

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

UNITED STATES OF AMERICA,)
SOUTH CAROLINA DEPARTMENT OF)
HEALTH AND ENVIRONMENTAL CONTROL)
AND SOUTH CAROLINA DEPARTMENT OF)
NATURAL RESOURCES,)
AS AGENCIES OF THE STATE OF)
SOUTH CAROLINA)

CIVIL ACTION NO. 2:19-cv-1273-RMG

Plaintiffs,)

v.)

EXXONMOBIL OIL CORPORATION,)

Defendant.)

CONSENT DECREE

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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Secretary of the United States Department of the Interior (“DOI”) and the Secretary of the United States Department of Commerce (“Commerce”), filed a complaint in this action pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (“CERCLA”), 42 U.S.C. § 9607.

B. The United States’ complaint alleges that the “Settling Defendant” is liable under CERCLA for damages for injury to, destruction of, or loss of natural resources resulting from the release of hazardous substances at some or all of the nine “Sites” as defined herein. Pursuant to Executive Order 12580 and the National Contingency Plan, 40 C.F.R. Part 300, DOI, through the United States Fish and Wildlife Service (“FWS”) and Commerce, through the National Oceanic and Atmospheric Administration (“NOAA”) have been delegated authority to act as the Federal Trustees for natural resources impacted by the release of hazardous substance at or from the Sites.

C. The Office of the Governor of the State of South Carolina, through the South Carolina Department of Health and Environmental Control (“SCDHEC”) and the South Carolina Department of Natural Resources (“SCDNR”) (collectively, the “State Trustees”), are co-plaintiffs on the complaint in this matter, and seek damages for injury to natural resources pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, and pursuant to South Carolina Code Ann. Section 44-56-200. The State Trustees are acting in their capacity as Trustees for Natural Resources which have been affected by the releases of hazardous substances. 40 C.F.R. § 300.605.

D. By entry into this Consent Decree, the Settling Defendant does not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaint.

E. The Trustees believe Settling Defendant's obligations under this Consent Decree constitute adequate compensation for Natural Resources Damages arising from the release of hazardous substances at and from the Sites.

F. The Parties to this Consent Decree recognize, and the Court by entering this Consent Decree finds, that this Consent Decree: (i) has been negotiated by the Parties in good faith; (ii) will avoid prolonged and complicated litigation among the Parties; (ii) will expedite natural resource restoration actions to be performed by the Trustees; and (iii) is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b). This Court has jurisdiction over the subject matter of the State Trustees' claims under 28 U.S.C. § 1367(a) (Supplemental jurisdiction). The Court also has personal jurisdiction over the Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaints, the Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. The Settling Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the Plaintiffs and upon the Settling Defendant and its successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

“Commerce” means the United States Department of Commerce and any successor departments or agencies of the United States.

“Consent Decree” means this Consent Decree and all appendices attached hereto (listed in Section XIII (Appendices)). In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

“Day” means a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

“DOI” means the United States Department of the Interior and any successor departments or agencies of the United States.

“Effective Date” means the effective date of this Consent Decree as provided by Section XIV of this Consent Decree (Effective Date and Retention of Jurisdiction).

“Interest,” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

“Natural Resource” or “Natural Resources” means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States or the State.

“Natural Resource Damages” means any damages recoverable by the United States or the State on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources at the nine “Sites” as a result of a release of hazardous substances, including, but not limited to: (i) the reasonable costs of assessing such injury, destruction, or loss or impairment arising from or relating to such a release; (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.

“Paragraph” means a portion of this Consent Decree identified by an Arabic numeral or an upper case letter.

“Parties” means the United States, the State, and the Settling Defendant.

“Past Assessment and Restoration Planning Costs” means costs incurred by the respective Trustees through September 31, 2017.

“Plaintiffs” means the United States and the State Trustees.

“Section” means a portion of this Consent Decree identified by a roman numeral.

“Settling Defendant” means Defendant ExxonMobil Oil Corporation.

“Sites” means the nine Sites identified in Appendix. A.

“State” means the State of South Carolina.

“Subparagraph” means a portion of this Consent Decree identified by a lower case letter or an Arabic numeral in parentheses.

“United States” means the United States of America, including all of its departments, agencies, and instrumentalities.

“Trustees” means NOAA, Fish and Wildlife Service, SCDHEC, and SCDNR.

V. STATEMENT OF PURPOSE

4. The mutual objectives of the Parties in entering into this Consent Decree are: (i) to contribute to the restoration, replacement, or acquisition of the equivalent of the natural resources allegedly injured, destroyed, or lost as a result of hazardous substance releases at and from the Sites; (ii) to reimburse reasonable natural resource damage assessment costs incurred by the Trustees; (iii) to resolve the Settling Defendant’s liability for Natural Resource Damages as provided herein; and (iv) to avoid potentially costly and time-consuming litigation.

VI. PAYMENTS BY THE SETTLING DEFENDANT

5. Within 30 days after the Effective Date, the Settling Defendant shall pay a total of \$6,589,211 to the Plaintiffs, as follows.

a. Payments for Trustee Sponsored Natural Resource Restoration Projects.

Settling Defendant shall pay a total of \$6,374,529, to the United States and the State Trustees for Natural Resources Damages. Payment shall be made by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account in accordance with current EFT procedures, referencing DOJ Case Number 90-11-3-11910. Payment shall be made in accordance with instructions provided to the Settling Defendant by the Financial Litigation Unit of the United States Attorney’s Office for the District of South Carolina. Any payments received by the Department of Justice after 4:00 p.m. (Eastern Time) will be credited on the next business day. The total amount to be paid by Settling Defendant pursuant to this Subparagraph 5.a, shall be deposited in a segregated sub-account within the NRDAR Fund, to be managed by DOI for the joint benefit and use of the Trustees to pay for Trustee-sponsored natural resource restoration projects in accordance with Section VII.

b. Payments for Past Assessment and Restoration Planning Costs Incurred by the United States. Settling Defendant shall pay a total of \$128,413 to the United States for past natural resource damage assessment and restoration planning costs incurred by NOAA. Payment shall be made by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account in accordance with current EFT procedures, referencing DOJ Case Number 90-11-3-11910. Payment shall be made in accordance with instructions provided to the Settling Defendant by the Financial Litigation Unit of the United States Attorney’s Office for the District of South Carolina. Any payments received by the Department of Justice after 4:00 p.m. (Eastern Time) will be credited on the next business day.

