

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Richard J. Hughes Justice Complex
25 Market Street
P0 Box 093
Trenton, NJ 08625-0093
Attorney for Plaintiffs

By: Mark Oshinskie
Deputy Attorney General
(609) 984-5016

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION, and
ACTING ADMINISTRATOR, NEW
JERSEY SPILL COMPENSATION

Plaintiffs,

v.

EXXON/MOBIL CORP.; SUNOCO, INC., as
SUCCESSOR to SUN REFINING AND
MARKETING COMPANY; CONSUMERS
OIL; DELAWARE PETROLEUM
COMPANY, INC.; ATLANTIC RICHFIELD
COMPANY AND RICHARD NIEDT,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MERCER COUNTY

DOCKET NO.: L-2933-02

Civil Action

CONSENT JUDGMENT

This matter was opened to the Court by Anne Milgram, Attorney General of New Jersey, Mark Oshinskie, Deputy Attorney General appearing, attorney for plaintiffs New Jersey Department of Environmental Protection (“DEP”) and the Administrator of the New Jersey Spill Compensation Fund (“Administrator”) (collectively, “the Plaintiffs”), and Archer & Greiner, P.C., Phil Cha, Esquire, appearing, as attorney for defendant Exxon Mobil Corporation, improperly plead as “Exxon/Mobil Corp.” (“the Settling Defendant”); the Parties having amicably resolved their dispute before trial without any admission of liability:

I. BACKGROUND

A. The Plaintiffs initiated this action on September 10, 2002, by filing a complaint against the Settling Defendant, and others, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24 (“the Spill Act”), which complaint was amended by way of First Amended Complaint filed on or about October 31, 2003 (collectively the “Complaint”).

B. Plaintiffs, in their Complaint, seek reimbursement of all cleanup and removal costs they have incurred, and will incur, to remediate the site, including damages for any natural resource of this State that has been, or may be, injured by the discharge of hazardous substances at the Site located in Ewing Township, New Jersey, as well as other relief.

C. The Settling Defendant subsequently filed responsive pleadings in which it denies liability, and asserts various defenses to the allegations contained in the Plaintiffs’ Complaint. Plaintiffs’ claims concerning Natural Resource Damages was dismissed with prejudice by Court Order on August 24, 2007.

D. By entering into this Consent Judgment, the Settling Defendant does not admit any liability arising from the transactions or occurrences the Plaintiffs allege in the Complaint filed in this action.

E. The Plaintiffs allege, and the Settling Defendant denies, that “hazardous substances,” as defined in N.J.S.A. 58:10-23.11b., have been “discharged” at the Former Mobil Property within the meaning of N.J.S.A. 58:10-23.11b.

F. The Plaintiffs further allege, and the Settling Defendant denies, that “hazardous substances,” as defined in N.J.S.A. 58:10-23.11b., were “not satisfactorily stored or contained” at the property within the meaning of N.J.S.A. 58:10-23.11f.b (2).

G. DEP sealed potable wells and installed a water line to supply an alternative source of water to those residents whose wells were sealed.

H. On or about March 8, 1990, DEP issued a Directive requesting the Settling Defendant and other defendants to perform certain site investigations to address alleged discharges of hazardous substances at and from each of the respective station properties.

I. The Settling Defendant denied liability for the discharges alleged in the Directive and asserted good cause defenses to the Directive.

J. Since approximately 1987, Settling Defendant has conducted various remedial activities as directed by DEP such as: a preliminary assessment and site investigation, subsurface investigations, installation of monitoring wells, soil and groundwater sampling, soil excavation, potable well canvassing and sampling, horizontal and vertical delineation, geophysical investigation, receptor evaluation, pump tests, a water level study and installation of POET systems, all of which activities have been documented in reports and submittals to the DEP. In 2004, Settling Defendant submitted a Remedial Action Workplan, which included a proposal for natural attenuation and a Classification Exception Area (“CEA”) with a duration of 5 years. The DEP approved Settling Defendant’s proposal for natural attenuation and CEA in 2004 (“Approved Remediation”). The Former Mobil Property has been operating as a Lukoil/Getty station since 2000.

