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CIRCUIT COURT
FOR MULTNOMAH COUNTY

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, ex rel. STEPHANIE HALLOCK, DIRECTOR, DEPARTMENT OF ENVIRONMENTAL QUALITY,
Plaintiff,

v.

ARKEMA INC., BAYER CROPSCIENCE, INC., BNSF RAILWAY COMPANY, CHEVRON U.S.A. INC., a Pennsylvania corporation, CITY OF PORTLAND, CONOCOPHILLIPS COMPANY, GUNDERSON LLC, KINDER MORGAN, NW NATURAL, OREGON STEEL MILLS, INC., PORT OF PORTLAND, SILTRONIC CORPORATION, TIME OIL CO., AND UNION PACIFIC RAILROAD COMPANY,
Defendants.

Case No. 0610-10510

CONSENT JUDGMENT
("General Judgment")

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11 1. Purpose

12 This Consent Judgment is filed pursuant to ORS 465.325, and is filed simultaneously
13 with and for the purpose of resolving the underlying complaint by the State of Oregon. Plaintiff
14 State of Oregon ex rel. the Oregon Department of Environmental Quality (“DEQ”) and
15 Defendants Arkema Inc., Bayer CropScience, Inc., BNSF Railway Company, Chevron U.S.A.
16 Inc., a Pennsylvania corporation, City of Portland, ConocoPhillips Company, Gunderson LLC,
17 Kinder Morgan, NW Natural, Oregon Steel Mills, Inc., Port of Portland, Siltronic Corporation,
18 Time Oil Co., and Union Pacific Railroad Company (collectively, “Defendants”) desire to
19 resolve this action without litigation and have agreed to entry of the Consent Judgment without
20 admission or adjudication of any issue of fact or law. The mutual objectives of the parties are:
21 (a) to resolve Defendants’ liability for certain remedial action costs at the Portland Harbor
22 Superfund Site; and (b) to protect public health, safety, and welfare and the environment by the
23 implementation of a remedial investigation and feasibility study at the Portland Harbor
24 Superfund Site in accordance with the federal Comprehensive Environmental Response,
25 Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* (“CERCLA”) and consistent with
26 Oregon’s Hazardous Substance Removal and Remedial Action Statute, ORS 465.200 *et seq.*

1 2. Stipulations and Findings

2

3 A. Each Defendant stipulates:

4 (1) To entry of this Consent Judgment;

5 (2) To perform and comply with all provisions of this Consent Judgment; and

6 (3) In any proceeding brought by DEQ to enforce this Consent Judgment, not to
7 litigate this Court's jurisdiction over this matter or the validity of the Consent Judgment.

8 B. DEQ makes the following findings of fact, which Defendants neither admit nor
9 deny:

10 (1) Investigations of sediments and water quality in the Willamette River within
11 the area commonly known as Portland Harbor have revealed a broad range of hazardous
12 substance contaminants. These contaminants are "hazardous substances" within the meaning of
13 ORS 465.200(16), and constitute a "release" or "threat of release" of hazardous substances into
14 the environment within the meaning of ORS 465.200(22). The Portland Harbor area is a
15 "facility" within the meaning of ORS 465.200(13).

16 (2) In response to this contamination, DEQ undertook a number of measures for
17 the protection of public health and the environment, including but not limited to site discovery
18 and assessment to locate sources of the contamination, development of a Portland Harbor
19 Sediment Investigation Work Plan to guide investigation of the sediments contamination,
20 consultation and negotiation with potentially responsible parties ("PRPs") regarding the design
21 and implementation of the plans, coordination with federal agencies and tribes having interests in
22 the Willamette River, and the undertaking of cooperative agreements and public outreach
23 necessary to these efforts. DEQ undertook these measures pursuant to its authorities under the
24 state environmental cleanup law, ORS 465.200 *et seq.* DEQ incurred unreimbursed costs of
25 \$1,902,171.31 through December 31, 2000 in undertaking these activities ("Past Remedial
26