c. Payment for Past Assessment and Restoration Planning Costs Incurred by SCDHEC. Settling Defendant shall pay \$67,870 to SCDHEC for past natural resource damage

assessment and restoration planning costs. Payment shall be made to SCDHEC by cashier's or certified check made payable to the South Carolina Department of Health and Environmental Control. Settling Defendant shall send the check and notice of payment, referencing "ExxonMobil NRD" and this civil action case name and number to Susan Fulmer, Site Assessment, Remediation & Revitalization Division, South Carolina Department of Health and Environmental Control, 2600 Bull Street, Columbia, SC 29201. Settling Defendant shall also provide notice of this payment according to Section XIII. The payment made pursuant to this Subparagraph shall be applied toward past natural resource damage assessment and restoration planning costs incurred by the SCDHEC.

d. Payment for Past Assessment and Restoration Planning Costs Incurred by SCDNR. Settling Defendant shall pay \$18,399 to SCDNR for past natural resource damage assessment and restoration planning costs. Payment shall be made by cashier's or certified check made payable to the SC Dept. Of Natural Resources. Settling Defendant shall send the check and notice of payment, referencing "ExxonMobil NRD" and this civil action case name and number to Shannon Bobertz, Chief Legal Counsel, SCDNR, P.O. Box 167, Columbia, S.C. 29202. The payment made pursuant to this Subparagraph shall be applied toward past natural resource damage assessment and restoration planning costs incurred by the SCDNR.

6. *Notice of Payment.* Upon making any payment under Paragraph 5, Settling Defendant shall send written notice that payment has been made to the United States, NOAA, DOI, SCDHEC, and SCDNR, in accordance with Appendix B.

7. *Non-Compliance with Payment Obligations.*

a. *Interest.* In the event any payment required by Paragraph 5 is not made when due, the Settling Defendant shall pay Interest on the unpaid balance commencing on the payment due date and accruing through the date of full payment.

b. *Stipulated Damages.* In addition to the Interest required to be paid under the preceding Subparagraph, if any payment required by Paragraph 5 is not made when due, the Settling Defendant shall also pay stipulated damages of \$2,000 for the first 30 days that a payment is late, and \$5,000 per day thereafter through the date of full payment

c. *Payment of Interest and Stipulated Damages.* Any Interest payments under Subparagraph 7.a shall be paid in the same manner as the overdue principal amount, and shall be directed to the same fund or account as the overdue principal amount. Fifty percent (50%) of any stipulated damages payments under Subparagraph 7.b shall be paid to the United States in accordance with payment instructions provided by the Financial Litigation Unit of the United States Attorney's Office for the District of South Carolina, and shall be deposited in the United States Treasury. Twenty-five percent (25%) of any stipulated damages payments under Subparagraph 7.b shall be paid to SCDHEC, in accordance with the instructions set forth in Paragraph 5.c. Twenty-five percent (25%) of any stipulated damages payments under Subparagraph 7.b shall be paid to SCDNR, in accordance with the instructions set forth in Paragraph 5.d.

VII. TRUSTEE-SPONSORED NATURAL RESOURCE RESTORATION PROJECTS

8. *Management and Application of Funds.* All funds deposited in a segregated sub-account within the NRDAR Fund under Subparagraph 5.a. shall be managed by DOI for the joint benefit and use of the Trustees to pay for Trustee-sponsored natural resource restoration efforts

in accordance with this Consent Decree. All such funds shall be applied toward the costs of restoration, rehabilitation, or replacement of injured natural resources, and/or acquisition of equivalent resources, including but not limited to any administrative costs and expenses necessary for, and incidental to, restoration, rehabilitation, replacement, and/or acquisition of equivalent resources planning, and any restoration, rehabilitation, replacement, and/or acquisition of equivalent resources undertaken, excluding Past Assessment and Restoration Planning Costs but including costs incurred after September 31, 2017 .

9. *Restoration Planning.* The Trustees intend to prepare a separate Restoration Plan describing how the funds dedicated for Trustee-sponsored natural resource restoration efforts under this Section will be used. As provided by 43 C.F.R. § 11.93, the Plan will identify how funds will be used for restoration, rehabilitation, replacement, or acquisition of equivalent resources. The Plan may also identify how funds will be used to address services lost to the public until restoration, rehabilitation, replacement, and/or acquisition of equivalent resources is completed.

10. Decisions regarding any use or expenditure of funds under this Section shall be made by unanimous agreement of the Trustees. Settling Defendant shall not be entitled to dispute, in any forum or proceeding, any decision relating to use of funds or restoration efforts under this Section.

VIII. COVENANTS NOT TO SUE BY THE PLAINTIFFS

11. *Covenant by the United States.* Except as specifically provided by Paragraph 13 (General Reservations) and Paragraph 14 (Special Reservations Regarding Natural Resource Damages), the United States covenants not to sue the Settling Defendant for Natural Resource Damages pursuant to CERCLA Section 107, 42 U.S.C. § 9607 or any other statutory or common

law. This covenant not to sue shall take effect upon receipt of the Settling Defendant's payments pursuant to Paragraph 5 of this Consent Decree. This covenant not to sue is conditioned upon the satisfactory performance by the Settling Defendant of its obligations under this Consent Decree.

12. *Covenant by the State Trustees.* Except as specifically provided by Paragraph 13 (General Reservations) and Paragraph 14 (Special Reservations Regarding Natural Resource Damages), the State Trustees covenant not to sue the Settling Defendant for Natural Resource Damages pursuant to CERCLA Section 107, 42 U.S.C. § 9607 or under the South Carolina Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq., the Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10 et seq., or the Coastal Tidelands and Wetlands Act, S.C. Code Ann. § 48-39-10 *et seq.* or any other statutory or common law. This covenant not to sue shall take effect upon receipt of the Settling Defendant's payments pursuant to Paragraph 5 of this Consent Decree. This covenant not to sue is conditioned upon the satisfactory performance by the Settling Defendant of its obligations under this Consent Decree.

IX. RESERVATION OF RIGHTS BY PLAINTIFFS

13. *General Reservations.* The United States and the State Trustees reserve, and this Consent Decree is without prejudice to, all rights against the Settling Defendant and with respect to all matters not expressly included within Paragraph 11 (Covenants by the United States) and Paragraph 12 (Covenants by the State Trustees). Notwithstanding any other provisions of this Consent Decree, the United States and the State Trustees reserves all rights against the Settling Defendant with respect to:

a. claims based on a failure by the Settling Defendant to meet a requirement of this Consent Decree;

- b. liability for injunctive relief or administrative order enforcement under CERCLA Section 106, 42 U.S.C. § 9606;
- c. liability under CERCLA Section 107(a)(4)(A), 42 U.S.C. § 9607(a)(4)(A), for costs of removal or remedial action incurred by the United States Government or a State or an Indian tribe;
- d. liability under Section 107(a)(4)(D), 42 U.S.C. § 9607(a)(4)(D), for costs of any health assessment or health effects study carried out under 42 U.S.C. § 9604(i);
- e. liability for any other costs incurred or to be incurred by the United States or by the State that are not within the definition of Natural Resource Damages;
- f. liability for damages for injury to, destruction of, or loss of natural resources resulting from releases or threatened releases of hazardous substances outside of the Sites;
- g. liability arising from any disposal of hazardous substances at the Sites by the Settling Defendant after the lodging of this Consent Decree; and
- h. criminal liability.

