

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

|                               |   |                                      |
|-------------------------------|---|--------------------------------------|
| _____                         | ) |                                      |
| UNITED STATES OF AMERICA, and | ) |                                      |
|                               | ) |                                      |
| THE STATE OF TEXAS,           | ) |                                      |
|                               | ) |                                      |
| Plaintiffs,                   | ) |                                      |
|                               | ) | Civil Action No. <u>SA-15-CV-676</u> |
| v.                            | ) |                                      |
|                               | ) |                                      |
| KOCH PIPELINE COMPANY, L.P.,  | ) |                                      |
|                               | ) |                                      |
| Defendant.                    | ) |                                      |
| _____                         | ) |                                      |

CONSENT DECREE ADDRESSING NATURAL RESOURCE DAMAGES

Simultaneously, with the lodging of this Consent Decree, the United States of America (United States), on behalf of the Secretary of the Department of the Interior (DOI), acting through the United States Fish and Wildlife Service (FWS), and the State of Texas (State), on behalf of the Texas Commission on Environmental Quality (TCEQ), the Texas Parks and Wildlife Department (TPWD), and the Texas General Land Office (GLO), (Plaintiffs), have filed a Complaint against Koch Pipeline Company, L.P. (Defendant) pursuant to Section 1002(a) of the Oil Pollution Act (OPA), 33 U.S.C. § 2702(a).

In the Complaint, the United States and the State allege that Defendant is liable for injury to, destruction of, loss of, or loss of use of certain Natural Resources resulting from an October 18, 1998 release of about 963 barrels of crude oil from a facility Defendant owned (Facility), some of which was recovered, but a majority of which entered into Marcelinas Creek in Karnes County, Texas (Incident).

Following the Incident, the Parties undertook immediate response actions, including an assessment of possible Natural Resource Damages. The Parties believe that the response and assessment activities undertaken provide them with an understanding of the Natural Resource Damages caused by the Incident. The Parties further believe that the requirements of this Consent Decree and the restoration activities contemplated by the Parties will effectively restore the Natural Resources injured by the Incident.

The United States, the State, and Defendant (Parties) agree that settlement of this case without further litigation and without admission, adjudication or determination of any issue of fact or law, except as specified herein, is the most appropriate means of resolving this action.

The Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree: (a) has been negotiated by the Parties in good faith; (b) will avoid prolonged and complicated litigation between the Parties; and (c) is fair, reasonable, and in the public interest.

It is Ordered, Adjudged, and Decreed as follows:

#### I. BACKGROUND

1. Defendant previously owned and operated a 50,000 barrel tank as part of a crude oil receiving station located approximately 400 feet from Marcelinas Creek, and adjacent to the junction of State Highway 181 and FM Road 887, in Karnes County, Texas.

2. On October 18, 1998, about 963 barrels of crude oil discharged from the Facility, some of which was recovered, but a majority of which entered into Marcelinas Creek and then flowed approximately six miles downstream to a collection point just downstream from the intersection of County Road 237. The floodwaters transported the oil beyond the banks of the creek, coating vegetation with oil as the floodwaters receded. As a result, much of the riparian area downstream

of the point of discharge was heavily oiled. This discharge of oil adversely affected Natural Resources throughout the area of the spill.

3. Defendant is a Delaware limited partnership licensed to do business in Texas.

4. Pursuant to Executive Order 12580, as amended by Executive Order 12777, Section 1006(b)(2) of OPA, 33 U.S.C. § 2706(b)(2) and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300.600, the DOI is delegated authority to act as the Federal Trustee for the Natural Resources affected by the Incident.

5. Pursuant to Section 1006(b)(3) of OPA, 33 U.S.C. § 2706(b)(3), and the NCP, 40 C.F.R. § 300.605, the TCEQ, TPWD and GLO are designated as State Trustees for the Natural Resources affected by the Incident.

6. The United States and the State allege that the Incident resulted in injury to Natural Resources, including freshwater riparian and upland habitat and the plant and wildlife species that use that habitat. The United States and the State seek (a) Natural Resource Damages for the injury, loss or destruction of Natural Resources, including the interim loss of the services or use of such resources resulting from the discharge of oil at or from the Facility; (b) past and future costs incurred by the Trustees in assessing and restoring these Natural Resource Damages based on the discharge of oil at or from the Facility; and (c) the cost of restoration.