K. DEP has also performed additional site investigations and remedial investigations.

L. Plaintiff DEP alleges to have incurred, and may continue to incur, or may incur, cleanup and removal costs as a result of the alleged discharge of hazardous substances at the Site.

M. Plaintiff Administrator has certified, and may continue to certify/has certified, or may certify, for payment, valid claims made against the Spill Fund concerning the Site, and, further, has approved, and may continue to approve/approved, or may approve, other appropriations for the Site.

N. The costs and damages the Plaintiffs have incurred, and will incur, for the Site are alleged to be “cleanup and removal costs” pursuant to N.J.S.A. 58:10-23.11b.

O. The Parties to this Consent Judgment recognize, and this Court by entering this Consent Judgment finds, that the Parties to this Consent Judgment have negotiated this Consent Judgment in good faith; that by entering into this Consent Judgment the Plaintiffs are agreeing to dismiss with prejudice the Complaint, and will not seek Natural Resource Damages from ExxonMobil for the Site as a result of the Order dated August 24, 2007 referenced in paragraph B above; that ExxonMobil is agreeing to pay Past Cleanup and Removal Costs and Future Cleanup and Removal Costs, but will not pay Natural Resource Damages for the Site as a result of the Order dated August 24, 2007 referenced in paragraph B above; that the implementation of this Consent Judgment will allow the Parties to this Consent Judgment to avoid continued, prolonged and complicated litigation; and that this Consent Judgment is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Consent Judgment, it is hereby **ORDERED** and **ADJUDGED**:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to the Spill Act. This Court also has personal jurisdiction over the Parties to this Consent Judgment, solely for the purposes of implementing this Consent Judgment and resolving the underlying litigation.

2. The Parties to this Consent Judgment waive all objections and defenses they may have to jurisdiction of this Court, or to venue in this County. The Parties shall not challenge the Court's jurisdiction to enforce this Consent Judgment.

III. PARTIES BOUND

3. This Consent Judgment applies to, and is binding upon, the Plaintiffs and the Settling Defendant.

IV. DEFINITIONS

4. Unless otherwise expressly provided, terms used in this Consent Judgment that are defined in the Spill Act, or in the regulations promulgated under, shall have their statutory or regulatory meaning. Whenever the terms listed below are used in this Consent Judgment, the following definitions shall apply:

“Consent Judgment” shall mean this Consent Judgment and the appendices identified in Section XIX.

“Day” shall mean a calendar day unless expressly stated to be a working day. “Working day” shall mean a day other than a Saturday, Sunday, or State holiday. In computing time under

this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State holiday, time shall run until the close of business of the next working day.

“Future Cleanup and Removal Costs” shall mean all costs, including direct and indirect costs, that the Plaintiffs will incur, after the effective date of this Consent Judgment to remediate the Site.

“Interest” shall mean interest at the rate established by R. 4:42 of the then current edition of the New Jersey Court Rules.

“Natural Resource Damages” shall mean all claims arising from discharges at the Property that occurred prior to the effective date of this Consent Judgment, and that are recoverable by the Plaintiffs as natural resource damages for injuries to natural resources under the Spill Act; the Water Pollution Control Act; the Oil Pollution Act, 33 U.S.C.A. 2701 to 2761; the Clean Water Act, 33 U.S.C.A. 1251 to 1387; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C.A. 9601 to 9675; or any other state or federal common law, statute, or regulation, and include:

- a. The costs of assessing injury to natural resources and natural resource services, plaintiff DEP’s Office of Natural Resource Restoration’s oversight costs determined pursuant to N.J.A.C. 7:26C-9.3, attorney’s fees, consultants and experts’ fees, other litigation costs, and interest, incurred prior to the effective date of this Consent Judgment; and
- b. Compensation for restoration of, the lost value of, injury to, or destruction of natural resource and natural resource services.