14. *Special Reservations Regarding Natural Resource Damages.* Notwithstanding any other provision of this Consent Decree, the United States and the State Trustees reserve the right to institute proceedings against the Settling Defendant in this action or in a new action seeking recovery of Natural Resource Damages, including reasonable costs of damages assessment, based on: (i) conditions with respect to the Sites, unknown to the Trustees as of the date of lodging of this Consent Decree, that result in releases of hazardous substances that contribute to injury to, destruction of, or loss of Natural Resources; or (ii) information received by the Trustees after the date of lodging of this Consent Decree which indicates that releases of

hazardous substances at the Sites have resulted in injury to, destruction of, or loss of Natural Resources of a type or future persistence that was unknown to the Trustees as of the date of lodging of this Consent Decree. For purposes of this Paragraph conditions or information known to the Trustees shall consist of information that was in the files of, or otherwise in the possession of, any employee, contractor or consultant of one or more of the individual Trustees who worked on any Trustee's natural resource damages assessment for any one or more of the Sites addressed in this Consent Decree.

X. COVENANTS BY THE SETTLING DEFENDANT

15. *Covenants by the Settling Defendant.* The Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States and the State Trustees or its their contractors or employees, with respect to Natural Resource Damages or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement of any payment for Natural Resource Damages from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law; and

b. any claim against the United States or the State Trustees pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Natural Resource Damages.

16. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

17. 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. 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 which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Sites against any person not a Party hereto.

18. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendant is entitled, as of the Effective Date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Natural Resource Damages.

19. The Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against the Settling Defendant for matters related to this Consent Decree, the Settling Defendant will notify the persons identified in Section XII (Notices and Submissions) in writing within 10 days of service of the complaint or claim upon it. In addition, the Settling Defendant shall notify the persons identified in Section XII (Notices and Submissions) within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

20. In any subsequent administrative or judicial proceeding initiated by the United States or the State Trustees for injunctive relief, recovery of response costs or Natural Resource Damages, or other relief relating to the Sites, the Settling Defendant 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 by the United States or the State Trustees 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 Covenants Not To Sue by the United States and the State Trustees set forth in Section VIII.

XII. NOTICES

21. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses set forth in Appendix B, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, the State Trustees, and the Settling Defendant, respectively.

XIII. APPENDICES

22. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is a description and map of each of the nine Sites.

“Appendix B” is the list of addresses for Notice under Section XII.

XIV. EFFECTIVE DATE AND RETENTION OF JURISDICTION

23. This Consent Decree shall take effect upon entry by the Court.

24. The Court shall retain jurisdiction to modify and enforce the terms and conditions of this Consent Decree and to resolve disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Consent Decree.

XV. CONSENT DECREE MODIFICATIONS

25. Any material modification of this Consent Decree shall be made by agreement of the Parties to this Consent Decree and in writing, and shall not take effect unless approved by the Court. Any non-material modification of this Consent Decree shall be made by agreement of the Parties to this Consent Decree and in writing, and shall not take effect until filed with the Court. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

26. The provisions of this Consent Decree are not severable. The Parties' consent hereto is conditioned upon the entry of the Consent Decree in its entirety without modification, addition, or deletion except as agreed to by the Parties.

27. Economic hardship or changed financial circumstances of a Settling Defendant shall not serve as a basis for modifications of this Consent Decree.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. The Settling Defendant consents to the entry of this Consent Decree without further notice. If for any reason the Court should decline to approve this Consent Decree in the form presented, or if approval and entry is subsequently vacated on appeal of such approval and entry, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

29. The undersigned representatives of the Settling Defendant, the United States, and the State Trustees each certify that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document. This Consent Decree may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

30. The Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendant in writing that it no longer supports entry of the Consent Decree.

31. The Settling Defendant shall identify, on the attached signature pages, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of the Settling Defendant with respect to all matters arising under or relating to this Consent Decree. The Settling Defendant hereby agrees to accept service in that manner 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. The Parties agree that the Settling Defendant need not file an answer to the complaint in this action unless or until: (i) the United States or the State has notified the Settling Defendant in writing that it no longer supports entry of this Consent Decree; or (ii) the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

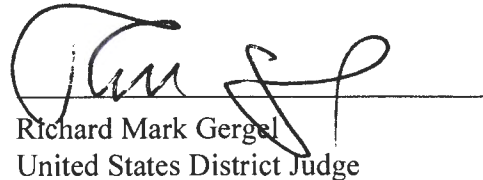
32. This Consent Decree and its appendices constitute the final, complete, and exclusive understanding among the Parties with respect to the settlement embodied in the Consent Decree. The Parties acknowledge that there are no representations, agreements, or

understandings relating to the settlement other than those expressly contained in this Consent Decree.

33. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State Trustees and the Settling Defendant. The Court finds that there is no reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

AND IT IS SO ORDERED.

June 26, 2019
Charleston, South Carolina


Richard Mark Gergel
United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in *United States, et al. v. ExxonMobil Oil Corporation* related to nine Sites in South Carolina.

FOR THE UNITED STATES OF AMERICA:

SHERRI A. LYDON
UNITED STATES ATTORNEY

By: /s/ Lee E. Berlinsky
LEE E. BERLINSKY, Fed ID #05443
Assistant United States Attorney
151 Meeting Street, Suite 200
Charleston, SC 29401
(843) 266-1600
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ELLEN M. MAHAN
DEPUTY SECTION CHIEF

/s/ Steven O'Rourke
STEVEN O'ROURKE
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611 Washington, D.C. 20044-7611
(202) 514 2779
steve.orourke@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in *United States, et al. v. ExxonMobil Oil Corporation* related to nine Sites in South Carolina.

FOR SCDHEC:

/s/ Susan A. Lake
Susan A. Lake, Chief Counsel
South Carolina Department of Health and
Environmental Control
Federal Bar Number 2583
2600 Bull Street
Columbia, SC 29201

THE UNDERSIGNED PARTY enters into this Consent Decree in *United States, et al. v. ExxonMobil Oil Corporation* related to nine Sites in South Carolina.

FOR SCDNR:

ALVIN A. TAYLOR
Director
SC Department of Natural Resources

/s/ Shannon Bobertz
SHANNON BOBERTZ
Chief Legal Counsel
SC Department of Natural Resources
Federal Bar Number 9399
P. O. Box 167
Columbia, SC 29202
Bobertz@dnr.sc.gov
Telephone: (803) 734-4006

THE UNDERSIGNED PARTY enters into this Consent Decree in *United States, et al. v. ExxonMobil Oil Corporation* related to nine Sites in South Carolina.

