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STATE OF KANSAS
DEPARTMENT OF HEALTH AND ENVIRONMENT

In the Matter of:)	
)	
Potential Environmental Contamination at)	
the:)	
Hudson Station Site)	
Lyons Station Site)	Case No. 10-E-127 BER
Cunningham Station Site)	
Fleming Station Site)	
Burrton Station Site)	
)	
SEMCRUDE, L.P.)	
Respondent.)	
)	

CONSENT AGREEMENT AND FINAL ORDER

The Parties hereto, the Kansas Department of Health and Environment ("KDHE"), and SEMCRUDE, L.P., (also referred to herein as "Respondent"), a foreign limited partnership, authorized to do business in the State of Kansas, having agreed that settlement of this matter is in the best interests of all parties and the public, hereby represent and state the following:

- Without admitting to KDHE's Findings of Facts or Conclusions of Law, Respondent submits to KDHE's Jurisdiction for purposes of the entry of this Order. Respondent's agreement to this Order shall not constitute an admission of any statement herein in any other proceeding, except a proceeding to enforce this Order. Respondent agrees to undertake all actions required by the terms and conditions of this Order.

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BUREAU OF
ENVIRONMENTAL REMEDIATION

2. This Order is a Final Order of the Secretary of the Kansas Department of Health and Environment (“Secretary”) pursuant to the Kansas Administrative Procedures Act (“KAPA”). Respondent agrees that jurisdiction is proper and not to contest this Order, the authority of the Secretary to issue this Order or any action by KDHE to enforce the terms of this Order.
3. No change in the ownership or corporate status of Respondent shall alter its responsibilities under this Order.
4. Respondent shall provide a copy of this Order to any subsequent owners or successors before ownership rights are transferred. Respondent shall provide a copy of this Order to all contractors, subcontractors, laboratories and consultants which are retained to conduct any work performed under this Order, within fourteen (14) days after the effective date of this Order or the date of retaining their services. Notwithstanding the terms of any contract, Respondent is, and shall remain, responsible for compliance with this Order and for ensuring that its contractors and agents comply with this Order.

DEFINITIONS

5. Terms used in this Order, if defined in state statutes or the associated regulations, shall have the meanings assigned to them in the statute or the regulations. To the extent not inconsistent with the meanings assigned to them in statute or regulation, the terms listed below if used in this Order, or in attached or incorporated documents shall have the following meanings.
 - a. “Day” shall mean a calendar day unless expressly stated to be a Working Day.

- b. A "Site" shall refer to any one of the sites describe herein shall mean all areas and media from where hazardous substances and any other contamination or pollution connected with a particular facility have been released and/or have come to be located.
- c. "Working Day" shall mean a day other than a Saturday, Sunday or State of Kansas holiday. In computing any period of time under this Order where the last day would fall on a Saturday, Sunday or holiday recognized by the State of Kansas the period shall run until the end of the next Working Day.

JURISDICTION

- 6. KDHE is a duly authorized agency of the State of Kansas, created by act of the legislature, pursuant to K.S.A. 75-5601, *et seq.*
- 7. The Secretary of KDHE (also referred to herein as the "Secretary") has authority and responsibility to protect the public health and the environment; specifically,
 - a. As it pertains to contamination and remediation of contamination of the waters and soils of the state, under the authority of K.S.A. 65-161 through K.S.A.65-171z;
 - b. Relative to the safe and sanitary disposal of hazardous wastes, under the authority of K.S.A 65-3430, *et seq.*; and,
 - c. In matters involving hazardous substances and the hazardous substance cleanups, under the authority of the Kansas Environmental Response Act (K.S.A. 65-3452a, *et seq.*).

