

1984 DEC -4 PM 1:38

FILED
JEAN WATERS
CLERK OF COURT

IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

STATE OF OHIO, ex rel.
ANTHONY J. CELEBREZZE, JR.
ATTORNEY GENERAL OF OHIO

Plaintiff

vs.

DYMO OIL CORPORATION, et al

Defendants

Case No. 42990

Judge Phillip A. Baird

CONSENT JUDGMENT

The Complaint in the above-captioned case was filed herein on January 20, 1984. The Plaintiff State of Ohio, by its Attorney General, Anthony J. Celebrezze, Jr. (hereinafter "Plaintiff"), and the Defendants Dymo Oil Corporation and William D. Barry (hereinafter "Defendants"), and Defendants' guarantor, AMAX, Inc., consent to this decree without trial of any issue of fact or law arising from the complaint or admission by Defendants or Amax, Inc. that they are liable for commission of any of the alleged violations contained in such complaint.

NOW, THEREFORE, upon such consent of the parties hereto and AMAX, Inc., it is hereby ORDERED, ADJUDGED, and DECREED as follows:

I.

This court has jurisdiction over the subject matter herein and of the parties consenting hereto.



II.

The provisions of this Consent Judgment shall apply to and be binding upon the parties to this action, their officers, directors, agents, servants, employees, and successors, and Defendants' guarantor, AMAX, Inc.

III.

Where this Decree requires actions (including monetary payments) to be performed by Defendants, AMAX, Inc. shall be the guarantor of Defendants and shall assume the responsibility to perform such actions if not performed by Defendants. AMAX, Inc. shall be liable under this Decree if AMAX, Inc. fails to perform actions not performed by Defendants.

IV.

Defendants are hereby ordered to pay a civil penalty in the amount of four thousand dollars within thirty days after entry of this Consent Decree. Payment shall be made by delivering to the Fiscal Section, Division of Oil and Gas, Fountain Square, Building A, Columbus, Ohio, 43224, a certified check in such amount made to the order of "Treasurer of the State of Ohio."

V.

This Decree supercedes those provisions of Amended Order No. 84-73 which may be in conflict with the Decree. Any enforcement of the provisions of Amended Order No. 84-73 shall be by way of an action to enforce the present Decree entered in this cause and not by way of a separate action to enforce the terms of such amended order as issued.

VI.

Pursuant to Sections 1509.13 and 1509.15 of the Revised Code and O.A.C. Chapter 1501:9-11, Defendants shall properly plug and abandon the following wells:

- (A) those wells located on the Shaw lease located in Lots 5 and the North Quarter of Lot 4, Tract 13, Chatham Township, Medina County, Ohio (approximately 28);

- (B) those wells located on the Ross lease located in Lot 7, Tract 13, Chatham Township, Medina County, Ohio (approximately 20);
- (C) those wells located on the George Packard and Archie Packard leases located in Lots 4 and 6, Tract 13, Chatham Township, Medina County, Ohio (approximately 56);
- (D) those wells located on the Myrtle Grim and Wideman leases, located in Lots 2, 3, 52, 53, 54, and 55, Chatham Township, Medina County, Ohio (approximately 50); and,
- (E) except as provided in paragraph VII, those wells located on the Ripley lease located in Lot 1, Tract 13, Chatham Township, Medina County, Ohio (approximately 30).

Defendants have successfully plugged the approximately 57 wells and restored the well-sites on the Miller lease located in Chatham Township, Medina County, Ohio.

VII.

Defendants shall not be responsible for plugging the wells on the Ripley lease if, before thirty days after entry of this Consent Decree, the following actions are taken:

- (A) Dymo assigns or sells all of the wells on the Ripley lease to a new owner and provides a true copy of the assignment of the lease or the bill of sale to the Division of Oil and Gas showing that all of the wells on the Ripley lease are assigned or sold; and,
- (B) along with such proof of assignment or sale, submits to the Division a waiver, in writing, by the new owner of his right to appeal an order issued by the chief to plug and abandon or produce the wells and restore the well-sites on the Ripley lease within a time prescribed by the chief.

VIII.

Defendants are hereby ordered and enjoined to complete the work referenced in Paragraph VI (A), (B), (C), and (D) above according to the following time schedule: (A) twenty-five wells shall be plugged and abandoned by November 5, 1984; and (B), thereafter, a minimum of five wells shall be plugged and abandoned every two working weeks thereafter until all of the wells are plugged. If more than twenty-five wells are plugged prior to November 5, 1984, or more than five wells are plugged for any two-week period, then such additional wells shall be credited to any future two-week period where less than five wells are plugged.

Should Defendants not come within the exception of Paragraph VII, then Defendants shall be responsible for plugging the wells on the Ripley lease within the time frames set forth in this paragraph.

IX.

Upon plugging a well pursuant to this Decree, Defendants are hereby ordered and enjoined to restore the area of land disturbed by the siting, drilling, producing, and plugging of such well in a manner prescribed by R.C. 1509.072(A). Such restoration shall be accomplished within 24 working weeks after plugging the well.

X.

"Working weeks" as used in this Decree is defined to exclude periods of extreme weather or adverse surface conditions as agreed by the parties. A period of extreme weather includes each week from Sunday through the following Saturday wherein the highest temperature reached in any two days of that week does not exceed 10^o Fahrenheit. Adverse surface conditions may include situations where the ground is so wet that no access routes are available for heavy equipment such as drilling rigs and cement trucks to reach the well-sites on a particular lease.

If any of the parties determines that extreme weather or adverse surface conditions is preventing the plugging of wells and restoration of well-sites, it shall immediately inform the other parties. If all parties agree, such activities may be curtailed until weather conditions or surface conditions no longer cause delay. The schedules contained in paragraphs VIII and IX above do not include any weekly period during which such actions are curtailed because of such determinations.

XI.

The Court retains jurisdiction of this case for the purpose of making any order or decree necessary to carry out this order.

This Decree shall expire upon notice to this Court by all of the parties that Defendants have complied with all of the terms of this Decree.

XII.

Defendants shall pay all court costs.

12/3/84
DATE

M. A. Baird
JUDGE

APPROVED:

ANTHONY J. CELEBREZZE, JR.
ATTORNEY GENERAL OF OHIO

BY:

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~~XXXXXXXXXX~~ LLOYD L. PARKS
Vice-President and
~~General Counsel~~

Guarantor

