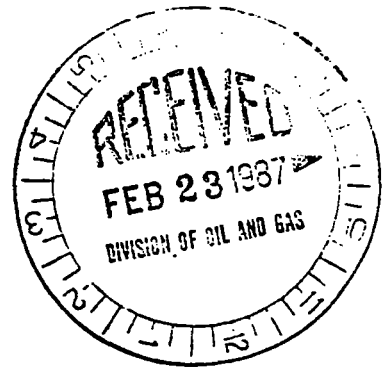
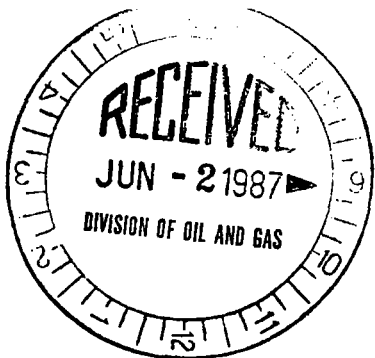


Jack Hook
sjp87a404



IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

STATE OF OHIO, ex rel.	:	
ANTHONY J. CELEBREZZE, JR.	:	
ATTORNEY GENERAL OF OHIO,	:	CASE NO. 85-CIV-0605
Plaintiff,	:	JUDGE JAMES W. JACKSON
vs.	:	
VIKING RESOURCES CORP., et al.,	:	
Defendants.	:	

CONSENT JUDGMENT

The Complaint in the above-captioned case having been filed herein, and the Plaintiff, State of Ohio by its Attorney General, Anthony J. Celebrezze, Jr. (hereinafter "Plaintiff") and the defendants, Viking Resources Corporation (hereinafter "Viking"), Robert Roush, Ronald Miller, James C. Eigel, Jack Hennig, and George Dickson, and Third Party Defendant, Mobile Air Drilling Co., having agreed to the entry of this Consent Judgment without trial of any issues of law or fact, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction over the subject matter of this case pursuant to Chapters 1509 and 6111 of the Ohio Revised Code. This Court has jurisdiction over the parties. Venue is proper in this Court. Defendants and Third Party Defendant

consent to the entry of this judgment and waive any objection they may have with respect to the sufficiency of the complaint [REDACTED] [REDACTED] for the purpose of settling the claims as alleged in the complaint.

2. The provisions of this Consent Judgment shall apply to and be binding upon the parties to this action, their past and present agents, officers, employees, assignees, and successors in interest.

3. Plaintiff alleges in its complaint that Viking constructed and operated the Hicks No. 4 oil and gas well and the Hicks leasehold estate, described in the oil and gas lease recorded in Volume 27, Page 1326, of the Lake County Records (hereinafter collectively called the "Hicks well"), in Perry Township, Lake County, Ohio so as to cause brine contamination of the groundwater near that well in violation of Chapters 1509 and 6111 of the Ohio Revised Code and rules promulgated thereunder, and to result in a common law public nuisance.

Further, Plaintiff has reason to believe that the following other wells or operations of Viking in Perry Township, Lake County, Ohio, have or may have caused similar problems of groundwater contamination:

<u>Well Name</u>	<u>Permit No.</u>
Sines & Sons No. 2	344
Dugan Brockway No. 1	412
Lake Co. Nursery Exchange No. 1	336

Viking denies that its activities in Lake County have caused any such problems or contamination.

4. The entry of this Consent Judgment constitutes a full settlement of Plaintiff's claims against the defendants as alleged in the complaint. Compliance with the terms of this Consent Judgment constitutes a full satisfaction and release of any liability of Viking, its past and present officers, employees, agents, successors and assigns, with respect to all causes of action alleged in Plaintiff's complaint and with respect to brine contamination caused by the activities and operations of Viking at the following oil and gas wells in Perry Township, Lake County, Ohio up to the date of the entry of this Consent Judgment:

<u>Well Name</u>	<u>Permit No.</u>
Hicks No. 4	370
Sines & Sons No. 2	344
Dugan Brockway No. 1	412
Lake Co. Nursery No. 1	336

5. Viking shall pay a civil penalty of Six Thousand and 00/100 Dollars (\$6,000.00) for the violations of Chapter 6111 of the Ohio Revised Code alleged in Plaintiff's complaint. Payment of the amount shall be made by certified check or money order payable to the Treasurer of the State of Ohio and shall be credited to the General Revenue Fund. Payment of this civil penalty shall be made within thirty (30) days of the entry of this Consent Judgment by delivery to counsel for Plaintiff.