8. More specifically, the Secretary has authority, pursuant to K.S.A. 65-164(d), to order a person, company or corporation that has or is polluting the waters of the state to treat the sewage or other polluting material to prevent the future pollution of waters of the state. Respondent disputes that it is a person, company, or corporation that has or is polluting the waters of the state.
9. The Secretary has the authority pursuant to K.S.A. 65-3453(a)(1) to determine that the cleanup of a site polluted by a hazardous substance is necessary to protect the public health or the environment.
10. The Secretary has the authority pursuant to K.S.A. 65-3453(a)(3) to issue cleanup orders to persons responsible for the health or environmental hazard created by a hazardous substance. Respondent disputes that it is a person responsible for a health or environmental hazard created by a hazardous substance.
11. K.S.A. 65-3453(a)(4) authorizes the Secretary to recover moneys from persons responsible for the health or environmental hazard created by a hazardous substance. Respondent disputes that it is a person responsible for a health or environmental hazard created by a hazardous substance.

KDHE FINDINGS OF FACT

12. **Hudson Station:**
 - a. Hudson Station occupies approximately 17.5 acres and is located in Section 31, Township 22 South, Range 11 West in Stafford County, Kansas.

- b. Infrastructure at this Site includes crude oil pipeline facilities, aboveground storage tanks (ASTs) and off-load trucking facilities. SemCrude continues operations at this Site as well as Jayhawk Pipeline, Central Kansas Crude and SemGroup Energy Partners [now known as Blue Knight Energy Partners, LP (BKEP)], who use the smaller ASTs and truck off-loading facilities along the western side in the northern half of the property.
- c. The following investigations have been conducted at the Site:
 - i. A Phase I ESA was conducted in May 2001 as part of the property transfer between Equilon Pipeline Company and Seminole Transportation & Gathering, Inc. (STG). Staining of surface soils was noted in association with valves, tank mixers, meters and pump equipment and appeared to be a result of daily operational activities. The western portion of the Site appeared to have been used for landfarming tank bottoms. The Site is located in a sensitive groundwater area according to the "Sensitive Groundwater Area" map prepared by the Kansas Corporation Commission (KCC).
 - ii. KDHE conducted asite-visit on October 7, 2009. Stained soil and evidence of landfarming of petroleum-contaminated soils were observed. Crude oil spills or releases have been reported by SemCrude, Equilon, Jayhawk Pipeline and previous operators. The most recent release was by SemCrude in April 2007, and was handled under the aegis of the KDHE

Southwest District Office. Some evidence of a release was still observable on adjacent property to the east. Landfarming activities were currently underway in the northern portion of the property where historical aerial photos indicate past landfarm operations have occurred.

13. Lyons Station:

- a. Lyons Station occupies approximately ten (10) acres and is located in Section 11, Township 20 South, Range 8 West in Rice County, Kansas.
- b. Infrastructure at the Site includes a manned pipeline facility with large ASTs located in the eastern one-third of the SemCrude property, and a truck off-loading station with two (2) ASTs used by Central Plains located in the north-central portion of the property. The western half of the property is vacant land.
- c. The following investigations have been conducted at the Site:
 - i. A Phase I ESA was conducted in May 2001 as part of the property transfer between Equilon Pipeline Company and STG. Staining of surface soils was noted in association with valves, tank mixers, meters and pump equipment and appeared to be a result of daily operational activities.
 - ii. KDHE conducted a site-visit in April 2009. KDHE staff observed oil-stained soil at three (3) locations at this property: 1) under pumps & meters in the northeast corner, 2) under a tank mixer at the base of the westernmost large AST, and 3) at the Central Plains truck off-loading

station. All three areas had been covered with fresh sand or rock when KDHE staff returned for asite-visit in October 2009.