1 Action Costs”). These costs are “remedial action costs” within the meaning of ORS
2 465.200(24).

3 (3) On December 1, 2000, the U.S. Environmental Protection Agency (“EPA”)
4 placed the Portland Harbor area on the National Priority List pursuant to CERCLA, as the
5 Portland Harbor Superfund Site (“Site”). The Site consists of the areal extent of contamination,
6 and all suitable areas in proximity to the contamination necessary for implementation of response
7 action, at, from, and to the Portland Harbor Site Assessment Area from approximately River
8 Mile 3.5 to River Mile 9.2, including uplands portions of the Site that contain sources of
9 contamination to the sediments at, on, or within the Willamette River. The final boundaries of
10 the Portland Harbor Superfund Site will be established by EPA when it selects a final cleanup
11 remedy for the Site. On September 28, 2001, EPA issued an Administrative Order on Consent
12 for Remedial Investigation/Feasibility Study entered with a number of PRPs, which consent
13 order is attached to this Consent Judgment as Exhibit 1. On April 27, 2006, EPA and the PRPs
14 entered an Administrative Settlement Agreement and Order on Consent for Remedial
15 Investigation/Feasibility Study, which amended the September 28, 2001 consent order. The
16 consent order, U.S. EPA Docket No. CERCLA-10-2001-0240, including any existing or future
17 amendment and related existing or future EPA settlement with additional parties for RI/FS Work,
18 as defined in Section 4.A below, is referred to in this Consent Judgment as the “EPA Settlement
19 Agreement”, which is incorporated by reference into this Consent Judgment. The EPA
20 Settlement Agreement requires the signatory PRPs to that agreement to perform an in-water
21 remedial investigation and feasibility study (“RI/FS”) for the Site, provides for EPA oversight
22 and enforcement of that work, provides for DEQ oversight of the work as a support agency to
23 EPA, and requires reimbursement by signatory PRPs of costs incurred by DEQ as support
24 agency on or after January 26, 2001.

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1 (4) Pursuant to a *Memorandum of Understanding for Portland Harbor*
2 *Superfund Site* entered in February 2001, DEQ and EPA have agreed to share responsibility for
3 investigation and cleanup of the Site. DEQ is responsible for overseeing the investigation and
4 control of contaminant sources to the Site. EPA is responsible for overseeing the investigation
5 and cleanup of in-water contamination. Each agency also acts as a support agency to the other
6 agency's efforts.

7 (5) Each Defendant listed in Section 1 above is a "person" within the meaning
8 of ORS 465.200(21), and a liable person under ORS 465.255.

9 (6) On July 1, 2006, DEQ published notice of this Consent Judgment as a
10 proposed consent judgment and provided opportunity for public comment. In accordance with
11 ORS 465.325(4)(d) and 465.320(1), the notice was published in the *Oregon Bulletin* and *The*
12 *Oregonian* newspaper. DEQ also mailed the notice to a number of individuals and entities. On
13 July 18, 2006, DEQ held a public meeting to receive oral comment on the proposed consent
14 judgment. The public comment period ended August 1, 2006. DEQ received a number of
15 written and oral comments, which are described in the *Presiding Officer Report* dated September
16 2006, and attached to and incorporated into this Consent Judgment as Exhibit 2.

17 (7) By *Signature Authority* memorandum dated September 11, 2003, the DEQ
18 Northwest Region Administrator is delegated the authority of the DEQ Director to approve and
19 execute this Consent Judgment.

20 (8) After consideration of the public comments in accordance with ORS
21 465.325(4)(d), the Director of DEQ determines that the comments do not disclose facts or
22 considerations indicating that the proposed consent judgment is inappropriate, improper, or
23 inadequate. The Director further determines, in accordance with ORS 465.325(1) and (7), that
24 this Consent Judgment and all of Defendants' commitments under the Consent Judgment will
25 expedite removal or remedial action, minimize litigation, be consistent with rules adopted under
26 ORS 465.400, and be in the public interest. These determinations are based on the

1 administrative record described in the *Administrative Record Index* attached to and incorporated
2 by reference into this Consent Judgment as Exhibit 3.

3 3. Payment of Remedial Action Costs

4
5 A. Past Remedial Action Costs. Within 30 days of entry of this Consent Judgment,
6 Defendants shall make payment to DEQ of \$600,000.00. This payment is made in
7 reimbursement of, and satisfaction of each Defendant's liability for, DEQ's Past Remedial
8 Action Costs incurred through December 31, 2000 and any interest accrued thereon. Payment
9 shall be made by certified or cashiers check made payable to "State of Oregon, Hazardous
10 Substances Remedial Action Fund," and mailed to: Oregon Department of Environmental
11 Quality, Accounting, 811 SW Sixth Ave., Portland, OR 97204. The payment shall reference the
12 "Portland Harbor Consent Judgment." Upon receipt of the payment by DEQ, sole legal and
13 equitable right, title, and interest in such money and interest earned on the money irrevocably
14 vests in the State of Oregon, and each Defendant waives, discharges, and releases any claim to or
15 recourse against the money; provided, the Defendants reserve the right to seek enforcement of
16 DEQ's obligations under this Consent Judgment.

