

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$723,331.72

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0057-A006-F04.007 Unemployment	\$1,356.16
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$2,881.84
E-0051-A001-A51.000 Oil & Gas	E-0257-A015-A15.074 Transfers Out	\$925,953.99
E-0056-A006-E04.011 Contract Services	E-0056-A006-E12.007 Unemployment	\$0.40

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S62.000 Printing	E-8010-S030-S57.000 Travel/St. Devel.	\$200.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers between funds as follows:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers	\$2,881.84
E-0257-A015-A15.074 Transfers Out	R-9212-O030-O08.574 Transfers In	\$872,339.41
E-0257-A015-A15.074 Transfers Out	R-9253-O053-O10.574 Transfers In	\$53,614.58

L01 SOIL CONSERVATION AND THE L05 WATERSHED COORDINATOR/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L01.002 Salaries	R-1815-L005-L05.574 Transfers In	\$19,564.00

P05 WWS #3 REVENUE FUND AND THE O50 NOTE RET-2014 WATER SYSTEM IMP/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$67,013.33

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 13, 2019:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0131-A006-A17.012	Cruisers	\$232.16
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Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following meeting dates:

****FEBRUARY 13, 2019****

A00 GENERAL FUND

E-0181-A003-A06.011	Contract Services	\$9,000.00
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****MARCH 13, 2019****

B00 DOG & KENNEL FUND

E-1600-B000-B18.007	Unemployment	\$2,881.84
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L09.000	Travel and Expenses	\$1,833.33
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L05 WATERSHED COORDINATOR/BSWCD

E-1815-L005-L01.002	Salary	\$15,814.00
E-1815-L005-L11.003	PERS	\$2,000.00
E-1815-L005-L13.005	Medicare	\$200.00
E-1815-L005-L15.006	Hospitalization	\$2,550.00

M78 TITLE IV-E REIMBURS/JUVENILE COURT

E-0400-M078-M05.000	Other Expenses	\$21,356.35
E-0400-M078-M07.074	Transfers Out	\$2,076.60

O50 NOTE RET-2014 WATER SYSTEM IMP/BCSSD

E-9250-O050-O02.051 Interest Payment \$67,013.33

OAKVIEW JUVENILE RESIDENTIAL/VARIOUS FUNDS

E-8010-S030-S72.000 Capital Repairs \$25,686.00

E-8011-S031-S02.000 Food (NSLA/Meal Tickets) \$1,587.50

E-8012-S032-S00.000 Activity Fund \$29.60

S54 COMMON PLEAS/GEN SPC/MEDIATION SERVICES

E-1544-S054-S02.003 PERS \$4,143.00

SHERIFF/VARIOUS

E-0131-A006-A09.000 Medical \$417.21

E-0131-A006-A17.010 Cruisers \$776.63

E-0131-A006-A23.000 Background \$345.00

E-0131-A006-A24.000 E-SORN \$320.00

E-5100-S000-S01.010 Commissary \$14,632.71

E-5101-S001-S06.000 CCW License \$1,816.00

E-5101-S001-S07.012 CCW Equipment \$2,185.00

E-9710-U010-U06.000 Reserve \$48,890.08

Upon roll call the vote was as follows:

Mr. Dutton Yes
 Mr. Meyer Yes
 Mr. Echemann Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR THE

WAIVED HOSPITALIZATION CHARGEBACKS FOR

THE MONTHS OF JANUARY, FEBRUARY & MARCH 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for Waived Hospitalization for the months of January, February & March 2019.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	9,166.66
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	83.36
E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	249.99
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	249.99
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	149.97
E-2230-F082-F01.002	PREP	R-9891-Y091-Y03.500	183.35
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	500.00
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,183.36
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	149.97
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,250.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	1,000.00
E-0400-M078-M02.008	JUVENILE (Title-IVE)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternate)	R-9890-Y091-Y03.500	
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	500.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,666.66
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	500.00

March 13, 2019

E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,750.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	500.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		24,333.31

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **B00 DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$2,881.84** transferred from the General Fund into R-1611-B000-B11.574 on 03/13/19.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated March 13, 2019, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows: **DJFS**-Michael Schlanz to Cadiz, OH, on March 15, 2019, to attend the Workforce COG meeting. A county car will be used for travel. Estimated expenses: \$15.00. Michael Schlanz to Cambridge, OH, on March 18, 2019, to attend the APEG meeting. A county vehicle will be used for travel. Estimated expenses: \$15.00. Karie Hunkler to Columbus, OH, on April 14-16, 2019, to attend the CSEA Spring Conference. Estimated expenses: \$507.60.