14. Cunningham Station.

- a. Cunningham Station occupies approximately fifteen (15) acres and is located in Section 20, Township 27 South, Range 10 West in Kingman County, Kansas.
- b. Infrastructure at the Site includes a manned pipeline facility with two (2) large ASTs in the central portion of the facility, two (2) truck off-loading stations, two (2) smaller ASTs used by Central Plains, and one (1) AST used by SemGroup Energy Partners [now known as Blue Knight Energy Partners, LP (BKEP)] in the south-central portion. In the western portion is a newer truck off-loading station used by White Cliffs.
- c. The following investigations have been conducted at the Site:
 - i. A Phase I ESA was conducted in May 2001 as part of the property transfer between Equilon Pipeline Company and STG. Staining of surface soils was noted in association with the unload riser and tank mixers and appeared to be a result of daily operational activities. Chemical storage noted at the Site included diesel, gasoline, and Stoddard solvent ASTs located on the east central portion of the Site. Two former waste pits were used during routine cleaning of the crude oil storage tanks. An oily film had been visually noticeable on the water inside the secondary containment berm of an AST. It was believed to be leaking and taken out

of service. The Site is located in a sensitive groundwater area according to the "Sensitive Groundwater Area" map prepared by the KCC. A former waste pit in the northwest portion of the property was excavated and remediated in 1996 with Bureau of Waste Management approval.

- ii. A second former waste pit in the northeast corner was cleaned up and issued a No Further Action determination under the KDHE Voluntary Cleanup and Property Redevelopment Program in early 2006 (Cunningham Station C2-048-71637). Three (3) shallow monitoring wells (less than 16 feet in depth) were installed around the former east waste pit and sampled for approximately two (2) years.
- iii. An environmental audit was conducted by Southwest Geoscience on behalf of SemCrude at this facility on April 1, 2008. According to SemCrude personnel, basic sediment and water wastes were historically disposed on-site in pits which were closed under the KDHE Voluntary Clean-Up and Property Redevelopment Program.
- iv. KDHE conducted asite-visit on October 7, 2009.
 1. Preparation for the installation of a new large AST by White Cliffs between the two SemCrude ASTs was observed. The small ASTs for gasoline, diesel and Stoddard solvent that had been noted in the Phase 1 in 2001 were not present.

2. Stained soil, distressed vegetation, standing water and a sump were observed.
3. Two water supply wells were on-site: one supplies water for onsite use and is located near the southwest corner of the facility office building in the southeast portion of the property; the second supplies water for use by an adjacent property owner and is located along the south side of the road south of the property. A trailer house reportedly used for vacation purposes is immediately to the east and shares the water supply from the well to the south.

15. Fleming Station.

- a. Fleming Station occupies approximately two (2) acres and is located in Section 8, Township 31 South, Range 8 West in Harper County, Kansas.
- b. The infrastructure at the Site includes an unmanned pipeline facility with pumping and meter equipment, one (1) sump, one (1) Stoddard solvent AST, four (4) sets of ASTs used by SemCrude, McClaskey, SGLP [now known as Blue Knight Energy Partners, LP (BKEP)], and CMT (now Pacer), and three (3) truck off-loading stations used by SemCrude, Pacer, and McClaskey.
- c. The following investigations have been conducted at the Site:
 - i. A Phase I ESA was conducted in May 2001 as part of the property transfer between Equilon Pipeline Company and STG. Staining of surface soils was noted in association with the pumps, pump house, tank, pig receiver

and secondary containment berms. Chemical storage noted at the Site included a 250-gallon AST containing stoddard solvent. The Site is located in a sensitive groundwater area according to the "Sensitive Groundwater Area" map prepared by the KCC.

- ii. KDHE conducted asite-visit on October 7, 2009. The tank dike around the large SemCrude AST was reportedly made partially of hydrocarbon-impacted soils.

16. Burrton Station.

- a. Burrton Station occupies approximately 25 acres and is located in the southwest quarter of Section 34, Township 23 South, Range 3 West in Harvey County, Kansas.
- b. The infrastructure at the Site includes three (3) active and one (1) inactive pipeline each with valves, pumping and meter equipment. Crude oil had previously been stored at this facility. The last 55,000 barrel AST onsite was removed in 2002 after SemCrude purchased the property.
- c. The following investigations have been conducted at the Site:
 - i. A Phase I ESA was conducted in May 2001 as part of the property transfer between Equilon Pipeline Company and STG. Staining of surface soils was noted in association with valves, traps, and meter equipment and appeared to be a result of daily operational activities. The Site is located

in a sensitive groundwater area according to the "Sensitive Groundwater Area" map prepared by the KCC.