7. By entering into this Consent Decree, Defendant does not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the Complaint.

## II. JURISDICTION AND VENUE

8. This Court has jurisdiction over the subject matter of this action pursuant to OPA Section 1017(b), 33 U.S.C. § 2717(b), and 28 U.S.C. §§ 1331 and 1345, and over the Parties for

the purposes of the entry and enforcement of this Consent Decree.

9. Venue is proper in this district pursuant to OPA Section 1017(b), 33 U.S.C. § 2717(b), and 28 U.S.C. §§ 124(d)(4), 1391, and 1395, and because this is the judicial district in which the Incident or injury and damages occurred.

10. Solely for the purposes of this Consent Decree, including the enforcement thereof, and the underlying Complaint, Defendant waives all objections and defenses it may have to jurisdiction of the Court or to venue in this District. Defendant may not challenge the terms or validity of this Consent Decree or contest this Court's jurisdiction to enter or enforce this Consent Decree in this or any subsequent proceeding arising from it.

### III. PARTIES BOUND

11. The obligations of this Consent Decree apply to and are binding upon, separately and collectively, the Parties, and each of their successors, assigns, or other entities or persons otherwise bound by law to comply with this Consent Decree.

12. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, will in no way alter the responsibilities or status of Defendant under this Consent Decree.

13. In any subsequent proceeding to enforce this Consent Decree, Defendant may not raise as a defense the failure by any officer, director, employee, agent, or contractor of Defendant to take any actions necessary to comply with the provisions of this Consent Decree.

### IV. DEFINITIONS

14. Unless otherwise defined herein, terms used in this Consent Decree that are defined in OPA Section 1001, 33 U.S.C. § 2701, or in its implementing regulations promulgated under OPA,

have the meaning assigned to them in that statute or regulation. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto, the following definitions apply:

a. *Consent Decree* means this Consent Decree and any appendices.

b. *Date of Entry* means the date that either this Consent Decree or an order entering this Consent Decree is filed with the Clerk of Court after the United States and the State have moved for entry and the District Judge has signed the Consent Decree.

c. *Day* means a calendar day. 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 will run until the close of business of the next working day.

d. *Defendant* means Koch Pipeline Company, L.P.

e. *DOI* means the United States Department of the Interior.

f. *DOJ* means the United States Department of Justice.

g. *Effective Date* means the date the Court enters this Consent Decree.

h. *Facility* means the Defendant's previously owned 50,000 barrel tank as part of a crude oil receiving station located 400 feet from Marcelinas Creek at the junction of State Highway 181 and FM 887, Karnes County, Texas, as defined at OPA Section 1001(9), 33 U.S.C. § 2701(9).

i. *Federal Trustee* means the United States Department of the Interior.

j. *Fish and Wildlife Service* or *FWS* means the Fish and Wildlife Service of the United States Department of the Interior.

k. *Future Assessment Costs* means the costs incurred by the United States and the State through restoration of injured resources because of the Incident. Such costs include administrative costs, costs associated with providing for public participation, and other costs or expenses

incurred incident to or in support of the assessment process.

l. *Incident* means the October 18, 1998 release of about 963 barrels of crude oil from the Facility the Defendant owned, some of which was recovered, but a majority of which went into Marcelinas Creek near Falls City, Karnes County, Texas.

m. *Natural Resources* means land, resident and anadromous fish, wildlife, biota, air, water (including sediments), wetlands, ground water, drinking water supplies, and all other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States and/or the State.

n. *Natural Resource Damages* means damages for injury to, destruction of, loss of, or loss of use of Natural Resources, including the Past Assessment Costs and Future Assessment Costs of assessing the damage, restoration costs, and the reimbursable costs recoverable under OPA, 33 U.S.C. § 2702(b)(2)(A).

o. *Natural Resource Damage Assessment and Restoration Fund* or *NRDAR Fund* means the DOI Fund established pursuant to 43 U.S.C. §§ 1474b and 1474b-1.