SENIORS-Mindi Baker to Sugarcreek, OH, on April 11, 2019, for a senior outing to Amish Country. Kay Driscoll to Berlin, OH, on April 24, 2019, for a senior outing to Amish Country. Susan Neavin to Wheeling, WV, on April 30, 2019, for a senior outing to Wheeling Downs. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF AMENDING MOTION OF NOVEMBER 20, 2018, FOR THE CORRECTED AMOUNT OF \$180,344.00/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Echemann to amend the motion of November 20, 2018, to award the bid to the low bidder, Thomas Garage, Inc., for four (4) new Hotshot vehicles with meal delivery package for Senior Services of Belmont County, for the corrected amount of \$180,344.00.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF
\$184,000 FROM XTO ENERGY, INC., PURSUANT TO TERMS
OF COMPLIANCE AGREEMENT/EMA**

Motion made by Mr. Meyer, seconded by Mr. Echemann to acknowledge receipt of \$184,000 from XTO Energy, Inc., to the Belmont County EMA, pursuant to the terms of compliance agreement entered into between XTO and the Division of Oil and Gas Resources Management in the Department of Natural Resources in settlement for the incident at the Schnegg B Well Pad that began on February 15, 2018.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING PROPOSAL AND AGREEMENT
BETWEEN CTL ENGINEERING, INC. AND BELMONT COUNTY COMMISSIONERS
FOR BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the proposal and sign the agreement between CTL Engineering, Inc., and Belmont County Commissioners for the Belmont County Water and Sewer District for engineering and surveying services for the Landslide Exploration and Survey County Road 3 project for the total estimated fee of \$16,442.00, based upon the recommendation of Kelly Porter, Director.

CTL Engineering of West Virginia, Inc.
1091 Chaplin Road, Morgantown, West Virginia 26501
Phone: 304/292-1135 * Fax: 304/296-9302
e-mail: ctlwv@ctleng.com

AN EMPLOYEE OWNED COMPANY



Consulting Engineers • Testing • Inspection Services • Analytical Laboratories

Established 1927

February 19, 2019

Belmont County Water & Sewer District
67711 Oak View Drive
St Clairsville, Ohio 43950

Attention: Mr. Kelly Porter

Reference: Proposal for Landslide Exploration and Survey
County Road 3
Belmont County, Ohio
CTL Proposal No. 19050014MORPPL
CTL Project No. 19050009MOR

Dear Mr. Porter:

CTL Engineering of West Virginia, Inc. (CTL) is pleased to submit this proposal to perform engineering and surveying services for the above reference project.

SCOPE OF WORK

Landslide Exploration

Field Testing

The scope of work involves performing two (2) test borings at the site. The soils/weathered rock will augered and sampled until coreable bedrock is encountered. Then 10 feet of rock coring will be performed in each boring.

It is assumed that the client will assist our drill rig to the site in the event that it has difficulty crossing the terrain. The cost of a bulldozer and operator, if needed, is not included in our fee.

Split spoon samples will be obtained continuously in the upper 15 feet and at 2.5-foot intervals below a depth of 15 feet. The borings will be extended to coreable bedrock and 10 feet of rock coring will be performed in each boring. For the purpose of this cost estimate, it is assumed that the coreable bedrock will be encountered at an average depth of 30 feet.

Laboratory Testing

The soil samples will be visually described in the field and laboratory and subjected to natural moisture content testing.

Representative samples of the recovered bedrock will be subjected to compressive strength testing. It is planned to perform one (1) compressive strength test per boring.

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Reporting/Deliverables

CTL will prepare Landslide Exploration report for the site. The report will contain our findings, slope stability and alternatives for repair of the slope or support of the water line.

