of Natural Resources ("IDNR") and the Illinois Environmental Protection Agency ("IEPA") as the State Trustees for natural resources, and Texaco Inc. ("Texaco") (collectively, the "Parties").

INTRODUCTION

A. The State, on behalf of IDNR and IEPA in their capacities as natural resource Trustees for natural resources in the State of Illinois, concurrently with the filing of this Consent Decree, has filed an amended complaint in this action. The amended complaint adds a Fourth Clam for Relief ("Fourth Claim"). The First, Second and Third Claims for Relief have been settled and resolved by a Consent Order entered on October 1, 2001. The Fourth Claim is brought under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, and Section 311(f)(5) of the Federal Water Pollution Control Act (the "Clean Water Act" or "CWA"), 33 U.S.C. §1321(f)(5), and other federal and State laws, seeking, *inter alia*, recovery of damages, including damage assessment costs, for injury to, destruction of, and loss of natural resources resulting from releases into the environment of hazardous substances, contaminants and pollutants, including but not limited to petroleum, petroleum constituents, including xylene, toluene, benzene, and PAHs, metals, including lead, zinc, cadmium, and copper, and acid and caustic waste (hereafter collectively "Oil and Hazardous Substances") at and from a former petroleum refinery at Lawrenceville, Illinois, that was originally known as the Indian Refinery.

B. The Complaint alleges that (i) Texaco is a former owner of the Refinery, (ii) the Refinery is located in the town of Lawrenceville, Lawrence County, Illinois, (iii) the land on which the Refinery was situated is contiguous to the Embarras River, and (iv) there have been releases of Oil and Hazardous Substances at and from the Refinery into the environment, including the adjacent floodplain and river, that have resulted in injury to natural resources and the services provided by those natural resources.

C. Refinery History

13. In the early 1900's, Indian Refining Company, a Maine corporation

("IRC/Maine"), was formed and began operating the Refinery. Adjacent to the Refinery at that time was a parcel known then and now as Indian Acres. In 1928, IRC/Maine received title to real estate in the Indian Acres area, including title to real property at Indian Acres that had been acquired by Central Refining Company in 1908 and 1909.

14. In the 1930's, the Texaco Corp., n/k/a Texaco Inc., purchased the common stock of IRC/Maine. In the 1940's IRC/Maine was merged into Texaco, Inc. Thereafter, Texaco Inc. operated the Refinery until December 31, 1984, when the Refinery and Indian Acres were transferred to Getty Refining and Marketing Inc. and then merged into Texaco Refining and Marketing Inc. ("Texaco Refining"), a subsidiary of TRMI Holdings, Inc., that was itself a subsidiary to Texaco Inc. Shortly thereafter in 1985, the Refinery was closed. In late 1986, the Refinery assets and land, including Indian Acres, were transferred to a company known as Indian Refining Company ("IRC/Delaware"), a Delaware corporation of which Texaco Refining owned the common stock. On December 28, 1988, Texaco Refining sold the common stock of IRC/Delaware to OPA Refining and Marketing, Inc., which restarted the Refinery in 1989 and operated it for a period of time.

15. In late 1989, the stock of IRC/Delaware was transferred to the Capital Federal Bank for Savings and from there to a company known as Capserco, Inc., which became a wholly owned subsidiary of Castle Refining Corporation. At the direction of Castle Refining in early 1990, IRC/Delaware transferred the Refinery equipment and land, except Indian Acres and a Land Farm, to Indian Refining Limited Partnership ("Indian Refining L.P."). Castle Refining and Castle Energy Corporation owned or controlled a majority interest in Indian Refining L.P. Metallgesellschaft Corporation controlled a principal shareholder position in Castle Energy Corporation at this time. Indian Refining L.P. owned and operated the Refinery from 1990 through 1995, when operations ceased. During that time period, Indian Refining and Marketing, Inc., Indian Refining and Marketing I, Inc., Indian Refining LTD, Inc., and Indian Refining I L.P., each of which was a partnership involving operation of the refinery, were formed. In 1996, Indian Refining L.P. transferred the Refinery to American Western Refining L.P.("American Western"), a wholly owned subsidiary of Gadgill Western. American Western

Refining Liquidating Trust is the current owner of the Refinery property and the stock of IRC/Delaware. IRC/Delaware remains owner of Indian Acres and the Land Farm.

16. For some period of time during its operation, the Refinery processed crude oil with sulfuric acid to make a lubricating oil. During this process the materials were filtered with filter clay. The waste stream generated by the process consisted of an acid filter cake sludge. This sludge contained polynuclear aromatic hydrocarbons ("PAHs") and had a pH of 1-2. It also contained paraffins and the waxy portions of the crude oil. The waste from the Refinery process was historically disposed of on Indian Acres.

17. In 1992 a Consent Order was entered between IEPA and IRC/Delaware requiring an environmental investigation of certain portions of the Site. That and succeeding investigations identified elevated levels of lead, chromium, benzene, ethylbenzene, toluene, and xylene ("BTEX"), and polynuclear aromatic hydrocarbons ("PAHs") at locations around the Site, including Indian Acres. Soils at various locations in Indian Acres have been found to contain elevated levels of arsenic, barium, cadmium, chromium, lead, vanadium, sulfate, and PAHs.

18. In 1996, the U.S. EPA On-Scene Coordinator ("OSC") and Superfund Technical Assistance and Response Team ("START") conducted a removal Site Assessment at Indian Acres to assess whether hazardous substances posed immediate threats to human health and the environment, and to document whether hazardous substances that were disposed of at Indian Acres had migrated onto the adjacent residential area. During U.S. EPA's Site Assessment and sampling visit at the Indian Acres, U.S. EPA found numerous lagoons and waste exposed at the area's surface.

19. In 1997, U.S. EPA, IEPA and American Western employees conducted a preliminary site assessment and site inspection at the Refinery. The site assessment confirmed that a subsurface oil product floating on groundwater was releasing through several discharge points into wetlands beyond the Refinery fence line. The wetlands impacted by the oil release are hydraulically connected to the Embarras River.