FOR EXXONMOBIL OIL CORPORATION:



Len Racioppi
Agent and Attorney-in-Fact
ExxonMobil Environmental Services
Company
22777 Springwoods Village Pkwy.
W3.2A
Spring, TX 77381

Person designated to accept service of process on behalf of ExxonMobil Oil Corporation.

Kevin J. Vaughan
Counsel, Environmental & Safety
Exxon Mobil Corporation
22777 Springwoods Village Pkwy., N1.4A.481
Spring, TX 77389

APPENDIX A
To Consent Decree in United States, et al, v. Exxon Mobil Oil Corp.

Identifications of the Nine Sites

Paragraph 3 of the Consent Decree defines “Sites” to be the nine sites listed herein. Numbers in parentheses (SCD, SCN, SCS, and SC) are site identification numbers. Each Site is further delineated in the attached maps, which are incorporated herein.

1. **Atlantic Phosphate Works Site** (SCD000822171) is located in the Charleston Heights area that lies north of downtown Charleston, South Carolina on the west side of the peninsula formed by the Ashley and Cooper Rivers. The Site encompasses approximately 65 acres of which approximately 31 acres are salt marsh.
2. **GCW Ponpon Site** (SCN000410142) is located along US 17 and the east bank of the Edisto River at Pon Pon in Adams Run, South Carolina. The site is currently occupied by scattered residences.
3. **Lambs Fertilizer Site** (SCS123457011) is located on Lambs Road in North Charleston, South Carolina. The Site encompasses approximately 334 acres, and is bounded to the east by Dorchester Road and to the west by the Ashley River, to the north by a residential area, and to the south by a shopping plaza, apartments, and undeveloped land.
4. **Port of Baldwin Mines Site** (SCN000407725) is located on the west bank of the Beaufort River along Ladys Island Drive in Port Royal, South Carolina. The Site covers approximately 29 acres and is currently occupied by a residential community (Port Royal Landing), the Port Royal Landing Marina, two condominium properties (RiverWind and River Club), an assisted living facility (River Oaks), and an office building.
5. **Stono Phosphate Site** (SC0002316404) is located in the Charleston Heights area that lies north of downtown Charleston, South Carolina on the west side of the peninsula formed by the Ashley and Cooper Rivers. The 15 acre Site is bounded to the south by the Atlantic Phosphate Site.
6. **Swift Agrichem Site** (SCD058181991) is located in the Charleston Heights area that lies north of downtown Charleston, South Carolina on the west side of the peninsula formed by the Ashley and Cooper Rivers. The 44 acre Site is bounded to the north by I-26, to the west by salt marsh, and to the south by the Ashley River.
7. **VCC Blacksburg Site** (SCS123457103) is located in a rural area west of Blacksburg, South Carolina. An abandoned Norfolk Southern Railroad spur traverses the Site on the north and North Shelby Road bounds the Site to the south.
8. **VCC Greenville Site** (SCN000407814) is located northeast of the intersection of Anderson Road and Somerset Street in Greenville, South Carolina. The 44 acre Site is bounded to the west by Anderson Road and to the east by the Norfolk Southern Railroad.

9. **Wando Phosphate Site** (SCS123457104) is located in the Charleston Heights area that lies north of downtown Charleston, South Carolina on the west side of the peninsula formed by the Ashley and Cooper Rivers. The boundaries of the 74 acre site are defined by King Street Extension to the northeast, the Ashley River to the southwest, and the Swift Agrichem Site to the northwest.

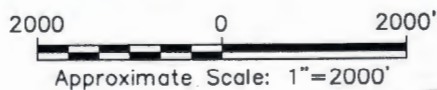
XREFS:

IMAGES:

SC Charleston.tif



REFERENCE: BASE MAP SOURCE: USGS 7.5 MINUTE QUAD., CHARLESTON, SOUTH CAROLINA (1979)



FORMER ATLANTIC PHOSPHATE WORKS SITE
CHARLESTON, SOUTH CAROLINA
**ANNUAL POST-REMOVAL ACTION
GROUNDWATER MONITORING REPORT**

SITE LOCATION MAP



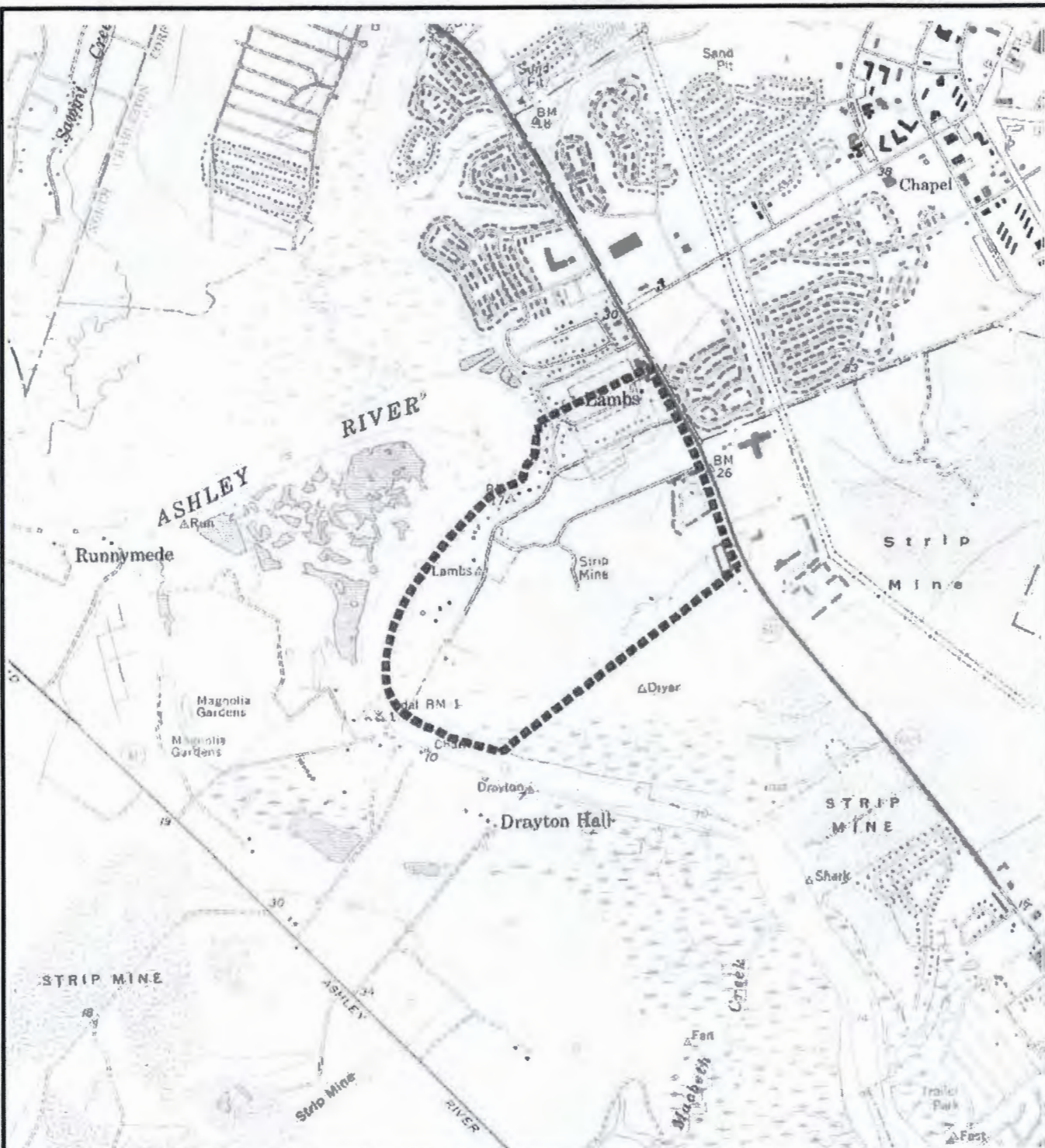
**Design & Consultancy
for natural and
built assets**

