

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IOWA

UNITED STATES OF AMERICA,)
)
)
Plaintiff,)
)
)
v.) Civil Action No. _____
)
SCOTT COUNTY SPORTSMEN'S,) Judge _____
ASSOCIATION,)
)
)
Defendant.)

CERCLA SECTION 107 CONSENT DECREE
FOR RECOVERY OF RESPONSE COSTS

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Nahant Marsh Superfund Site in Davenport, Scott County, Iowa ("the Site").

B. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Iowa (the "State") on June 15, 1999 of negotiations with potentially

responsible parties regarding the fact that it will conduct a removal action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and to be a party to this Consent Decree.

C. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Department of the Interior on January 23, 1998 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustee to participate in the negotiation of this Consent Decree.

D. The defendant who has entered into this Consent Decree ("Settling Defendant") does not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaint.

E. The Site is part of a flood plain along the Mississippi River. The Site contains thousands of spent lead shot from operations of a gun club on the Site. The gun club, the Scott County Sportsmen's Association (also known as the "Quad City Trap and Skeet Club") has owned the Site since 1969. Shooting events have occurred on the property which resulted in releases of lead shot over the surface of the Site.

F. Contaminated surface water and sediments are present at the Site. EPA has undertaken a preliminary assessment and expanded site investigation (PA/ESI) of the Site. Preliminary analysis of available data indicates a severe, acute ecological threat is present due to the lead shot contamination. The risks to migratory waterfowl include acute lead poisoning leading to high mortality. Data indicate 200 shot per square foot of sediment in an estimated 20 acre portion of the Marsh near the shooting range.

G. The EPA commenced a removal action for this Site in September 1998 pursuant to Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), to address the contamination of the environment. The Action Memorandum was issued by the Regional Administrator on September 30, 1998 and amended on March 30, 1999. The removal involves engineering controls to improve the surface water and sediment quality. The EPA has obligated \$1,991,114 for expenses in conducting the removal action at the Site as specified in the 1999 Action Memorandum Amendment.

H. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated

litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

I. This Consent Decree constitutes the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this 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.

J. The following exhibits are attached to and incorporated into this Consent Decree: Exhibit A, a map of the Site and legal description of the Property, Exhibit B, the Agreement and Covenant Not to Sue between the United States and the City of Davenport, Iowa, dated December 30, 1999, and Exhibit C, a statement of Assets and Liabilities of the SCSA.

THEREFORE, with the consent of the Parties to this Decree, it is 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 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over Settling Defendant. Settling Defendant consents to and shall not

challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant 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 any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Consent Decree" shall mean this Consent Decree and all exhibits attached hereto. In the event of conflict between

this Consent Decree and any exhibit, the Consent Decree shall control.

c. "Day" shall mean a calendar day, unless otherwise specified herein. 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.

d. "DOI" shall mean the United States Department of the Interior and any successor departments, agencies or instrumentalities of the United States.

e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

h. "Interest" shall mean interest at the current rate specified for interest on investments of the 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).

i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States and the Settling Defendant.

k. "Property" shall mean the real property located in Davenport, Iowa within the boundaries of the Nahant Marsh Superfund Site, (as defined below) which has the legal description as set forth in Exhibit A, hereto.

l. "Response Costs" shall mean all costs including but not limited to direct and indirect costs, that EPA, and DOJ on behalf of EPA, have incurred or will incur for response actions at the Site, plus accrued Interest on all such costs.

m. "Plaintiff" shall mean the United States.

n. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

o. "Settling Defendant" shall mean the Scott County Sportsman's Association ("SCSA"), also known as the Quad City Trap and Skeet Club, a nonprofit corporation registered in Iowa, located in Davenport, Iowa, and the corporate officers and/or directors of the SCSA when acting in their capacity as officers

and/or directors of the corporation.

p. "Site" shall mean the Nahant Marsh Superfund Site. The Site is situated in the North half of Section 8, Township 77 North, Range 3 East, Scott County, Iowa and is located at 4740 Wapello Avenue, Davenport, Iowa. The Site occupies about 115 acres. See Exhibit A for Site map.

q. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. TRANSFER OF PROPERTY

4. Sale of Site to Third Party Who will Reimburse EPA for Past Response Costs.

a. Settling Defendant shall, within seven (7) days of entry of this Consent Decree, record with the Scott County Recorder of Deeds a conservation easement for the Site in favor of the Iowa Natural Heritage Foundation (INHF). The terms of the conservation easement will be agreed to by the Parties and the INHF prior to entry of the Consent Decree.

b. Within seven (7) business days of the effective date of the Agreement and Covenant Not to Sue, Exhibit B herein, and after entry of this Consent Decree, the City of Davenport, Iowa ("City") shall: (i) pay to the EPA Hazardous Substance