20. In 1997, U.S. EPA mobilized and began cleanup and other removal activities at

selected areas of the Site. Removal cleanup activities conducted by U.S. EPA included: construction of collection pits in the oil seep area to capture the oil discharge; pumping oil and water from collection pits to a refinery owned and operated, on-site oil/water separator; removing oil soaked contaminated soils and placing them in one of the on-site bio-cells; and installing a 760 foot interceptor trench (18 feet deep into a river sand substrate) with a gravity-fed collection sump. Collected removal-related effluent is treated and subsequently discharged into the Embarras River pursuant to and in compliance with a NPDES permit.

21. The current owner of the Refinery, American Western Refining Liquidating Trust ("AWRLT"), supplanted American Western. American Western had filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on November 6, 1996. On April 23, 2003, the Bankruptcy Court approved American Western's Liquidation Plan. Pursuant to that plan, AWRLT was created and the Refinery and the stock of IRC/Delaware were transferred to it.

22. After approval of the Liquidation Plan, AWRLT took over American Western's responsibilities and currently maintains the oil/water separators and waste water collection/treatment system in accordance with a 2007 Amended State Court Consent Order.

23. The Site has been scored for inclusion on the National Priorities List ("NPL"). On July 28, 1998, a notice was placed in the Federal Register proposing the listing of the Site on the NPL. The Site was listed on the NPL on December 1, 2000.

24. In June 1999, U.S. EPA, Illinois EPA, and Texaco entered into an Administrative Order on Consent ("AOC") under which Texaco commenced a Site-wide Remedial Investigation and Feasibility Study ("RI/FS"), as well as other work. In September 2000, U.S. EPA asked Illinois EPA to take over all work at the Site under a separate agreement with Texaco. That separate agreement was embodied in a consent decree approved by the United States District Court for the Central District of Illinois on October 1, 2001. Texaco proceeded with performance of the RI/FS at the Site under that agreement.

D. In September 2004, the IDNR, the IEPA, and the U.S. Department of the Interior ("DOI") working through the United States Fish and Wildlife Service ("USFWS"), acting under a

Memorandum of Understanding among those three agencies and pursuant to their respective authorities under CERCLA, the CWA, and OPA, signed and issued a Preassessment Screen Determination ("PSD") for the Site. In that PSD, these agencies reviewed the existing information on releases and potential impacts on natural resources at the Site, and concluded that there was a reasonable probability of a successful natural resource damage claim at the Site, based on the fact of releases of Oil and Hazardous Substances to the environment, including to the Embarras River down to its confluence with the Wabash River and proximate floodplain areas, and on the potential for injury from such releases to natural resources for which the agencies were Trustees. Potential natural resource damage ("NRD") claims identified involved alleged injuries to soil, air, sediment, surface water and groundwater at the Site and in the Embarras River and its floodplains at and downstream of the Site to its confluence with the Wabash River, as well as alleged injury to biological resources, including vegetation, invertebrates, amphibians, fish, and birds, including waterfowl, and injury to the ecological and human services provided by those resources.

E. Pursuant to a November 4, 2004, Funding and Participation Agreement, the Parties and USFWS, on behalf of DOI, undertook to perform a cooperative assessment ("Cooperative Assessment") of potential natural resource damages in a cooperative manner, funded fully by Texaco. In that work, the Parties and USFWS used habitat equivalency analysis ("HEA") to quantify an estimate of lost resource services in floodplain forest habitat. First, they calculated the total interim lost habitat services over time (the HEA debit). Then they identified, designed and scaled land conservation and restoration projects that would offset the HEA debit by improving existing habitat or by preventing future losses due to adverse habitat changes (HEA credit). Estimated service losses from potential injuries to aquatic habitat, groundwater, and resources within the Refinery footprint were also offset through appropriately scaled restoration projects. The Parties and USFWS used reasonable worst-case scenario assumptions to ensure that past, present, and future injuries would not be underestimated, regardless of the remedy that is finally implemented at the Site. The analyses and calculations performed addressed natural resource exposure to contaminants at or from the Site via direct contact; infiltration and transport

via the groundwater pathway; and runoff and transport via the surface water pathway. The cooperative NRDA process for the Site is more fully described in the Report of Assessment incorporated herein as Attachment A.

F. Under the Cooperative Assessment process funded by Texaco, the Parties used the technical evaluations developed by the Parties and USFWS to estimate for settlement purposes the potential natural resource damages at the Site and the ecological benefits of the projects and other actions described in Section IV hereto. The Parties agree that the payments and actions required of Texaco under this Decree will address all identified injuries to or loss of natural resources resulting from releases of Oil and Hazardous Substances at or from the Site recoverable by the State Trustees, and will result in the restoration, replacement or acquisition of natural resources providing the same or substantially equivalent services as those the Parties estimate may have been lost as a result of the potential injuries to natural resources that are the subject of the Complaint.

G. Consistent with CERCLA and its implementing regulations, which require that the Trustees seek input from the public before implementing a restoration plan to address injured natural resources, the Parties will defer seeking entry of the Consent Decree as a final Order for a period of at least forty-five (45) days after the Date of Lodging, to allow the State adequate time to obtain public comment on this Decree and on a draft Restoration Plan that proposes the actions and projects described in Section IV of this Decree.

H. This settlement is made in good faith after both a cooperative technical evaluation process gauging the scope and scale of potential injuries, which involved representatives of IDNR, IEPA, the USFWS on behalf of DOI, and Texaco, and the Parties' arm's length negotiation of the substantive terms of this Consent Decree. The Parties agree, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter and entry of this Decree will avoid complicated and potentially costly litigation between the Parties, is the most appropriate means to resolve the matters covered herein, and is fair, reasonable, and fully consistent with the purposes of CERCLA, the CWA, and other federal and state laws concerning injury to natural resources, and

is in the public interest.

NOW, THEREFORE, with the consent of the Parties to this Decree, it is hereby ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION AND VENUE

1. The State has alleged that this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1367; Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607, 9613(b); Section 311(n) of the CWA, 33 U.S.C. §1321(n); the Oil Spill Responders Liability Act, 740 ILCS 113/1, *et seq.*; the Water Use Act of 1983, 525 ILCS 45/1, *et seq.*; the Water Pollutant Discharge Elimination Act, 415 ILCS 25/0.01; and the common law of nuisance; that the Court has personal jurisdiction over Texaco; and that venue lies in this District pursuant to 28 U.S.C. § 1391(b), (c) and §1395(a), Section 113(b) of CERCLA, and Section 311(n) of the CWA, 33 U.S.C. § 1321(n). For purposes of this Consent Decree only, Texaco waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District.