p. *Natural Resource Trustee* or *Trustee* means DOI, TPWD, GLO and TCEQ.

q. *Oil Pollution Act* or *OPA* means the Oil Pollution Act of 1990, as amended, 33 U.S.C. § 2701, et seq.

r. *Parties* mean the United States, the State, and Defendant.

s. *Past Assessment Costs* means the costs incurred by the United States and the State, in assessing the Natural Resources actually or potentially injured, destroyed, or lost at the Site as a result of the Incident; and in identifying and planning for restoration actions to compensate for such injuries and losses. Such costs include administrative costs, costs associated with providing

for public participation, and other costs or expenses incurred incident to or in support of the assessment and restoration planning process.

t. *Plaintiffs* mean the United States and the State.

u. *Site* means the area depicted on the map attached as *Appendix A* to this Consent Decree.

v. *State* means the State of Texas, its departments, agencies, and instrumentalities.

w. *State Trustees* mean TPWD, GLO and TCEQ.

x. *Trustees* mean the State Trustees and the Federal Trustee.

y. *United States* means the United States of America, its departments, agencies and instrumentalities.

#### V. OBJECTIVE

15. The mutual objective of the Parties in entering into this Consent Decree is for Defendant to make a cash payment to resolve its alleged liability for Natural Resource Damages associated with the Incident. This objective is subject to the Reservations of Rights specified in this Consent Decree and in exchange for the Covenant Not to Sue by the Plaintiffs.

#### VI. PAYMENTS

16. Within thirty Days of the Date of Entry of this Consent Decree, Defendant must pay in accord with Paragraphs 17 and 18, the sum of \$770,000.00 to be divided as follows:

a. \$616,358.58, which will be jointly administered by the Trustees for use only to restore, replace, or acquire the equivalent of the injured Natural Resources, including reimbursement of their joint Future Restoration Costs, and may be expended only in accordance with a Settlement Funds Management Agreement entered into among the Trustees and a damage assessment and restoration plan (DARP) for this Site completed under applicable regulations.

b. \$49,119.46, to the Federal Trustee for Past Assessment Costs of DOI.

c. \$104,521.90, to the State Trustees for the Past Assessment Costs. Of the total Past Assessment Costs payable to the State, \$29,388.78 is allocated to TPWD, \$62,483.74 is allocated to TCEQ, and \$12,649.38 is allocated to GLO.

17. Payment of the amount in Paragraphs 16(a) and (b) must be made by FedWire Electronic Funds Transfer (EFT), to the United States in accordance with current electronic funds transfer procedures, referencing the Civil Action Number and DOJ Case No. 90-5-1-1-10848. Payment must be made in accordance with instructions provided to Defendant by the Financial Litigation Unit (FLU) of the United States Attorney's Office for the Western District of Texas after the Date of Entry of this Consent Decree. Thereafter, the payment will be deposited into the DOI's Natural Resource Damage Assessment and Restoration Fund (NRDAR Fund) referencing: Account No. 0186, Site name: Koch-Marcelinas Creek Oil Spill, Karnes County, Texas.

18. Payment to the State Trustees in the amount specified in Paragraphs 16(c) must be made in the form of a certified check made payable to the "State of Texas" and referencing "Koch Karnes County Natural Resource Damages." The Defendant's certified check must bear the identifying numbers "AG Nos. 143549913, 143551596, and 143553329," and be mailed to the attention of Mr. Jon Niermann, Chief, Environmental Protection Division, Office of the Attorney General of Texas, P.O. Box 12548, Austin, Texas 78711.

#### VII. VIOLATION OF CONSENT DECREE REQUIREMENTS

19. Interest on Late Payments: If Defendant fails to make any payment required under Section VI by the required due date, Interest will accrue on the unpaid balance from the thirty-first Day after the Date of Entry of this Consent Decree through the date of payment.