FIGURE

1



CITY/CITY DIV GROUP 41 DB LELLS, MEYER LD (OH) PIC (OH) PM (Reqd) TM (Op) LVR (ON) OFF-REF
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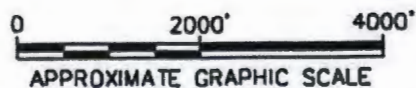
REFERENCE: BASE MAP USGS 7.5 MIN. QUAD., LADSON/JOHNS ISLAND, NORTH CHARLESTON, S.C., 1958 PHOTOREVISED 1979

LEGEND:

----- APPROXIMATE BOUNDARY OF FORMER LAMBS TRACT



AREA LOCATION



LAMBS SITE
 NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA
 REMOVAL ACTION COMPLETION REPORT

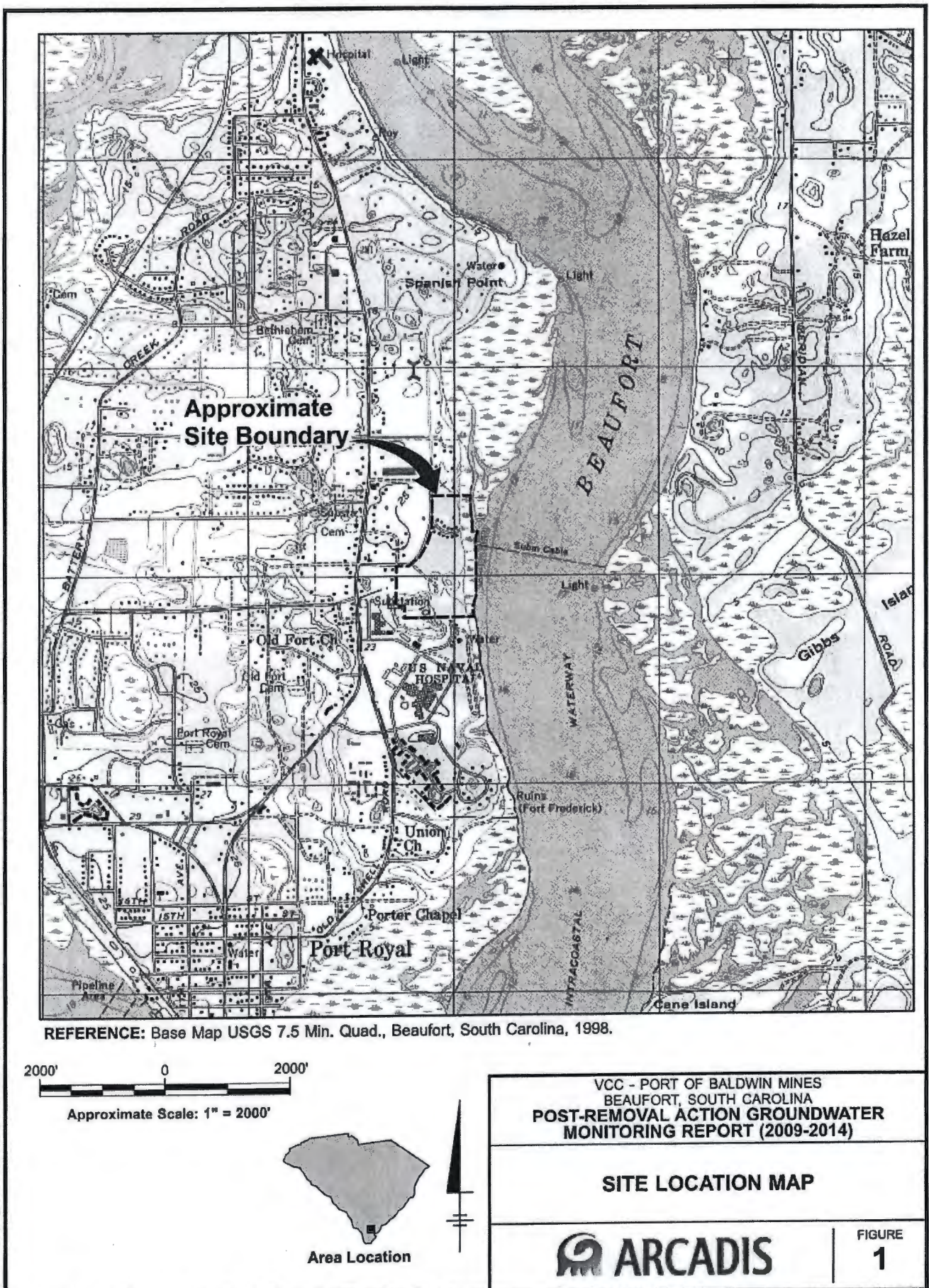
SITE LOCATION MAP



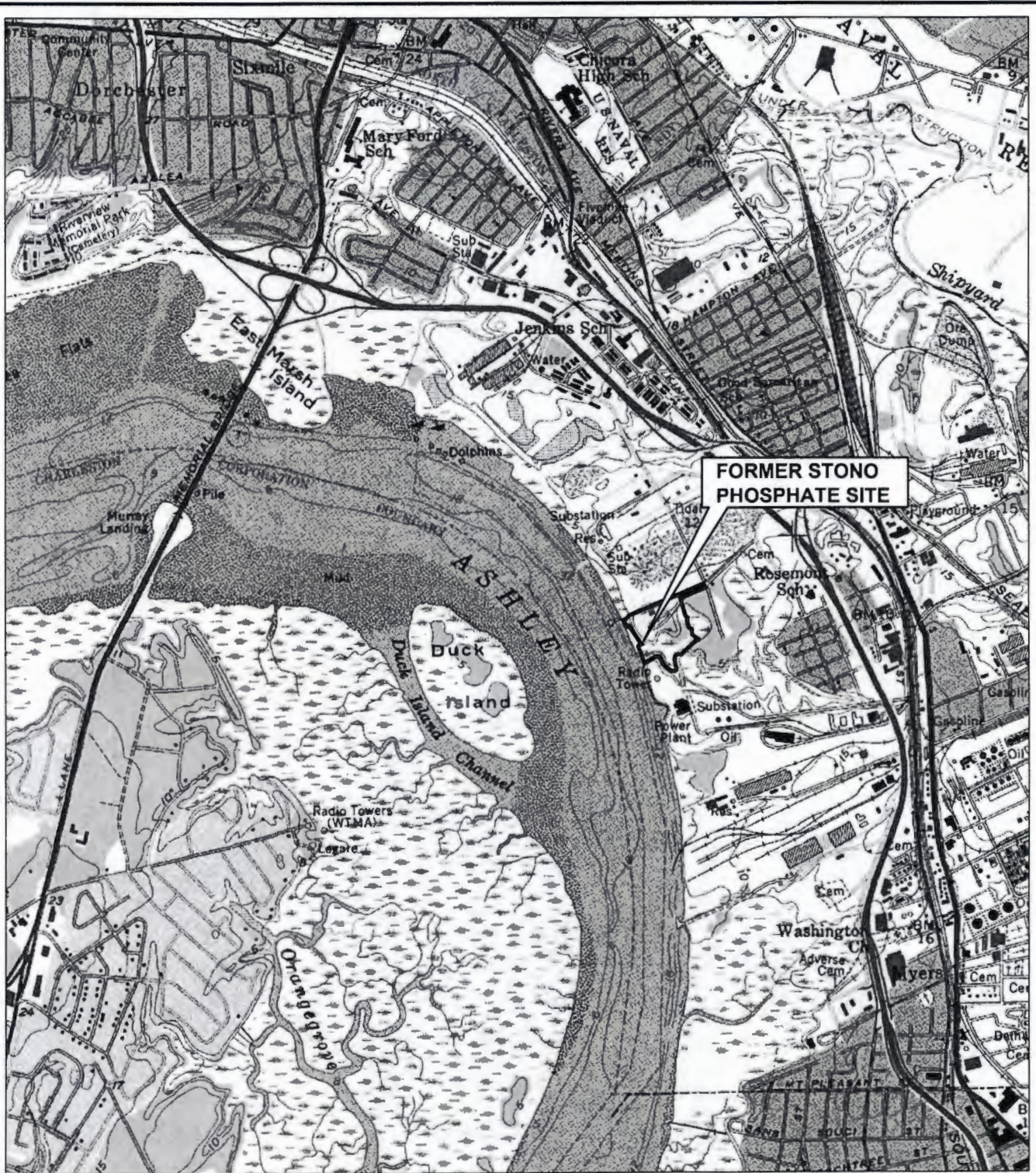
FIGURE

1-1

08/27/14 RALEIGH-ENV-CAD-LEE
G:\ENV-CAD\Raleigh\ACTB0085737\1410\00008\PRAGM85737N01.CDR