- ii. KDHE conducted asite-visit on October 7, 2009. Several areas of historic landfarming and one area of active landfarming were observed at the facility property and on adjacent SemCrude property to the south. The historic landfarming areas consisted of distressed vegetation. Hard, crusty asphalt-like material was visible on the ground surface in one area.

KDHE CONCLUSIONS OF LAW

17. Respondent is a "person", "company", "corporation", "institution" or "municipality" within the purview of, K.S.A. 65-164 through K.S.A 65-171z and K.S.A. 65-3452a, *et seq.*
18. Individually, each of the Sites constitutes a site within the meaning of K.S.A. 65-3453.
19. Soil staining and distressed vegetation at numerous locations onsite suggest the presense of contamination. If found, such contaminants could constitute "pollution" as defined by K.S.A. 65-171d.
20. Although no contaminants have as yet been found in the soil or groundwater underlying the Sites, KHDE suspects that such contaminants may be present. If found, such contaminants may be "hazardous substances" as defined by K.S.A. 65-3452a.
21. KDHE has determined that the facts set forth above may constitute:
 - a. The possible pollution of the land or waters of the state or the threat of pollution of the land or waters of the state in violation of K.S.A. 65-164(d);

- b. A potential health or environmental hazard created by a hazardous substance requiring cleanup pursuant to K.S.A. 65-3453.
22. KDHE has determined Respondent is a person who may be responsible for the health or environmental hazard created by the hazardous substance(s) and is therefore responsible for costs incurred by KDHE pursuant to K.S.A. 65-3455.
23. KDHE has determined that the environmental contamination potentially identified at the Sites, if confirmed, could cause or threaten to cause pollution of the soil and waters of the state, or is, or threatens to become, a hazard to persons, public health or safety.

ORDER

24. The Secretary hereby orders and the Respondent agrees to conduct an environmental assessment and other activities identified herein, and to be bound by the terms set forth herein.
- a. The Respondent shall conduct the environmental assessment consistent with the Scope of Work for a Preliminary Investigation, which may be found as Exhibit 1. All activity contemplated or performed pursuant to this Order shall be conducted subject to the approval of KDHE in accordance with the terms of this Order and consistent with the standards, specification and schedules determined by KDHE.
 - b. Failure to comply with any of the terms and conditions of this Order or incorporated exhibits shall be considered a violation of this Order and may subject the Respondent to such administrative actions and penalty provisions as set forth in this Order or otherwise authorized by law.

- c. All communications, notifications and requests required under this Order shall be made in writing. For the purposes of this Order, fax transmissions will be considered as being in writing; e-mail transmissions shall not be considered in writing.
 - d. Unless otherwise directed by KDHE, Respondent shall provide to KDHE one hard copy plus one electronic copy of each deliverable requested pursuant to this Order.
 - e. Any documents, reports, plans, specifications, schedules and/or attachments required by this Order, upon acceptance by KDHE, shall be deemed incorporated into this Order by reference.
25. **Reservation of Rights for Further Relief.** If KDHE determines that the results of the preliminary investigation suggests the presence of environmental contamination of the soil or groundwater at the Sites, necessitating further characterization and delineation, KDHE may seek further relief from Respondent. Respondent reserves all rights and defenses to any demand for further relief.
26. **Inadequate Performance – Notice of Disapproval.** In the event that KDHE finds that work performed pursuant to this Order is inadequate, it will issue a Notice of Disapproval to the Respondent. The Notice of Disapproval delineates the deficiencies in the document or work, describes the necessary modifications to address the deficiencies and provides an expected timeframe to correct the deficiencies. Failure to revise, correct or otherwise respond to the Notice of Disapproval shall be deemed a violation of this Order.