20. Stipulated Penalty:

a. If any amount due under Section VI has not been paid by the required due date, Defendant will be in violation of this Consent Decree and must pay, as a stipulated penalty, in addition to the Interest required by Paragraph 19, \$1,000 per violation per Day that each such payment is late.

b. Stipulated penalties are due and payable within thirty Days of the date of the demand for payment of the penalties by any Plaintiff owed them. Nothing in this Consent Decree deprives either the United States or the State of either sovereign's ability to waive or reduce penalty payments due to them under this Consent Decree, pursuant to their own procedures for exercising such discretion.

c. Stipulated penalties due to the Federal Trustee must be paid in accordance with the payment instructions set forth in Paragraph 17. Stipulated penalties due to the State Trustees must be paid in accordance with the payment instructions set forth in Paragraph 18.

d. Stipulated Penalties will accrue as provided in this Section regardless of whether any Plaintiff has notified Defendant of the violation or made a demand for payment, but need only be paid upon demand. All stipulated penalties will begin to accrue on the Day after payment is due and will continue to accrue through the date of payment. Nothing herein prevents the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

21. If the United States or the State brings an action to enforce this Consent Decree, Defendant must reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

22. Payments made under this Section are in addition to any other remedies or sanctions

available to Plaintiffs by virtue of Defendant's failure to comply with the requirements of this Consent Decree.

23. Payment of stipulated penalties will not excuse Defendant from payment as required by Section VI or from performance of any other requirement of this Consent Decree.

#### VIII. COVENANTS NOT TO SUE BY PLAINTIFFS

24. Federal – In consideration of the payments to be made by Defendant under this Consent Decree, and except as specifically provided by Section IX, the United States covenants not to sue or to take administrative action against Defendant pursuant to Section 1002(a) of OPA, 33 U.S.C. § 2702(a); or Section 311 of the Clean Water Act (CWA), 33 U.S.C. § 1321 for Natural Resource Damages at the Site resulting from the Incident. This covenant not to sue is conditioned upon the complete and satisfactory performance by the Defendant of its obligations under Section VI and Section VII of this Consent Decree. This covenant not to sue extends only to Defendant, and does not extend to any other entity.

25. State – Except as specifically provided in Section IX, the State covenants not to sue Defendant pursuant to Section 1002(a) of OPA, 33 U.S.C. § 2702(a); Section 311 of the CWA, 33 U.S.C. § 1321; or Tex. Water Code § 26.265 for Natural Resource Damages at the Site resulting from the Incident. This covenant not to sue is conditioned upon the complete and satisfactory performance by the Defendant of its obligations under Section VI and Section VII of this Consent Decree. This covenant not to sue extends only to Defendant, and does not extend to any other entity.

#### IX. RESERVATION OF RIGHTS BY UNITED STATES AND STATE

26. Except as specifically provided in this Consent Decree, the United States and the State

each reserves, and this Consent Decree is without prejudice to, all rights against Defendant with respect to all matters not expressly included within the Covenants Not to Sue. Notwithstanding any other provision of this Consent Decree, and except as provided in the immediately preceding sentence, the United States and the State of Texas each reserves (as applicable) all rights against Defendant with respect to the following:

- a. Liability for failure of Defendant to meet a requirement of this Consent Decree;
- b. Liability based upon Defendant's ownership or operation of the Facility, or upon Defendant's transportation, storage, or disposal, or the arrangement for the transportation, storage, or disposal, of oil, at or in connection with the Site, after signature of this Consent Decree by Defendant;
- c. Liability arising from the past, present, or future discharge, disposal, release or threat of release of hazardous substances or discharges of oil anywhere other than at or from the Site, or liability arising from any obligation now in place concerning the Site including those relating to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (RCRA) or the Texas Solid Waste Disposal Act, Tex. Health & Safety Code, Chapter 361 (TSWDA).
- d. Liability for damages for injury to, destruction of, or loss of Natural Resources resulting from releases or threatened releases of hazardous substances or discharges of oil other than during the Incident; and
- e. Criminal liability.