CITY: SYRACUSE, NY DIV: GROUP: EBC-INDV DBLD: L. ROSENMAIER PM: J. PURVIS LVR: (OP) (ON) = OFF = REF
 G:\ENVCAD\SYRACUSE\ACT\B000571\B000571\SC-STONOUJUNE2017\85715N01.dwg LAYOUT: 1 SAVED: 6/19/2017 4:28 PM ACADVER: 20.1S (LMS TECH) PAGESETUP: — PLOTSTYLETABLE: PLTULL.CTB PLOTTED: 10/12/2017 9:57 AM BY: SARTORI, KATHERINE



REFERENCE: BASE MAP USGS 7.5. MIN. TOPO. QUAD., CHARLESTON, SOUTH CAROLINA, 1979, PHOTOREVISED YEAR.

0 2000' 4000'
 Approximate Scale: 1 in. = 2000 ft.



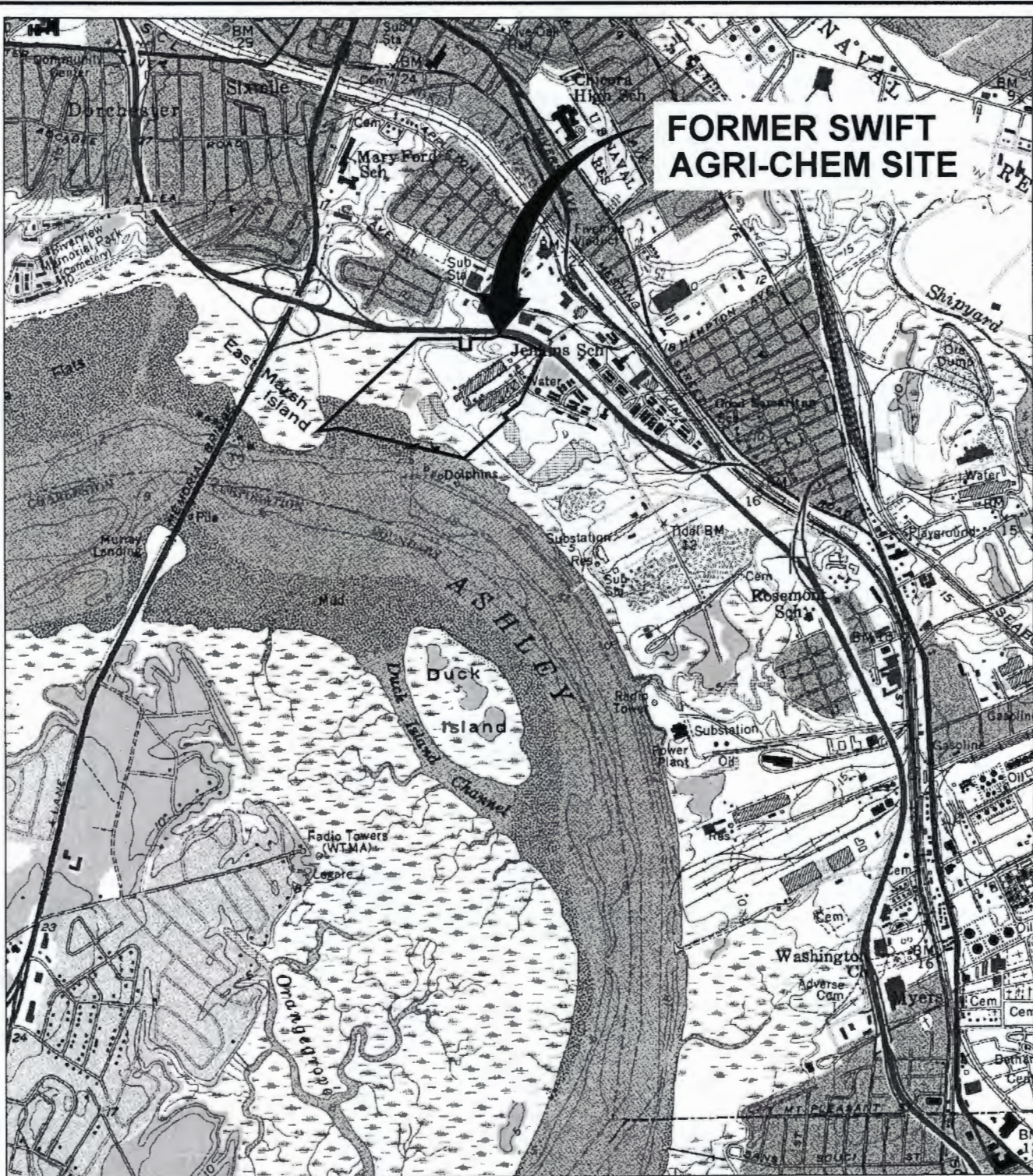
FORMER STONO PHOSPHATE WORKS SITES
 CHARLESTON, SOUTH CAROLINA
 SEMI-ANNUAL POST-REMOVAL ACTION
 GROUNDWATER MONITORING REPORT