27. **Task Specific Schedules.** KDHE shall establish schedules for work to be performed pursuant to this Order. All requests for schedule extensions must be submitted in advance by Respondent to KDHE for approval.
28. **Kansas Licensure Requirement.** All work performed pursuant to this Order shall be under the direction and supervision of a professional engineer or geologist with expertise in environmental site investigations and remediation, and licensed in the State of Kansas. Within thirty (30) days of the effective date of this Order, Respondent shall notify KDHE of the name, title, license number and qualification of the engineer or geologist, and of any contractors or subcontractors and their personnel to be used in carrying out the terms of this Order. Respondent shall notify KDHE of any changes of name, title, license number and qualifications of the engineer, geologist, contractors, subcontractors and their personnel within thirty (30) days of the occurrence of such change.
29. **Additional Tasks May Be Required.** KDHE, in conducting its oversight activities, may determine that tasks, in addition to those specified in the procedure for the preliminary investigation, may be required. Respondent shall undertake such tasks as directed by KDHE.
30. **Sample Collection.** At the request of KDHE, Respondent shall provide, or allow KDHE or its authorized representatives to take, split samples of all samples collected by Respondent pursuant to this Order. Similarly, at the request of Respondent, KDHE shall allow Respondent or its authorized representatives to take split or duplicate samples of all samples collected by KDHE under this Order. KDHE shall notify Respondent at least

seven (7) days before conducting any sampling under this Order, provided, however, that if seven (7) days notice of sample collection activity is not possible, KDHE and Respondent shall give such advance notice to enable each party to have a representative present during said sample collection activity.

31. Quality Assurance.

- a. All samples analyzed pursuant to this Order shall be analyzed by a KDHE-approved laboratory using KDHE-approved laboratory methodologies.
- b. All sample collection and analysis shall be performed in compliance with the approved work plan(s), including scheduling of analyses, documentation of sample collection, handling and analysis.
- c. Laboratory analytical report forms shall be submitted to KDHE for all analytical work performed pursuant to this Order. Any deviation from the procedures and methods set forth in these documents must be approved by KDHE prior to use. Respondent shall notify KDHE within five (5) Working Days of notice or knowledge of a potential deviation from prescribed procedures or methods. Such notice shall provide information as to the nature of the deviation, if known, and outline a proposed investigation to determine whether the sample or results are representative or should not be considered valid. If the results cannot be validated by evaluation of the quality assurance/quality control procedures, historical data and/or laboratory protocol, Respondent will resample if directed to do so by

KDHE. Respondent shall notify KDHE at least seven (7) days before conducting re-sampling.

- d. Respondent shall use the quality assurance, quality control, and chain of custody procedures specified in the quality assurance project plans which are part of the work plan(s), for all sample collection and analysis performed pursuant to this Order, unless otherwise agreed to by KDHE.
- e. All contracts for field work shall provide that KDHE representatives are allowed access, for auditing and evaluation purposes, at reasonable times upon reasonable request, to all personnel utilized by Respondent for sample collection and analysis and other field work. Upon request by KDHE, the laboratories shall perform analysis of a reasonable number of known samples provided by KDHE to demonstrate the quality of the analytical data.

32. **Data/Document Availability.** Respondent shall make available to KDHE all results of sampling or tests, or other data generated by or on its behalf with respect to the implementation of this Order. Respondent shall report the results of such sampling or testing, or other data in accordance with the task specific work plans and schedules identified in this Order or as otherwise directed by KDHE. Upon completion of quality assurance and quality control assessment of the data, KDHE shall make available to Respondent results of sampling and tests, and other data obtained relative to this Order, unless it is otherwise prohibited by law.