**X. COVENANT NOT TO SUE BY DEFENDANT**

27. Defendant covenants not to assert any claims and to waive all claims or causes of action that it might have against the United States, the State, or their respective agents, officials,

employees or contractors with respect to this Consent Decree, including, but not limited to, the subject matter covered by Plaintiffs' covenants not to sue, or for:

a. any claim arising out of response actions at or in connection with the Discharge Incident, including any claim under the United States Constitution, the Constitution of the State of Texas, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

b. any direct or indirect claim for reimbursement from the Oil Spill Liability Trust Fund (OSLTF) pursuant to OPA Sections 1008 and 1009, 33 U.S.C. §§ 2708 and 2709, with respect to the Incident.

28. Nothing in this Consent Decree constitutes approval or preauthorization of a claim within the meaning of OPA Section 1013, 33 U.S.C. § 2713.

#### XI. EFFECT OF SETTLEMENT

29. This Consent Decree does not create any rights in, or grant any cause of action to, any person or entity not a Party to this Consent Decree. The preceding sentence does not waive or nullify any rights that any person or entity not a signatory to this Consent Decree may have under applicable law.

30. The Parties expressly reserve 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 Incident against any person or entity not a Party hereto.

31. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, damages, penalties, or other relief

relating to the Incident and/or Site, which is premised on any reservation of rights set forth in Paragraph 26, Defendant may not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State 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 Plaintiffs set forth in Paragraphs 24 and 25.

## XII. NOTICES AND SUBMISSIONS

32. Whenever, under this Consent Decree, notice is required to be given or a report or other document is required to be sent by one Party to another, it must 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. All notices are effective upon receipt, unless otherwise specified. Except as otherwise provided, notice to a Party by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

### As to the United States Department of Justice:

#### USPS Address:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division (DJ # 90-5-1-1-10848)  
United States Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

#### Courier Address:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division (DJ # 90-5-1-1-10848)  
United States Department of Justice  
ENRD Mailroom, Room 2121

601 D. Street, NW  
Washington, D.C. 20004

As to the United States Department of the Interior:

NRDAR Coordinator, Ecological Services  
USFWS, Southwest Region  
P.O. Box 1609  
Albuquerque, NM 87008

As to the Office of the Attorney General of Texas:

USPS Address:

Jane E. Atwood  
Assistant Attorney General  
EPD-AG Nos. 143549913, 143551596, and 143553329  
Office of the Attorney General of Texas  
P.O. Box 12548  
Austin, Texas 78711-2548

Courier Address:

Jane E. Atwood  
Assistant Attorney General  
EPD-AG Nos. 143549913, 143551596, and 143553329  
Office of the Attorney General of Texas  
10th Floor  
300 W. 15th Street  
Austin, Texas 78711-2548

As to the State of Texas Trustees:

Michael Smith, MC-136  
Natural Resource Trustee Program  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087  
Angela Sunley  
Natural Resource Trustee Program  
Texas General Land Office  
P.O. Box 12873  
Austin, Texas 78711

Don Pitts  
Environmental Assessment, Response, and Restoration Program  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744

As to Koch Pipeline Company, L.P.:

Barclay Nicholson, Esq.  
Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010

President  
Koch Pipeline Company, L.P.  
4111 East 37th Street North  
Wichita, Kansas 67220

XIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

33. This Consent Decree will be lodged with the Court for a period of at least thirty Days for public notice and comment. The United States and the State each reserves, and the Defendant acknowledges, each Plaintiff's right to withdraw or withhold consent if the comments regarding the Consent Decree disclose facts or considerations, that indicate the Consent Decree is inappropriate, improper, or inadequate.

34. The Parties agree that the Defendant is not required to file an Answer to the Complaint unless or until thirty Days after: (a) the Plaintiffs have informed the Defendant in writing that they have withdrawn their respective consent to this Consent Decree; or (b) the Court has denied the Plaintiffs' motion to enter the Consent Decree.

35. 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.

XIV. EFFECTIVE DATE AND RETENTION OF JURISDICTION

36. The Effective Date of this Consent Decree will be the date upon which the Court enters the Consent Decree.

37. This Court will retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. CONSENT DECREE MODIFICATIONS

38. Any material modification to this Consent Decree may be made only by agreement of the Parties, in writing, and do not take effect unless approved by the Court. Non-material modifications of this Consent Decree may be made by agreement of the Parties, in writing, and do not take effect until filed with the Court. Nothing in this Consent Decree alters the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

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

40. Economic hardship or changed financial circumstances of the Defendant are not a basis for modifications of this Consent Decree.