The cost of the design of the repair is not included in this estimated fee. See Additional Work below for more details.

Surveying & Drafting

CTL will provide the necessary Surveying Services to create an existing conditions map from the field survey that CTL will perform. The survey data will be used to create an existing conditions map that will be used to evaluate the slope stability and to determine repair alternatives.

ESTIMATED COST

Landslide Exploration

Geotechnical Field Testing

Description	Quantity	Unit Cost	Total Cost
Mobilization/Demobilization	1 each	\$1,000.00	\$ 1,000.00
Drilling & Rock Coring	2 days	2,400.00	4,800.00
Per Diem (3 person crew)	1 nights	450.00	450.00
Drilling Coordination	2 hours	130.00	260.00
Shelby Tube	1 each	125.00	125.00
Senior Geotechnical Engineer for 2 Site Visits	11 hours	165.00	1,815.00
Mileage	600 miles	0.65	390.00
Dozer or Ground Restoration, if required	---	Cost + 15%	---
Subtotal Geotechnical Field Testing			\$8,840.00

Laboratory Testing

Description	Quantity	Unit Cost	Total Cost
Split Spoon soil samples tested for moisture content, density and unconfined compression	36	\$16.00	\$ 352.00
Direct Shear	1	290.00	290.00
Compressive Strength of Rock	2	175.00	350.00
Subtotal Laboratory Testing			\$992.00



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Engineering & Reporting

Description	Hours	Unit Cost	Total Cost
Engineer	18	\$130.00	\$2,340.00
Administrative	4	50.00	200.00
CAD Draftsman	4	95.00	380.00
Senior Geotechnical Engineer	8	165.00	1,320.00
Subtotal Engineering & Reporting			\$4,240.00

Surveying and Drafting

Description	Quantity	Unit Cost	Units	Total Cost
Survey Crew, 1-Person	10	\$110.00	Hour	\$1,100.00
Equipment Charge - Drone	1	125.00	Day	125.00
CAD Draftsman	10	95.00	Hour	950.00
Mileage	300	0.65	Mile	195.00
Subtotal - Surveying & Drafting				\$2,370.00

Total Estimated Fee = \$16,442.00

Additional Work

Once the repair alternative is selected by the owner, then CTL can provide a separate cost estimate for the design of the repair system and construction documents, if necessary.

CLOSING

Based on the amount of work anticipated, it is estimated that our fee for these professional services will be as stated above. If the total cost should exceed the estimated fee, we will contact you to obtain approval prior to performing the additional work. To authorize this work, please sign the enclosed agreement and return it to our office.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need further information, please contact us.

Respectfully submitted

CTL Engineering of West Virginia, Inc.



Joe Grani
Branch Manager



AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc., ("CTL"), and Belmont County Commissioners for Belmont County Water and Sewer District 67711 Oak View Drive Saint Clairsville, OH 43950 ("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The PROJECT is described as follows:

Project Name County Road 3 Landslide Exploration and Survey
Proposal No. 19050014MORPPL

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree to the attached terms and conditions.

If to CTL,
CTL Engineering, Inc.
Attn: Mr. C. K. Satyapriya
2860 Fisher Rd.
Columbus, Ohio 43204

If to CLIENT,
Belmont County Commissioners for Belmont County Water and Sewer District
Attn: Kelly Porter
67711 Oak View Drive
Saint Clairsville, OH 43950

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.

Belmont County Commissioners for Belmont County Water and Sewer District (CLIENT)

Signature

Print Name & Title

Date

Signature
Josh Meyer / Commissioner

Print Name & Title
3/13/19

Date

Signature
J.P. Dutton / Commissioner

Print Name & Title
3/13/19

Date

Signature
Jerry Echemann / Commissioner

Print Name & Title
3-13-19

Date

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Meyer Yes
Mr. Echemann Yes
Mr. Dutton Yes

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources – Utica, LLC, effective March 13, 2019, in the amount of \$5,750 per net leasehold acre for 0.101600 acres located in Pease Township, for a five-year term, 20% royalty. Total Payment Amount: \$584.00.