II. APPLICABILITY OF DECREE

2. The obligations of this Consent Decree apply to and are binding upon the State and its departments, agencies and instrumentalities, and upon Texaco and its successors and assigns.

III. DEFINITIONS

3. This Decree incorporates the definitions set forth in Section 101 of CERCLA, 42 U.S.C. § 9601, and at Section 11.14 of the Department of the Interior Natural Resource Damage Assessment Regulations (NRD regulations), 43 CFR § 11.14. In addition, whenever the following terms are used in this Decree, they shall have the following meanings:

A. "Damage Assessment Costs" shall mean all costs associated with the planning, design, implementation, and oversight of the State Trustees' damage assessment process, which addresses the extent and quantification of the injury to, destruction of, or loss of Natural Resources and the services provided by these resources resulting from the releases of Oil and Hazardous Substances, and the identification, design and implementation of appropriate projects for the restoration, replacement or acquisition of the equivalent of those resources and services.

B. "Date of Entry of this Decree" shall mean the date on which the District Court has

approved and entered this Decree as a judgment.

C. "Date of Final Approval of this Decree" shall mean (1) the date after entry of this Decree on which all applicable appeal periods have expired without an appeal being filed, or (2) if an appeal is taken after entry, the date on which the District Court's judgment is affirmed and there is no further right to appellate review.

D. "Date of Lodging of the Decree" shall mean the date that this Decree is lodged with the Court, subject to the public comment period referred to in Section XVII of this Decree.

E. "Department of the Interior" or "DOI" shall mean the U.S. Department of the Interior and all of its constituent agencies, bureaus and services, including the U.S. Fish and Wildlife Service ("USFWS"), Bureau of Land Management and Bureau of Indian Affairs.

F. "Natural Resources" shall have that meaning set forth in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

G. "Natural Resource Damages" shall mean all damages recoverable by the State on behalf of the public for injury to, destruction of, loss of, loss of use of, or impairment of all Natural Resources, being those which are under the sole trusteeship of the State Trustees as well as those which are under the joint trusteeship of the State Trustees and others, as a result of the release or discharge of Oil and Hazardous Substances at or from the Site, including but not limited to (i) the cost of assessing such injury, destruction, or loss or impairment arising from or relating to such release or discharge, (ii) the costs of restoration, rehabilitation, or replacement of injured or lost Natural Resources or of acquisition of equivalent resources, (iii) the costs of planning such restoration activities, (iv) compensation for injury, destruction, loss, loss of use, or impairment of Natural Resources, and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

H. "Oil and Hazardous Substances" shall mean all substances included within the term "oil" as defined in Section 1001(23) of OPA , 33 U.S.C. 2701(23) and Section 311(a)(1) of the CWA, 33 U.S.C. 1321(a)(1), and the term "hazardous substance" as defined in Section 101(14) of CERCLA, 42 U.S.C. 9601(14), and Section 311(a)(14) of the CWA, 33 U.S.C. 1321(a)(14).

I. "Parties" shall mean the State of Illinois and Texaco.

J. "Refinery" shall mean the refining and manufacturing operations and related activities of the petroleum refinery known as the Former Indian Refinery, including the approximately 990 acres of land on which the Refinery was historically situated, which includes the Land Farm, Tank Farms A-F, Indian Acres.

K. "Site" for purposes of this Decree shall mean all areas in which Oil and Hazardous Substances resulting from refining and manufacturing operations and related activities at the Refinery were deposited, stored, placed or disposed of or have come to be located, including but not limited to: (1) the parcel of approximately 990 acres included in the definition of "Refinery", and (2) the Embarras River, including its banks and sediments, and its adjacent floodplain, from the Indian Acres portion of the Refinery to and including the confluence of the Embarras River with the Wabash River.

L. "State" shall mean the State of Illinois, including its departments, agencies, and instrumentalities, including the Illinois Department of Natural Resources and the Illinois Environmental Protection Agency.

M. "State Trustees" shall mean the Director of the Illinois Environmental Protection Agency and the Director of the Illinois Department of Natural Resources.

N. "Texaco" shall mean Texaco Inc., a wholly-owned subsidiary of Chevron Corporation, incorporated in the State of Delaware.

O. "US EPA" shall mean the United States Environmental Protection Agency.

IV. PAYMENTS AND ACTIONS

4. Within sixty (60) days after the Date of Final Approval of this Decree, Texaco shall make the following payments under this Consent Decree. At the time of payment, Texaco shall send written notice of payment and a copy of any transmittal documentation to the State, in accordance with Paragraph 46 of this Decree. All payments required under this Paragraph 4 shall be made by electronic fund transfer ("EFT") to such account of the State of Illinois as identified by the Attorney General of the State of Illinois, and in accordance with instructions to be provided by the State to Texaco, within five (5) working days following lodging of the

Decree. If the funds are placed in an interest bearing account, any interest accrued on the principal shall be the property of the State and is to be used in the same manner as the principal.

a. A payment of $250,000 to the State representing Texaco's final payment to the State for Damage Assessment Costs through the termination of the Consent Decree.

b. A payment of $1,362,000 to the State for such restoration and enhancement activities on the AWR, Siddens and White parcels as the State deems appropriate, consistent with the State's understanding of the alleged resource and service losses associated with the Site, and as described in Attachment A.

c. A payment of $115,000 to the State, to be used for the implementation by the City of Lawrenceville of a Supervisory Control and Data Acquisition system (or similar groundwater management system) at the Lawrenceville Municipal Waterworks, as described in Attachment B to the Decree, and to be used by the State for implementation of "Best Management Practices" stormwater and irrigation water management training for landowners in the Lawrenceville area.