Natural Resource Damages do not include compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages.

“Paragraph” shall mean a portion of this Consent Judgment identified by an Arabic numeral or an upper case letter.

“Party” or “Parties” shall mean plaintiff DEP, plaintiff Administrator, and the Settling Defendant, Exxon Mobil Corporation.

“Past Cleanup and Removal Costs” shall mean all costs, including direct and indirect costs, the Plaintiffs incurred on or before the effective date of this Consent Judgment to remediate the Site.

“Plaintiffs” shall mean plaintiffs DEP, Administrator, and any successor department, agency or official.

“Section” shall mean a portion of this Consent Judgment identified by a roman numeral.

“Settling Defendant” shall mean defendant Exxon Mobil Corporation and also include its officers, directors, employees, predecessors, parents, successors, subsidiaries, assigns, trustee in bankruptcy, or receiver appointed pursuant to a proceeding in law or equity (“Related Entity”), but only to the extent that the alleged liability of any Related Entity for remediating the Site is based on its status and in its capacity as a Related Entity, and not to the extent that the alleged liability of the Related Entity with respect to the Site arose independently of its status and capacity as a Related Entity of any Settling Defendant.

“Site” shall mean the former Mobil gasoline station property, consisting of approximately 51,000 square feet of real property located on the southwest corner of the intersection of Pennington and Upper Ferry Roads, Ewing Township, Mercer County, New Jersey, this property being also known and designated as Block 229.08, Lot 11, on the Tax Map of Ewing Township (the “Former Mobil Property”), and all other areas where any hazardous substance discharged

there has become located, which plaintiff DEP has designated as Site Remediation Program Interest No. 003799.

V. PARTIES' OBJECTIVES

5. The Parties' objectives in entering into this Consent Judgment are to protect public health and safety and the environment by the Settling Defendant agreeing to reimburse the Plaintiffs for their Past Cleanup and Removal Costs and Future Cleanup and Removal Costs in return for the Plaintiffs agreeing to resolve all of their claims against the Settling Defendant concerning the discharge of hazardous substances and pollutants at the Site prior to the effective date of this Consent Judgment as stated in the Complaint and this Consent Judgment.

VI. SETTLING DEFENDANT'S COMMITMENTS

6. Within 30 days of the effective date of this Consent Judgment, the Settling Defendant shall pay the Plaintiffs \$100,000.00 in reimbursement of the Plaintiffs' Past Cleanup and Removal Costs and Future Cleanup and removal Costs.

7. The Settling Defendant shall pay the amount specified above by certified check made payable to the "Treasurer, State of New Jersey." The Settling Defendant shall mail or otherwise deliver the payment and payment invoice to the Section Chief, Cost Recovery and Natural Resource Damages Section, Department of Law and Public Safety, Division of Law, Richard J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625-0093.

VII. PLAINTIFFS' COVENANTS & RELEASE

8. In consideration of the payment the Settling Defendant is making pursuant to Paragraph 6 above, and except as otherwise provided in Section VIII below, the Plaintiffs

covenant not to further sue or to take administrative action against the Settling Defendant for reimbursement of the Past Cleanup and Removal Costs and Future Cleanup and Removal Costs the Plaintiffs have incurred, and will incur, for the Site.

9. In further consideration of the payment the Settling Defendant is making pursuant to Paragraph 6 above, and except as otherwise provided in Section VIII below, the Plaintiffs fully and forever release, covenant not to sue, and agree not to otherwise take administrative action against the Settling Defendant for any and all of the Plaintiffs' causes of actions for any cleanup and removal costs, including not seeking Natural Resource Damages from ExxonMobil for the Site as a result of the Order dated August 24, 2007 referenced in paragraph C above, or any other costs and/or damages from ExxonMobil that the Plaintiffs have allegedly incurred or will incur in the future resulting from the discharge of hazardous substances at the Site prior to the effective date of this Consent Judgment.