PAID-UP OIL & GAS LEASE

Lease No. _____

This Lease made this 13th day of March, 2019, by and between: **The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

March 13, 2019

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Township of **Warren**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 8; Range: 6; Sections: 23 (SE ¼) & 17 (SW ¼); Tax Parcel No.: Unknown (Bahmer Road and Hennebert Road, Cabinet F, Slide 94), Containing 6.475 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Jefferis Real Estate LLC**

On the East by lands of: **Belmont County Port Authority**

On the South by lands of: **Belmont County Port Authority**

On the West by lands of: **Jefferis Real Estate LLC**

and described for the purposes of this agreement as containing a total of 6.475 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Larry E. Merry, authorized representative of The Belmont County Port Authority, by virtue of deed dated February 10, 2015, and recorded in said County and State in Cabinet F, Slide 94. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. **March 13, 2019** (effective date) to 11:59 P.M. **March 12, 2024** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5)** years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this

provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) **PAYMENT REDUCTIONS:** If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for

gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term,

Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

The Belmont County Board of Commissioners

Josh Meyer /s/

By: Josh Meyer, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

J. P. Dutton /s/

By: J.P. Dutton, Commissioner

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated March 13, 2019, by and between **The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, as Lessor(s), and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, as Lessee ("Lease"), to wit:

In the event of a conflict between the terms of this Exhibit "A" and the terms of the printed form to which it is attached, the terms of this Exhibit "A" shall control.

1. **Leasehold Identification** This Lease only covers the specific parcels described and identified in the Lease and does not include any adjacent or contiguous parcels, in which Lessor has or may claim an ownership interest. Any acreage discrepancies may be resolved by survey. If a survey or an examination of real property records should reveal the existence of additional acreage within the parcels identified in the Lease, the Lease will include such acreage and Lessee shall pay Lessor a bonus payment thereon.
2. **Title Curative** Lessor agrees, at no cost to Lessor, to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to

governmental authorization.