5. The State Trustees, pursuant to the authority vested in them under federal law, retain ultimate authority to select and implement the restoration projects to be funded with the funds identified in paragraph 4(a) – (c) or to apportion these funds among restoration projects. Nothing in this Consent Decree shall be construed to limit or diminish any right of public comment on a Natural Resource damage restoration plan, as provided by law. If the State Trustees propose to use funds dedicated for State Trustee-sponsored Natural Resource restoration efforts under this Section for projects other than those described above, then the State Trustees will prepare an additional Restoration Plan which identifies how the funds will be used for restoration, rehabilitation, replacement, or acquisition of equivalent resources, or the services provided by those resources. Nothing in this Consent Decree shall be construed as providing Texaco or AWRLT or any other person any right to dispute or challenge the selection of restoration projects to be funded with these funds; nor shall the State Trustees' determinations with respect to the use of these funds affect the validity or scope of the Covenant Not To Sue

provided to Texaco or AWRLT under this Consent Decree.

6. Texaco shall cause the real estate identified below to be transferred to the State in accordance with the following provisions:

a. The Siddens Parcel.

i. Texaco presently owns the Siddens Parcel, which consists of approximately 160 acres in Lawrence County, Illinois, and which is legally described in Chicago Title Insurance Policy no. 05-LC-4436, a copy of which is attached hereto as Attachment C.

ii. Within 90 days after the Date of Final Approval of this Decree Texaco shall transfer the Siddens Parcel to the State by delivering to the State (a) a recordable warranty deed, subject only to special exceptions numbered 2-4 in Attachment C and real estate taxes that have accrued through the date of transfer, but which are not yet due or payable, and (b) a title insurance policy in substantially the same form as Attachment C, insuring title in the name of the State. The transfer shall be effective on the date of delivery of the deed to the State. Texaco shall remain liable for, and shall pay when due and payable, all real estate taxes accrued through the date of transfer. Texaco shall pay any state, county or local transfer taxes and any recording and closing fees applicable to the transfer. The State shall be responsible for recording the deed immediately upon receipt thereof from Texaco and shall provide Texaco with a copy of the recorded deed.

iii. The parties will cooperate in good faith to complete, sign, deliver and timely record (if required) all documents, and take all other action, necessary or required to consummate transfer of the Siddens Parcel to the State.

b. The White Parcel.

i. Texaco has entered into a Purchase and Sale Agreement ("White Contract") with Jerry White, a copy of which is attached hereto as Attachment D, to purchase (a) approximately 1932 acres of real property ("White Parcel") located along the Embarrass River in Lawrence County, Illinois, upon the terms and conditions set forth in the White Contract, and (b) a right of first refusal ("RFR") in respect to approximately 22 acres of real property ("RFR

Parcel") adjacent to the White Parcel upon the terms and conditions set forth in the White Contract.

ii. Not later than immediately prior to the time of closing on the White Parcel, as and when such closing is provided for in the White Contract, but not later than 180 days after the Date of Final Approval of this Decree, Texaco shall give to the State, and the State shall accept from Texaco, an assignment in a form reasonably acceptable to Texaco and the State, of all of Texaco's right, title and interest in and to, and all of Texaco's obligations and liabilities in and under, the White Contract; provided, however, that (a) such assignment shall not include any of Texaco's rights or liabilities in respect to the RFR, it being the intention of the parties that Texaco shall retain the RFR as its sole property, and (b) Texaco shall retain and discharge the obligation to pay the funds required to close on the White Parcel, as provided in the White Contract. Prior to closing Texaco shall provide the State with a current boundary survey demonstrating the acreage of the White Parcel is not materially less than 1932 acres. Texaco shall require Jerry White to comply with section 1.3 of the White Contract prior to closing. Prior to closing the parties shall cooperate and use their mutual best efforts to determine if there are any wells that have been installed or are being operated on the White Parcel that are not permitted by the easements and agreements referenced in the Warranty Easement Deed identified in exception 51 of Attachment E hereof and to prohibit the operation of any such wells.

iii. The State's obligation to accept the assignment referred to in ii above is subject to and conditioned upon title to the White Parcel being transferred to the State pursuant to a recordable general warranty deed from Jerry White subject only to the conditions, restrictions and exceptions set forth in title commitment attached hereto as Attachment E hereof.

iv. In the event that transfer of the White Parcel does not occur in the manner set forth in ii and iii for any reason other than a wrongful act by the State, the State may (a) exercise its remedies under the White Contract to require Jerry White to transfer the White Parcel, or (b) assign and transfer back to Texaco all of the rights and liabilities in and to the White Contract that the State received from Texaco. If the State shall elect (b) then Texaco shall, within 180 days of receipt of such assignment, take all such action as may be necessary or required

(including instituting appropriate litigation) to cause the White Parcel to be transferred to the State upon the same terms and conditions as if the White Parcel were being transferred to the State pursuant to ii and iii above; provided, however, that in the event that litigation is required to effect the transfer, Texaco may extend the 180-day period, in increments of 180 days, for up to an additional 24 months upon giving notice thereof to the State with the reason for the extension. Texaco shall pay any state, county or local transfer taxes and any recording and closing fees applicable to the transfer.

vi. In any case the parties will cooperate in good faith to complete, sign, deliver and timely record (if required) all documents, and take all other action, necessary or required to consummate transfer of the White Parcel to the State. For purposes of this Section only, the State shall be under no duty to initiate or voluntarily become a party to any litigation. Any litigation necessary or required to consummate transfer of the White Parcel to the State shall be the sole obligation and duty of Texaco. The parties agree to cooperate and work in good faith with each other to use their best efforts to jointly achieve removal of the unacceptable exceptions to title.

c. The RFR.

i. If Texaco shall acquire the RFR Property pursuant to the RFR, Texaco shall, within 180 days thereafter, transfer, or cause the transfer of, the RFR Property to the State on the same terms and conditions as the Siddens Parcel, except that the exceptions to title shall be those upon which the State and Texaco may reasonable agree upon at the time of the transfer.

ii. If, however, Texaco does not acquire the RFR Property pursuant to the RFR, then within 180 days after the expiration of Texaco's rights under the RFR, Texaco shall pay to the State the sum of $24,200 in the same manner as specified in Paragraph 4 above and such funds shall be used for Natural Resources restoration purposes as determined by the State.