SITE LOCATION MAP

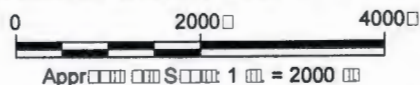
ARCADIS Design & Consultancy
 for natural and built assets

FIGURE

1



REFERENCE: BASE MAP USGS 7.5. MIN. TOPO. □UAD., CHARLESTON, SOUTH CAROLINA, 1958, PHOTOREVISED 1979



FORMER SIFT AGRI-CHEM SITE
NORTH CHARLESTON, SOUTH CAROLINA
SEMI-ANNUAL POST-REMOVAL ACTION
GROUNDWATER MONITORING REPORT

SITE LOCATION MAP

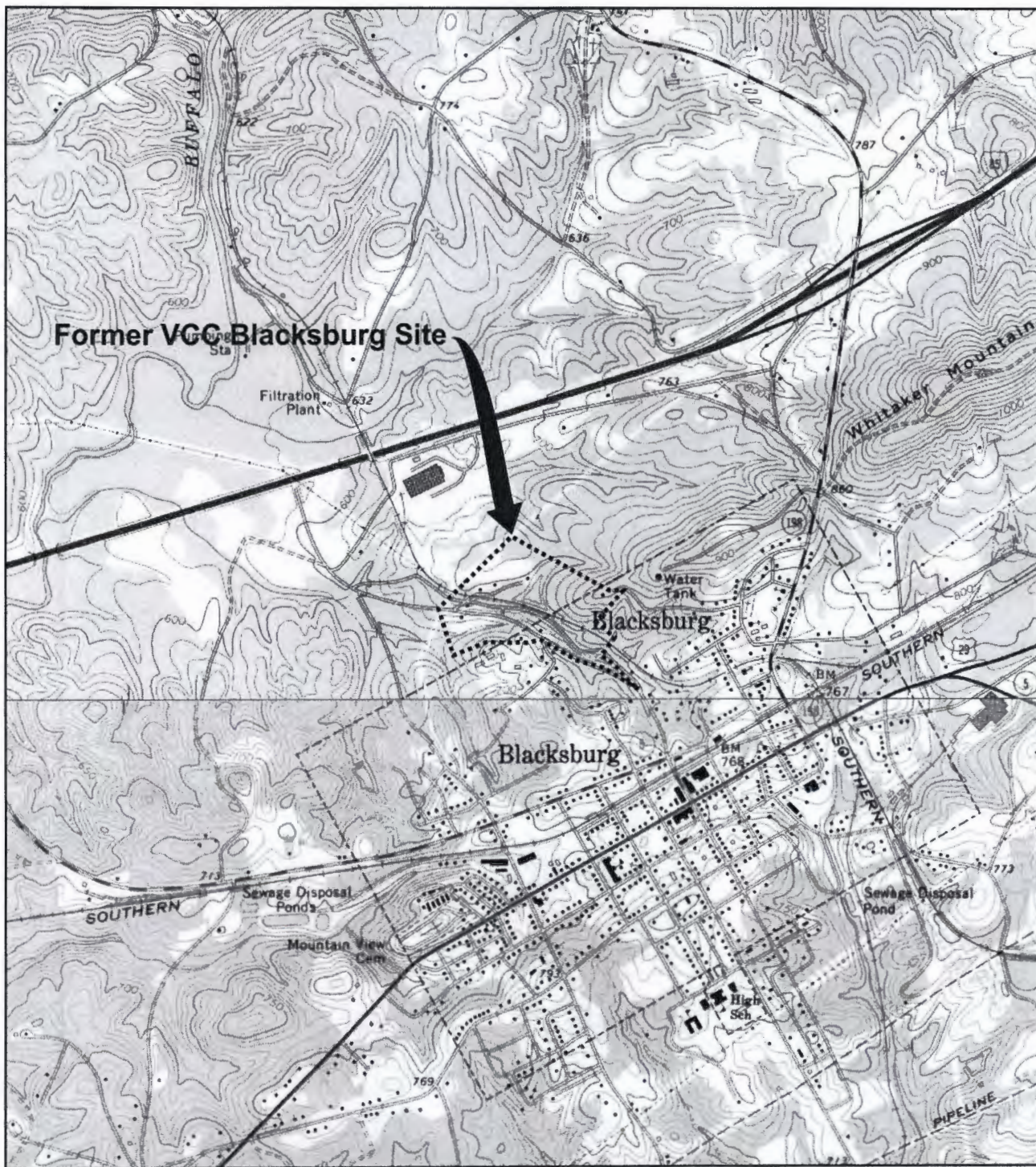


ARCADIS

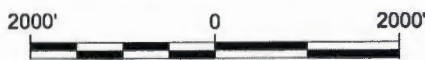
FIGURE

1

CITY: SYRACUSE, NY DWG: GROUP: ENVCAD DB: L. POSENAUER PM: T. MOSHER LTR: (OPTION="OFF"=REF*)
 3: G:\ENVCAD\SYRACUSE\ACT\B085716\192020000\B01 G2012AC\ MR195716\B01.dwg PAGES: 18 (18 LMS TECH) PLOT: 1/12/2015 9:07 AM BY: POSENAUER, LISA



REFERENCE: BASE MAP USGS 7.5 MIN. QUAD., BLACKSBURG NORTH, N.C.-S.C., AND BLACKSBURG SOUTH, SC., 1971.