6. Viking shall pay a civil penalty of Four Thousand and 00/100 Dollars (\$4,000.00) for the violations of Chapter 1509 of the Ohio Revised Code as alleged in Plaintiff's complaint. Payment of the amount shall be made by certified check or money order payable to the Treasurer of the State of Ohio and shall be cre-

dited to Fund 08, Rotary 643. Payment of this civil penalty shall be made within thirty (30) days of the entry of this Consent Judgment by delivery to counsel for Plaintiff.

7. The parties agree that all samples taken pursuant to this Consent Judgment shall be taken in accordance with U.S. EPA guidelines and analyzed by an OEPA certified laboratory. The parties further agree that the primary and secondary standards of the Safe Drinking Water Act referred to herein consist of the standards set forth in the Safe Drinking Water Act on the date of the entry of this Consent Judgment.

8. Within thirty (30) days of the entry of this Consent Judgment, Viking shall submit to the Ohio Environmental Protection Agency and the Lake County Engineer and any other necessary regulatory authorities, detailed engineering plans to connect the following five homes to the Lake County public water supply system:

Howard M. Frye and
Marilyn L. Frye
4977 Middle Ridge Road
Perry, Ohio 44081

Robert W. Johnson, Sr. and
Josephine M. Johnson
4965 Middle Ridge Road
Perry, Ohio 44081

Harold Lawrence and
Hester A. Lawrence
5009 Middle Ridge Road
Perry, Ohio 44081

Daniel R. McCormack and
Beverly McCormack
4995 Middle Ridge Road
Perry, Ohio 44081

Robert Rusnak and
Charlotte Rusnak

5021 Middle Ridge Road
Perry, Ohio 44081

The plan shall be designed and implemented in such manner that the Lake County Engineer shall be responsible for the maintenance of said water supply system. Viking shall secure written approval of the landowners before connecting their homes to the said water supply.

9. Within twelve (12) months of obtaining all required regulatory approvals, Viking shall extend the waterline to Middle Ridge Road and connect the above five homes to said water supply.

10. Within six (6) months of connecting the homes to said water supply, Viking shall restore the contour and plant grass seed and establish ground cover sufficient to prevent erosion and sedimentation on all land surfaces disturbed by the water line installation.

11. Viking shall engage Burgess and Niple, or another professional groundwater hydrogeologist approved by the Plaintiff, to conduct the following groundwater study of the area north of Middle Ridge Road to determine whether brine contamination exists, whether migration of brine poses a threat to other water supplies in the area such that a supply may no longer meet the primary and secondary standards of the Safe Drinking Water Act for chloride, total dissolved solids, and barium, whether brine contamination has entered the aquifer below the clay layer and when, if ever, natural processes will restore the contaminated aquifer to ambient water quality and within said primary and secondary drinking water standards. The study shall be initiated within one (1) month of the filing of this Consent Judgment and shall proceed with all due

diligence until its completion. The study shall be conducted as follows:

a) To evaluate possible contamination of the lower aquifer below the clay layer, an in-situ geochemical survey shall be conducted in the deeper McCormack water well for temperature and dissolved oxygen. Conductivity and pH shall be determined at the discharge line. The duration of said survey shall be a minimum of one hour. Prior to the in-situ survey, a water sample shall be collected from both of the McCormack wells. Additional water samples shall be collected from the deeper McCormack well after the in-situ geochemical survey. All water samples shall be analyzed for the following constituents:

Chloride (Cl)	Carbonate (Co ₂)	Total Dissolved Solids (TDS)
Calcium (Ca)	Bicarbonate (HCO ₃)	
Magnesium (Mg)	Sodium (Na)	
Potassium (K)	Sulfate (SO ₄)	

Results of the in-situ geochemical survey and the water samples from the McCormack wells shall be submitted to Plaintiff for review.

b) An electromagnetic conductivity survey (EM) shall be completed over the area north of Middle Ridge Road generally defined by extending lines from the northwest corner of the Mazurich property and the northeast corner of the Rorabaugh property 1650 feet to the north. The end points of the two lines shall be connected with the lines paralleling Middle Ridge Road. In the event that the landowners do not provide access to Viking, Plaintiff agrees to assist in obtaining permission from the landowners for access to their property for the purposes of this groundwater study and installation of any necessary monitoring wells. The EM

survey will be conducted using an EM-34 conductivity meter. EM readings shall be spaced 100 feet apart with a total of approximately 160 points. EM readings shall be made at depths of 7.5 and 15 meters at each point. Viking's consultant shall submit the raw data and conductivity contour maps derived from such data to the Plaintiff for review.

c) Based on the results of the EM survey, four sites will be selected for the installation of monitor wells which will be used to collect data regarding soil classification, static water levels and groundwater quality. The monitor wells shall be constructed within thirty days of the completion of the EM survey and in accordance with the construction standards set forth in Exhibit A attached hereto. Monitor well location and depth shall be approved by Plaintiff. If the in-situ tests described in Paragraph 11(a) indicate communication between the two (2) aquifers, at least one (1) monitor well shall be completed in the lower aquifer.

d) Two (2) sets of water samples shall be taken. The first set shall be taken upon the development of the monitor wells. Subsequent samples shall be taken at six month intervals. The samples shall be analyzed for the following parameters:

Chloride (Cl)	Carbonate (CO ₃)	Strontium (Sr)
Calcium (Ca)	Bicarbonate (HCO ₃)	Bromide (Br)
Magnesium (Mg)	Sodium (Na)	Total Dissolved Solids (TDS)
Potassium (K)	Sulfate (SO ₄)	pH

If the sample analyses show chloride levels of less than 250 mg/l in all four monitor wells, the study may be terminated and the monitor wells plugged in accordance with Section 3745-9-10 of the Ohio Administrative Code. Viking shall restore

the area disturbed in the siting, drilling, completion and plugging of the monitor wells by grading the land to its original contour, planting grass seed and establishing ground cover on the affected land surface sufficient to prevent erosion and sedimentation.

e) Results and interpretations of the field investigation shall be presented to Plaintiff within one (1) month of the completion of the study in a final written report. The report shall address the purposes of this study as set forth in Paragraph 11 of this Consent Judgment. If the water quality analyses show chloride levels greater than 250 mg/l and Viking is a direct and proximate cause thereof, the final report shall present specific recommendations concerning the need for further groundwater quality monitoring and remedial action. If Plaintiff finds that further groundwater monitoring or remedial action is necessary, Viking shall submit to Plaintiff for approval a plan to implement the needed monitoring or remedial action.

f) Within thirty (30) days of the filing of this Consent Judgment, Viking shall furnish to Plaintiff all raw data from prior groundwater studies performed in the vicinity of the Hicks No. 4 well and Middle Ridge Road. Such data shall include but shall not be limited to: resistivity and conductivity measurements, monitor well placement and construction records, static water level measurements, water quality analyses, soil analyses, and all base maps, dates and other information necessary for the interpretation of such data.

12. Viking shall engage Burgess and Niple, or another

professional groundwater hydrogeologist approved by Plaintiff, to conduct the following groundwater study in the vicinity of the Sines and Sons No. 2 well and Call Road to determine whether brine contamination exists, and whether migration of a brine plume poses a threat to other water supplies in the area such that a supply may no longer comply with the primary and secondary standards of the Safe Drinking Water Act for chloride, total dissolved solids or barium:

a) Water samples shall be taken from the water well in the backyard of the property identified as 3975 Call Road and the water well on the property identified as 3967 Call Road. The wells shall be sampled quarterly for two years and the water samples shall be analyzed for the following constituents:

Chloride (Cl)	Carbonate (CO ₃)	Strontium (Sr)
Calcium (Ca)	Bicarbonate (HCO ₃)	Bromide (Br)
Magnesium (Mg)	Sodium (Na)	Total Dissolved Solids (TDS)
Potassium (K)	Sulfate (SO ₄)	pH

Within ten days of receiving the analyses of said samples, Viking shall submit a copy of the same to Plaintiff.

In the event that the landowners do not permit access to Viking, Plaintiff agrees to assist in obtaining permission from the landowners to gather the required samples.

b) Within thirty (30) days of the entry of this Consent Judgment, Viking shall furnish to Plaintiff all raw data from prior groundwater studies performed in the vicinity of the Sines and Sons No. 2 well and Call Road. Such data shall include, but not be limited to: resistivity and conductivity measurements, monitor well placement and construction records, static water level measurements, water quality analyses, soil analyses and all

base maps, dates and other information necessary for the interpretation of such data.

Viking shall also provide Plaintiff with records documenting the removal of drilling pit cuttings to an OEPA approved landfill for disposal within thirty (30) days of the entry of this Consent Judgment.

c) Results and interpretations of the field investigation shall be presented to Plaintiff within one month of the completion of the study in a final written report. The report shall address the purposes of this study as set forth in Paragraph 12 of this Consent Judgment. If at anytime during the groundwater study on the Sines and Sons No. 2/Call Road site, chloride levels at either property exceed 250 mg/l and Viking's activities are a direct and proximate cause of the contamination, Viking shall replace the water supply of the affected residence. Further, Viking shall submit to Plaintiff for approval a plan to monitor groundwater quality to the north of the affected property and Viking shall implement such plan upon Plaintiff's approval.

13. Viking shall engage Burgess and Niple, or another professional groundwater hydrogeologist approved by Plaintiff, to conduct the following groundwater study in the area of the Lake County Nursery Exchange No. 1 oil and gas well (LCNE No. 1) to determine whether brine contamination exists north of the LCNE No. 1 and whether migration of a brine plume poses a threat to other water supplies in the area such that a supply may no longer comply with the primary and secondary standards of the Safe Drinking Water Act for chloride, total dissolved solids, and barium.

a) A single shallow monitor well shall be installed north of the tank battery at the LCNE No. 1 well and south of State Route 84. The monitor well shall be constructed in accordance with the construction standards set forth in Exhibit A attached hereto. The location and depth of the monitor well shall be approved by Plaintiff. In the event that the landowners do not permit access to Viking, Plaintiff agrees to assist in obtaining permission to install the monitor well from the landowner.

b) Upon completion of the monitor well, a water sample will be analyzed for the same parameters listed in Subparagraph 11 (d) of this Consent Judgment. Sampling will continue each quarter for one year. Within 10 days of receiving the analyses of water samples, Viking shall submit a copy of the same to Plaintiff. If the sample results show chloride levels of less than 250 mg/l, the study may be terminated and the monitor well plugged in accordance with Section 3745-9-10 of the Ohio Administrative Code. The area disturbed in the siting, drilling, completion and plugging of the monitor well shall be restored to its original contour.

c) Results and interpretations of the field investigation shall be presented to Plaintiff within one month of the completion of the study in a final report. The report shall address the purposes of this study as addressed in Paragraph 13 of this Consent Judgment. If at anytime during this study the water quality analyses show chloride levels greater than 250 mg/l, Viking shall submit a report identifying the cause of the contamination. If Viking's activities are a direct and proximate cause of the contamination, Viking shall present a plan to correct

it and, upon approval by Plaintiff, Viking shall implement such plan.

14. Viking shall present evidence to Plaintiff showing that brine contamination does not present a threat to water supplies in the vicinity of the Dugan Brockway No. 1 well such that a supply may no longer comply with the primary and secondary standards of the Safe Drinking Water Act for choride, total dissolved solids, and barium:

a) Within thirty days of the entry of this Consent Judgment, Viking shall furnish to Plaintiff all raw data from prior groundwater studies performed in the vicinity of the Dugan Brockway No. 1 well. Such data will include, but is not limited to: resistivity and conductivity measurements, monitor well placement and construction records, static water level measurements, water quality analyses, soil analyses, and all base maps, dates and other information necessary for the interpretation of such data.

b) Within thirty days of the entry of this Consent Judgment, Viking shall provide Plaintiff with records documenting the removal of drilling pit cuttings from the Dugan Brockway No. 1 well site to an OEPA approved landfill for disposal. Drilling and completion records for the new water well drilled on the property shall also be provided.

c) Water samples shall be taken from the water well located at the property known as 3313 Call Road and shall be analyzed for the following constituents:

Chloride (Cl)	Carbonate (CO ₃)	Strontium (Sr)
Calcium (Ca)	Bicarbonate (HCO ₃)	Bromide (Br)
Magnesium (Mg)	Sodium (Na)	Total Dissolved Solids (TDS)
Potassium (K)	Sulfate (SO ₄)	pH

Within ten (10) days of receiving the report of said analysis, Viking shall submit a copy of same to Plaintiff. In the event that the landowners do not permit access to Viking, Plaintiff agrees to assist in obtaining permission from the landowners to gather the required samples and otherwise perform herein.

Viking shall engage Burgess and Niple, or another professional groundwater hydrogeologist approved by Plaintiff, to review the evidence submitted and gather any other evidence necessary to determine whether brine contamination exists and whether migration of a brine plume poses a threat to other water supplies in the area such that a supply may no longer comply with the primary and secondary standards of the Safe Drinking Water Act for chloride, total dissolved solids, and barium. Within thirty days of the completion of this review, Viking shall submit to Plaintiff a written report evaluating the evidence and presenting specific recommendations concerning the need for further groundwater quality monitoring and remedial action. If Plaintiff finds that further groundwater monitoring or remedial action is necessary, and Viking's activities are a direct and proximate cause of the brine contamination to be addressed, Viking shall submit to Plaintiff for approval, a plan to implement the needed monitoring or remedial action.

15. In the event that a difference of opinion arises between Viking and the State of Ohio regarding the interpretation of the terms of this Consent Judgment, the interpretation of the data collected pursuant to the groundwater studies outlined herein, or any other issue relative to implementing this Consent Judgment, the parties agree to resolve the difference of opinion in the following manner:

a) If Plaintiff disapproves of any submittal made by Viking pursuant to this Consent Agreement, Plaintiff agrees to specify, in writing, the reasons for such disapproval. If Plaintiff asserts that additional investigation or other work is required, it agrees to provide Viking with a description of the nature of and reasons for the further investigation and a proposed schedule for completion of the additional work. Unless Viking advises Plaintiff of Viking's disagreement, thereby invoking the dispute resolution provisions below, Viking shall undertake such additional activities, and/or shall submit a revised report within the time specified by Plaintiff.

b) The Plaintiff and Viking agree, wherever possible, to operate by consensus. In the event of disapproval of any submittal or report or disagreement relative to implementation of this Consent Judgment, the Plaintiff and Viking, through legal counsel, shall negotiate in good faith for five (5) business days, or for such longer period as both parties agree in writing, to resolve the differences.

c) If Plaintiff and Viking are unable to resolve the dispute through said negotiations, they shall reduce their respec-

tive positions to written form within ten (10) business days of the end of said negotiations. Those written positions shall be immediately exchanged by the parties.

If the Plaintiff concurs with the position of Viking, it shall so notify Viking in writing and the parties will jointly move to modify the Consent Judgment to include necessary extensions of time, variances or changes in the required work based upon, and not inconsistent with this Consent Judgment.

If Plaintiff does not concur with Viking's position, it shall so notify Viking in writing. The action of Plaintiff is final and shall be implemented unless, within ten (10) business days of receiving Plaintiff's written notification, Viking files a motion requesting that the Court review Plaintiff's action. The parties agree to cooperate to encourage the Court to hold an expedited hearing on the motion. The Court shall affirm the terms and conditions of Plaintiff's action unless Viking establishes, by a preponderance of the evidence, that said action is unreasonable.

16. This Court retains jurisdiction of this action for the purpose of making any order or decree it may deem necessary to carry out this Consent Judgment.

17. All reports and plans submitted to Plaintiff pursuant to this Consent Judgment shall be sent to Scott Kell, Deputy Chief, Ohio Department of Natural Resources, Division of Oil and Gas, Building A, Fountain Square, Columbus, Ohio 43224, and to Eileen Mohr, OEPA, Northeast District Office, 2110 E. Aurora Road, Twinsburg, Ohio 44087-1969 or such other persons or addresses as may be specified in writing by Plaintiff.

18. Upon filing of this Consent Judgment, Defendants Robert Roush, James Eigel, Ronald Miller, Jack Hennig and George Dickson will be released and dismissed without prejudice. Upon compliance with the terms of this Consent Judgment, Defendants Robert Roush, James Eigel, Ronald Miller, Jack Hennig and George Dickson will be dismissed with prejudice.

19. Viking and Mobile Air Drilling Co. shall each pay one-half of the costs of this action at such time that this case, and all claims are resolved.

IT IS SO ORDERED.

JUDGE JAMES W. JACKSON

APPROVED BY:

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FILED

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APPROVED BY: JAMES W. JACKSON

Counsel for Defendants,
Viking Resources Corporation,
Robert Roush, Ronald Miller and
James C. Eigel

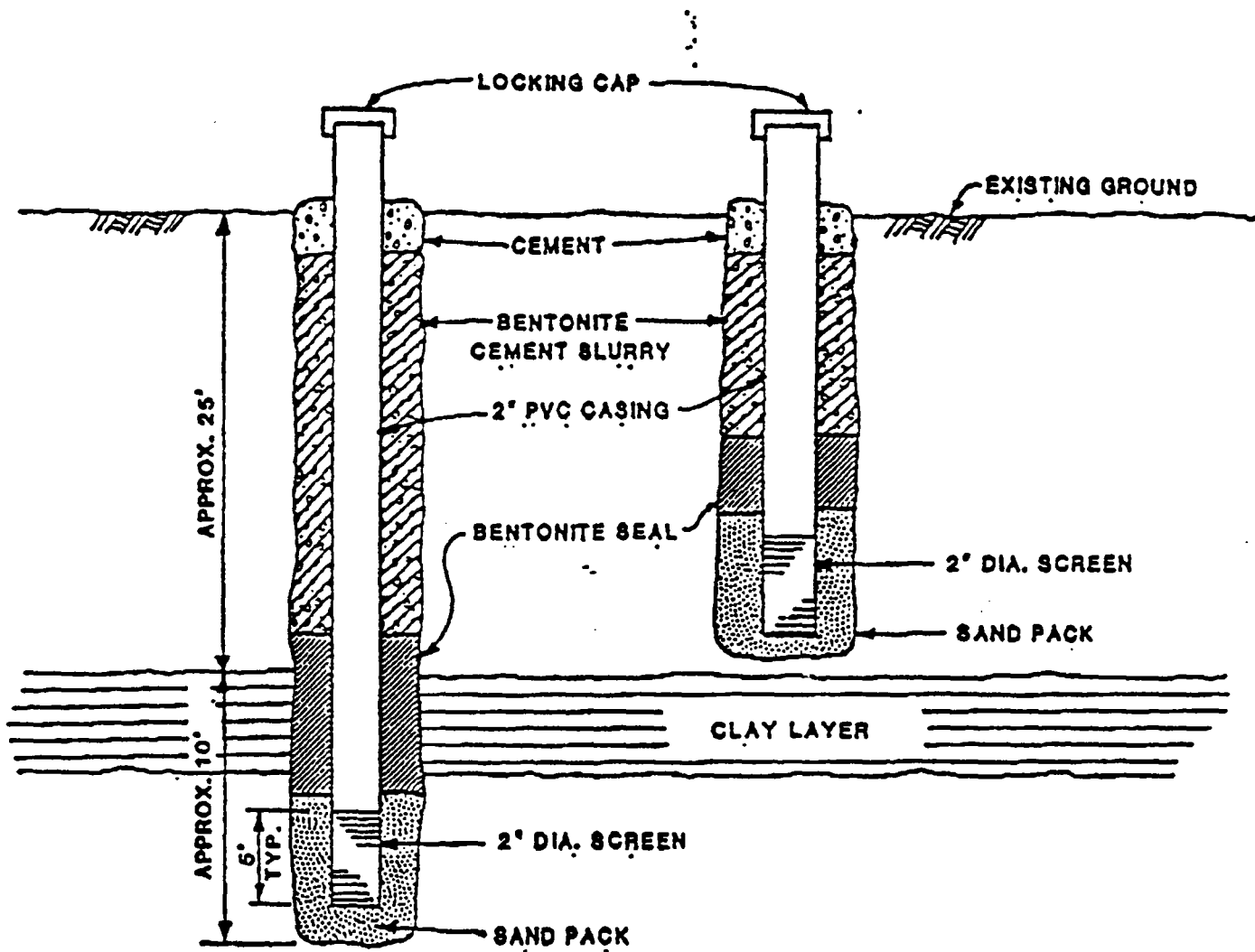


EXHIBIT
A

PENGAD - BOSTON, N.J.