d. The AWRLT Parcel

i. The parties acknowledge that AWRLT has agreed, in exchange for receiving a covenant not to sue from the State, that it will transfer the AWRLT Parcel (as hereinafter defined) to the State or to Texaco (for later transfer to the State) in settlement of all of AWRLT's alleged liability, and part of Texaco's alleged liability, to the State for Natural Resource Damages at the Site. The "AWRLT Parcel" consists of approximately 200 acres of unimproved real property that is legally described in Attachment F hereto.

ii. Therefore, within 180 days after the Date of Final Approval of this Decree Texaco shall cause the AWRLT Parcel to be transferred to the State by, as Texaco may elect, (a) delivering to the State a recordable warranty deed from AWRLT, or (b) acquiring the AWRLT Parcel from AWRLT and thereafter delivering to the State a recordable warranty deed from Texaco. In either case the deed shall be subject only to the exceptions set forth in Attachment G hereto and real estate taxes that have accrued through the date of transfer, but which are not then due or payable, and Texaco shall deliver to the State a title insurance policy in substantially the same form as Attachment G, insuring title in the name of the State, and a current boundary survey demonstrating the acreage of the AWRLT Parcel is not materially less than 200 acres. The transfer shall be effective on the date of delivery of the deed to the State. Texaco shall remain liable for, and shall pay when due and payable, all real estate taxes accrued through the date of transfer. Texaco shall pay any state, county or local transfer taxes and any recording and closing fees applicable to the transfer. The State shall be responsible for recording the deed immediately upon receipt thereof from Texaco and shall provide Texaco with a copy of the recorded deed.

iii. The parties will cooperate in good faith to complete, sign, deliver and timely record (if required) all documents, and take all other action, necessary or required to consummate transfer of the AWRLT Parcel to the State. For purposes of this Section only, the State shall be under no duty to initiate or voluntarily become a party to any litigation. Any litigation necessary or required to consummate transfer of the AWRLT Parcel to the State shall be the sole obligation and duty of Texaco.

iv. The parties acknowledge that the AWRLT Parcel is presently subject to numerous exceptions to title which are not reasonably acceptable to the State. The parties agree to cooperate and work in good faith with each other and AWRLT and to use their best efforts to jointly achieve removal of the unacceptable exceptions to title and to cause title to be in the form contained in Attachment G or such other form as the State may, in its discretion, accept. The parties further acknowledge that, given the history and relevant circumstances of this matter, such result may not be able to be achieved within the 180 days referenced in ii above. Therefore, the parties agree that Texaco may extend the 180-day period, in increments of 90-days, for up to an additional 540 days (18 months) upon giving notice thereof to the State with the reason for such extension.

7. The Parties agree that it is appropriate, but not required, to consider creation of habitat through ecological revitalization as a complement or enhancement of remedial alternatives in the FS to the extent reasonable, technically feasible and cost effective, and consistent with the IEPA-approved remedy and the proposed future use of the property. Accordingly, consistent with the vision presented in the 2006 Illinois Comprehensive Wildlife Conservation Plan and Strategy, Texaco, in its sole discretion, will identify and evaluate in the FS such approaches as promoting the establishment of native vegetation and the incorporation or creation of opportunities for passive recreation and appropriate avian, aquatic or terrestrial habitats.

V. COVENANTS NOT TO SUE BY THE STATE OF ILLINOIS

8. Covenant Not to Sue Texaco: Except as specifically provided in Section VI of this Decree, the State of Illinois, including its agencies, as Trustee for the Natural Resources within the State of Illinois, covenants not to sue or to take administrative action against Texaco, its related or affiliated entities, and their officers, directors and trustees for Natural Resource Damages under CERCLA, 42 U.S.C. § 9607, the Federal Water Pollution Control Act ("Clean Water Act"), 33 U.S.C. § 1321(f), or any other federal, State or common law, based on alleged injuries to Natural Resources resulting from releases of Oil and Hazardous Substances into the environment at or from the Site, including any continuing releases of Oil and Hazardous Substances now present at the Site. These covenants take effect upon the Entry of this Decree,

and are contingent upon satisfactory completion of the Payments and Actions set forth in Section IV.

9. Nothing in this Consent Decree is intended to limit the State of Illinois in the exercise of the authority available to it under CERCLA for the remediation of the Site pursuant to Section 107(a)(1-4)(A) of CERCLA upon issuance of the RI/FS and Final Record of Decision ("ROD") for the Site, or to limit the State in taking any other response actions pursuant to its authority under CERCLA or other applicable federal or state law. In any subsequent administrative or judicial proceeding initiated by the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site or Texaco shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by the State set forth in Paragraph 8 of this Consent Decree.

VI. RESERVATIONS OF RIGHTS FOR NATURAL RESOURCE DAMAGES

10. The covenants not to sue set forth in paragraph 8 do not pertain to any matters other than those expressly specified in that paragraph.

11. The State reserves, and this Consent Decree is without prejudice to, all rights against Texaco with respect to all other matters, including but not limited to, the following:

a. claims based on a failure by Texaco to satisfy any requirement imposed upon it by this Decree;

b. claims for criminal liability;

c. claims for any corrective action, response activity, response costs, or any other cleanup or regulatory action pursuant to the Resource Conservation and Recovery Act, CERCLA, the Clean Water Act, the Illinois Environmental Protection Act, or any applicable federal or state law relating to the release, threatened release, discharge or threatened discharge of any oil or hazardous substance at the Site, excluding, whether recoverable in monetary damages

or injunctive relief, liability for Natural Resource Damages covered under this Decree;

d. claims arising from the past, present, or future disposal, release, threatened release, discharge or threatened discharge of any oil or hazardous substance at or from a location outside the Site; and

e. claims based upon conduct by Texaco occurring at the Site after entry of the Consent Decree and constituting a violation of federal or State law, excluding, whether recoverable in monetary damages or injunctive relief, liability for Natural Resource Damages covered under this Decree.

12. Notwithstanding any other provision of this Decree, the State reserves the right to institute proceedings against Texaco in this action or in a new action seeking recovery of additional Natural Resource Damages to address injury to, destruction of, loss of or loss of use of Natural Resources where New Information indicates that such injury, loss or destruction results from Unknown Existing Conditions.