XVI. SIGNATORIES/SERVICE

41. The undersigned representatives of the Parties each certify that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party to this document.

42. The Defendant consents to the entry of this Consent Decree without further notice. The 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 or the State has notified Defendant in writing that either one of them no longer supports entry of the Consent Decree.

43. Defendant must identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of the Defendant with respect to all matters arising under or relating to this Consent Decree. The Defendant 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 (FRCP) and any applicable local rules of this Court, including, but not limited to, service of a summons.

#### XVII. FINAL JUDGMENT

44. This Consent Decree and its appendices constitute the complete agreement and understanding between the Parties with respect to the settlement embodied in the Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to this settlement other than those expressly contained in this Consent Decree.

45. Upon approval and entry of this Consent Decree by the Court, this Consent Decree will constitute the final judgment between and among the United States, the State of Texas and the Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under FRCP Rules 54 and 58.

SO ORDERED.

Dated: \_\_\_\_\_, 2015.


\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE  
FOR THE WESTERN DISTRICT OF TEXAS

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States and the State of Texas v. Koch Pipeline Company, L.P.*, (W.D.TX.), relating to Natural Resource Damages at the Site in Karnes County, Texas.

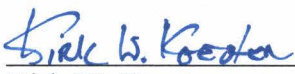
FOR THE UNITED STATES OF AMERICA:

John C. Cruden  
Assistant Attorney General  
Environment and Natural Resources Division

Dated: August 5, 2015

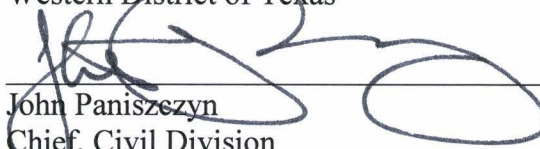
  
\_\_\_\_\_  
Nathaniel Douglas  
Deputy Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611

Dated: August 5, 2015

  
\_\_\_\_\_  
Kirk W. Koester  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
202.514.9009  
[kirk.koester@usdoj.gov](mailto:kirk.koester@usdoj.gov)

Richard L. Durbin, Jr.  
United States Attorney  
Western District of Texas

Dated: Aug 11, 2015

  
\_\_\_\_\_  
John Paniszczyn  
Chief, Civil Division  
United States Attorney  
Western District of Texas  
San Antonio Division  
601 NW Loop 410, Suite 600  
San Antonio, Texas 78216  
Texas Bar No. 15443855

FOR THE STATE OF TEXAS:

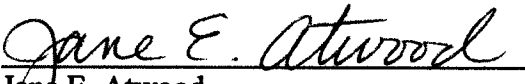
Ken Paxton  
Attorney General of Texas

Charles E. Roy  
First Assistant Attorney General

James E. Davis  
Deputy Attorney General for Civil Litigation

Jon Niermann  
Chief, Environmental Protection Division  
Attorney General of Texas

Dated: 8/7/2015

  
Jane E. Atwood  
Assistant Attorney General  
Texas State Bar No. 00796144  
Environmental Protection Division  
Office of the Attorney General of Texas  
P.O. Box 12548  
Austin, Texas 78711  
512.463.2012  
[Jane.atwood@texasattorneygeneral.gov](mailto:Jane.atwood@texasattorneygeneral.gov)


THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and the State of Texas v. Koch Pipeline Company, L.P.*, (W.D.TX.), relating to Natural Resource Damages at the Site in Karnes County, Texas.

FOR KOCH PIPELINE COMPANY, L.P.,  
By Koch Pipeline Company, LLC  
Its General Partner

Dated: \_\_\_\_\_

\_\_\_\_\_  
Barclay Nicholson, Esq.  
Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010

Dated: 8/4/15

  
\_\_\_\_\_  
Mr. Steve Kromer  
President  
4111 East 37th Street North  
Wichita, Kansas 67220

If different from above, the following is the name and address for the Defendant's agent for service and the name and address of the Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Counsel