17 B. Interim Remedial Action Costs. Within 30 days of entry of this Consent
18 Judgment, DEQ shall provide Defendants with an invoice for costs incurred by DEQ in
19 connection with developing and obtaining Court approval of this Consent Judgment ("Interim
20 Remedial Action Costs"). Within 30 days of receipt of DEQ's invoice, Defendants shall pay the
21 amount invoiced, by certified or cashier's check(s) made payable to "State of Oregon, Hazardous
22 Substances Remedial Action Fund," and mailed to: Oregon Department of Environmental
23 Quality, Accounting, 811 SW Sixth Ave., Portland, OR 97204. The payment shall reference the
24 "Portland Harbor Consent Judgment." This payment is made in satisfaction of each Defendant's
25 liability for Interim Remedial Action Costs, and is in addition to the payment required under
26 Section 3.A above.

1 C. Oversight Costs. Defendants shall reimburse costs incurred by DEQ in
2 implementation and oversight of performance of the EPA Settlement Agreement and billed on or
3 after January 26, 2001 ("Oversight Costs"). Payments shall be made subject to the provisions of
4 and in accordance with Section XXIII of the EPA Settlement Agreement, and are in addition to
5 payments required under Sections 3.A and B above.

6 D. Earmarked Work. Upon receipt of the payment for Past Remedial Action Costs
7 required under Section 3.A above, DEQ shall forward \$400,000.00 of the payment to the Oregon
8 State Treasurer for deposit into an interest-bearing site-specific account within the Hazardous
9 Substances Remedial Action Fund (the "Portland Harbor Source Control Account"). The
10 Portland Harbor Source Control Account shall be dedicated for use at DEQ's direction at the Site
11 for: (a) funding of a stormwater source control project manager for a minimum of six months; (b)
12 funding of a stormwater technical assistance coordinator for a minimum of two years; (c)
13 funding of a source control project manager for a minimum of six months; and (d) developing
14 information, collecting data, or providing technical assistance on stormwater source control. If
15 any money remains or will foreseeably remain in the Portland Harbor Source Control Account at
16 the time of issuance by EPA of a Record of Decision for the final in-water remedy for the Site,
17 DEQ may make any expenditure from the Portland Harbor Source Control Account authorized
18 by law.

19 4. Work to be Performed

20
21 A. Remedial Investigation and Feasibility Study. Defendants shall perform or fund
22 the RI/FS as directed by EPA under the EPA Settlement Agreement ("RI/FS Work"), in
23 accordance either with their respective status as signatories to the Settlement Agreement or their
24 funding contribution to performance of the RI/FS Work. All provisions of the EPA Settlement
25 Agreement related to performance of the RI/FS, including but not limited to provisions regarding
26 DEQ access to property, data, and records, DEQ receipt of reports and other deliverables, and

1 DEQ review and comment on deliverables, shall apply to and govern performance of this RI/FS
2 Work obligation under this Consent Judgment.

3 B. Certification of Funding Contribution. On or before March 1 of each year that this
4 Consent Judgment is in effect, Defendants' Project Managers identified in Section 5.A below
5 shall certify in writing to DEQ whether Defendants who are not signatories to the EPA
6 Settlement Agreement are in compliance with their obligation to contribute to funding of
7 performance of the RI/FS Work. Defendants' Project Managers may also notify DEQ in writing
8 at any time that any Defendant is not in compliance with its obligation to contribute to funding of
9 performance of the RI/FS Work, and must provide any such notice to the applicable Defendant at
10 the same time. Within 30 days of receipt of any such notice, the applicable Defendant must
11 either (a) cure its failure to contribute to funding of performance of the RI/FS Work, or (b)
12 commence dispute resolution in accordance with Section 11 below.

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1 5. Notices

2 A. Project Managers. All notices and other communications required under or
3 relating to this Consent Judgment shall be directed to:

4 DEQ Project Manager
5 Jim Anderson
6 Oregon Department of
7 Environmental Quality
8 2020 SW 4th Ave., Suite 400
9 Portland, OR 97201
10 Tel: 503-229-6825
11 Fax: 503-229-6945
12 anderson.jim@deq.state.or.us

Defendants' Project Managers
Jim McKenna,
LWG Project Manager Co-Chair
Port of Portland
121 NW Everett, PO Box 3529
Portland, OR 97208
Tel: (503)944-7325
Fax: (503)944-7353
Jim.mckenna@portofportland.com

Robert Wyatt
LWG Project Manager Co-Chair
NW Natural
220 NW 2nd Avenue
Portland, OR 97209
Tel: (503) 226-4211 x5425
Fax: (503) 273-4815
rjw@nwnatural.com

14
15 B. Defendant Representatives. All notices and other communications required under or
16 relating to this Consent Judgment shall be directed to:

17 Arkema Group (c/o Legacy Site Services,
18 LLC Exclusive Agent for Arkema)

19 Doug Loutzenhiser
20 Executive Vice President
21 Legacy Site Services
22 468 Thomas Jones Way, Suite 150
23 Exton, PA 19341-2528
24 T: 610 594-4424
25 F: 610 594-4439
26 doug.loutzenhiser@total.com

23 Claudia K. Powers, Attorney
24 Ater Wynne
25 222 SW Columbia, Ste 1800
26 Portland, OR 97201
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Robert C. Lockemer
Global Environmental Manager

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2 Bruce Sheppard
3 Mgr Environmental Remediation
4 BNSF Railway Company
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12 Richard Chatfield-Taylor, Attorney
13 Chevron U.S.A., Inc.
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21 City of Portland

22 Jan L. Betz, Deputy City Attorney
23 City of Portland
24 1221 SW 4th Avenue, Room 430
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26

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3 370 Van Gordon
4 PO Box 281304
5 Lakewood, CO 80228-8304

4 NW Natural

5 Patty Dost, Attorney
6 Schwabe, Williamson & Wyatt
7 1211 S.W. Fifth Avenue Suite 1900
8 Portland, OR 97204
9 T: (503) 796-2449
10 F: (503) 796-2900
11 pdost@schwabe.com

9 Robert Wyatt
10 LWG Project Manager Co-Chair
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12 220 NW 2nd Avenue
13 Portland, OR 97209
14 T: (503) 226-4211 x5425
15 F: (503) 273-4815
16 rjw@nwnatural.com

13 Oregon Steel Mills, Inc.

14 Mike Pettit, Assistant Controller
15 Oregon Steel Mills, Inc.
16 14400 N. Rivergate Blvd.
17 Portland, OR 97208
18 T: (503)240-5788
19 M: (503)240-5777
20 PetittM@osm.com

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20 Riddell Williams
21 1001 Fourth Avenue Plaza
22 Suite 4500
23 Seattle, WA 98145-1065
24 ldunn@riddellwilliams.com

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2 Robert C. Bylsma
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5 Roseville, CA 95614

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6. Records

A. For 10 years after entry of this Consent Judgment, each Defendant shall preserve and retain all records now in its possession or control, or which come into its possession or control, that may relate in any way to liability of Defendant and its predecessors, successors, agents, and assigns under federal or state law with respect to hazardous substance contamination at the Site. Upon DEQ's request, Defendant shall provide such records to DEQ or make them available for copying by DEQ. At the conclusion of the 10-year retention period, and for five years thereafter, Defendant shall provide DEQ with 60 days' notice before destruction or other disposal of such records, and, upon DEQ's request, provide such records to DEQ or make them available for copying by DEQ.

B. A Defendant may assert a claim of confidentiality regarding any of Defendant's records submitted to or copied by DEQ pursuant to this Consent Judgment. DEQ shall treat records for which a claim of confidentiality has been made in accordance with ORS 192.410 through 192.505. If a Defendant does not make a claim of confidentiality at the time Defendant's records are submitted to or copied by DEQ, the records may be disclosed without notice to the Defendant.

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1 C. Defendants reserve the right to claim the attorney-client privilege and/or attorney
2 work product immunity, and DEQ reserves the right to challenge any such claim by Defendants.

3 7. Effect of Settlement

4

5 A. No Defendant admits any liability, violation of law, or factual or legal findings,
6 conclusions, or determinations made by DEQ under this Consent Judgment.

7 B. Nothing in this Consent Judgment is intended to create any rights or defenses or
8 grant any cause of action in favor of any person who is not a party to this Consent Judgment.

9 C. If for any reason the Court declines to approve this Consent Judgment, the terms
10 of the settlement may not be used in evidence in any litigation among or against the parties.

11 D. The rights and obligations of this Consent Judgment apply to the parties and their
12 respective officers, directors, shareholders, partners, owners, employees, successors, agents, and
13 assigns; provided, the covenant not to sue and contribution provisions, respectively, of Sections 8
14 and 10 below shall not apply to successors or assigns who: (a) are liable for DEQ's Past
15 Remedial Action Costs; and (b) did not make payment for Past Remedial Action Costs under
16 Section 3.A above.

17 E. Nothing in this Consent Judgment precludes DEQ or any Defendant from
18 asserting any claims, causes of action, or demands for indemnification, contribution, or cost
19 recovery against any person who is not a signatory to this Consent Judgment, or from entering
20 settlements regarding such matters with persons not signatory to this Consent Judgment.

21 F. Nothing in this Consent Judgment applies to or affects in any way any Party's
22 claims, rights, or defenses regarding work, costs, liability, or responsibility associated with final
23 remediation of in-water and sediments contamination in Portland Harbor.

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1 8. Covenant Not to Sue by State of Oregon

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3 A. Except as provided in Section 8.B below, the State of Oregon covenants not to sue
4 or take any other action, including but not limited to judicial or administrative action, against
5 Defendants with regard to the Site pursuant to ORS 465.200 to 465.255 or 465.900, regarding
6 specifically:

7 (1) Past Remedial Action Costs, which covenant is in consideration of and
8 shall be effective upon satisfaction of payment(s) required under Section 3.A above;

9 (2) Interim Remedial Action Costs, which covenant is in consideration of and
10 shall be effective upon satisfaction of the payment required under Section 3.B above;

11 (3) Oversight Costs, which covenant shall be effective upon entry of this
12 Consent Judgment and is in consideration of and thereafter subject to satisfaction of all payments
13 required under Section 3.C above; and

14 (4) RI/FS Work, which covenant shall be effective upon entry of this Consent
15 Judgment and is in consideration of and thereafter subject to: (a) Defendants' satisfaction of
16 Section 4.A above for the performance or funding of the RI/FS Work; and (b) Defendants'
17 completion of an evaluation in the feasibility study of "applicable or relevant and appropriate"
18 state requirements ("ARARs") consistent with the National Contingency Plan ("NCP"), 40
19 C.F.R. Part 300, and of a range of remedial action alternatives consistent with the NCP.

20 B. The State of Oregon reserves all rights against each Defendant with respect to
21 matters not expressly included within the covenant not to sue set forth in Section 8.A above,
22 including but not limited to:

23 (1) A Defendant's failure to meet a requirement of this Consent Judgment;

24 (2) A Defendant's criminal liability;

25 (3) A Defendant's liability under federal or state law for natural resources

26 damages;

- 1 (4) A Defendant's acts or omissions causing, contributing to, or exacerbating
2 a release of hazardous substances at the Site after the date of entry of this Consent Judgment;
- 3 (5) A Defendant's liability arising from disposal of hazardous substances
4 removed from the Site;
- 5 (6) Any matter as to which the State of Oregon is owed indemnification under
6 Section 12 below;
- 7 (7) A Defendant's liability, or obligation under agreements or orders with
8 DEQ, to perform investigations, source control, or other remedial activities at upland facilities at
9 the Site;
- 10 (8) A Defendant's liability regarding final remedial action of sediments
11 contamination at the Site; and
- 12 (9) Subject to 42 U.S.C. § 9621(e), any regulatory or proprietary
13 authorization, permission, or approval required from a state agency for performance of the RI/FS
14 Work.

15 9. Covenant Not to Sue by Defendants

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17 Each Defendant covenants not to sue or assert any claim or cause of action, in any
18 judicial or administrative forum, against DEQ for reimbursement pursuant to ORS 465.260(7)
19 with respect to Matters Addressed. The "Matters Addressed" in this Consent Judgment are Past
20 Remedial Action Costs, Interim Remedial Action Costs, Oversight Costs, and RI/FS Work as
21 defined in Sections 3 and 4 above. Subject to any agreement among Defendants and the State
22 of Oregon or any of its agencies other than DEQ, Defendants expressly reserve all rights of cost
23 recovery and contribution against the State of Oregon or any of its agencies other than DEQ with
24 respect to the Matters Addressed by this Consent Judgment.

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1 10. Contribution Actions

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3 A. The Parties agree that this Consent Judgment is a judicial settlement within the
4 meaning of ORS 465.325(6)(b), pursuant to which Defendants have resolved their liability to the
5 State of Oregon and therefore, as of the date of entry of this Consent Judgment and subject
6 thereafter to satisfactory performance, Defendants shall not be liable for claims for contribution
7 regarding the Matters Addressed (as defined in Section 9 above); provided, this contribution
8 protection shall not apply against any person performing or funding RI/FS Work as a party to the
9 EPA Settlement Agreement or this Consent Judgment.

10 B. The Parties agree that this Consent Judgment is a judicial settlement within the
11 meaning of ORS 465.325(6)(c)(B), pursuant to which Defendants have resolved their liability to
12 the State of Oregon and therefore may seek contribution regarding the Matters Addressed (as
13 defined in Section 9 above).

14 C. Except as provided in Section 9 above, nothing in this Consent Judgment shall
15 prevent a Defendant from exercising any right of contribution or indemnification the Defendant
16 may have against any person relating to the Site or this Consent Judgment.

17 11. Dispute Resolution

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19 A. Within 30 days of a Defendant receiving (a) written notice in accordance with
20 Section 4.B above that the Defendant is not in compliance with its obligation to contribute to
21 funding of performance of RI/FS Work, or (b) written notice from DEQ that any condition to the
22 covenant not to sue for RI/FS Work set forth in Section 8.A.(4) has not been satisfied, the
23 Defendant may commence dispute resolution by providing written notice to all Parties invoking
24 dispute resolution regarding the disputed matter. The Parties shall make a good faith effort to
25 resolve the dispute within 30 days of the notice being provided. If the dispute is not resolved
26 within that 30-day period, any Party may refer the dispute to this Court.

1 B. Without affecting any Party's right to pursue dispute resolution under Section
2 11.A above, DEQ will endeavor to resolve any disagreement between DEQ and EPA regarding
3 the evaluation of state ARARs and remedial action alternatives in the in-water feasibility study in
4 accordance with the *Memorandum of Understanding for Portland Harbor Superfund Site*
5 entered in February 2001.

6 12. Indemnification

7

8 To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act,
9 the Defendants shall indemnify and hold harmless the State of Oregon and its commissions,
10 agencies, officers, employees, contractors, and agents from and against any and all claims arising
11 from acts or omissions related to the implementation of this Consent Judgment of the Defendants
12 or its officers, employees, contractors, agents, receivers, trustees, or assigns. The State of
13 Oregon shall notify the Defendants of any such claims or actions as soon as practicable after
14 receiving notice that such a claim or action is threatened or has been filed. The Defendants shall
15 have the right to participate fully at their own expense in the defense or settlement of such
16 claims, including the right to promptly receive related correspondence with the claimant and the
17 opportunity to participate in related meetings and telephone conferences with the claimant. The
18 State will confer with the Defendants regarding litigation and settlement strategy and, to the
19 extent practicable, will afford the Defendants the opportunity to review and comment on all
20 pleadings and settlement documents before they are filed with the court or sent to the claimant.
21 The Defendants shall have no obligations under this Section with respect to any claim settled or
22 otherwise compromised without the Defendants having been provided the opportunity to
23 participate in accordance with this Section. DEQ shall not be considered a party to any contracts
24 made by the Defendants or its agents in carrying out activities under this Consent Judgment or
25 the EPA Settlement Agreement.

26 ///

1 13. Signatories; Service

2

3 A. The undersigned representative of each party certifies that he or she is fully
4 authorized to execute this Consent Judgment and bind such party to this Consent Judgment.

5 B. Each party has identified, on its respective attached signature page, the name and
6 address of the agent authorized to accept service of process by mail on behalf of that party with
7 respect to any matter relating to this Consent Judgment. Each party agrees to accept service in
8 such manner, and waives any other service requirements set forth in the Oregon Rules of Civil
9 Procedure or local rules of this Court. The parties agree that Defendants need not file an answer
10 to the complaint in this action unless or until the Court expressly declines to approve this
11 Consent Judgment.

12 14. Modification

13

14 DEQ and Defendants may modify this Consent Judgment by mutual written agreement,
15 subject to approval by this Court.

16 15. Certification of Completion; Termination

17

18 A. Subject to the jurisdiction of this Court under ORS 465.325(10)(c), this Consent
19 Judgment shall be deemed satisfied and terminated upon filing of a certification of completion by
20 DEQ. Termination of this Consent Judgment shall not affect any continuing obligations of the
21 Defendants or DEQ under this Consent Judgment, including but not limited to the obligations
22 and rights with respect to covenants not to sue and contribution protection (Sections 8, 9, and
23 10), records preservation and confidentiality (Section 6), and indemnification (Section 12).

24 B. Notwithstanding termination of this Consent Judgment, the Court retains
25 jurisdiction over both the subject matter of this Consent Judgment and the Parties regarding
26 continuing obligations under this Consent Judgment.

1 UPON Stipulation of the Parties for Entry of this Consent Judgment, and the
2 administrative record before the Court showing that the Oregon Department of Environmental
3 Quality complied with the procedures set forth in ORS 465.325, including public notice,
4 opportunity for public comment, and consideration of public comment regarding this Consent
5 Judgment,

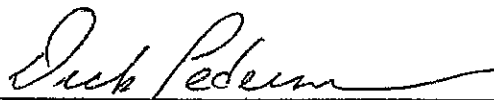
6 IT IS ORDERED that this Consent Judgment be entered, this 1st day of November, 2006.

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10 
11 _____
12 Circuit Court Judge

13 Submitted by:
14 Kurt Burkholder, OSB# 80465
15 Attorney for Plaintiff
16 Oregon Department of Justice
1515 SW 5th Ave., Ste. 410
Portland, OR 97201

1 THE UNDERSIGNED PARTIES enter into this Consent Judgment:

2 STATE OF OREGON
3 DEPARTMENT OF ENVIRONMENTAL QUALITY

4 By: 
5 Dick Pedersen
6 Administrator of Northwest Region

Date: 9-14-06

7 ATTORNEY GENERAL
8 STATE OF OREGON

9 HARDY MYERS

10 By: 
11 Kurt Burkholder, OSB No. 80465
12 Assistant Attorney General
13 Oregon Department of Justice
14 1515 SW Fifth Ave., Suite 410
15 Portland, OR 97201
16 Of Attorneys for Oregon Department
17 of Environmental Quality

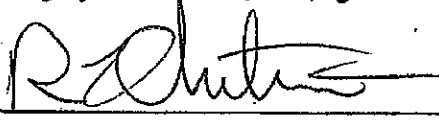
Date: 9-14-06

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

19 Kurt Burkholder
20 Oregon Department of Justice
21 1515 SW 5th Ave., Suite 410
22 Portland, OR 97201

1 ARKEMA INC.

2 By Legacy Site Services, LLC, agent for Arkema, By:

3 
4 _____

Date: 9-21-06

5 Richard L. Charter, II
6 President

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

8 CT Corporation System
9 388 State Street Suite 420
10 Salem, OR 99301

1 BAYER CROPSCIENCE, INC.

2

3 By: *Robert C. Lockemer*

Date: September 18, 2006

4 Robert C. Lockemer
5 Global Environmental Manager
6 Bayer CropScience, Inc.
7 PO Box 12014
8 Research Triangle Park, NC 27709

7

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

9 James Benedict
10 Attorney
11 Cable Huston, et al
12 1001 SW 5th Avenue, Ste 2000
13 Portland, OR 97204

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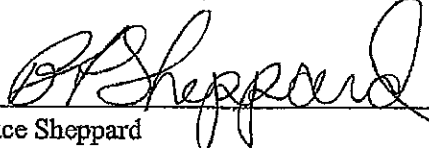
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1 BNSF RAILWAY COMPANY

2

3 By: 

Date: Sept. 25, 2006

4

Bruce Sheppard
Mgr Environmental Remediation
BNSF Railway Company
2454 Occidental Ave. S. Suite 1A
Seattle, WA 98124-1105

5

6

7

8

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

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VP Law and General Counsel
BNSF Railway Co.
2500 Lou Menk Drive
Fort Worth, TX 76131

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1 CHEVRON U.S.A. INC., a Pennsylvania corporation

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By: Tanya Valli
Tanya Valli Assistant Secretary

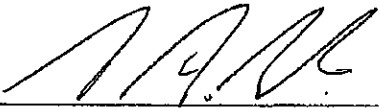
Date: September 22, 2006

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

Corporation Service Company
285 Liberty NE, Ste 370
Salem, OR 97301

1 CITY OF PORTLAND

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By: 

Sam Adams, City Commissioner
1120 SW Fifth Avenue Suite 1000
Portland, OR 97204

Date: ^{SFA} 10-~~11~~-06
5

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

Linda Meng
City Attorney
City of Portland
1221 SW 4th Ave, Room 430
Portland, OR 97204

1 CONOCOPHILLIPS COMPANY

2

3 By: William A. Kitchen
4 William A. Kitchen
5 Manager, Risk Management and Remediation

Date: 09/25/06

6

7

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

9

10 CORPORATION SERVICE COMPANY
11 285 LIBERTY STREET NE
12 SALEM, OR 97301 (MARION CO.)
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1 GUNDERSON LLC

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3 By: Howard S. Werth Date: 9/25/06

4 Howard Werth
5 CFO
6 Gunderson LLC
4350 NW Front Avenue
Portland, OR 97210

7

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

9 Ken Stephens
10 Tonkon Torp, LLP
11 888 SW 5th Ave
Portland, OR 97204-2012

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1 KINDER MORGAN LIQUIDS TERMINALS, LLC

2
3 By: Gregg A. Linn

Date: 9/25/06

4
5
6
7 Agent Authorized to Accept Service on Behalf of Above-Signed Party:

8
9 KINDER MORGAN BULK TERMINALS, INC

10
11
12 By: _____

Date: _____

13
14 Agent Authorized to Accept Service on Behalf of Above-Signed Party:

1 KINDER MORGAN LIQUIDS TERMINALS, LLC

2

3 By: _____

Date: _____

4

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6

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

8

9

10 KINDER MORGAN BULK TERMINALS, INC

11 By: Kevin T. Jones

Date: Sept. 22, 2006

13

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

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1 NW NATURAL

2

3 By: Sandra K. Hart

Date: 9-18-06

4 Sandra K. Hart
5 NW Natural
6 220 NW 2nd Avenue
Portland, OR 97209

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

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10 C.J. Rue
11 NW Natural
12 220 NW 2nd Ave.
Portland, OR 97209

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1 OREGON STEEL MILLS, INC.

2

3 By:  Date: 7/18/06

4 L. Ray Adams - Vice President - Finance and C.F.O.
Oregon Steel Mills, Inc.
5 14400 N. Rivergate Blvd.
Portland, OR 97208

6

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

8

9 Loren R. Dunn
Riddell Williams
10 1001 Fourth Avenue Plaza
Suite 4500
11 Seattle, WA 98145-1065

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1 PORT OF PORTLAND

2

3 By: St. H. Schul

Date: 25 Sept 2006

4 *for* Bill Wyatt
Executive Director
5 Port of Portland
121 NW Everett
6 Portland, OR 97208

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

8 Carla Kelley
9 General Counsel
Port of Portland
10 121 NW Everett
P.O. Box 3529
11 Portland, OR 97208

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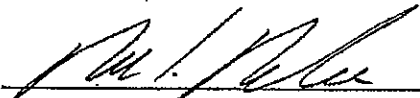
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1 SILTRONIC CORPORATION

2

3 By: 

Date: 9/18/06

4 Neil Nelson CEO
5 Siltronic Corporation
6 7200 NW Front Avenue
7 Portland, OR

8

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

9

Alan Gladstone
Attorney
Davis Rothwell Earle & Kochihua, P.C.
1300 S.W. Fifth Avenue, Suite 1900
Portland, Oregon 97201

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1 TIME OIL CO.

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3

By: H. Roger Holliday

H. Roger Holliday
President

Date: 9-26-86

4

5

6

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

7

Patty Dost

Attorney

8

Schwabe, Williamson & Wyatt

9

1211 S.W. Fifth Avenue

Suite 1900

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Portland, OR 97204

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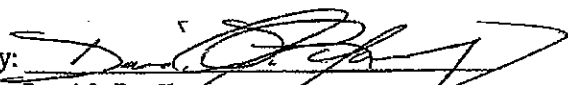
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1 UNION PACIFIC RAILROAD COMPANY

2

3 By: 

Date: 9-19-06

4 David P. Young
5 General Solicitor/National Environmental Counsel
6 Union Pacific Railroad Company
808 Travis, Suite 620
Houston, TX 77002

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

8 Robert C. Bylsma
9 Attorney
10 Union Pacific Railroad Company Law Department
11 10031 Foothills Blvd., Suite 200
12 Roseville, CA 95747
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