13. For purposes of this Section VI:

a. "New Information" is information that is not contained in or referenced in the public records, as defined in Section 2(c) of the Illinois Freedom of Information Act, 5 ILCS 140/2(c) (2006), of the State Trustees on or before the date of lodging of this Consent Decree, which records include, but are not limited to, the documents listed in Attachment A to this Consent Decree; and

b. "Unknown Existing Conditions" are actionable injuries to, destruction of, loss of, or loss of use of Natural Resources, of a type not identified by the State Trustees prior to the Date of Lodging of this Consent Decree that result from the release, threatened release, discharge or threatened discharge of any Oil or Hazardous Substance at the Site prior to the entry of this Consent Decree. An "actionable injury to, destruction of, loss of or loss of use of Natural Resources" is injury to, destruction of, loss of or loss of use of Natural Resources of a magnitude or significance justifying the Trustees' performance of emergency restoration action under 43

CFR 11.21 or 15 CFR 990.26, or for which a preassessment screen determines that performance of a damage assessment is justified and, if so, the performance of a damage assessment under 43 CFR 11 or 15 CFR 990 would justify the Trustees' performance of compensatory and/or restoration planning.

14. Notwithstanding any other provision of this Decree, the State reserves the right to institute proceedings against Texaco in this action or against Texaco in a new action seeking recovery of Natural Resource Damages to address additional injury to, destruction of, loss of or loss of use of Natural Resources resulting from New Releases at the Site. "New Releases" are those releases, threatened releases, discharges, or threatened discharges at the Site of Oil or Hazardous Substances commencing after lodging of the Decree, except that New Releases do not include (a) any release, threatened release, threatened discharge, or discharge of any Oil or Hazardous Substance currently on the Site that occurs as a result of Texaco's performance of any response or remedial action, provided Texaco addresses such a release, threatened release, threatened discharge, or discharge pursuant to and consistent with the obligations governing Texaco's performance of such remedial or response action or (b) any other release, threatened release, discharge, or threatened discharge of any Oil or Hazardous Substance currently on the Site unless that release, threatened release, discharge, or threatened discharge results from an act or omission to act by Texaco or a person acting for or on behalf of Texaco occurring after entry of the Consent Decree.

15. Notwithstanding any other provision of this Consent Decree, the State reserves the right to institute proceedings against Texaco in this action or in a new action seeking Natural Resource Damages for actionable additional injury to Natural Resources resulting from a failure by Texaco to satisfactorily implement the remediation of the Site pursuant to Section 107(a)(1-4)(A) of CERCLA upon issuance of the RI/FS and Final ROD for the Site, or the performance of

any other response actions pursuant to under CERCLA, including additional work identified pursuant to Section 121(c) of CERCLA.

VII. COVENANTS BY TEXACO

16. Subject to Paragraph 14, Texaco hereby covenants not to sue or to assert against the State any administrative claims or causes of action with respect to the Payments and Actions required under this Decree, including, but not limited to:

a. any claims by Texaco against the State, including any department, agency or instrumentality of the State, under CERCLA Sections 107 or 113;

b. any claims by Texaco under the United States Constitution, the Illinois Constitution, Illinois state law, or at common law.

17. Texaco expressly reserves its right to assert all claims against the State not expressly covered by Par. 13, and to contest any claims by the State allowed by Section VI of this Decree, and Texaco does not by consenting to this Decree waive any defenses to such claims. In the event that the State brings any claim not settled by this Decree, or any claim pursuant to Section VI of this Decree, Texaco reserves the right to assert all potential claims and defenses, including counterclaims, cross-claims, or third-party claims against the State of Illinois, arising from such claim.

VIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

18. Texaco does not admit any of the allegations or claims set forth in the Complaint or the provisions of this Decree, and expressly denies any liability for the State Trustees' claims against Texaco set forth in the Complaint.

19. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of

action that each Party may have against any person not a Party hereto.

20. The Parties agree, and the Court hereby finds, adjudges and decrees, that: (a) the Parties have fully negotiated the terms of this Consent Decree at arms length with the assistance and advice of competent, independent counsel; (b) the consideration exchanged and commitments made herein are reasonable in the context of the rights and responsibilities of the Parties and Texaco's potential liabilities, which have been fully explored by the Parties during the course of the cooperative assessment and settlement negotiations processes; (c) public notice (including a properly noticed public comment period) of the opportunity for submitting comments on the terms and conditions of this settlement has been provided; and (d) the settlement reflected herein is made in good faith and is neither fraudulent nor collusive, nor affected by any fraud or collusion. Accordingly, the Parties agree, and the Court hereby finds, orders, adjudges and decrees, that this Consent Decree represents a fair, adequate, reasonable, equitable, and good-faith settlement, and that therefore Texaco is entitled to contribution protection provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), or otherwise provided by State or common law, for matters addressed by this Consent Decree. "Matters Addressed" in this Consent Decree include all Natural Resource Damages related to releases of Oil or Hazardous Substances at or from the Site as defined herein. The "Matters Addressed" in this Consent Decree do not include those claims as to which any Party has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree) in the event that any Party asserts rights against another coming within the scope of such reservations.

21. Texaco agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify the State in writing no later than sixty (60) days prior to the initiation of such suit or claim, unless the giving of such advance notice would subject such suit or claim to a defense that it is barred by the statute or limitations or other time-related defense. Texaco also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify the State in writing within thirty (30) days of service of the complaint on it. In addition, Texaco shall notify the State within ten (10) days of service or receipt of any Motion for Summary Judgment with respect to

such a claim, and within ten (10) days of receipt of any order from a court setting such a case for trial.