Superfund the amount of \$81,000.00 in reimbursement of response costs at the Site, and (ii) pay \$5,000.00 to the DOI to be used solely to address injuries to, destruction of, or loss of natural resources with respect to the Site including restoration, replacement, or acquisition of habitat and the payment of assessment and attorney costs, as required by an Agreement and Covenant Not to Sue, entered into between the United States and the City on December 30, 1999, and attached hereto as Exhibit B and made a part hereof.

c. Within seven (7) days of the date by which the City makes the payments in subparagraph b. of this paragraph, Settling Defendant shall transfer ownership of the Site to the City. Settling Defendant shall send EPA and DOJ notice in accordance with Section XIII (Notices and Submissions) that such transfer of ownership has been made.

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

5. Interest on Late Payments. In the event that any payments required by Section VI, Paragraph 6 (Stipulated Penalty), are not received when due, interest shall accrue on the unpaid balance through the date of payment.

6. Stipulated Penalty.

a. If Settling Defendant does not comply with Section V (Transfer of Property) by the required date, Settling Defendant shall pay to EPA, as a stipulated penalty, \$ 1,000 per day that such compliance is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund" and shall be sent to: Mellon Bank, Attn: Superfund Accounting, EPA Region VII, P.O. Box 360748M, Pittsburgh, PA 15251. All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment, EPA Region VII, the Site/Spill ID Number (07YC), USAO File No. _____, and DOJ Case Number 90-11-2-1372. Copies of check(s) paid pursuant to this Paragraph, and any accompanying transmittal letter(s), shall be sent to EPA and DOJ as provided in Section XIII (Notices and Submissions) and to EPA Region VII Financial Management Officer, 726 Minnesota Ave., Kansas City, KS 66101.

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling

Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

7. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

9. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VII. ASSETS AND LIABILITIES

10. Settling Defendant certifies that Exhibit C is a full inventory of all assets, tangible and intangible, including the

amounts of debt and equity for each entry, and includes full disclosure of all liabilities, contingent or otherwise of Settling Defendant.

VIII. COVENANT NOT TO SUE BY PLAINTIFF

11. Covenant Not to Sue by United States. In consideration of the actions that will be performed by the Settling Defendant under the terms of the Consent Decree, and except as specifically provided in Paragraph 12 (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. § 9607(a), relating to the Site, and the United States further covenants not to sue or take administrative action against Settling Defendant under sections 106, 107(a) or 107(f) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), or 9607(f), for natural resource damages at the Site. This covenant not to sue shall take effect upon receipt by EPA of all payments and performance of all acts required by Section V (Transfer of Property), including payment from the City to the United States, and Section VI, Paragraphs 5 (Interest on Late Payments) and 6(a) (Stipulated Penalty). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree, and

payment from the City to the United States as required by the agreement attached as Exhibit B. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

12. Reservation of Rights by United States.

Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendant to (1) perform response actions relating to the Site, or (2) to reimburse the United States for additional costs of response if, either prior or subsequent to completion of the removal action:

(i) conditions at the Site, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part,

and these previously unknown conditions or information, together with any other relevant information, indicates that the removal action is not protective of human health or the environment.

13. For purposes of Paragraph 12, the information and the conditions known to EPA shall include only that information and

those conditions known to EPA as of the effective date of this Consent Decree.

14. The covenant not to sue set forth in Paragraph 11 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for costs incurred or to be incurred by the United States that are not within the definition of Response Costs.

15. The covenant not to sue set forth in Paragraph 11 is contingent upon the truthfulness of information provided to the United States by the Settling Defendant in Exhibit C. Following the voiding of any covenant not to sue pursuant to this Paragraph, in any action brought by the United States against the Settling Defendant, Settling Defendant shall not raise any defenses based upon any statute of limitations, laches, waiver, estoppel, or lack of jurisdiction based in whole or in part on

the time elapsed between the entry of this Consent Decree and the commencement of such action by the United States.

16. Notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANT

17. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors or employees, with respect to this Site or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement 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;

b. any claim arising out of response actions at the Site for which Response Costs are incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Response Costs.

18. 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).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

19. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. 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 Site against any person not a Party hereto.

20. The Parties agree, and by entering this Consent Decree this Court finds, that 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 Response Costs.

21. Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no

later than 60 days prior to the initiation of such suit or claim. Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA and DOJ 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.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, 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 in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VIII.

XI. ACCESS TO INFORMATION

23. Settling Defendant shall provide to EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site or this Consent Decree.