10. In further consideration of the payment the Settling Defendant is making pursuant to Paragraph 6 above, the Plaintiffs shall promptly dismiss, with prejudice, the Complaint against the Settling Defendant, without further application to the Court.

11. The covenants and releases contained in Paragraphs 8 through 10 above shall take effect upon the Plaintiffs receiving the payment the Settling Defendant is required to make pursuant to Paragraph 6 above, in full, and in the prescribed time and manner.

12. The covenants and releases, contained in Paragraphs 8 through 10 above are further conditioned upon the Settling Defendant's satisfactory performance of its other obligations under this Consent Judgment, and extend only to the Settling Defendant, and not to any other person.

VIII. PLAINTIFFS' RESERVATIONS

13. Notwithstanding any other provision of this Consent Judgment, the Plaintiffs reserve, and this Consent Judgment is without prejudice to, the Plaintiffs' right to sue or take administrative action to compel the Settling Defendant to further remediate the Site, or to reimburse the Plaintiffs for any additional costs and damages, if, before plaintiff DEP issues written notification pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C that no further action is necessary for the Site:

a. plaintiff DEP discovers conditions at the Site, previously unknown to plaintiff DEP; or

b. plaintiff DEP receives information, previously unknown or unavailable to plaintiff DEP, in whole or in part; and this previously unknown or unavailable information, together with any other relevant information, indicates that the remediation plaintiff DEP has approved for the Site is not protective of human health and safety, or the environment.

14. Notwithstanding any other provision of this Consent Judgment, the Plaintiffs reserve, and this Consent Judgment is without prejudice to, the Plaintiffs' right to sue or take administrative action to compel the Settling Defendant to further remediate the Site, or to reimburse the Plaintiffs for any additional costs and damages, if after plaintiff DEP issues written notification pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C that no further action is necessary for the Site:

a. plaintiff DEP discovers conditions at the Site, previously unknown to plaintiff DEP; or

b. plaintiff DEP receives information, previously unknown to plaintiff DEP, in whole or in part; and these previously unknown information, together with any other relevant information, indicate that the remediation plaintiff DEP has approved for the Site is not protective of human health and safety, or the environment.

15. For the purposes of Paragraph 13, the information and the conditions known to the Plaintiffs shall include only the information and conditions known to the Plaintiffs as of the effective date of this Consent Judgment.

16. For the purposes of Paragraph 14, the information and the conditions known to the Plaintiffs shall include only the information and conditions known to the Plaintiffs as of the date plaintiff DEP issues notification, in writing, that no further action is necessary, and any information received by plaintiff DEP pursuant to the requirements of this Consent Judgment before the remediation plaintiff DEP has approved for the Site is completed.

17. Notwithstanding any other provision of this Consent Judgment, the Plaintiffs retain all authority, and reserve all rights, to undertake any further remediation authorized by law concerning the Site.

18. The covenants contained in Paragraphs 8 through 10 above do not pertain to any matters other than those expressly stated. The Plaintiffs reserve, and this Consent Judgment is without prejudice to, all rights against the Settling Defendant concerning all other matters, including the following:

a. claims based on the Settling Defendant's failure to satisfy any term or provision of this Consent Judgment;

b. liability arising from the Settling Defendant's past, present or future discharge or unsatisfactory storage or containment of any hazardous substance outside the Site;

c. liability for any future discharge or unsatisfactory storage or containment of any hazardous substance by the Settling Defendant at the Former Mobil Property, other than as ordered or approved by plaintiff DEP;

d. criminal liability;

e. liability for any violation by the Settling Defendant of federal or state law that occurs after entry of this Consent Judgment, during or after the remediation of the Site.