3. **Hazardous Materials** Lessee shall not use, dispose of or release on the Leasehold or permit to exist or to be used, disposed of or released on the Leasehold as a result of its operations any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use on the Leasehold) which are defined as "hazardous materials," "toxic substances" or "solid wastes" in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released on the Leasehold, Lessee shall notify Lessor immediately after notifying the applicable governmental body of such event. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to penalties.
4. **Water & Waste** Lessee shall not use surface or subsurface water from the Leased Premises. Lessee shall not dispose of any waste materials or waste water on or below the surface of the Leased Premises or any lands unitized therewith. Lessee shall take prompt action as may be reasonably required to remedy any contamination, pollution, or loss of water arising out of Lessee's operations, including any contamination of Lessor's spring and/or well water. In addition to any other remedies or damages, to which it may be entitled, Lessor may recover the cost of extending a water service line, including any tap or connection fee, from Lessor's residence to the public utility water main presently serving or later extended to serve the area where the Leased Premises is located.
5. **No Surface Rights** Lessor does not grant and Lessee does not acquire any surface rights. Lessee shall not conduct any Surface Operations on, or use the surface of, the Leased Premises except where and as agreed to in a separate, written agreement signed by the parties. Surface Operations shall include by way of example and not of limitation any use of the Leased Premises for a well site, staging area, surface or subsurface waterlines, surface or subsurface pipelines, roads, water impoundments, telephone, electric power lines, structures, machinery, gates, meters, regulators, tools, appliances, materials and other equipment, or as a site for equipment, tanks, tank batteries, separators, compressors, dehydrators, gas treatment facilities, processing facilities, or other facilities.
6. **No Warranty** This Lease is made without covenant or warranty of title of any kind whatsoever, express or implied. Lessee accepts all rights and interests granted herein "AS IS" without warranty of any kind, subject to all title exceptions and any third-party rights, interests, and claims, of which the Lessee has actual or record notice. All warranties, express and implied, including all warranties of title and quiet enjoyment, are disclaimed. With respect to payments made, Lessee shall have no recourse against the Lessor in the event of any failure of, or defect in, title, nor shall any of the upfront, bonus consideration or any paid royalties be refunded to Lessee. All payments are made at Lessee's risk. Lessee shall have no right to recoup overpayments or offset overpayments against future payments. Lessee shall have no right to reduce payments to Lessor due to a claim or cloud on title unless and until the claim has been determined by final decree of a court of competent jurisdiction or final settlement.
7. **No Storage Rights or Disposal Wells** Lessee and Lessor covenant and agree as follows: Lessee shall not use the leased premises (i) for the storage of natural gas, (ii) for carbon sequestration purposes, or (iii) for the disposal of waste material. The Lessor does not grant and Lessee does not acquire any rights to include any part of the leased premises in any underground gas storage reservoirs, and Lessee shall have no rights to intentionally inject gas, whether the source is from the leased premises or other lands, into any strata or formation underlying the leased premises as storage for future extraction, use, or sale. Lessor does not grant and Lessee does not acquire any right to (i) drill a disposal well of any kind or (ii) use any portion Leased Premises for the disposal of any type of foreign matter or material or any drainage, saltwater, brine, or waste, including without limitation any industrial, municipal, hazardous, or radioactive waste.
8. **Compliance** Lessee's operations on said land shall comply with all applicable federal and state regulations.
9. **Insurance** Lessee shall take out and maintain throughout the term of this Lease insurance of the following type and amounts:
 - (A) Workers Compensations Insurance in the form prescribed by laws of the state of Ohio for all Lessees' employees, or other labor employed by the Lessee.
 - (B) General Liability Insurance (Bodily Injury and Property Damage) having minimum limits of \$1,000,000 per occurrence/\$10,000 annual aggregate for bodily injury and property damage. Such insurance shall include products/completed operations and personal injury for all work performed on the Leased Premises. An additional liability umbrella policy shall be required for additional \$5,000,000 in coverage.
 - (C) Automobile Vehicle Liability Coverage covering all owned, non-owned, hired and rented automotive equipment used in the performance of work on Leasehold. It shall be an amount not less than \$1,000,000 on a combined single limit basis for bodily injury and property damage liability.Upon written request by Lessor, Lessee shall provide Lessor with a certificate of insurance evidencing the insurance described above.
10. **Indemnity** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee. Furthermore, notwithstanding anything to the contrary, Lessee shall not be obligated to indemnify Lessor to the extent any claims are the result of Lessor's negligence or intentional misconduct.
11. **Shut-In Clause** If after expiration of the Primary Term, production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the leased premises or lands pooled/unitized therewith, Lessee shall thereafter, as royalty for constructive production, pay an annual Shut-In Royalty in the amount of Twenty-Five Dollars (\$25) per net mineral acre until such time as production is reestablished (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During any shut-in period, Lessee shall have the right to rework, stimulate, or deepen a well on leased premises or to drill a new well on the leased premises in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the leased premises is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of royalty or Shut-in Royalty; however this lease may be released if such well remains Shut-In for a period of more than thirty-six (36) consecutive months or a cumulative total of sixty (60) months. If said Shut-In limitations are not reached within ten (10) years from the expiration of the primary term, then said limitations are to reset, in which another ten (10) year period would begin, in which said limitations would apply for that period.
12. **Prudent Operator** Lessee will conduct all operations as a prudent operator; and will attempt to secure a market for production from a well.
13. **Horizontal Pugh Clause** In the event any pool of leases or unit is created by the Lessee, or its successors or assigns, which includes all or a part of the Leasehold, this Lease shall expire upon the expiration of the primary term of this Lease or any extension thereof, insofar, but only insofar, as to any lands comprising the Leasehold that are not included in one or more of such pools or units. Specifically, this Lease shall automatically terminate after the expiration of the primary term or extension thereof insofar as to all acres in the Leasehold not then contained within a pooled unit unless otherwise maintained by the provisions of this Lease. Upon request be Lessor, Lessee shall execute a release of this Lease as to such acreage released under this horizontal Pugh clause.
14. **Vertical Pugh Clause** Despite anything to the contrary set forth in this Lease, at the end of the primary term of this Lease, or any extension or continuation thereof, this Lease shall terminate as to the lands covered by this Lease, insofar, but only insofar, as to all strata, depths, and horizons which are below 200 feet below the stratigraphic equivalent of the base of the deepest formation from which production of oil or gas (including other hydrocarbon substances and related gases) in paying quantities is then being maintained (or in the case of a shut-in well, can be maintained pursuant to the terms and provisions of this Lease) from a well drilled on, under or through the lands covered by this Lease or any lands pooled or unitized therewith.
15. The Lease term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