IX. PENALTIES FOR LATE AND/OR INADEQUATE PERFORMANCE (INCLUDING PAYMENTS)

22. If any payment or action required of Texaco is not made by the date specified for that payment or action in Section IV of this Decree, Texaco shall be liable for the following amounts for, respectively, each day of delay in performance or payment, unless excused by a Force Majeure in accordance with Section X of this Decree:

Days of Delay	Late Performance of Action:	Late Payment	
1-14	$ 100/day	$ 250/day	
15-60	$ 200/day	$ 500/day	
Beyond 60 Days	$ 400/day	$ 1000/day	

23. Payments due under the preceding Paragraph shall be paid by certified check payable to Natural Resource Restoration Trust Fund. Subject to Paragraph 28, below, stipulated penalties are due within thirty (30) days following receipt by Texaco of a written demand by the State for payment of such stipulated penalties. Notice of such payment shall be sent to the State as provided in Paragraph 4 of this Decree.

24. Except as provided in Paragraph 29 below, stipulated penalties shall begin to accrue on the day after the performance or payment is due and shall continue to accrue until performance is satisfactorily completed or payment is made. Except as provided in Paragraph 28 below, penalties shall continue to accrue during any dispute resolution under Section XI of this Decree, with interest on accrued penalties payable and calculated at the rate established by the Secretary of the Treasury, pursuant to 28 U.S.C. § 1961, but need not be paid until thirty (30) days after final resolution of the dispute, in the amount determined by such resolution.

25. Payments to the State shall be made as provided in Paragraph 4 of this Decree. The payment of stipulated penalties shall not alter in any way Texaco's obligation to complete the performance of actions required under this Consent Decree.

26. Payments due under this Section shall be in addition to any other remedies or

sanctions that may be available to the State for a failure by Texaco to comply with the terms of this Decree.

27. Notwithstanding any other provision of this Section, the Attorney General, on behalf of the State may, in her unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Decree. The waiver of stipulated penalties shall not alter in any way Texaco's obligation to complete the performance of actions required under this Consent Decree.

X. FORCE MAJEURE

28. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Texaco, its contractors, or any entity controlled by Texaco that delays the performance of any obligation under this Consent Decree despite Texaco's best efforts to fulfill the obligation. "Best efforts" include using best efforts to anticipate any potential force majeure event and to address the effects of any such event (a) as it is occurring and (b) after it has occurred, such that the delay is minimized to the extent reasonably possible. "Force Majeure" does not include the financial inability to perform an obligation under this Consent Decree.

29. If any event occurs or has occurred that may delay the performance of any obligation under this Decree, as to which Texaco intends to assert a claim of Force Majeure, it shall provide notice in writing, as provided in Section XIX of this Decree (Notice), within fourteen (14) days from the time a responsible representative of Texaco first knew of, or by the exercise of due diligence should have known of, the event. Such notification shall include an explanation and description of the reasons for the delay; the anticipated duration of the delay; a description of all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and Texaco's rationale as to why the implementation plan is adequate. Unless otherwise agreed to by the State, failure to comply with the above requirements shall preclude Texaco from asserting any claim of Force Majeure.

30. Texaco shall have the burden of proving, by a preponderance of the evidence that

it gave timely Notice as required by the preceding Paragraph 29; that it used reasonable efforts to prevent or minimize any delay attributable to the event; and that any period of delay was attributable to that event.

31. If the State agrees that any delay, or anticipated delay has been justified under the provisions of this Section, it shall stipulate to an extension of time for the performance of the affected requirement pursuant to the implementation plan presented with the Notice or as otherwise agreed upon. In such circumstances, the appropriate modification shall be deemed to have been made pursuant to Section XIV of this Consent Decree (Modification). In the event the affected Parties cannot agree, the matter shall be resolved in accordance with Section XI of this Consent Decree (Dispute Resolution). The penalties provided for by Section IX shall not accrue during the period between provision of Notice pursuant to Paragraph 29 and the resolution of any dispute under Section XI of this Decree, provided that the Notice is reasonably justified. An extension of time for performance of the obligations affected by a Force Majeure event shall not, of itself, extend the time for performance of any other obligation.

XI. DISPUTE RESOLUTION

32. This Section provides the exclusive mechanism for resolution of disputes arising under this Consent Decree, subject to the provisions of Section XIV of this Decree (Modification) and to the right of the Parties, after completion of Dispute Resolution, to invoke the continuing jurisdiction of this Court. Any dispute shall be, in the first instance, the subject of informal negotiations between the State and Texaco. Such period of informal negotiations shall not extend beyond twenty (20) days after date that notice of a dispute is given by Texaco, unless otherwise agreed to in writing by the State.

33. If informal negotiations do not result in resolution of the dispute, then the position of the State shall prevail, unless Texaco exercises its right to petition the Court in accordance with this Section. Texaco may petition the Court within thirty (30) calendar days of the end of the informal negotiations period for resolution of the dispute. The petition shall set forth the nature of the dispute and a proposal for its resolution. Further briefing and argument on the petition will comply with the requirements of the Local Rules for the Southern District of Illinois, subject to

such modifications as may be sought from the Court.

34. In all disputes under this Section, Texaco shall bear the burden of proof/persuasion.

35. Except as otherwise provided in this Decree, the invocation of dispute resolution under this Section shall not extend, postpone, or affect in any way any obligation of Texaco under this Consent Decree not directly in dispute, unless the State or the Court agrees otherwise.

XII. RETENTION OF RECORDS

36. Until three years after completion of the remediation of the Site pursuant to Section 107(a)(1-4)(A) of CERCLA after issuance of the RI/FS and Final Record of Decision ("ROD") for the Site, including the performance of any other additional response actions identified pursuant to Section 121(c) of CERCLA, Texaco shall preserve and retain all records and documents now in its possession or control or that come into its possession or control that relate to the identification, nature, and quantity of contaminants at the Site, the nature and extent of alleged releases of contaminants from the Site, or the pathway of any alleged release of any contaminants to or from the Site. This obligation does not apply to records or documents previously exchanged between Texaco and the State prior to the Date of Lodging of this Decree. . Upon request by the State within ninety (90) days of the conclusion of this document-retention period,, Texaco shall produce or make available for inspection any requested non-privileged records or documents at a mutually convenient time and place before destroying any such records or documents.

37. In addition to the opportunity to obtain documents at the conclusion of the document-retention period set forth in the preceding Paragraph 36, the State may request at any time during the document-retention period, that Texaco make available for inspection or, at Texaco's option, produce any non-privileged documents retained pursuant to the preceding Paragraph, at a mutually convenient time and place after such request is made.