33. **Access.**

- a. KDHE and any of its agents or contractors shall be allowed and authorized by Respondent to enter and freely move about all property at the Sites, when accompanied by a representative of Respondent, for the purpose, among other things, of interviewing site personnel and contractors; inspecting records, operating logs, and contracts related to the activities set out in the work plan(s); reviewing the progress of Respondent in carrying out the terms of this Order; conducting such sampling and tests as KDHE deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the reports and data submitted to KDHE by Respondent. Respondent may request such persons to undergo safety orientation prior to entering the Sites. Respondent shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data that pertain to work undertaken pursuant to this Order. KDHE shall be liable for any act or omission only to the extent authorized by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* It is understood that KDHE does not maintain insurance for activities of KDHE employees.
 - b. This Order does not contemplate that Respondent will conduct any work on property that is not owned or controlled by Respondent.
34. **Field Activities Notification.** Respondent shall provide KDHE at least seven (7) days advance written notification before conducting any investigation and/or remediation, or other ancillary activities related to such measures, whether conducted pursuant to the

Order or to a request, requirement or order from any other federal, state or local regulatory authority where the resultant data or information would be used in part or in full to satisfy requirements of the Order. Failure to provide advance written notification may result in KDHE rejection of the data obtained or work conducted by the Respondent. Advance written notification is to be accomplished by completing the KDHE-BER Remedial Section Field Activities Notification Form on the KDHE website for each activity as distinguished by separate field mobilizations. If website access is not available, Respondent may provide required written notification by completing the form (Exhibit 2) and submitting to the designated KDHE project coordinator.

35. **Record Preservation.** Respondent shall preserve, during the pendency of this Order and for a minimum of six (6) years after its termination, all records and documents which have not previously been provided to KDHE in its possession or in the possession of Respondent's employees, agents, consultants or contractors which relate in any way to this Order or to hazardous substance and hazardous waste management and disposal at the Sites. During this period, Respondent shall make such records available to KDHE upon request for inspection or KDHE's retention, or shall provide copies of any such records to KDHE.
36. **Other Claims and Parties.** Nothing in this Order shall constitute or be construed as a release for any claim, cause of action or demand in law or equity against Respondent or any person, firm, partnership, or corporation not named herein for any liability arising out of or relating in any way to the generation, storage, treatment, handling, transportation,

release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the facilities or the Sites. Nothing in this Order shall be construed as a waiver of any defense which Respondent may have to any claim, cause of action or demand in law or equity raised against it.

37. **Other Applicable Laws.** All actions required to be taken pursuant to this Order shall be undertaken in accordance with all applicable local, state and federal laws and regulations.
38. **Project Coordinator.** Respondent shall, upon receipt of this Order, designate a project coordinator who shall be responsible for overseeing the implementation of this Order and shall provide said coordinator's name and contact information to KDHE. The KDHE project coordinator identified below will be KDHE's designated representative. To the maximum extent possible, all communications between Respondent and KDHE and all documents, reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order, shall be directed through the project coordinators. The parties agree to provide at least seven (7) days written notice prior to changing project coordinators. The absence of the KDHE project coordinator from the Sites shall not be cause for the stoppage of work.
39. **Notification.** Unless otherwise specified, reports, notices or other submissions required under this Order shall be sent to the KDHE project coordinator:

Pamela Green
Bureau of Environmental Remediation/KDHE
Curtis State Office Building
1000 SW Jackson, Suite 410
Topeka, Kansas 66612-1367
Office: 785-296-1935

40. **Service of Process, Return Receipt Delivery.** The Parties may be served personally or by return receipt delivery to the addresses provided below. "Return Receipt Delivery" shall include service effected by United States Postal Service certified mail or priority mail, or commercial courier services, evidenced by a written or electronic receipt showing to whom it was delivered, the address where delivered, date of delivery, and the person or entity effecting delivery.

a. For the State of Kansas:

Office of Legal Services
1000 SW Jackson, Suite 560
Topeka, Kansas 66612-1368
785-296-5334

A copy of all documents served shall be sent to the KDHE Project Coordinator, also.

b. For the Respondent:

Lance King
SemCrude
11501 South I-44 Service Road
Oklahoma City, OK 73173
405-692-5115