24. Confidential Business Information and Privileged Documents.

a. Settling Defendant may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendant that the documents or information are not confidential under the standards of Section 104(e)(7) of

CERCLA, the public may be given access to such documents or information without further notice to Settling Defendant.

b. Settling Defendant may assert that certain documents, records or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege in lieu of providing documents, it shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all records and documents that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any

such dispute has been resolved in the Settling Defendant's favor.

25. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. RETENTION OF RECORDS

26. Until six (6) years after the entry of this Consent Decree, the Settling Defendant shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any document retention policy to the contrary.

27. After the conclusion of the document retention period in the preceding paragraph, Settling Defendant shall notify EPA and DOJ at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or DOJ, Settling Defendant shall deliver any such records or documents to EPA. Settling Defendant may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If

Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all records and documents that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor.

28. Settling Defendant hereby certifies that, to the best of its knowledge and belief, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site since notification of potential

liability by the United States or the filing of suit against it regarding the Sites and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XIII. NOTICES AND SUBMISSIONS

29. 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 specified below, 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, EPA, DOJ, and Settling Defendant, respectively.

As to the United States:

As to DOJ:

Joel M. Gross
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ #90-11-2-1372)
P.O. Box 7611
Washington, D.C. 20044-7611

Thomas W. Swegle
Senior Lawyer
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-3143

As to EPA:

E. Jane Kloeckner
Senior Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA, Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101
(913) 551-7235

As to Settling Defendant:

Tim Kelley
Quad City Trap and Skeet Club
c/o Kelley Automotive
221 39th Street
Moline, Illinois 61265
(309) 797-8135

As to DOI:

Brian Wiebler, Biologist
U.S. Fish & Wildlife Service
Rock Island Field Office
446 48th Avenue Court
Rock Island, IL 61201

XIV. MODIFICATION OF CONSENT DECREE

30. No modification shall be made to this Consent Decree without written agreement of the Parties and approval of the Court. Nothing in this Section shall be deemed to alter the

Court's power to interpret or enforce this Consent Decree or to modify this Consent Decree as the Parties have agreed.

XV. RETENTION OF JURISDICTION

31. This Court shall retain jurisdiction over both the subject matter of this Consent Decree and the Settling Defendant for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

32. 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 the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

33. If for any reason this Court should decline to approve this Consent Decree 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.

XVII. EFFECTIVE DATE

34. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVIII. SIGNATORIES/SERVICE

35. The undersigned representative of the Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice each certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

36. 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 Settling Defendant in writing that it no longer supports entry of the Consent Decree.

37. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of Settling Defendant with respect to all matters arising under or relating to this Consent Decree. 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.

SO ORDERED THIS _____ DAY OF _____, 19__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Scott County Sportsmen's Association, Civil Action No. _____, relating to the Nahant Marsh Superfund Site.

FOR THE UNITED STATES OF AMERICA

THE U.S. DEPARTMENT OF JUSTICE:

Date: _____

LOIS J. SCHIFFER
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources
Division
Washington, D.C. 20044

Date: _____

Thomas W. Swegle
Senior Lawyer
U.S. Department of Justice
Environmental Enforcement Section
Environment and Natural Resources
Division
P.O. Box 7611
Washington, DC 20044-7611
202-514-3143

Date: _____

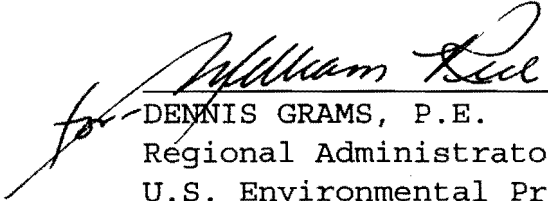
Name
United States Attorney
District of Iowa

Des Moines, Iowa

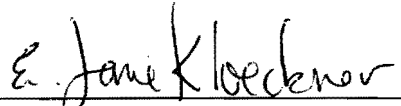
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Scott County Sportsmen's Association, Civil Action No. _____, relating to the Nahant Marsh Superfund Site.

FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY:

Date: 12/23/99


DENNIS GRAMS, P.E.
Regional Administrator, Region VII
U.S. Environmental Protection
Agency
726 Minnesota Avenue
Kansas City, Kansas 66101

Date: December 20, 1999


E. JANE KLOECKNER
Senior Assistant Regional Counsel
U.S. Environmental Protection
Agency, Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Scott County Sportsmen's Association, Civil Action No. _____, relating to the Nahant Marsh Superfund Site.

FOR SETTLING DEFENDANT:

Date: 9/22/99

Tim Kelley Pres.

SCOTT COUNTY SPORTSMEN'S ASSOCIATION

TIM KELLEY PRES.

NAME (print or type)

Pres.

TITLE