38. With respect to its obligation to retain, produce, or make available records as set forth in this Section, Texaco may assert that certain documents or records requested by the State are privileged under the attorney/client privilege or any other privilege recognized under

applicable law. If Texaco asserts any such privilege, it shall provide the State with the following information relating to any documents or records that are requested by the State and withheld by Texaco as privileged: (a) title of document or record; (b) date of document or record; (c) name and position of the author of the document or record; (d) description of the subject of the document or record; and (e) the specific basis for the privilege asserted. The privilege log relating to the subject documents must be produced to the State at a mutually convenient time and place after Texaco has identified to the State the requested documents that are withheld. Texaco shall retain the documents that are withheld as privileged until any privilege disputes relating to those documents are resolved. However, no final documents, reports created, or data generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

39. This Section in no way affects or limits any obligation of Texaco to retain records under any other administrative or judicial order or agreement, whether such order or agreement is currently extant or created in the future. Further, this Section in no way affects or limits any obligation of Texaco to retain records under any other judicial, statutory, or common law doctrine that would otherwise require retention of records, nor does this Paragraph limit the information-gathering authorities of the State under any applicable laws or regulations.

40. The undersigned representative of each Party certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to legally execute and bind that Party to this Decree.

41. This Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

XIII. ENTIRE AGREEMENT

42. This Consent Decree and Attachments A-G constitute the final, complete, and exclusive agreement and understanding between the State and Texaco with respect to the settlement embodied in the Decree and supersede all prior agreements and understandings, whether oral or written. Other than Attachments A-G, which are attached to and incorporated in this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in

construing the terms of this Decree.

XIV. MODIFICATION

43. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties, or as ordered by the Court upon the noticed motion of any Party.

XV. TERMINATION

44. This Consent Decree shall terminate upon granting of a motion duly filed by Texaco, demonstrating that it has satisfactorily completed performance of all affirmative obligations imposed upon it by this Consent Decree, including the payments and activities required by Section IV of this Decree, and of any outstanding stipulated penalties under Section IX of this Decree. The provisions and effect of Sections V, VI-VIII and XII shall survive termination of the Decree.

XVI. PUBLIC COMMENT

45. The State has preliminarily determined that the activities to be performed and the payments to be made pursuant to this Decree constitute appropriate action to protect and restore the Natural Resources damaged as alleged in the Complaint and that the payments and activities satisfy the requirements of Section 122(j)(2) of CERCLA, 42 U.S.C. § 9622(j)(2) with respect to Texaco.

46. The Parties acknowledge that this Consent Decree will be subject to a public comment period of not less than thirty (30) days from the date of the State's publication of the Notice of Lodging in the Illinois Register. Consequently, entry of the Decree after lodging shall be deferred to allow the time necessary for the State to obtain and evaluate public comment on this Decree. The State reserves the right to withdraw its consent to this Decree if comments received disclose facts or considerations that show that this Decree is inappropriate, improper, or inadequate. Texaco consents to the entry of this Decree by the Court without further notice. All Parties hereto further agree to actively support approval and entry of this Consent Decree by the Court and to oppose any challenge by any person to court approval and entry of the Decree, or to any provision of the Decree.

47. In the event that there is no Date of Final Approval of this Decree, this Decree and the settlement embodied herein is voidable at the discretion of any Party, and the terms hereof may not be used as evidence in any litigation or other proceeding.

XVII. RETENTION OF JURISDICTION

48. The Court shall retain jurisdiction of this case until termination of this Consent Decree, for the purpose of enabling any of the Parties to apply to the Court for such further order, direction, or relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XI of this Decree (Dispute Resolution).

XVIII. NOTICE

49. Any notice required hereunder shall be in writing and shall be delivered by hand, facsimile or overnight mail as follows:

Notice to the State:

James L. Morgan
Assistant attorney General
Environmental Bureau
500 South Second Street
Springfield, IL 62706

Greg Ratliff
Illinois Environmental Protection Agency
1021 North Grand Avenue East
Springfield, IL 62794-9276

Beth Whetsell
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702

Notice to Texaco:

Joel Garretson, Project Manager
Chevron Environmental Management Company
6001 Bollinger Canyon Road, Building K
San Ramon, California 94583-2324

with a copy to:

Eve W. Barron, Senior Counsel
Chevron U.S.A. Inc.
1600 Smith Street, 27th Floor
Houston, Texas 77002

50. Each Party to this Decree may change the person(s) it has designated to receive notice for that Party, or the addresses for such notice, by filing a written notice of such change with the Court and serving said notice on each of the other Parties to this Decree.

51. Texaco hereby agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XIX. JUDGMENT

52. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the State and Texaco. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

IT IS SO ORDERED

DATED: 29 Dec 2010

s/ Richard Mills

UNITED STATES DISTRICT JUDGE
CENTRAL DISTRICT OF ILLINOIS

RICHARD MILLS, U.S. District Judge

[SIGNATURE PAGE OF PLAINTIFF FOLLOWS IMMEDIATELY]

The Undersigned parties enter into this Consent Decree in the case of *State of Illinois v. Texaco Inc.*

FOR THE STATE OF ILLINOIS

LISA MADIGAN, Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

Date: 12/26/08

s/ Thomas E. Davis

THOMAS E. DAVIS, Chief
Environmental Bureau
Assistant Attorney General
500 South Second Street
Springfield, IL 62706

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

s/ Robert A. Messina

Date: 12/28/08

ROBERT A. MESSINA
Chief Legal Counsel

FOR THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

s/ William K. Richardson

Date: 12/29/2008

WILLIAM K. RICHARDSON
Chief General Counsel

[SIGNATURE PAGE OF DEFENDANT FOLLOWS IMMEDIATELY]

FOR TEXACO INC.

/s/ Frank G. Soler

Date: December 23rd, 2008

Signature

Typed Name: **Frank G. Soler**

Title: **Vice President**

Address: 6001 Bollinger Canyon Rd.
San Ramon, CA 94583

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name: Eve Barron

Title: Senior Counsel

Address: Chevron U.S.A., Inc.
1600 Smith Street, 27th Floor
Houston, TX 77002