19. The Department further reserves, and this Settlement Agreement is without prejudice to, all rights against third parties with respect to liability for costs, injunctive relief, and damages related to MTBE contamination, and this Settlement Agreement in no way limits any potential liability of third parties for any and all costs, injunctive relief, and damages available to the Department being sought in the United States District Court for the District of New Jersey, in the case captioned *NJDEP et al. v. Amerada Hess Corp. et al.*, C.A. No.3:07-5284, and now currently pending in the United States District Court for the Southern District of New York, captioned as *In Re; Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, MDL No. 1358.

IX. SETTLING DEFENDANT'S COVENANTS

20. The Settling Defendant covenants not to oppose entry of this Consent Judgment by this Court, or to challenge any provision of this Consent Judgment, unless the Plaintiffs notify the Settling Defendant, in writing, that they no longer support entry of the Consent Judgment.

21. The Settling Defendant further covenants, subject to Section X below, not to sue or assert any claim or cause of action against the State, including any department, agency or instrumentality of the State, concerning the Site. This covenant shall include the following:

a. any direct or indirect claim for reimbursement from the Spill Compensation Fund (“Spill Fund”) concerning the Site; and

b. any claim or cause of action concerning the Approved Remediation of the Site, including plaintiff DEP’s selection, performance or oversight of the Approved Remediation, or plaintiff DEP’s approval of the plans for the Approved Remediation.

22. The Settling Defendant’s covenants not to sue or to assert any claim or cause of action against the State pursuant to Paragraph 21 above do not apply where the Plaintiffs sue or take administrative action against the Settling Defendant pursuant to Paragraphs 13-18 above.

X. SETTLING DEFENDANT’S RESERVATIONS

23. The Settling Defendant reserves, and this Consent Judgment is without prejudice to, claims against the State of New Jersey, subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -12-3; the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to 13-10; the New Jersey Constitution, N.J. Const. art. VIII, §2, ¶2; or any other applicable provision of law, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any State employee while acting within the scope of his office or employment under circumstances where the State, if a private person, would be liable to the claimant.

24. Any such claim, however, shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a

State employee as that term is defined in N.J.S.A. 59:1-3; nor shall any such claim concerning, the Site, include plaintiff DEP's selection of the remediation. The foregoing applies only to claims that the Settling Defendant may bring pursuant to any statute other than the Spill Act, and for which the waiver of sovereign immunity is found in a statute other than the Spill Act.

25. Nothing in this Consent Judgment shall be deemed to constitute preauthorization of a claim against the Spill Fund within the meaning of N.J.S.A. 58:10-23.11k. or N.J.A.C. 7:1J.

XI. FINDINGS & ADMISSIONS OF LIABILITY

26. Nothing contained in this Consent Judgment shall be considered an admission by the Settling Defendant, or a finding by the Plaintiffs, of any wrongdoing or liability on the Settling Defendant's part for anything the Plaintiffs have actual knowledge of having occurred at the Site as of the effective date of this Consent Judgment.

XII. EFFECT OF SETTLEMENT & CONTRIBUTION PROTECTION

27. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Judgment. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Judgment may have under applicable law.

28. When entered, this Consent Judgment will constitute a judicially approved settlement within the meaning of N.J.S.A. 58:10-23.11f.a. (2) (b) and 42 U.S.C.A. § 9613(f) (2) for the purpose of providing protection to the Settling Defendant from contribution actions. The Parties agree, and by entering this Consent Judgment this Court finds, the Settling Defendant is paying its share of the costs and damages asserted by the Plaintiffs in the Complaint except for

Natural Resource Damages and that the Settling Defendant is entitled, upon fully satisfying their obligations under this Consent Judgment, to protection from contribution actions or claims for matters addressed in this Consent Judgment and/or the Complaint, including cleanup and removal costs, except for Natural Resource Damages. The Parties further agree that Plaintiffs will not oppose and will fully support any motion or application by ExxonMobil in any action in which ExxonMobil seeks contribution protection that this Consent Judgment is intended to provide, except for Natural Resource Damages. The Parties further agree that in any future settlement that Plaintiffs reach with any other person regarding the matters addressed in this Consent Judgment and/or the Complaint, Plaintiffs will require a provision in the settlement that such person will not seek and thereby waives all rights of contribution regarding the matters addressed in this Consent Judgment and/or the Complaint from ExxonMobil, except for Natural Resource Damages.

