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June 21, 1996

**Cooperative Preassessment Sampling Agreement
between
Marathon Pipe Line Company
and
the Natural Resource Trustees of the State of Louisiana
and the United States of America**

A. INTRODUCTION

This Cooperative Preassessment Sampling Agreement is among the Natural Resource Trustees of the State of Louisiana (LA Dept. Of Environmental Quality, LA Dept of Natural Resources, LA Oil Spill Coordinator's Office, and the LA Dept of Wildlife & Fisheries), the Natural Resource Trustee of the United States of America (the U.S. Dept. of the Interior, U.S. Fish & Wildlife Service) and Marathon Pipe Line Company. This agreement is a preassessment agreement only and shall not be construed as the final natural resource damage assessment, nor shall it be construed to limit said final assessment.

The above listed state and federal trustees are referred to as "trustees" and Marathon Pipe Line Company is referred to as "Marathon."

B. PRELIMINARY STATEMENT OF FACTS

The following represents a preliminary statement of facts regarding a spill of unleaded gasoline from a Marathon Pipe Line Company ("Marathon") pipeline located in St. James Parish, Louisiana discovered on 24 May 1996. Said "facts" are preliminary in nature and shall not be construed to limit the State and Federal trustees in asserting other facts, including, but not limited to, the spill's impact on fish and wildlife species and habitat, that are not specified below should such other facts be discovered.

1. At approximately 0215 on 24 May 1996, Marathon Pipe Line Company personnel discovered a spill from a 20" pipeline transferring unleaded gasoline from Marathons's Refinery in Reserve, Louisiana to the Marathon Terminal at Zachary, Louisiana. The rupture in the line, located approximately 3 miles northwest of the intersection of LA 20 and LA 61 near Gramercy in St. James Parish, Louisiana, spilled an estimated 8700 bbls. The spill affected the Blind River, several tributaries, drainage and oil field canals, and the surrounding freshwater swamp.

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2. The swamp is characterized by baldcypress, tupelo, red maple, palmetto, buttonbush, willow, and duckweed. Fish species present include: gar, choupique, fresh water drum, catfish, shad, bass, among others. Wildlife species present include: white tailed deer, alligator, various species of turtles, herons, egrets, ducks, raccoon, nutria, among others.
3. Following the release of the gasoline from Marathon pipeline, wildlife and fish mortality were observed by persons at the scene. Dead gar, choupique, fresh water drum, deer, alligators, turtles, ducks, herons, egrets, raccoons, nutria, were among the animal species affected. The animal carcasses that were observed in the field and those that were brought to the collection point and the browned vegetation that was observed in the field represent a subsample of all of the living renewable natural resources injured by the gasoline release. Marathon expressly agrees that the deaths of the vegetation, fish and wildlife specified above, as well as carcasses that are discovered in the future (provided that such carcasses are in reasonable proximity in time and distance to the spill) were caused in fact by gasoline that was released from Marathon's pipeline described above.

C. COOPERATIVE AGREEMENT

To avoid costly and unnecessarily duplicative sampling and environmental monitoring, the State and Federal trustees of the State and Marathon Pipe Line Company hereby agree to cooperate in the following preassessment natural resource sampling and injury documentation:

1. Scheduling and conducting cooperative and joint reconnaissance sampling to measure natural resource injuries;
2. Developing and implementing protocols for carcass handling, examination, and documentation. When a federal or state procedure or protocol has been promulgated, that procedure or protocol shall be utilized by the parties; in the absence of a promulgated procedure or protocol, the parties may develop and implement a protocol, provided that said protocol utilizes methods that are generally accepted by the scientific community.
3. Developing and implementing joint aerial and ground surveys to measure possible injuries to vegetation and other resources; and
4. Sharing other spill-related data upon request. Notwithstanding the forgoing, a party shall be obligated to share said data only if that party is in possession of said data. Furthermore, a party shall not be obligated to share said data when the material requested is subject to a request for confidentiality or has been declared confidential in accordance with La. R.S. 30:2030, or other applicable law or regulation, or is otherwise subject to a legal privilege or exception under Louisiana laws regarding public records.

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Marathon hereby expressly understands and agrees that Marathon will not challenge the identity, validity, integrity, or authenticity, of any of the natural resource sampling and injury documentation collected pursuant to this agreement, and the results therefrom.

The State and Federal trustees and Marathon expressly agree that a party in possession of sampling and documentation data shall provide copies of said data to a party requesting said data within thirty (30) days of receiving a written request therefor.

The State and Federal trustees expressly reserve the right to conduct sampling and injury documentation in addition to the collective natural resource sampling and injury documentation provided for in this agreement. Nothing contained in this agreement shall be construed as prohibiting the State and Federal trustees from conducting said additional sampling and documentation or from submitting the results therefrom in any proceeding related to the incident specified herein.

If at any time during the term of this agreement, the State and Federal trustees determine that Marathon is interfering with the responsibilities of the State and Federal trustees in conducting natural resource sampling and injury documentation or is causing unreasonable delay, then the State and Federal trustees may proceed with the sampling and injury documentation without the participation of Marathon. In the event that the above situation occurs, the State and Federal trustees shall provide Marathon with a written statement describing the factual basis for disallowing further participation by Marathon.

D. LIMITATION ON EFFECT OF AGREEMENT

Participation in this agreement by Marathon is not and shall not be construed as an admission of liability or an acceptance of responsibility by Marathon under either State or Federal law for damages or response costs of any kind. Marathon expressly reserves its right to deny such liability and responsibility and to assert all legal and equitable defenses under State and Federal law that may be available to it. Notwithstanding the foregoing, as stated above, Marathon expressly agrees that the deaths of the vegetation, fish and wildlife described above, and the deaths of later discovered vegetation, fish and wildlife in reasonable proximity in time and distance to the spill, were caused in fact by gasoline released from Marathon's pipeline.

Conversely, nothing contained herein shall be construed as a waiver of Marathon's potential liability or responsibility by the Louisiana Department of Environmental Quality, the Louisiana Department of Natural Resources, the Louisiana Oil Spill Coordinator's Office, and the LA Department of Wildlife & Fisheries, the Natural Resource Trustee of the United States of America, (the U.S. Department of the Interior/U.S. Fish and Wildlife Service). The State and Federal Trustees expressly reserve their rights to pursue any and all legal recourse against Marathon under State and Federal Law.

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IN WITNESS WHEREOF, this agreement is executed by each of the parties as of the dates written below.

LOUISIANA OIL SPILL COORDINATOR'S OFFICE,
OFFICE OF THE GOVERNOR
Natural Resource Trustee
Authorized Official

By: _____

Title: _____

Date: _____

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Natural Resource Trustee
Authorized Official

By: _____

Title: _____

Date: _____

LOUISIANA DEPARTMENT OF WILDLIFE & FISHERIES
Natural Resource Trustee
Authorized Official

By: _____

Title: _____

Date: _____



LOUISIANA DEPARTMENT OF NATURAL RESOURCES,
OFFICE OF COASTAL RESTORATION AND MANAGEMENT
Natural Resource Trustee
Authorized Official

By: _____

Title: _____

Date: _____

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UNITED STATES DEPARTMENT OF INTERIOR,
U.S. FISH AND WILDLIFE SERVICE
Natural Resource Trustee
Authorized Official

By: _____

Title: _____

Date: _____

MARATHON PIPE LINE COMPANY
Authorized Officer

By: _____

Title: _____

Date: _____

s:Marathon/agreement.