41. **Reimbursement of Costs/Withdrawal of Motion/Proof of Claim.** Respondent shall pay KDHE the sum of Twenty-Five Thousand Dollars (\$25,000.00) in compensation for costs incurred by KDHE in investigating possible contamination at the Sites and for oversight costs associated with the preliminary investigation being conducted by the Respondent at the Sites pursuant to the terms of this Order . In consideration of such payment of costs, KDHE shall withdraw its *Motion for an Order Pursuant to Rule*

9006(B) Enlarging the Period to Submit a Proof of Claim; filed in the matter of *In re: SemCrude, L.P., et al.*, United States Bankruptcy Court for the District of Delaware, Case No. 08-11525 (BLS), Jointly Administered. Furthermore, KDHE shall not file a Proof of Claims in said action as it pertains to the Sites.

42. **Mutual Agreement.** Each Party acknowledges that it has read all of the terms of this Order, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right and enters into this Order voluntarily and without duress.
43. **Waiver of Appeal and Review Rights.** Parties acknowledge that this Order, upon execution by the Secretary of KDHE, shall be a final agency order. Respondent voluntarily and knowingly waives any and all rights conferred upon it by the Kansas Administrative Procedure Act (KAPA), K.S.A. 77-501, *et seq.* Respondent voluntarily and knowingly waives the right to an appeal and review of this Order and matters leading up to the execution of this Order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Action, K.S.A. 77-601 *et seq.* KAPA authorizes KDHE to enter into an informal settlement of this matter without the necessity of proceeding to a formal hearing, K.S.A. 77-505.
44. **Joint Drafting.** This Order shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Order, no provision shall be construed and interpreted for or against either of the Parties because such provision or any other provision of the Order as a whole is purportedly prepared or requested by such Party.
45. **Choice of Law, Jurisdiction and Venue.** The laws of the State of Kansas shall govern

- the terms of this Order. In any judicial action to enforce provisions of this Order, jurisdiction and venue shall be proper in the District Court of Shawnee County, Kansas.
46. **Entire Agreement.** This Order contains the entire agreement between the Parties, and may only be modified in writing signed by the Parties or their duly appointed agents. All prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this Order.
47. **Successors and Assigns.** This Order shall be binding on and inure to the benefit of the Parties and their respective agents, employees, affiliates, successors and assigns. No change in the ownership or corporate status of Respondent shall alter its responsibilities under this Order. Successors or assigns, if required by KDHE, shall execute an amendment or other writing attesting to the assumption of the terms, conditions and performance of the Order. An assignment shall not relieve the Respondent from the obligations to carry out the terms and conditions of this Order in the event the assignee fails to do so.
48. **Authority.** Each Party has full knowledge of and has consented to this Order, and represents and warrants that each person who executes this Order on its behalf is duly authorized to execute this Order on behalf of the respective Party and legally bind the Party represented to this Order.
49. **Amendment.** This Order may be amended by mutual consent of KDHE and Respondent, and any such amendment shall be in writing.
50. **Effective Date.** This Order and any amendment thereto shall become effective as of the

date the Order or any amendment thereto is signed by the Secretary of KDHE.

51. **Termination.** The provisions of this Order shall terminate upon Respondent's receipt of written notice from KDHE that Respondent has demonstrated that the terms of this Order have been satisfactorily completed.

IN WITNESS WHEREOF, the Parties have affixed their signatures below:

SemCrude, L.P.

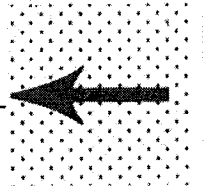
**KANSAS DEPARTMENT OF
HEALTH AND ENVIRONMENT**

By:

By:





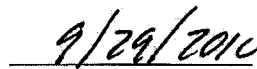


Signature
Peter L Schwiering

Roderick L. Bromby
Secretary

Name (Typed or Printed)
President, SemCrude, LP

Title
09-07-2010



Date

Date