29. In order for the Settling Defendant to obtain protection under N.J.S.A. 58:10-23.11.f.b. from contribution claims concerning the matters addressed in this Consent Judgment and/or the Complaint, the Plaintiffs arranged for written notice of this Consent Judgment to the other defendants in this case and other potentially responsible parties by publishing notice of this Consent Judgment in the New Jersey Register and on plaintiff DEP's website on - _____ in accordance with N.J.S.A. 58:10-23.11e.2. Such notice included the following information:

- a. the caption of this case;
- b. the name and location of the Property;
- c. the name of the Settling Defendant; and
- d. A summary of the terms of this Consent Judgment.

30. The Settling Defendant also published legal notices in three newspapers of general circulation in the area of the Site for a period of not less than three days, which notices contained the following information:

- a. the name and location of the Property;
- b. the name of the Settling Defendant;
- c. a summary of the terms of this Consent Judgment; and
- d. the date public notice was published in the New Jersey Register.

31. The Plaintiffs will submit this Consent Judgment to the Court for entry pursuant to Paragraph 50 below unless, as a result of the notice of this Consent Judgment pursuant to Paragraph 29 and 30 above, the Plaintiffs receive information that disclose facts or considerations that indicate to them, in their sole discretion, that the Consent Judgment is inappropriate, improper or inadequate.

32. In any subsequent administrative or judicial proceeding initiated by the Plaintiffs for injunctive relief, recovery of costs and/or damages, or other appropriate relief concerning the Site permissible under this Consent Judgment, 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, the entire controversy doctrine or other defenses based upon any contention that the claims the Plaintiffs raise in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this Paragraph affects the enforceability of this Consent Judgment.

XIII. GENERAL PROVISIONS

33. The plaintiffs enter into this Consent Judgment pursuant to the police powers of the State of New Jersey for the enforcement of the laws of the State and the protection of the public health and safety and the environment. All obligations imposed upon the Settling Defendant by this Consent Judgment are continuing regulatory obligations pursuant to these police powers.

XIV. ACCESS TO INFORMATION

34. Upon receipt of a written request by one or more of the Plaintiffs, the Settling Defendant shall submit or make available to the Plaintiffs all information the Settling Defendant has concerning the Site, including technical records and contractual documents.

35. The Settling Defendant may assert a claim of confidentiality or privilege (including a claim of attorney-client privilege and/or work product) for any information requested by the Plaintiffs pursuant to this Consent Judgment. The Settling Defendant, however, agrees not to assert any privilege or confidentiality claim concerning data related to Site conditions, sampling, or monitoring.

XV. RETENTION OF RECORDS

36. The Settling Defendant shall preserve during the pendency of this Consent Judgment and for a minimum of 7 years after the completion of the Approved Remediation, all data and information, including technical records, potential evidentiary documentation and contractual documents, in the Settling Defendant's possession or in the possession of its

divisions, employees, agents, accountants or contractors, which in any way concern the Site, despite any document retention policy to the contrary.

37. After the 7-year period specified in Paragraph 36 above, Settling Defendant may request of plaintiff DEP, in writing, that it be allowed to discard any such documents. Such a request shall be accompanied by a description of the documents involved, including the name of each document, date, name and title of the sender and receiver and a statement of contents. Upon receiving written approval from plaintiff DEP, the Settling Defendant may discard only those documents the Plaintiffs do not require the Settling Defendant to preserve for a longer period.

XVI. NOTICES AND SUBMISSIONS

38. Except as otherwise provided in this Consent Judgment, whenever written notice or other documents are required to be submitted by one Party to another, they shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing.

As to Plaintiffs DEP & Administrator:

Section Chief
Cost Recovery and Natural Resource Damages Section
Department of Law & Public Safety
Division of Law
Richard J. Hughes Justice Complex
P.O. Box 093
Trenton, New Jersey 08625-0093
(609) 984-4863

As to Exxon Mobil Corporation:

Phil Cha, Esq.
Archer & Greiner
One Centennial Square
Haddonfield, NJ 08033

39. All submissions shall be considered effective upon receipt, unless otherwise provided in this Consent Judgment.

40. The Settling Defendant shall not construe any informal advice, guidance, suggestions, or comments by the Plaintiffs, or by persons acting for them, as relieving the Settling Defendant of its obligation to obtain written approvals or modifications as required by this Consent Judgment.

XVII. EFFECTIVE DATE

41. The effective date of this Consent Judgment shall be the date upon which this Consent Judgment is entered by the Court.

XVIII. RETENTION OF JURISDICTION

42. This Court retains jurisdiction over both the subject matter of this Consent Judgment and the Parties for the duration of the performance of the terms and provisions of this Consent Judgment for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Judgment, or to effectuate or enforce compliance with its terms, or to resolve disputes, including any appeal from an administrative determination of a dispute between the Parties.

XIX. APPENDICES

43. The following appendices are attached to and incorporated into this Consent Judgment:

- a. "Appendix A" is a map of the Former Mobil Property.

XX. MODIFICATION

44. This Consent Judgment, including the appendices identified in Section XIX, represents the entire integrated agreement between the Plaintiffs and the Settling Defendant concerning the Site, and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided.

45. Any notices or other documents specified in this Consent Judgment may only be modified by agreement of the Parties. All such modifications shall be made in writing.

46. All notices or other documents the Settling Defendant is required to submit to the Plaintiffs under this Consent Judgment shall, upon approval or modification by the Plaintiffs, be enforceable under this Consent Judgment. All such approvals or modifications shall be in writing.

47. In the event the Plaintiffs approve or modify a portion of a notice or other document the Settling Defendant is required to submit under this Consent Judgment, the approved or modified portion shall be enforceable under this Consent Judgment.

48. Nothing in this Consent Judgment shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Judgment.

XXI. ENTRY OF THIS CONSENT DECREE

49. The Settling Defendant consents to the entry of this Consent Judgment without further notice.

50. Upon conclusion of the public comment period as provided in N.J.S.A. 58:10-23.11e.2, the Plaintiffs shall promptly submit this Consent Decree to the Court for entry.

51. If for any reason the Court should decline to approve this Consent Judgment in the form presented, 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.

XXII. SIGNATORIES/SERVICE

52. Each undersigned representative of a Party to this Consent Judgment certifies that he or she is authorized to enter into the terms and conditions of this Consent Judgment, and to execute and legally bind such party to this Consent Judgment.

53. This Consent Judgment may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Consent Judgment.

54. 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 its behalf with respect to all matters arising under or relating to this Consent Judgment. The Settling Defendant agrees to accept service in this manner, and to waive the formal service requirements set forth in R. 4:4-4, including service of a summons.

SO ORDERED this ____ day of _____, _____.

Douglas H. Hurd, J.S.C

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION;
NEW JERSEY SPILL COMPENSATION FUND

Dated: By: _____
Anthony J. Farro, Administrator
New Jersey Spill Compensation Fund

Dated: By: _____
Ron Corcory, Assistant Director,
Enforcement and Assignment Element

Dated: By: _____
Amy Cradic, Assistant Commissioner
Natural & Historic Resources

PAULA T. DOW,
ATTORNEY GENERAL OF NEW
JERSEY
Attorney for Plaintiffs

By: _____
Mark Oshinskie
Deputy Attorney General

Dated:

EXXON MOBIL CORPORATION

Dated:		By: _____ Title
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Dated:		Attorneys for ExxonMobil ARCHER & GREINER, P.C. By: _____ PHIL CHA

Person Authorized to Accept Service on Behalf of Exxon Mobil Corporation.

Name: Phil Cha
 Title: Attorney, Archer & Greiner, P.C.
 Address: One Centennial Square
 Haddonfield, NJ 08033
 Telephone No.: (856) 795-2121

5521961v1

UPPER
FERRY
ROAD

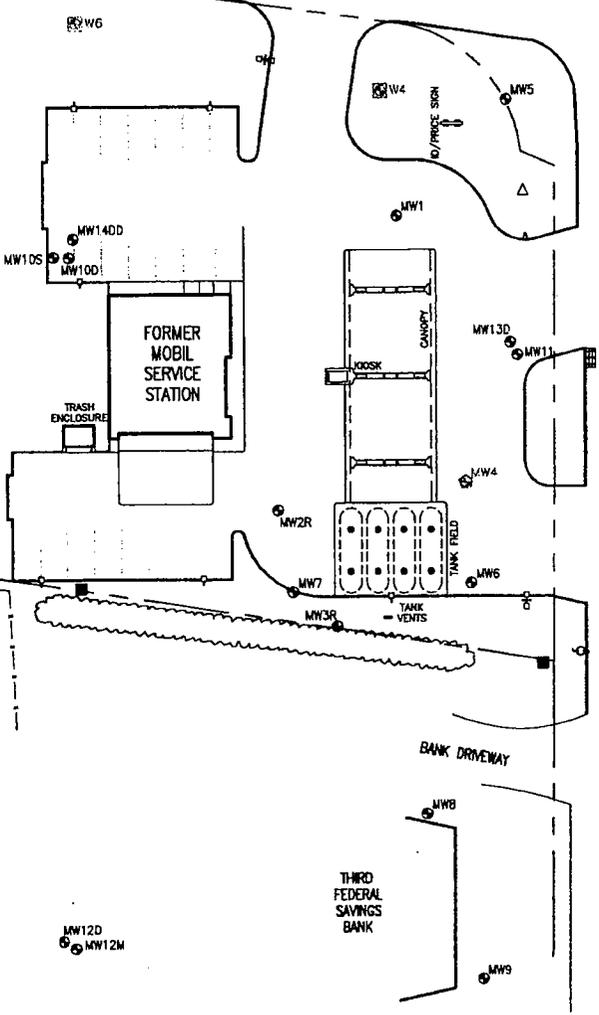
7-11
STORE

LEGEND

- AREA LIGHTS
- DISPENSER ISLAND
- STORM SEWER INLET
- UTILITY MANHOLE
- BENCH MARK PK NAIL
EL = 139.44 ft NJVD
- CONCRETE MONUMENT
- 10,000 GAL GASOLINE TANK
- LOCATIONS OF CURRENT SITE WELLS
- CURRENT CONSUMERS OIL WELL
- DESTROYED MONITORING WELL
- CONSUMERS OIL WELL, REPORTEDLY
DESTROYED DURING ROAD CONSTRUCTION
ACTIVITIES

PENNINGTON ROAD (ROUTE 31)

2 1/2
STORE
FRAME
DWELLING



EWING-GES-006299

DRAFTED BY: D.E.D. (N.J.)	SITE MAP	
CHECKED BY:	FORMER MOBIL SERVICE STATION #15-KWQ (FORMERLY OWNED BY CONOCOPHILLIPS) (CURRENTLY OWNED BY LUKOIL)	
REVIEWED BY:	PENNINGTON ROAD & UPPER FERRY ROAD EWING TOWNSHIP, NEW JERSEY	
NORTH 	Groundwater & Environmental Services, Inc. 1340 CAMPUS PARKWAY, NEPTUNE, NJ 07753	
	SCALE IN FEET 	DATE 10-1-04