Approximate Scale: 1" = 2000'



Area Location

EXXONMOBIL
VCC BLACKSBURG, SOUTH CAROLINA
ANNUAL POST-REMOVAL ACTION
GROUNDWATER MONITORING REPORT

SITE LOCATION MAP



FIGURE
1



REFERENCE: Base Map USGS 7.5 Min. Quad., Greenville, South Carolina, Provisional Edition 1983.

2000' 0 2000'
Approximate Scale: 1" = 2000'



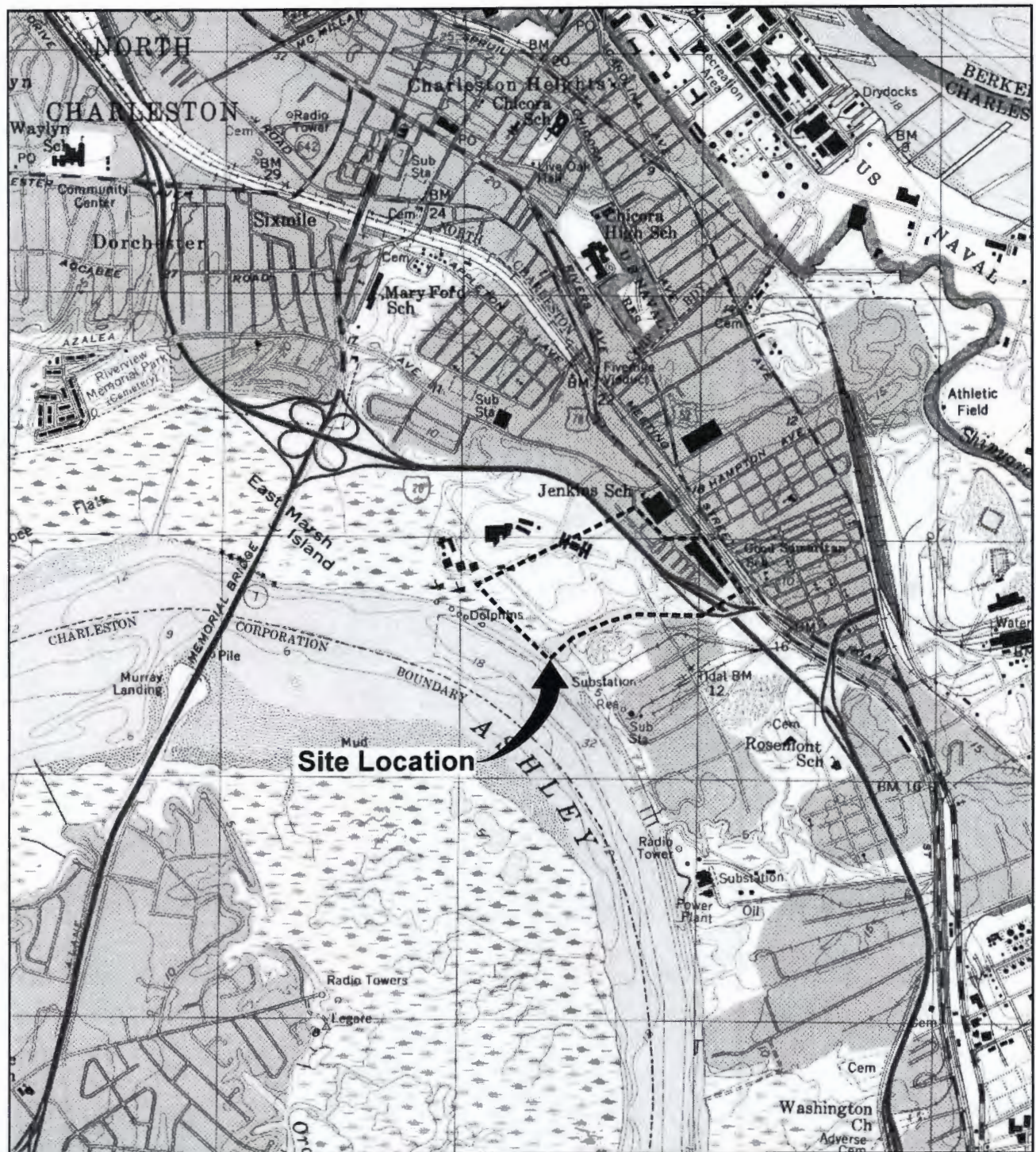
Area Location

EXXONMOBIL
GREENVILLE, SOUTH CAROLINA
2014 SUPPLEMENTAL REMOVAL
ACTION COMPLETION REPORT

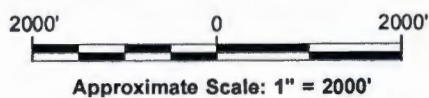
SITE LOCATION MAP



FIGURE
1-1



REFERENCE: BASE MAP USGS 7.5 MIN. QUAD., CHARLESTON, S.C. 1994.



EXXONMOBIL
FORMER WANDO PHOSPHATE MILL SITE
RADR/RAWP

SITE LOCATION MAP



FIGURE
1

APPENDIX B
Addresses for Notices

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-11910

As to NOAA:

Corinna McMackin
Attorney-Advisor
Natural Resources Section
NOAA General Counsel Office
55 Great Republic Drive
Gloucester, MA 01930
corinna.mcmackin@noaa.gov
(978) 281-9231

As to DOI:

Harriet M. Deal, Attorney-Advisor
United States Department of the Interior
Office of the Solicitor
Southeast Region
75 Ted Turner Drive, S.W., Room 304
Atlanta, Georgia 30303

with a copy to

Harriet M. Deal, Attorney-Advisor
3077 East Ramble Lane
Decatur, GA 30033

As to SCDHEC:

Susan Lake
Chief Counsel
SC Department of Health and Environmental Control
2600 Bull Street
Columbia, SC 29201
(803) 898-3570
lakesa@dhec.sc.gov

As to SCDNR

Shannon Bobertz
Chief Counsel
SC Department of Natural Resources
P. O. Box 167
Columbia, SC 29202
Telephone: (803) 734-4006

As to Settling Defendant Exxon:

Kevin J. Vaughan
Counsel, Environmental & Safety
Exxon Mobil Corporation
22777 Springwoods Village Pkwy., N1.4A.481
Spring, TX 77389