March 13, 2019

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE EASEMENT AND RIGHT OF WAY BY AND BETWEEN THE BOARD OF BELMONT COUNTY OHIO COMMISSIONERS AND AEP TRANSMISSION COMPANY, INC.

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Grant of Easement by and between the Board of Belmont County Ohio Commissioners and AEP Ohio Transmission Company, Inc., in the amount of \$1.00 to add a single ADSS fiber cable to the distribution line at parcel number 32-60014.00 located in Richland Township, Sec. 28, T-4, R-7.

Easement & Right of Way

Board of Belmont county Ohio Commissioners, (“Grantor”), in consideration of \$1.00, the easement terms, and other good and other valuable consideration received from **AEP Ohio Transmission Company, Inc.**, 1 Riverside Plaza, Columbus, OH 43215 (“Grantee”), the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, its successor, assigns, lessees, licensees and tenants, a right of way and easement, “Easement” for communication purposes under, in, on, through and across the following described lands situated in the State of Ohio, County of Belmont and Township of Richland. Located in the Southeast Quarter of Section 28, Township 4, Range 7. Being part of a 5.92-acre tract of land as described in Official Records Book N, page 177 dated December 7, 1829 of the Belmont County Recorder’s Office (Parcel #32-60014.000):

The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement’s use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conduits, enclosures, manholes, and associated equipment, adding thereto from time to time; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee’s option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee’s reasonable judgment endanger or Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee’s written consent, allow any construction that would be inconsistent with the Grantee’s design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee’s choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee’s use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the 13th day of March, 2019.

Grantor

Board of Belmont County Ohio Commissioners

By: Josh Meyer /s/

Josh Meyer, President of the Board

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATION

Motion made by Commissioner Meyer, seconded by Commissioner Echemann to adopt the following:

RESOLUTION

WHEREAS, the Tax Incentive Review Council Board met on the 5th of March, 2019, in the Commissioners’ meeting room to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio and;

WHEREAS, the Tax Incentive Review Council Board at this annual meeting determined that the current abatement in Belmont County is in full compliance of all covenants issued to it, and;

WHEREAS, the Council’s recommendation to the Board of County Commissioners is that the following entity be approved for a continuation of the abatement for the tax year 2019:

Muxie Distributing Company

NOW THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners, that the Board does hereby approve the recommendation of the Tax Incentive Review Council Board as hereto referenced.

Upon roll call the vote was as follows:

Mr. Meyer	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 6, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:32 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, and Attorneys Mike Hickey and Dan Hall (via phone), pursuant to ORC 121.22(G)(3) Court Action Exception to discuss imminent court action.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:51 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:51 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TO BE TAKEN AT THIS TIME

RECESS UNTIL 12:00 P.M. ROAD VIEW

Reconvened, at 12:28 p.m. Present: Commissioners Meyer, Echemann and Dutton and Jayne Long, Clerk.

**IN THE MATTER OF THE VACATION OF
A PORTION OF AN UNNAMED ALLEY
COLERAIN TWP. SEC. 31, T-7, R-3/RD IMP 1173**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 13th day of March, 2019, at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Echemann
Mr. Dutton

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, On the 13th day of March, 2019, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **20th** day of **March, 2019** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Echemann seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

Adopted March 13, 2019

Jayne Long /s/
 Clerk, Board of County Commissioners
Belmont County, Ohio

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
 2. Strike out the clause from "and feet," if a road is not to be located or established

March 13, 2019

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:28 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:28 p.m.
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

Read, approved and signed this 20th day of March, 2019.

Josh Meyer /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Jerry Echemann /s/_____

We, Josh Meyer and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Josh Meyer /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK