

St. Clairsville, Ohio

December 11, 2014

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, 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 ALLOWANCE OF BILLS**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Phone services-Public Defender/General Fund	161.33
A-Centennial Products	Body bags-Coroner/General Fund	895.38
A-McGhee Office Plus	Supplies-Clerk of Courts/General Fund	70.97
A-OACDL	Criminal Law Seminar-David Trouten-Public Defender/General Fund	190.00
A-Staples	Supplies-Public Defender/General Fund	11.28
A-Veterans Service Commission	Salaries/General Fund	4,690.00
S-Crossroads Counseling	Treatment/Smart Ohio Pilot Grant	6,213.11
W-Belmont Co. Clerk of Courts	Adv. For delinquent taxes/DRETAC Treasurer's Office Fund	1,573.56
Y-Belmont Co. Recorder	December tax lien sale/Tax certificate Admn Fund	2,100.00
Y-Village of Yorkville	County License Tax/Municipal Auto License Fund	16,750.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for December 11, 2014 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$134,699.71
A-GENERAL/ADULT PROBATION	\$561.77
A-GENERAL/AUDITOR	\$1,058.56
A-GENERAL/CHEST CLINIC	\$815.99
A-GENERAL/COMMON PLEAS COURT	\$794.22
A-GENERAL/EMA	\$4,443.93
A-GENERAL/MAGISTRATE	\$483.31
A-GENERAL/PROBATE COURT	\$131.63
A-GENERAL/PUBLIC DEFENDER	\$2,330.00
A-GENERAL/RECORDER	\$8,423.99
A-GENERAL/SHERIFF	\$27,906.09
A-GENERAL/TREASURER	\$10,609.59
A-GENERAL/911	\$3,907.15
B-Dog & Kennel Fund	\$2,729.45
C-Indigent Guardianship Fund	\$300.00
E-911	\$6,116.00
H-Job & Family, CSEA	\$20,528.32
H-Job & Family, Public Assistance	\$313.26; \$19,593.01; \$15,318.17; \$139.60
H-Job & Family, WIA	\$55,105.64; \$55.60; \$40,000.00
K-Engineer MVGT	\$24,624.03
M-Juvenile Ct. – Placement Services	\$550.00
M-Juvenile Ct. – Placement II	\$199.88
M-Juvenile Ct. –Title IV-E Reimb.	\$1,276.00
M-Juvenile Ct. Alternative School	\$6,000.00
N-Capital Projects-Facilities	\$45,577.00
N-2014 Water Sys. Improvement Note	\$3,871.83
O-Mt. Victory-Bond Retirement	\$5,137.26
O-Neffs Bond Retirement	\$13,451.31
P-Sanitary Sewer District	\$8,194.45; \$84,811.84; \$16,985.03; \$47,924.92; \$458.07; \$554.56
S-Certificate of Title Adm Fund	\$116.90
S-District Detention Home	\$4,703.81; \$750.00
S-Eastern Ct. General Special Projects	\$2,221.34
S-Eastern Div. Court Computer Fund	\$2,695.84
S-Job & Family, Children Services	\$2,500.00; \$22,115.90; \$14,600.00; \$74,204.07; \$427.20; \$1,409.44
S-Juvenile Ct. Computer Fund	\$224.08
S-Juvenile Ct. Special Projects	\$140.32
S-Northern Ct. General Special Projects	\$325.00; \$4,788.07
S-Oakview Juvenile Residential Center	\$52.85; \$972.87; \$2,647.50
S-Port Authority	\$2,652.38
S-Senior Services	\$34,929.14; \$39,059.00
S-Sheriff Commissary	\$7,513.66; \$3,740.00
T-CDBG Escrow Account	\$36,706.00
T-WSGDF	\$652.23
U-Sheriff Reserve Account	\$576.54
W-CEBCO Wellness Grant	\$3.99
W-Law Library	\$11,390.34

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0213-A001-H01.000 Examinations	\$ 1,981.00
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A04.002 Salaries-Road	\$ 64,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A13.003 PERS/SPRS	\$ 19,350.00
E-0081-A002-D02.002 Salaries-Employees	E-0081-A002-D10.003 PERS	\$ 2,000.00
E-0121-A006-B02.002 Recorder/Salaries-Emp	E-0051-A001-A02.002 Comms/Salaries-Emp	\$ 1,200.00
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B03.010 Supplies	\$205,000.00
E-0121-A006-B06.011 Contract-Services	E-0121-A006-B09.003 PERS	\$ 7,000.00
E-0131-A006-A02.002 Salaries Admin	E-0131-A006-A03.002 Salaries/Jail	\$ 59,000.00

**L05 WATERSHED COORDINATOR GRANT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1815-L005-L11.003 PERS	E-1815-L005-L01.002 Salaries	\$3,000.00
E-1815-L005-L13.005 Medicare	E-1815-L005-L01.002 Salaries	\$2,000.00

**S86 NORTHERN COURT-GENERAL SPECIAL PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S03.006 Hospitalization	\$ 5.45

**S87 EASTERN COURT-GENERAL SPECIAL PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S03.006 Hospitalization	\$1,703.51

**S88 WESTERN COURT/GENERAL SPECIAL PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$5,000.00

**W98 CEBCO WELLNESS GRANT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1498-W098-W01.000 Comm/Marketing	E-1498-W098-W02.000 Incentives	\$1,200.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*DECEMBER 3, 2014\*\***

**W98 CEBCO WELLNESS GRANT FUND**

E-1498-W098-W03.000	Education	\$ 5,880.00
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**\*\*DECEMBER 11, 2014\*\***

**GENERAL FUND**

E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$8,303.61
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**E10 9-1-1 FUND**

E-2200-E010-E05.012	Equipment	\$1,000.00
E-2200-E010-E07.000	Other Expenses	\$1,452.00

**E11 9-1-1 WIRELESS FUND**

E-2301-E011-E01.011	Contract Services	\$12,276.39
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**H08 WIA AREA 16 FUND/BCDJFS**

E-2610-H008-H16.000	Harrison Co. OWIP	\$6,500.00
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**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L01.002	Salaries	\$6,579.33
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**L05 WATERSHED COORDINATOR FUND/BSWCD**

E-1815-L005-L01.002	Salaries	\$200.00
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**M64 PLACEMENT SERVICES FUND/JUVENILE COURT**

E-0400-M064-M05.000	Placement Costs	\$35,574.26
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**N41 ISSUE TWO MONIES FUND**

E-9041-N041-N10.055	Project Payments	\$137,225.60
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**N43 ENGINEER ODOT GRANT PROJECTS FUND**

E-9043-N043-N03.000	ODOT PID #86170	\$955.56
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**S31 N.S.L.A.-OAKVIEW JUVENILE FUND**

E-8011-S031-S02.000	Food	\$1,791.25
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**S32 OAKVIEW JUVENILE ACTIVITY FUND**

E-8012-S032-S00.000	Activity Expenses	\$57.00
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**S54 COMMON PLEAS COURT/GENERAL SPECIAL/MEDIATION SERVICES FUND**

E-1544-S054-S01.002	Salary	\$3,638.34
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**SHERIFF/VARIOUS**

E-0131-A006-A09.000	Medical	\$ 1,208.34
E-0131-A006-A23.000	Background	\$ 26.00
E-0131-A006-A24.000	E-SORN	\$ 145.00
E-0131-A006-A28.000	Shop With a Cop	\$ 980.00
E-0131-A006-A32.000	Warrant Fee	\$ 40.00
E-5100-S000-S01.010	Commissary	\$13,080.65
E-5101-S001-S06.000	CCW License	\$ 653.00
E-5101-S001-S07.012	CCW Equipment	\$ 479.00
E-9710-U010-U06.000	Reserve	\$ 2,550.00

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND**

E-1511-W080-P01.002	Salary	\$255.00
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS**

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 December 11, 2014:

***CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

<u>General Fund</u>		
E-0011-A001-B03.010	Supplies	\$ 3,919.13
E-0011-A001-B04.012	Equipment	\$ 1,146.89
E-0011-A001-B07.000	Travel	\$ 39.15
E-0011-A001-B11.000	Other Expenses	\$65,553.48
E-0121-A006-B07.000	Documents	\$20,708.19
E-0170-A006-G04.012	Equipment	\$ 473.52
E-0170-A006-G11.000	Other Expenses	\$ 2,104.62
<u>J00 Real Estate Assessment Fund</u>		
E-1310-J000-J03.011	Contracts-Services	\$19,064.69
E-1310-J000-J06.000	Other Expenses	\$13,593.12

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 11, 2014, 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 or order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Coffland granting permission for county employees to travel as follows:

**DJFS** – Michael Schlanz to travel to Akron, OH, on Dec. 15, 2014, to attend OMJ Summit Co/WIA Youth Training. Estimated expenses: \$12.00

**JUVENILE COURT** – Probation Officer Diane Schambach to travel to New Philadelphia, OH, on Dec. 12, 2014, and one additional time over the next two weeks, to do drug screen on youth involved in the SAID program.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 22, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**Announcement-The Board will reconvene on Tuesday, December 16 at 9:00 am for Executive Session-Personnel Exception.**

**IN THE MATTER OF REAPPOINTING JACK HEAD AS THE BELMONT CO. APIARY INSPECTOR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to reappoint Mr. Jack Head as the Belmont County Apiary Inspector for the year 2015 to be compensated a flat fee of one thousand, five hundred dollars (\$1,500.00) per year.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF REAPPOINTING BETHESDA MAYOR MARTIN LUCAS TO THE BELMONT CO. 911 ADVISORY BOARD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to reappoint Bethesda Mayor Martin Lucas to the Belmont County 911 Advisory Board for a four-year term effective January 1, 2015 through December 31, 2018.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF DESIGNATING THE PRESIDENT AND VICE-PRESIDENT OF THE BOARD OF COMMISSIONERS TO SERVE ON THE BELMONT CO. INVESTMENT ADVISORY COMMITTEE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to designate the President and Vice-President of the Board of Commissioners to serve on the Belmont County Investment Advisory Committee as required by the Ohio Revised Code Section 135.341.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPOINTING MATTHEW G. CHAPMAN TO THE BELMONT CO. LAW LIBRARY RESOURCE BOARD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Matthew G. Chapman to the Belmont County Law Library Resource Board for a five year term, beginning January 1, 2015 and ending December 31, 2019, per the Ohio Revised Code 307.511(D).

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT AND PLAN WITH THE BELMONT COUNTY LAND REUTILIZATION CORPORATION AS THE COUNTY'S AGENCY FOR EXERCISING THE POWERS AND PERFORMING THE DUTIES OF THE COUNTY UNDER CHAPTER 5722 OF THE OHIO REVISED CODE FOR THE RECLAMATION, REHABILITATION, AND REUTILIZATION OF VACANT, ABANDONED, TAX-FORECLOSED AND OTHER REAL PROPERTY IN THE COUNTY**

**Resolution**

**Approving and authorizing the execution and delivery of an agreement and plan with the Belmont County Land Reutilization Corporation as the County's agency for exercising the powers and performing the duties of the County under Chapter 5722 of the Ohio Revised Code for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed and other real property in the County.**

WHEREAS, the County pursuant to division (A) of Section 5722.02 of the ORC has elected to adopt and implement the procedures set forth in Sections 5722.02 to 5722.15 of the ORC to facilitate the effective reutilization of nonproductive land situated within its boundaries; and

WHEREAS, the County has caused the Belmont County Land Reutilization Corporation (the "Corporation") to be organized as a county land reutilization corporation under Chapter 1724 of the ORC to act on behalf of and cooperate with the County in exercising the powers and performing the duties of a county with respect to land reutilization under Chapter 5722 of the ORC; and

WHEREAS, subdivision (A)(2) of Section 1724.10 of the ORC authorizes a county to designate a corporation organized under Chapter 1724 of the ORC as its agency for the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property in the county; and

WHEREAS, this Board has heretofore designated the Corporation as the County's agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the county and has heretofore directed the Corporation to prepare or cause to be prepared for approval and execution by this Board an agreement and plan between the Corporation and the County, as authorized by division (B) of Section 1724.10 of the ORC to provide for, among other things, a plan of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property and the extent to which the Corporation will participate as the agency of the County in carrying out the plan; and

WHEREAS, pursuant to subdivision (B) of Section 1724.10 of the ORC the Corporation has prepared and has heretofore delivered the form of said agreement and plan (the "Agreement and Plan") to the Clerk of this Board for approval and execution and delivery by this Board; and

WHEREAS, the Board of Directors of the Corporation has approved the form of the Agreement and Plan and has authorized the execution and delivery of the Agreement and Plan by its President; and

WHEREAS, in furtherance of the purposes of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County and the exercise by the Corporation on behalf of the County of the powers of the County under Chapter 5722 of the ORC this Board now desires to approve and enter into and deliver the Agreement and Plan to accomplish the foregoing;

AND WHEREAS, the Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board and that all the deliberations of this Board, and of its committees, if any, which resulted in formal actions were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the ORC.

**BE IT RESOLVED** by the Board of County Commissioners of Belmont County, Ohio, that pursuant to division (B) of Section 1724.10 of the ORC, the Agreement and Plan between said Board and the Belmont County Land Reutilization Corporation, a copy of which is attached hereto as Exhibit A, be, and the same is, hereby approved.

**BE IT FURTHER RESOLVED**, that the Clerk of the Board be and hereby is authorized and directed to certify copies of this resolution to the County Treasurer, County Administrator, County Auditor and County Prosecutor

**AND BE IT FURTHER RESOLVED**, that this resolution shall take effect and be in force immediately upon its adoption.

**ADOPTED**, at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 11th day of December, 2014.

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the foregoing resolution and upon roll call the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Yes</u>

**Exhibit A**

**AGREEMENT AND PLAN**

**OF RECLAMATION, REHABILITATION, AND REUTILIZATION OF VACANT, ABANDONED, TAX-FORECLOSED OR OTHER REAL PROPERTY IN BELMONT COUNTY, OHIO**

THIS AGREEMENT AND PLAN, entered into as of the 7th day of July, 2014 (collectively, the "Agreement"), by and between the County of Belmont, Ohio (the "County"), a county organized and existing under the Constitution and laws of the State of Ohio (the "State") and the Belmont County Land Reutilization Corporation (the "Corporation") a county land reutilization corporation organized and existing as a corporation not for profit under the laws of the State;

WHEREAS, in accordance with Section 1724.10(A)(2) of the ORC, the Corporation has been designated as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the County and the Corporation desire to enter into an agreement pursuant to division (B) of Section 1724.10 of the ORC to provide for, among other things, a plan for the County of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the Corporation has prepared a plan (the "Plan") of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the Corporation and the County desire to incorporate the terms and provisions of the Plan into this Agreement so that this Agreement will embody and constitute the plan of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County provided for under division (B) of Section 1724.10 of the Revised Code.

NOW, THEREFORE, the County and the Corporation do hereby agree as follows:

**ARTICLE I**

### ***The Plan Generally***

**Section 1.1. The Plan Purposes Generally.** The Plan for the Corporation, as the sole agency for the County designated to carry out the Plan, shall be the following:

- a) To promote and facilitate the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County to the fullest extent possible within the legal and fiscal limitations applicable to the Corporation;
- b) To efficiently hold and manage vacant, abandoned, or tax-foreclosed real property pending its reclamation, rehabilitation, and reutilization;
- c) To assist governmental entities and other nonprofit or for-profit persons to assemble, clear, and clear the title of vacant, abandoned, or tax-foreclosed real property;
- d) To promote economic and housing development in the County or region;
- e) To advance, encourage, and promote the industrial, economic, commercial, and civic development of a community or area of the County; and
- f) In furtherance of the preceding purposes in items a) through e), and not as a limitation on any of the powers of the Corporation under Chapter 1724 of the ORC, to exercise any and all of the powers conferred upon a county under Chapter 5722 of the ORC and any ancillary or related statutes.

**Section 1.2 Intention of Parties with respect to Implementation of Plan.** In connection with implementation of this Plan by the Corporation, it is the intention of the parties hereto to work cooperatively with other governmental entities and persons, especially with those that have elected to exercise the powers set forth in Chapter 5722 of the ORC in pursuit of purposes similar to those of this Plan.

**Section 1.3 Compliance with Applicable Zoning and Planning Laws.** Implementation of the Plan shall be effected in compliance with all zoning and planning laws applicable to the real property which is the subject of action under this Plan.

**Section 1.4 Construction of Provisions of the Plan.** All provisions of this Plan shall be liberally construed, subject to any limitations thereon in the ORC applicable to the Corporation or the County. If in any provision in this Agreement and Plan reference is made to "real property" without more, whether by use of such term or others of similar import, such reference shall be understood or interpreted to mean "real property within the County."

## **ARTICLE II**

### ***Actions in Furtherance of the Plan***

**Section 2.1 Furtherance of the Plan.** In the furtherance of promoting and facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County, the Corporation, as a community improvement corporation organized under and for the purposes of Chapter 1724 of the ORC and designated to act as the electing subdivision (as defined in division (F) of Section 5722.01 of the ORC) for and on behalf of the County, may exercise any or all of the powers authorized in Sections 1724.02 and 1724.10 and Chapter 5722 of the ORC, including, but not limited to the following:

- a) To purchase, receive, hold, manage, lease, lease-purchase, or otherwise acquire and to sell, convey, transfer, lease, sublease, or otherwise dispose of real property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof;
- b) To acquire, reclaim, manage, or contract for the management of improved or unimproved and underutilized real property for the purpose of constructing industrial plants, other business establishments, or housing thereon, or causing the same to occur, for the purpose of assembling and enhancing utilization of the real property;
- c) To serve as an agent for grant applications and the administration of grants or to make applications as principal for grants to the Corporation;
- d) To engage in code enforcement and nuisance abatement, including, but not limited to, cutting grass and weeds, boarding up vacant or abandoned structures, and demolishing condemned structures on properties which the Corporation owns or in which it has legal interest whether or not subject to a delinquent tax or assessment lien, or property for which a municipal corporation or township has contracted with the Corporation to provide code enforcement or nuisance abatement assistance;
- e) To purchase tax certificates at auction, negotiated sale or from a third party who purchased and is a holder of one or more tax certificates issued pursuant to Sections 5721.30 to 5721.43 of the ORC;
- f) To be assigned a mortgage on real property from a mortgagee in lieu of acquiring such real property subject to a mortgage;
- g) To borrow money for any of the purposes of a county land reutilization corporation by means of loans, lines of credit, or any other financial instruments or securities, including the issuance of its bonds, debentures, notes, or other evidences of indebtedness, whether secured or unsecured, and to secure the same by mortgage, pledge, deed of trust, or other lien on its property, franchises, rights, and privileges of every kind and nature or any part thereof or interest therein;
- h) To mortgage, pledge, or otherwise encumber any real property acquired by the Corporation in the furtherance of its purposes;
- i) To make loans to any person, firm, partnership, corporation, joint stock company, association, or trust for the purpose of furthering the purposes of the Corporation, and to establish and regulate the terms and conditions with respect to any such loans;
- j) To acquire nonproductive land (as defined in division (F) of Section 5722.01 of the ORC) through the exercise, and as electing subdivision on behalf of the County, of the powers set forth in Chapter 5722 of the ORC;
- k) To accept a conveyance in lieu of foreclosure of any delinquent land from the proper owners thereof and to accept from the County Auditor properties escheated to the State both before and after the execution and delivery of this Agreement;
- l) To enter into agreements with municipal corporations and townships within the boundaries of the County for implementation within such municipal corporations and townships for the purposes of the Corporation and the purposes of Chapter 5722 of the ORC;
- m) To establish data bases identifying the vacant, abandoned, tax-foreclosed and nonproductive real properties within the County which are in need of reclamation, rehabilitation, and reutilization and to enter into agreements with municipal corporations or townships for cooperative sharing and use of such data bases;
- n) To assist municipal corporations and townships in preparing plans for acquiring vacant, abandoned or tax-foreclosed real properties within their boundaries and for the reclamation, rehabilitation and reutilization of such properties so as to return such properties to productive use and thereby to foster economic and housing growth within the County;
- o) To prepare, or to participate in or partner with post-secondary educational institutions or other entities for the preparation of studies or analyses of the causes of or contributing factors in vacancy, abandonment and tax delinquency of real property in the County and the methods and manner of reclaiming, rehabilitating and reutilizing vacant, abandoned, tax-foreclosed and nonproductive real property in the County;
- p) To partner with the State and agencies of the State in the pursuit and implementation of the purposes of the Corporation;
- q) To develop, implement and maintain programs designed to creatively revitalize property such as deconstruction and recycling of building and other materials, urban forestry, agriculture, greenhouses, green infrastructure, water retention, parks, human resource programs such as workforce development, and other job creation or vocational programs other than governmental workforce development programs and faith-based initiatives; and

- r) To take such other actions that are authorized under Ohio law and are consistent with and will facilitate the implementation of the purposes of the Corporation.

**ARTICLE III**  
**Miscellaneous**

**Section 3.1. Amendments to the Plan.** This Agreement and the Plan may be amended and supplemented from time to time provided that all such amendments and supplements shall be in writing, shall be duly approved by the Corporation and the County and shall be executed by the property officers of each.

**Section 3.2. No Prohibition on Independent Exercise of Governmental Powers.** No provision, term or covenant contained in this Agreement and Plan shall be construed as prohibiting or limiting the County from independently exercising any and all powers it may have under the Constitution or laws of the State.

**Section 3.3 Fiscal Matters.** Nothing in this Agreement and Plan shall be construed as requiring the County, and the County shall not be required, to make financial contributions to the Corporation or shall be construed as permitting the Corporation to obligate the County except as expressly set forth in this Agreement and Plan; provided, however, that nothing in this Section shall be construed as a limitation on, or a prohibition on acting pursuant to, any terms and provisions in Ohio law providing for the fiscal matters of the Corporation.

**Section 3.4 Term of Agreement.** The term of this Agreement shall commence on the date first above written and shall continue in effect thereafter unless terminated in accordance with this Section 3.4. Each of the parties to this Agreement may terminate this Agreement and Plan upon written notice to the other party setting forth the termination date of the Agreement and Plan. The termination date (the "Termination Date") specified in the notice shall not be any earlier than the first day of the calendar month that immediately succeeds the first anniversary of the giving of written notice of termination. From and after the Termination Date no further actions, agreements, contract, liabilities or obligations shall be initiated or incurred pursuant to this Agreement and Plan, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the Termination Date shall not be affected by such termination and this Agreement and Plan shall remain in full force and effect as to any such action, agreement, contract, liability or obligation, and the Corporation shall continue as the agency of the County under this Agreement and Plan and the designation by resolution of the Corporation as agency of the County made by the Board of County Commissioners of Belmont County for the purposes of full performance of all such actions, agreements and contracts, liabilities or obligations.

**Section 3.5. Notices.** All written notices required to be given by one of the parties hereto to the other party under this Agreement and Plan or under any sections of the ORC that relate to the function of the Corporation as the designated agency of the County for purposes of this Agreement and Plan shall, unless otherwise specified herein or in the ORC, be deemed duly given by delivering such written notice to the following electronic mail addresses of the intended recipient party or to the following first class mail delivery address of the intended recipient party to the attention of the proper party:

**IF TO THE COUNTY:**

*First Class Mail:*

Board of Belmont County Commissioners

[Address]

*Email:*

**IF TO THE CORPORATION:**

*First Class Mail:*

Belmont County Land Reutilization Corporation

Ginny Favede, Chair

101 W. Main St.

St. Clairsville, OH 43950

*Email: ginny.favede@co.belmont.oh.us*

Any party may change its notice address upon written notice of such change to the other party; provided, however, that non-receipt of any notice by the recipient party shall not affect the efficacy of the notice if non-receipt was caused by a change in the recipient's notice address of which such recipient had not notified the party giving notice in accordance with this Section 3.5.

IN WITNESS WHEREOF, the County and the Corporation, by their duly authorized officers, have caused this Agreement and Plan to be executed as of the day and year first above written.

BELMONT COUNTY LAND REUTILIZATION CORPORATION

By: Ginny Favede /s/

Ginny favede, Chair

Attest:

COUNTY OF BELMONT, OHIO

By: Jayne Long /s/

**IN THE MATTER OF APPROVING AND SIGNING LETTER  
RELEASING GULFPORT ENERGY CORPORATION FROM  
THE RUMA DATED DECEMBER 12, 2013 FOR THE USE OF  
1.6 MILES OF CH 100 (EGYPT VALLEY ROAD)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the letter releasing Gulfport Energy Corporation from the Road Use Maintenance Agreement (RUMA) dated December 19, 2012 for the use of 1.6 miles of CH 100 (Egypt Valley Road) based upon the recommendation of Fred Bennett, County Engineer.

*Note: They no longer need to use the roadway for drilling activities and has satisfactorily restored the road.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING LETTER  
RELEASING GULFPORT ENERGY CORPORATION FROM  
THE RUMA DATED FEBRUARY 19, 2014, FOR THE USE OF  
1.0 MILES OF CH 124 (WRIGHT ROAD)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the letter releasing Gulfport Energy Corporation from the Road Use Maintenance Agreement (RUMA) dated February 19, 2014 for the use of 1.0 miles of CH 124 (Wright Road) based upon the recommendation of Fred Bennett, County Engineer.

*Note: They no longer need to use the roadway for drilling activities and has satisfactorily restored the road.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AUTHORIZING THE BOARD PRESIDENT TO SIGN THE AMENDMENT TO THE JUVENILE COURT'S RECLAIM GRANT AGREEMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize the President of the Board to sign the amendment to the Belmont County Juvenile Court's RECLAIM grant agreement for one-time supplemental funding from the Department of Youth Services in the amount of \$17,129.00.

*Note: This will allow for the return of one employee back to the grant from FY 2014 in the intensive probation program (CCAP).*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE ODYS JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG) APPLICATION ON BEHALF OF THE BELMONT HARRISON JUVENILE DISTRICT**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to execute the Ohio Dept. of Youth Services Juvenile Accountability Block Grant (JABG) application on behalf of the Belmont Harrison Juvenile District as follows:

Project Period: 1/1/2015 through 12/31/2015  
 JABG Funds: \$40,000  
 Cash Match: 4,000  
 Total Project Budget: \$44,000

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF APPROVING ESTIMATE #3680 FROM FLAG FLOORS FOR INSTALLING NEW VINYL TILE, WALL BASE AND TRANSITIONS IN CORRIDOR AND RESTROOM AREAS/ BELMONT COUNTY JAIL**

Motion made by Mr. Thomas, seconded by Ms. Coffland to approve estimate number 3680 from Flag Floors in the amount of \$958.50 for the installation of new vinyl tile, wall base and transitions in the corridor and restroom areas at the Belmont County Jail.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING THE EXECUTION OF INVOICE NO. 1 FOR THYSSENKRUPP ELEVATOR/COURTHOUSE ELEVATOR PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the execution of Invoice No. 1 for ThyssenKrupp Elevator in the amount of \$45,667.20 for the Courthouse Elevator Project Number 18318.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT TO VENDOR AGREEMENT WITH NEFFS EMS ON BEHALF OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Amendment to Vendor Agreement with Neffs EMS, on behalf of Belmont County Department of Job and Family Services, to increase the maximum amount of the agreement from \$450,000 to \$600,000 for the contract period of May 1, 2014 through April 30, 2015 due to an increase in usage.

*Note: This agreement provides for transportation services for Title XIX (19) individuals to medical appointments.*

**AMENDEMENT TO VENDOR AGREEMENT WITH NEFFS EMS**

The parties agree to increase the maximum amount of the agreement from \$450,000.00 to \$600,000.00 due increases in usage. This is an increase of \$150,000.00 that will be in effect May 1, 2014 through April 30, 2015. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Vince Gianangeli /s/</u>	<u>12-11-14</u>
Vince Gianangeli, Director	Date
<u>Donald L Keyser /s/ President</u>	<u>12-16-14</u>
Donald Keyser	Date
<u>Matt Coffland /s/</u>	<u>12-11-14</u>
Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>12-11-14</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>12-11-14</u>
Approved as to Form:	Date
<u>David K. Liberati /s/ Assistant</u>	<u>12-10-14</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING A SUBORDINATION OF MORTGAGE IN REGARD TO PROPERTY OWNED BY MICHELLE R. MAGERS/BELOMAR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign a Subordination of Mortgage request in the amount of \$15,000.00 in regard to property owned by Michelle R. Magers, based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

**SUBORDINATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration that Progressive Bank of 590 National Road, Wheeling, West Virginia, shall loan the sum of \$15,000.00 to Michelle R. Magers, Married, formally known as Michelle R. Miller, Unmarried, of 50538 Cindy Drive, St. Clairsville, Ohio, upon the security of a mortgage recorded in Official Record Volume \_\_, Pages \_\_\_\_\_, upon the following real property: Situated in the Richland Township, County of Belmont, State of Ohio, and being part of Section 35, Township 6, Range 3 and being known as Lot Number Thirty Three (33) of Pennwood Estates as more particularly described in the Plat of this Subdivision which is recorded in Cabinet "A" at Slide 88 (formerly Volume 13, Page 71) of the Belmont County Record of Plats.

Subject to restrictions and covenants as set forth in deed recorded in Volume 708, Page 719 of the Records of Deeds of Belmont County, Ohio. Prior Deed Reference: Volume 798, Page 225

The undersigned, Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Progressive Bank of 590 National Road, Wheeling, WV, shall be a second lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority or Mortgage thereon, dated May 6, 2004 and executed and delivered to the Belmont County Recorder, by said Michelle R. Miller, and recorded in Volume 958, at Pages 095-098, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages Progressive Bank is now the owner and holder.

Matt Coffland, Ginny Favede, and Mark A. Thomas, Belmont County Commissioners, have caused their names to be subscribed hereto this 11<sup>th</sup> day of December, 2014.

Belmont County Commissioners:  
By: Matt Coffland /s/  
Ginny Favede  
Ginny Favede /s/  
Matt Coffland  
Mark A. Thomas /s/  
Mark A. Thomas

Upon roll call the vote was as follows:

Mr. Thomas            Yes  
Mr. Coffland         Yes  
Mrs. Favede           Yes

**IN THE MATTER OF APPROVING AND AUTHORIZING BOARD PRESIDENT TO EXECUTE THE PROGRAMMATIC AGREEMENT FOR COORDINATION BETWEEN BELMONT COUNTY AND THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF PROGRAMS USING HUD ALLOCATED FUNDS WITH DELEGATED REVIEW RESPONSIBILITIES AUTHORIZED UNDER 24 CFR PART 58 TO EXTENDING THE EXISTING AGREEMENT BY AND ADDITIONAL FIVE YEARS/BELOMAR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize the President of the Board Matt Coffland to execute the **Programmatic Agreement for Coordination between Belmont County and the Ohio Historic Preservation Office for the Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58** to extending the existing agreement by an additional five years to December 31, 2019, based upon the recommendation of A.C. Wiethe, Assistant Director of Management Services for Belomar Regional Council.

*Note: This agreement is for all HUD funded programs and allows communities a more flexible review process for housing activities under the Community Housing Improvement Program (CHIP)*

Belmont County Programmatic Agreement (expires December 31, 2019)

**PROGRAMMATIC AGREEMENT  
for Coordination  
between  
Belmont County  
and the  
Ohio State Historic Preservation Office  
for the**

**Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58**

**WHEREAS**, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Development Services Agency ("State"); and

**WHEREAS**, the State has awarded CDBG and other funds to Belmont County (hereinafter referred to as "grantee"); and

**WHEREAS**, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

**WHEREAS**, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

**WHEREAS**, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places ("National Register"); and

**WHEREAS**, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("NHPA")(16 U.S.C. 470); and

**WHEREAS**, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

**NOW, THEREFORE**, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

**STIPULATIONS**

**I. Archaeology**



In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

## **II. Exempt Activities**

- A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.
1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
  2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.
- B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:
1. Non-Construction Work and Development, General Exclusions
    - a. Public service program that does not physically impact buildings or sites.
    - b. Architectural and engineering design fees and other non-construction fees and costs
    - c. Rental or purchase of equipment that does not physically impact buildings or sites.
    - d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
    - e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur
    - f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
    - g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
    - h. Rehabilitation of mobile and manufactured homes.
    - i. Loans used to fund rehabilitations of buildings less than fifty years old.
  2. Site Work
    - a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
    - b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
    - c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
    - d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
    - e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than than fifty years old.
    - f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.
    - g. Repair, in kind replacement, or reconstruction of existing catch basins.
    - h. Replacement of utility meters on buildings in the same location as existing.
  3. Exterior Rehabilitation
    - a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
    - b. Repair of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
    - c. Foundation repair.
    - d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulant paint. No abrasive cleaning is permitted for the removal of any building materials.
    - e. Caulking, reglazing, and weather-stripping.
    - f. Installation of screens and storm windows, provided that they:
      - i. Completely fill the original window opening.
      - ii. Match the meeting rail or other major divisions.
      - iii. Interior storms must not cause damage to the original interior trim.
      - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
    - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
    - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
    - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
    - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.
  4. Interior Rehabilitation
    - a. Repair of existing basement floors or the installation of new basement floors.
    - b. Installation of attic insulation.
    - c. Repair of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
    - d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan.
    - e. Installation of new furnace, boiler or water heater; furnace cleaning or repair.
    - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
    - g. Installation of new ceiling openings for attic access or pull-down stairs removal and sealing up of obsolete pull-down stairs.

- h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
- i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

### **III. Project Review**

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:
  - 1. Project location, including a map;
  - 2. Project description, including work write-ups, plans, or specifications, as appropriate;
  - 3. Color photographs of all elevations of the building or site;
  - 4. Date any buildings in the project area were built;
  - 5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
  - 6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:
  - 1. Condition assessments for various historic elements;
  - 2. An explanation of the goals of the undertaking;
  - 3. Alternative treatments considered and cost estimates for each;
  - 4. Life cycle maintenance costs related to each alternative;
  - 5. Proposed measures to mitigate or minimize adverse effects;
  - 6. Available marketing studies; and
  - 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:
  - 1. The SHPO concurs with the grantee's decision about eligibility and effect;
  - 2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
  - 3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
- G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

### **IV. Technical Assistance and Educational Activities**

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

### **V. Public Involvement and Participation**

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
  - 1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
  - 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

### **VI. Post Review Discovery**

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact SHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, DSA and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon representatives of DSA and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

### **VII. Dispute Resolution**

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.
- C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

**VIII. Monitoring**

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
  - 1. For each exempted undertaking the list will include the building address, the age of the building or its date of construction, and a description of each activity undertaken. The description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
  - 2. The grantee should also include in their submission three (3) random samples of individual projects, with copies of the information that was available to support the project's consideration under the terms of this agreement.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

**IX. Definitions**

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

**X. Amendment & Duration**

This agreement will continue in full force until December 31, 2019 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

**XI. Emergencies**

- A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.
  - 1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
  - 2. The grantee will submit a request for an expedited review time of five business days, including the following documentation:
    - a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
    - b. The address of the property and the nature of the emergency
    - c. Recent photographs of the property
    - d. A signed copy of any local order compelling immediate action
    - e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
  - 3. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Matt Coffland /s/  
 Matt Coffland, President  
 Belmont County Commissioners  
12/11/14  
 Date

\_\_\_\_\_  
 Mark J. Epstein, Deputy State Historic Preservation Officer for  
 Resource Protection and Review Ohio State Historic Preservation Office

Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGATGE BY SEPARATE INSTRUMENT FOR DAYNE F. AND DANIELLE M. KRITZ/BELOMAR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Dayne F. and Danielle M. Kritz, **married**, for a mortgage deed dated July 23, 2004 as recorded in Volume 0016, pages 579-582 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

**SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT**

The undersigned hereby certifies that a certain mortgage deed(s) dated July 23, 2004, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0016 at pages 579-582, and executed by Dayne F. and Danielle M. Kritz, married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property;

12/11/14  
 \_\_\_\_\_  
 Date

Belmont County Commissioners

By: Matt Coffland /s/  
 Matt Coffland, President  
Ginny Favede /s/  
 Ginny Favede  
Mark A. Thomas /s/  
 Mark A. Thomas

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH RICE DRILLING D LLC FOR 1.97 GROSS ACRES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into an Oil and Gas Lease with Rice Drilling D LLC, effective December 11, 2014, in the amount of \$8,200.00 per net mineral acre for 1.97 gross acres for a five-year term with a five-year option to renew and 20% royalty.

**PAID-UP OIL AND GAS LEASE**

**Lease Date: December 11, 2014**

This is an oil and gas lease (the "Lease") made this 11th day of December, 2014, between **The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners**, herein called "Lessor" (collectively if there is more than one) whose address is **101 West Main Street, St. Clairsville, OH 43950**, and Rice Drilling D LLC, hereinafter called "Lessee", whose address is 400 Woodcliff Drive, Canonsburg, PA 15317 .

**ARTICLE I. GRANT OF LEASE**

Lessor, in consideration of the payments described herein and the covenants and agreements hereafter contained, hereby leases and lets exclusively to the Lessee all the oil, gas, minerals and their constituents (not including coal) underlying the land described below for the sole purpose of exploring for, drilling, operating, producing and gathering the oil, gas, casinghead gasoline and all other gases and their respective vapors, liquid or gaseous hydrocarbons produced in association therewith other than as reserved unto Lessor below (herein called "Leased Products"). Together with such exclusive rights as may be necessary or convenient for the Lessee to explore for, develop, produce, measure, and market production from the Leasehold and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploration tests; to drill (either vertically, horizontally, or directionally), maintain, operate, treat, vent, dewater, cease to operate, plug, abandon, and remove wells; to stimulate or fracture all seams or other strata or formations; to use or install roads, electric power, telephone facilities (including data acquisition), compression facilities and collection facilities for use in the production, transportation and marketing of products from the Leasehold and from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil and gas free of cost, to operate, maintain, repair, store, and remove material and equipment relating to the operations. Lessor shall not be responsible for any costs with respect to Lessee's Operations. Lessee is prohibited from performing any activity on the Leased Premises which is not expressly permitted pursuant to the terms and conditions of the Lease.

**Description of the Land Included in the Lease:** The oil, gas, mineral interests and land included in this Lease (herein called the "Leased Premises") is located in the County of Belmont, State of Ohio, with a permanent parcel number (or numbers) as follows: **See attached Exhibit A.**

The Leased Premises contain **1.97 gross acres**. A legal description of the Leased Premises is attached hereto and made a part hereof as Exhibit A,

**Reservations**

(a) **Lessor's Reserved Rights:** Lessor reserves all rights not specifically granted to Lessee in this Lease. Lessor specifically reserves the rights to all products contained in any formation: (1) from the surface of the Leased Premises to the top of the formation commonly known as the Marcellus Shale, (2) in any and all formations below the base of the Marcellus Shale to the top of the formation commonly known as the Utica Shale, and (3) in all formations below the base of the Utica Shale. Notwithstanding anything to the contrary, Lessee is specifically granted the right to penetrate and drill through the shallower formations in order to drill and produce the Leased Products and the Leased Premises. Lessor also reserves a right of way on all lands granted hereunder and the right to use the Leased Premises and any improvements thereon for any and all other purposes, so long as that right of way does not cause unreasonable interference with Lessee's operations or pose a safety concern to Lessee. Lessee agrees not to unreasonably interfere with the use and enjoyment of said land by Lessor and Lessor's family, agents, employees, invitees, and guests and to comply with all other specific provisions herein relating to the use of the land.

(b) **Other Minerals Reserved:** Lessor expressly excludes from this Lease and reserves all minerals of every kind and character in, on and under the Leased Premises except the Leased Products herein defined. This includes but is not limited to all of the sulfur, coal, lignite, uranium and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances (except the Leased Products described above) presently owned by Lessor in, under, or upon the Leased Premises. Lessor also reserves rights of ingress or egress and use of the Leased Premises by Lessor or its lessees or assignees for purposes of exploration for and production and marketing of the materials and minerals reserved hereby which rights shall not unreasonably interfere with the rights of Lessee.

**ARTICLE II. TERM OF LEASE**

**Lease Term:** This Lease shall become effective on the date it is signed, which date will be inserted below the title of this document on page 1 (herein called the "Lease Date") and remain in force for a Primary term of five years from the Lease Date. Subject to the provisions hereinafter contained, this Lease shall be for a term of five (5) years from the Lease Date (herein called the "Primary Term") and for as long thereafter as operations are conducted on the Leasehold or as long as a well capable of production in Commercial Quantities is located on the Leasehold or on lands unitized or combined with the Leasehold, or for as long as extended by other provisions herein.

**Option to Extend the Primary Term:** Lessee is given the option to extend the Primary Term of this Lease for an additional five (5) year period. To exercise this option Lessee must notify Lessor in writing of Lessee's intent to exercise the option at least ninety (90) calendar days before the expiration of the Primary Term and Lessee must pay to Lessor, at any time prior to the termination of the Primary Term, a lease bonus for the five (5) year extension period equal to the signing bonus set forth in this Lease.

**The Lease Term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.**

**ARTICLE III. PAYMENTS**

**Signing Bonus Payment:** Lessee agrees to pay Lessor, proportionate to Lessor's percentage of ownership, a lease signing bonus of Eight Thousand Two Hundred dollars (\$8,200.00) for each net mineral acre contained within the Leased Premises. Lessor understands that payment of the signing bonus will not be paid until title is cleared and certified title is obtained by an oil and gas attorney of Lessees choosing. **Said payment is to be made within 120 Business Days.**

In the event Lessee believes in good faith that a title defect exists for the Leased Premises then Lessee shall provide written notice to Lessor as soon as practical, but in no event later than the **120 Business Day** time for payment set forth in the Order of Payment, of the title defects which render title unacceptable to Lessee. In the event a title defect exists, Lessee shall provide a description of the title defect and any supporting documentation in its possession. Lessor shall have a 120 business day cure period from the date of receipt of written notice to cure the defect in a manner satisfactory to the Lessee. If the title defect is cured to the satisfaction of Lessee within the 120 business day cure period the bonus payment shall be paid to Lessor within 30 days following the date the title defect is cured.

**Royalty Payments:** The Lessee shall pay to Lessor Twenty percent (20%) of the proceeds received by Lessee from an unaffiliated third party purchaser in an arms length transaction at the point of sale for all of the Leased Products produced from each and every well on the Leased Premises or on lands pooled or unitized therewith (herein called the "Royalty Payment"). It is agreed between the Lessor and Lessee that, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's proportionate share of production (20% for Lessor and 80% for Lessee) so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee. Lessor agrees to accept and receive out of the production or the revenue realized from 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. So long as payment exceeds fifty dollars (\$50.00) payment of Royalty for oil, gas, other hydrocarbons and by-products marketed during any calendar month shall be on or before the 30<sup>th</sup> day after receipt of such funds by the Lessee. Each Royalty Payment shall be accompanied by a stub, schedule, summary, or remittance identifying the Lease and showing the gross amount and proceeds paid to Lessee for all Leased Products produced. All Royalty Payments shall be paid to Lessor at the address recited above Article I in this Lease or at such other address as shall be provided by Lessor to Lessee in writing.

**Shut-in Royalty Payment:** After the expiration of the Primary Term of this Lease if a well drilled on the Leased Premises or lands pooled therewith which is capable of producing gas in Commercial Quantities but the production thereof is shut-in, shut-down or suspended for lack of any available market for production for a period of time exceeding three consecutive months the Lessee shall pay a "shut-in" royalty equal to the sum of twenty five dollars (\$25.00) per net mineral acre each month until production is re-established (or Lessee surrenders the Lease). Lessee shall remit all shut-in payments to Lessor at the address provided in this Lease on or before forty-five (45) days after the third month after the date on which the well is shut-in. The payment of shut-in royalties will keep this Lease in effect after the Primary Term, however this Lease will not be kept in force solely by shut-in royalty payments for a period longer than a total of thirty six (36) months whether cumulative or not. A shut in solely due to pipeline or equipment breakage, damage or malfunction, upgrade, maintenance or safety during the drilling or completions of a new well shall not be calculated towards the three (3) year aggregate limitation on shut in, provided that Lessee exercises good faith and due diligence to correct the condition.

**Payment in Lieu of Free Gas:** In the event any well is drilled upon the Leased Premises or any portion thereof, Lessee shall pay annually to Lessor, which the well pad is located on, in lieu of any right to free gas, a sum equal to the value of three hundred fifty thousand (350,000) cubic feet of natural gas produced from each such well located on the Leased Premises up to a maximum of four wells. Said amount shall be paid in annual installments, with the value based upon the prior twelve months average gross price received by Lessee for gas sold from the Leased Premises.

#### **ARTICLE IV. POOLING AND UNITIZATION**

**Pooling and Unitization:** Subject to the limitations below, Lessee is granted the right to pool or unitize, prior to or after drilling, all or part of the land covered by this Lease with any contiguous land so as to establish a pooled unit or units (herein called "Pooled Units"). When designating Pooled Units the Lessee shall make reasonable efforts to avoid excluding small or irregular shaped portions of the Leased Premises and to form Pooled Units in the shape of a square or rectangle. Lessee shall execute in writing an instrument identifying and describing the pooled acreage being drilled for, the leases included in the Pooled Unit, the formations and depths covered by the Pooled Unit, and the substance (either oil, gas or both) and file such instrument for record in the county or counties in which the pooled land is situated prior to drilling on the Pooled Unit. The Pooled Unit shall be effective on the date of execution of the declaration of unit. Lessor shall be provided a copy of such recorded instrument, and all amendments thereto by Lessee. No Pooled Unit for any vertical well with no horizontal drilling component which includes any portion of the Leased Premises shall exceed eighty (80) contiguous acres without the written consent of Lessor. No Pooled Unit for any well that includes lateral or horizontal drilling shall exceed six hundred forty (640) acres with a ten percent (10%) tolerance without the written consent of the majority of the Lessors in the Unit unless any additional acreage added to the unit allows for further development of the unit. A majority will be determined upon the Lessors proportionate share of the total acreage owned by in the unit. Each acre, or fraction thereof, equals one vote towards consent; one acre equals one vote, 100 acres equals 100 votes. In the event the unit exceeds 640 acres with a 10% tolerance, 80% of the acreage in the unit (as measured with the one acre one vote standard as set forth above) must agree to the unit size. Without the prior written consent of all Lessors in the Unit, a unit shall not exceed 1000 acres. If a greater amount of acreage than that set forth in the designated limits provided herein is necessary to adequately develop the unit than the designated number of acres the unit may be increased. Lessee is granted the right to change the size, shape and conditions of operations or payment of any unit created so long as that change is in order for Lessee to further develop and drill the Unit. The drilling, operations in preparation for drilling, production from, or payment for Royalty or Shut-In Royalty for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leasehold. There shall be allocated to the Leased Premises included in a Pooled Unit the proportion of the production from the Pooled Unit that the number of net mineral acres covered by the Leased Premises and included in the Pooled Unit bears to the total number of net mineral acres in such Pooled Unit; and royalties shall be paid hereunder upon that portion of such production so allocated.

**Pugh Clause:** Upon expiration of the Primary Term this Lease shall automatically terminate and be of no further force or effect as to any portions of the Leased Premises not included within any Production Unit and those formations and horizons 100 feet below the deepest depth drilled. In addition, at the end of the Primary Term or any time thereafter, whichever is applicable, this Lease shall terminate as to all depths and horizons contained in a Production Unit from which oil and gas is not capable of being produced in Commercial Quantities.

#### **ARTICLE V. WATER PROTECTION**

**Fresh Water Damage Protection:** In the event any activity carried on by the Lessee pursuant to the terms of this Lease adversely damages, disturbs, or injures the quality or quantity of Lessor's fresh water well, spring or source located on the Leased Premises, Lessee shall, at its sole cost and expense, take all reasonable steps to correct any such damage, disturbance or injury and to remediate the same to as close to pre-damage status quo as reasonably possible, with all related costs of repair and maintenance to be paid by Lessee.

**Water Testing:** Lessee shall maintain the quality and quantity of Lessor's water supply (wells, springs or other domestic water source) to be measured by testing the Lessor's supply prior to surface disturbance on the Leased Premises or on any lands pooled or unitized therewith located within a radius of 2000 feet surrounding the wellhead. All testing shall be conducted by a certified independent testing laboratory. Testing must be for the entire Prominent Indicator Parameters of chemicals and agents utilized by Lessee in its Operations and the burden shall be upon Lessee to provide evidence of all such chemicals and agents in order for the testing agent to adequately test the water. Lessee shall pay all costs of testing and Lessor shall be provided complete copies of any and all testing results and data, and shall have full rights to contact the testing lab for inquiry and information. Lessee shall cooperate with Lessor to obtain any favorable pricing extended to it by a certified testing laboratory should Lessor desire to obtain water testing outside of the testing provided for herein. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations; Lessee shall, within 48 hours of Lessor's written request, sample and test Lessor's water supply at Lessee's expense. Any pollution or reduction of any water supply after operations commence will be presumed to be the result of Lessee's operations unless Lessee can prove otherwise. If Lessor's water supply is polluted, reduced, or is otherwise adversely or materially affected as a result of Lessee's Operations, Lessee shall take any and all steps to restore water quality and quantity to its pre-drilling condition or fully compensate Lessor for the damage and inconvenience caused thereby. During any period of remediation, Lessee, at its sole expense, agrees to provide Lessor with an adequate supply of potable water consistent with Lessor's use of his/her water supply prior to Lessee's Operations on the Leased Premises or on lands pooled or unitized therewith.

#### **ARTICLE VI. LAND PROTECTION**

**Non-Disturbance:** Lessee and its employees and authorized agents shall not disturb, use or travel upon any of the land of Lessor other than that land being used in its operations being conducted pursuant to this Lease.

**Damages:** The Lessee shall be liable to Lessor and pay market or replacement cost for any and all damages to the Leased Premises resulting from Lessee's Operations. Damages include but are not limited to any damage to Lessor's water, growing crops, trees, livestock, fences, buildings, water springs, soil, septic systems, agricultural fields and lands and any other property connected with drilling, operating, producing, gathering, or any geophysical or exploratory work conducted by or for the Lessee. Lessee shall promptly replace any drain tile and barriers, including but not limited to, fences, gates and walls removed or damaged by the Lessee during its Operations on the Leased Premises. Whenever a Pad has been installed or later repaired on the Leased Premises, Lessee, at its sole expense, shall restore the surface of the Leased Premises as near as practicable to the condition it was in prior to such work being undertaken. Upon Completion of all planned Operations on the Leased Premises, Lessee will within three (3) months undertake restoration of the Leased Premises to reclaim the Leased Premises to as near as practicable the pre-drilling condition.

**Irrigation and Agricultural Activities:** Lessor reserves the right to initiate or continue irrigation and agricultural activities (including timbering) on the Leased Premises so long as those agricultural activities do not interfere with the limits of disturbance of Lessee and Lessee will use all reasonable efforts to accommodate Lessor's agricultural use. Subject to Lessee's prior approval and in accordance with Lessee's safety and construction standards, Lessor shall have the right to install and/or construct drainage or drain tile systems across, atop or under any pipeline installed by Lessee in a manner that does not interfere with Lessee's use of said pipelines.

**Agricultural Activities:** Lessee will plan its surface Operations in a manner that will reduce or minimize intrusion into crop fields, hay lands, pasture lands, or any other agricultural activity which is engaged in by the Lessor. In addition to the Damages Provision contained in this Lease, in the event that the Lessee needs to injure crops in order to conduct surface Operations, Lessee shall fully compensate Lessor for all damages and loss of crops at current market value so long as those crops are not located on a Well Pad (hereinafter defined) which Lessor is receiving payment for.

**Agreement as to Location of Operations:** Before Commencing Operations on the Leased Premises or any lands pooled therewith, Lessee and Lessor shall mutually agree in writing on the location and size of all well sites, pads, meters, roads, pipelines, fences, gates, buildings, electrical wires, and other equipment, supplies and facilities which Lessee wishes to locate on any portion of the Leased Premises so as to minimize disruption of Lessor's use of the Leased Premises; provided, however, that Lessor's consent shall not be unreasonably withheld or unreasonably delayed. Any wells, pads, roads, pipelines, gates, electrical wires, and other equipment, supplies and facilities Lessee locates on the Leased Premises will be maintained in good repair at all times by Lessee at its sole expense. **Notwithstanding anything to the contrary, there shall be no surface operations granted for the properties contained in this lease without the use of a separate "Surface Use Agreement", "Pipeline Right of Way Agreement" or other necessary document(s) which will be submitted to the County Commissioners for approval. While the parties understand that Lessee may be requesting said agreements, Lessor is under no obligation to enter into the same.**

**Siting/Spud Fee:** Lessee shall pay to Lessor in consideration for damage to the Leased Premises the sum of Thirty Thousand dollars (\$30,000.00) for a Well Pad located on the Leased Premises contemporaneously with Lessee disturbing any land where a pad for a horizontal well is to be located on the Leased Premises (herein called the "Pad Payment") for a well pad not to exceed five (5) acres. If any well pad exceeds five (5) acres then for each additional acre of disturbed land the Lessee shall pay Eight Thousand dollars (\$8,000.00). A well pad includes any acreage for pits, tanks, equipment, roadways and other operations servicing the wells on that pad. Lessee shall pay Lessor a separate Pad Payment for each pad constructed on the Leased Premises.

**Restrictions on Location of Operations:** Without a separate written agreement between the Lessor and the Lessee, no pump stations, tanks, batteries, pipelines, roads, telephone and power lines, ponds, water holding facilities, dryers, separators or other equipment or facilities shall be located on the Leased Premises unless they are for the purpose of transporting, processing or treating Leased Products from the Leased Premises or lands pooled or unitized therewith, and the afore listed items shall not be located nearer than (and no well shall be drilled nearer than) three hundred (300) feet from any dwelling or residential structure or two hundred (200) feet from any barn or other non-residential structure then on the Leased Premises without the Lessor's written consent. In order to effectively develop the Leasehold Premises it is understood that it is in the best interest of both Lessor and Lessee to work together in agreeing upon the location of operations on the Leasehold Premises. Should there be no alternate location outside the aforementioned "buffer zones" then Lessee and Lessor shall agree to a location within the buffer zones. There shall be no compressors located on the Leased Premises, unless the compressor is solely used for the well located on the Leasehold Premises or a well located on a property pooled or unitized with the Leasehold Premises, unless Lessor consents in a prior separate written agreement. Any compressor operations permitted hereunder shall be designed and installed utilizing means to minimize noise, including but not limited to, sound enclosures and barriers, and quiet motors.

**Restrictions on Lessee's Use of Leased Premises:** Unless Lessor consents in a separate written agreement, the Lessee shall under no circumstances:

- (a) Use the Leased Premises for the disposal of any drill cuttings, brine or other liquids, or the permanent storage or disposal of any liquids or solids.
- (b) Use the Leased Premises or any portion thereof, surface or subsurface, for gas or oil storage purposes.
- (c) Use any water from the Leased Premises, surface or subsurface, or drill any well to take water from or inject any substance into the Leased Premises
- (d) Install or dig any pits other than drilling pits (not permanent storage pits) on the Leased Premises.

**Pipelines and Utility Lines:** In the event that pipeline is necessary then Lessor and Lessee shall enter into a separate pipeline right of way agreement which is consistent with the terms and conditions of this Lease including location approval. In addition to the restrictions set forth in this Lease, Lessee agrees to bury any pipelines constructed on the Leased Premises at a depth, which shall in all cases be below tillage and drainage tile depth (at least 36 inches). Lessee agrees to restore the surface as near as practicable to the condition it was in prior to such installation. Lessee shall comply with all applicable rules, regulations, and statutes regarding pipeline construction, maintenance, and operation. Absent a separate right of way agreement Lessee's right to use said pipelines terminates when Lessee's production from the Leased Premises or lands unitized with the Leased Premises permanently ceases. Any utility lines used by Lessee in its Operations shall be buried upon the written request of Lessor. Such utility lines shall be removed upon termination of this Lease, unless Lessor agrees in writing to have such utility lines kept in place. Lessee shall provide Lessor a plat map showing the location and depth of all buried utility lines and pipelines.

**Fencing:** Upon Lessor's written request, Lessee is required, at its sole cost and expense, to fence all wells, well sites, tank batteries, pits, separators, drip stations, pump engines, or other equipment permanently located on the Leased Premises. All fences must be kept in good repair by the Lessee.

**Gates:** Upon Lessor's written request, Lessee is required, at its sole cost and expense, to construct gates on all access roads and provide an access key or double lock system allowing access by both Lessor and Lessee. Gates must be closed and locked at all times when equipment is not being accessed and when Lessee's personnel are not on the Leased Premises.

**Roads:** Roadways or drives constructed by Lessee on the Leased Premises during its Operations shall not exceed fifty (50) feet in width or a minimum width required to perform required Operations. After the completion of all planned operations on the Leased Premises, in the event of a producing well on the Leased Premises, any permanent access road for well servicing purposes shall be a maximum of twenty (20) feet or a minimum width required to perform maintenance or other Operations. Lessee agrees to improve, construct or maintain all roads used by it in good repair utilizing shale, gravel, or crushed stone, culverts and supports as necessary to provide a smooth, rut-free all-weather surface. When such roads are no longer being used, Lessee agrees, upon Lessor's request, to remove toppings and to restore the surface as nearly as practicable to its former condition. Lessee shall not use shale, gravel, or crushed stone sourced from the Leased Premises without the prior written consent of Lessor. Lessee shall prevent its employees, agents and contractors from operating vehicles in a negligent manner or at speeds in excess of twenty-five (25) miles per hour while on the Leased Premises.

**Pits:** Any pit permitted under this Lease will conform to all applicable regulatory requirements (state, local, and federal) and will conform to the best industry practices. Lessee will immediately notify all applicable regulatory authorities and Lessor of any damage to such facilities.

**Soil Testing:** For areas within the Limits of Disturbance upon Lessor's written request, Lessee shall, at its sole cost and expense, have Lessor's current soil tested by an independent third party agreed upon by Lessor and Lessee: (1) prior to the commencement of spudding any well on the Leased Premises, (2) twelve (12) months from the date of completion of any well on the Leased Premises, (3) twenty-four (24) months from the date of completion of any well on the Leased Premises, and (4) within sixty (60) days following the completion of drilling Operations on the Leased Premises. All tests provided for herein must meet all applicable EPA requirements and Lessor shall be provided complete copies of any and all testing results and data. If such test results reflect a material adverse change in the Lessor's soil quality, then Lessee shall use its best efforts to return the soil to its pre drilling condition.

**Timber:** Lessee shall notify Lessor in writing at least forty-five (45) calendar days prior to any removal by Lessee of marketable timber (marketability to be within the reasonable discretion of a certified professional forester). At Lessor's option, Lessor may choose to harvest timber, which shall be complete by the end of the 45 day period, or Lessor may require an appraisal on the timber by a qualified independent certified, professional forester, at Lessee's expense, and Lessee shall pay Lessor the appraised value for the timber identified prior to its removal by Lessee.

**Firewalling and Maintenance of Production Equipment:** Dikes, firewalls or other methods of secondary containment must be constructed and maintained at all times around all tanks, separators and receptacles so as to contain a sufficient volume of liquid to accomplish the intended purposes.

**Maintenance and Repair:** Maintenance and repair of roadways and all other facilities used by Lessee in connection with this Lease shall be the sole responsibility of the Lessee. If Lessor sends written notice to Lessee informing Lessee of any repairs or other maintenance to roads or other facilities that the Lessee has failed to address and the Lessee fails to initiate the repair or other maintenance within thirty (30) days of the written notice being sent or fails to complete the repairs or other maintenance within sixty (60) days of the notice being sent (if the repairs are capable of being completed within the 60 day period) then Lessor reserves the right to repair and maintain the roadways and the Lessee agrees to fully reimburse Lessor for the cost of the maintenance or repair undertaken by the Lessor.

**Hydraulic Fracturing:** Lessee shall not use, dispose of or release on the Leased Premises or permit to exist or to be used, disposed of or released on the Leased Premises 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 Leased Premises) 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 Leased Premises, Lessee shall promptly notify Lessor and any 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. Lessee represents and warrants that during any hydraulic fracturing process it will not use any chemicals it has not been permitted to use by an applicable governmental, regulatory, state or federal agency, for the purposes of fracturing or pumping the same into any formation in and/or under the Leased Premises. Upon Lessor's written request Lessee will provide Lessor with all Material Safety Data Sheets (MSDS) available for any chemicals used by Lessee in its hydraulic fracturing process on the Leased Premises.

#### **ARTICLE VII. TAXES AND ASSESSMENTS**

**Taxes:** Lessee shall pay all taxes and/or assessments on Leased Products, and any increase in other taxes attributable to Lessee's operations imposed by any local, state, or federal entity or governmental unit attributable to, or resulting from Lessee's operations under the tax and assessment structure in effect at the time of the execution of this lease. Lessee shall, in addition, pay all severance taxes or other excise or personal property taxes arising out of or relating to this Lease and/or the Leased Products under the tax and assessment structure in effect at the time of the execution of this lease. In the event Ad Valorem and/or other real property taxes pertaining to or attributable to the Leased Premises, or any property associated therewith, are increased in any manner by reason of the Operations of Lessee relating to the Leased Premises, Lessee shall be responsible for the amount of any such tax increase and shall reimburse Lessor for the amount of such increase within thirty (30) days after Lessor provides Lessee with written documentation reflecting such increase and the basis thereof. Subsequent to the execution of this Lease, in the event there is a change in Ohio tax code that provides for an increase in ad valorem taxes or severance tax or any other tax attributable to or resulting from the assessment of oil and gas due to oil and gas production from the leased premises, Lessor and Lessee agree to abide by the law and pay their proportional share accordingly.

**Agricultural Programs:** In the event the Leased Premises are subject to any federal, state, local and/or agricultural program (e.g. CAUV, CREP, CRP, Forest Land Program, etc.), and any roll-back or reimbursement or recoupment or retroactive assessment (including interest and penalties therefrom) is made against the Leased Premises on account of, arising out of, or relating to the Operations of Lessee on the Leased Premises, Lessee shall be responsible for paying Lessor any and all such amounts, but only insofar as such amounts imposed result from operations on the portion of the Leased Premises actually utilized by Lessee's Operations.

#### **ARTICLE VIII. TITLE AND WARRANTIES**

**Lessor Limited Warranty:** It shall be Lessee's burden and obligation to assure itself of the quality of title to the Leased Premises.

**Title Curative:** Lessor agrees to cooperate with the Lessee in resolving title issues.

**Monies Paid:** Any monies paid to Lessor under the terms of this Lease are nonrefundable and under no circumstances will Lessee initiate any kind of action to recover any monies paid to Lessor.

**Lessor Encumbrances:** Any mortgage, lease, easement, or other interest granted by Lessor voluntarily after the Effective Date of this Lease shall be subject to this Lease. If Lessor defaults on any obligation secured by any lien or encumbrance on the Leased Premises during the term of this Lease, Lessee may, in its sole discretion, pay and discharge such obligation on behalf of Lessor but only if Lessee gives Lessor at least forty-five (45) calendar days prior written notice of such intention to pay and after receipt of said notice Lessor makes no arrangements to address the amount in default. If Lessee makes such payment in compliance with the terms outlined above, the Lessee shall be entitled to recover from Lessor by deduction from any future payments to Lessor, with interest at Ohio's legal rate for judgments, amounts actually paid by Lessee to discharge such obligations.

**Liens Against Lessee:** If any lien or encumbrance is filed against the Leased Premises arising out of or pertaining to any Operations by Lessee or anyone contracting with Lessee, Lessee shall, within forty-five (45) calendar days following the date such lien or encumbrance is recorded, cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.

**Lessor Interest:** If Lessor owns an interest in the Leased Premises that is less than the entire fee simple estate, then all royalties, rentals, and other payments provided for under this Lease shall be paid in the proportion that Lessor's interest in the Leased Premises bears to the entire undivided fee simple estate.

#### **ARTICLE IX. TERMINATION AND RELEASE**

**Termination:** Upon termination of this Lease or any portion thereof for any reason, or upon expiration of this Lease, Lessee shall provide Lessor with a surrender or other written cancellation of this Lease in recordable form, cause such document to be promptly recorded and deliver such document to Lessor within sixty (60) calendar days after the date of termination or expiration. In the event that the Lessee does not comply with the terms of this provision, and there is no bona fide dispute as to the termination or expiration of the lease, Lessee grants to Lessor the right and authority, to take any other steps to evidence the said termination or expiration of this Lease, including but not limited to following the Ohio Affidavit of Forfeiture statute and/or initiating proceedings to quiet Lessor's title, and Lessee shall be obligated to pay all of Lessor's costs, including but not limited to reasonable attorneys' fees as well as any damages accruing to Lessor from Lessee's non-compliance therewith.

**Removal of Equipment:** The Lessee, upon expiration or other termination of this Lease, is obligated to remove all fixtures, improvements, pumps, tanks, tubing, casing, machinery, unused pipelines, rubbish, debris and all other property it has placed on the Leased Premises. This duty must be performed within six (6) months after expiration or other termination of this Lease, or the release of any lands covered by this Lease, or Lessor may claim the property, in whole or in part, or have property and fixtures removed, in whole or in part, at Lessee's sole

expense including all of Lessor's reasonable attorneys' fees. This provision may not apply if the Lessee sells equipment to Lessor in a separately negotiated agreement.

**Plugging:** In the event Lessee deems a well is not producing in commercial quantities Lessee shall promptly, properly and effectively plug all wells on the Leased Premises in accordance with the regulations of the State of Ohio.

#### **ARTICLE X. LESSOR'S INFORMATION RIGHTS, ETC.**

**Information Rights:** Lessee grants to Lessor or Lessor's authorized agent, the right to annually inspect, examine and make copies of the Lessee's books, accounts, contracts, and all other records pertaining to production, transportation, sale, and marketing of Leased Products from the Leased Premises at any time during normal business hours. In exercising this right Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee. If as a result of such inspection Lessor discovers a deficiency in payment of royalties or other amounts due to Lessor under this Lease, Lessee will be liable for the amount of the deficiency plus interest at the maximum rate allowed by law. In the event that the deficiency exceeds 125% of the amount actually owed to Lessor, then Lessee shall pay all reasonable costs incurred by Lessor in conducting the inspection that led to discovery of the deficiency.

#### **ARTICLE XI. ASSIGNMENT OR TRANSFER OF LESSEE INTEREST**

**Assignment of Lease:** The rights of either party hereunder may be assigned or otherwise transferred, in whole or in part and as to any horizon, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such assignee were an original party to this Lease. Lessee and any assignee shall provide to Lessor a true copy of any assignment with recording information reflected thereon (if recorded) and addresses of all assignees within thirty (30) days of making such assignment. Failure by Lessee to satisfy any of the above stated obligations shall constitute a default and be subject to the default provisions of this Lease.

#### **ARTICLE XII. LESSEE COMPLIANCE**

**Laws:** Lessee agrees that everything done by it in connection with this Lease shall be done in a good and workmanlike manner and in accordance with all applicable laws, orders, rules, and regulations, including, without limitation, all applicable environmental rules and regulations. Lessee's failure to comply with any applicable law, regulation, or order shall be a default under this Lease subject to the default provisions in this Lease. In addition to other requirements herein provided, in all instances, Lessee shall undertake the restoration of the Leased Premises to the condition required under the applicable laws of the State of Ohio prior to or within three (3) months following expiration or other termination of this Lease. Lessee shall also use the best industry practices, and all reasonable safeguards to prevent its operations from: (i) causing or contributing to soil erosion, (ii) polluting or contaminating any environmental medium, (iii) decreasing the fertility of the soil, (iv) damaging crops, native or cultivated grasses, trees, or pastures, (v) harming or in any way injuring persons or animals, and (vi) damaging buildings, roads, structures, improvements, farm implements, gates or fences. Lessee shall dispose of salt water, frac water or liquid waste oil and other waste in accordance with the rules and regulations of the Ohio Department of Natural Resources and all other applicable governmental authorities.

**Insurance:** At any and all times the Lessee or any person acting on Lessee's behalf is on or about the Leased Premises, Lessee agrees that it will carry at least the following insurance coverage with one or more financially sound insurance carriers: a.) Commercial General Liability of \$6,000,000 minimum coverage for bodily injury, property damage, contractual liability, products/completed operations and personal injury for all Operations on the Leased Premises, b.) Umbrella Liability Insurance of \$6,000,000 minimum coverage, c.) Workers Compensation and Employer's Liability Insurance in the form prescribed by laws of the state of Ohio, d.) Environmental Liability Insurance of \$5,000,000 minimum coverage, and e.) Business Auto and Umbrella Liability Insurance of \$5,000,000 minimum coverage. Such insurance policies shall waive all rights of subrogation against Lessor. Upon request, in the event the pad location is located on the Leased Premises, Lessee shall furnish Lessor, prior to drilling, with a Certificate of Insurance naming Lessor as an additional insured. Any Certificate of Insurance under this section shall not be reduced or canceled until at least thirty (30) days after Lessor receives written notice of such change or cancellation.

**Indemnity:** Lessee agrees to indemnify, defend, and hold harmless Lessor and Lessor's heirs, successors, agents, assigns, and any other person acting under Lessor's direction and/or control against any and all claims, damages, costs, losses, liabilities, expenses (including but not limited to any reasonable attorneys' fees, expert fees, and court costs) arising out of, incidental to or resulting from the Lessee's Operations and actions, and the Operations and actions of Lessee's servants, agents, employees, guests, licensees, invitees, independent contractors, assigns, or any other person acting under Lessee's direction and control. Lessee's obligations hereunder shall survive the termination of this Lease.

#### **ARTICLE XIII. FORCE MAJEURE**

**Force Majeure:** In the event the Lessee is unable to perform any of the acts to be performed by the Lessee (except payment of money as required under the terms of this lease or required by a court of law) by reason of force majeure, including but not limited to events outside the control of Lessee, acts of God, strikes, riots, and governmental restrictions or any other cause which makes performance of the Lessee's duties unreasonable or impossible, the Lessee shall provide written notice to Lessor within thirty (30) days of the force majeure event. This Lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within Lease expire for a period of one hundred twenty (120) days after the termination of any force majeure. Any delay by a governmental agency beyond ninety (90) days from the date of application to obtain any required permit to drill, complete or re-work a well shall be grounds to invoke force majeure until the permit is granted. If this Lease is the subject matter of any lawsuit, arbitration proceeding or action, then this Lease shall not expire during the pendency of such lawsuit, proceeding or action, or any appeal thereof, and the time period of the lawsuit, arbitration proceeding or action, or any appeal thereof, shall be added to the term of this Lease, absent such lawsuit, proceeding or action or any appeal thereof. A force majeure event as set forth above shall not exceed a period of thirty six months.

**Coal Force Majeure:** If, after using all its best efforts to obtain a drilling permit should Lessee's operations be delayed, postponed or interrupted as a result of any coal, stone or other 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. In the event a coal force majeure event is declared Lessee shall, upon termination of the conditions which caused the force majeure event or at least once every 12 months, use its best efforts to obtain a drilling permit to develop the Leasehold Acreage.

#### **ARTICLE XIV. NOTICES AND DEFAULT**

**Notice of Default:** This lease shall not be subject to civil action or other proceeding to enforce a claim of default or forfeiture due to Lessee's alleged failure to perform as specified herein, unless Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within sixty (60) days from receipt of the notice or such longer time as may be reasonably necessary under the circumstances to satisfy Lessor's demand, but shall not exceed 180 days unless agreed upon by Lessor and Lessee. Any notices required under this Lease shall be deemed sufficiently given if personally delivered or mailed by certified mail, return receipt requested, to the Lessor and/or the Lessee, whichever is applicable, at their respective addresses recited above Article I, or to such other address as either shall notify the other in writing. In the event Lessee assigns all or any part of this Lease without properly providing Lessor with a copy of such recorded assignment which includes the assignee's address, the Lessee shall be jointly and severally liable for all of assignee's obligations under this Lease notwithstanding any language to the contrary.

**Default on Payment Terms:** Failure of Lessee to timely pay Lessor any amounts required under this Lease shall, at Lessor's option, be deemed a default by Lessee subject to the default notice requirements set forth in this Lease.

**Execution and Recording:** The Lessor and Lessee shall execute two copies of this Lease and Memorandum of Lease. The Memorandum of Lease will be recorded and a copy provided to Lessor within 30 days of receipt of the recorded document by Lessee

**Reports and Documents:** Upon written request by Lessor, a copy of all documents Lessee files with the Ohio DNR Division of Oil and Gas Resources Management, pertaining to this Lease shall be delivered to the Lessor within forty-five (45) days of filing with the Ohio DNR Division of Oil and Gas Resources Management and Lessee shall give Lessor at least ten (10) days advance written notice of the spud date



and commencement date of any drilling on the Leased Premises. Lessee shall provide Lessor written notice of any judicial proceedings brought to the attention of Lessee affecting the Leased Premises.

**ARTICLE XV. LESSEE COVENANTS**

**Lessee Covenants:** Any and all duties and obligations Lessee has are under implied covenants to benefit landowners and covenants under this lease. The Lessee will utilize current and future technologies to develop the property as operator sees fits after drilling an initial well, as a prudent operator all reasonable efforts to maximize the development of the resources associated with the Leased Premises in a prudent and efficient manner will be employed with the intent and purpose to cause all of Lessor’s acreage to be included in one or more units of production, primarily implementing horizontal drilling techniques, but not excluding vertical techniques so as to maximize production recovery of all the oil and gas resources and to minimize or eliminate any “orphan” acreage. It is mutually agreed and understood that the operator, but for force majeure or government prohibitions, will use its best efforts as a prudent operator to fully produce and include all of Lessor’s acreage in one or more operating units.

**ARTICLE XVI. ACTIONS AND PROCEEDINGS**

**No Arbitration:** Arbitration shall not be a remedy for dispute resolution under this Lease.

**Governing Law and Ohio Courts:** This Lease shall be governed in accordance with the laws of the State of Ohio. Any actions or proceedings arising in connection with this Lease or performance thereunder shall be ascertained and determined by the Ohio state court in the county where the Lease is recorded.

**ARTICLE XVII. HEADINGS and MISCELLANEOUS**

**Section Headings:** The Section Headings contained herein are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

**Entire Contract:** The entire agreement between Lessor and Lessee is embodied in this Lease, Memorandum, and Order of Payment attached hereto. In the event of an inconsistency the Order of Payment shall control. No oral warranties, representation, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

**Severability:** If any portion of this Lease is held invalid or unenforceable, the other provisions shall remain in full force and effect.

**ARTICLE XVIII. DEFINITIONS**

**Commercial Quantities:** “Commercial Quantities” shall mean production of quantities of Leased Products sufficient to yield a profit to the Lessee over operating, marketing and related overhead expenses.

**Operations:** “Operations” shall mean any action done by Lessee (or by Lessee’s servants, agents, employees, guests, licensees, invitees, independent contractors, assigns, or any other person acting under the Lessee’s direction or control) related to or in connection with the activities contemplated by this Lease.

**Commence Operations:** Commencement of operations shall be defined as Lessee having secured a drilling permit from the State and further entering upon the herein described premises with equipment necessary to build any access road(s) for drilling of a well subsequently followed promptly by a drilling rig for the spudding of the well to be drilled.

**Completion of Operations:** “Completion of Operations” shall mean the completion of all planned drilling operations as to equipment and facilities relating to drilling, including any associated pits, tanks, or other facilities no longer needed for production, or in the event of a dry hole, all such facilities.

**Affiliate:** An “Affiliate” is any entity in which Lessee, or any parent company, subsidiary, or affiliate of Lessee, owns an interest of more than ten percent (10%) or exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation or other entity which owns an interest in or exercises any degree of control, directly or indirectly, over Lessee.

**Pad:** “Pad” is defined as any construction designed to facilitate one or more wells in a concentrated surface area.

**Production Unit:** “Production Unit” is defined as a unit of one or more tracts which are brought together by the Lessee for the purpose of forming a drillsite complying with the state requirements for drilling one well in order to develop the lands as if they were under a single lease.

**Pooled Unit:** “Pooled Unit” is defined as land described in this Lease which Lessee has pooled, prior to drilling, with contiguous land covered with other leases so as to establish one or more pooled development units. A Pooled Unit may also be a production unit.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

**LESSOR:**

**Belmont County Board of Commissioners**

*Matt Coffland /s/*

**Matt Coffland, President**

*Mark A. Thomas /s/*

**Mark A. Thomas, Vice-President**

*Ginny Favede /s/*

**Ginny Favede, Commissioner**

**LESSEE:**

**Rice Drilling D LLC**

**Toby Z. Rice**

**Chief Operating Officer**

**EXHIBIT “A”**

This Exhibit "A" is attached to and made part of that certain Order of Payment dated **December 11, 2014**, by and between **The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners**, as Lessor, and **Rice Drilling D LLC**, as Lessee.

**LEGAL DESCRIPTION OF THE LEASED PREMISES**

<b>Tax Parcel ID Number</b>	<b>Section</b>	<b>Township</b>	<b>Range</b>	<b>Gross Acreage</b>	<b>Deed Book Volume &amp; Page</b>
39-00545.002	23	8	5	0.26	39/856
32-01411.082	23	7	4	0.17	765/689
33-00032.030	32	7	4	1.39	752/356
32-60017.000	12	7	4	0.15	452/512

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE RELEASE OF LIABILITY PERTAINING TO OIL AND GAS OWNERSHIP INFORMATION RELEASING THE TITLE REPORT UTILIZED BY RICE DRILLING D LLC RELATIVE TO THE OIL AND GAS LEASE DATED JUNE 11, 2014**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the **Release of Liability Pertaining to Oil and Gas Ownership Information** releasing the Title Report utilized by Rice Drilling B LLC relative to the oil and gas lease dated June 11, 2014.

**RELEASE OF LIABILITY PERTAINING TO OIL AND GAS OWNERSHIP INFORMATION**

This instrument (the "Release") is entered into this 11th day of December, 2014 by and between The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, herein called "Lessor" whose address is 101 West Main Street, St. Clairsville, OH 43950, and Rice Drilling D LLC, a Delaware Limited Liability Company, herein called "Lessee", whose address is 400 Woodcliff Drive, Canonsburg, PA 15317.

WHEREAS, reference is herein made to that certain oil and gas lease dated effective the 11<sup>th</sup> day of June, 2014, the memorandum of which lease is recorded in Deed Book 490, Page 985 of the office of the Recorder of Deeds, Belmont County, Pennsylvania (the "Lease");

WHEREAS, Lessee has performed preliminary title research (the "Title Report") on the parcels referenced on the Lease which may identify issues affecting Lessor's ownership of the oil and gas underlying one or more of the parcels on the above-mentioned Lease;

WHEREAS, Lessor wishes to examine the Title Report utilized by Lessee in identifying the above-mentioned issues;

WHEREAS, Lessee has agreed to release the Title Report, for informational purposes only, to the Lessor;

WHEREAS, prior to releasing the Title Report, Lessee desires to have Lessor release Lessee from any and all liability resulting from Lessor's reliance on the information contained within the Title Report.

NOW THEREFORE, in consideration of the mutual covenants by Lessor to release all claims arising out of the Title Report or reliance related thereto and by the Lessee to release the Title Report, Lessor agrees that, in exchange for the above-mentioned Title Report, Lessor releases Lessee from any and all liability that may result from Lessor's reliance on the information within the Title Report.

This Release may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Release embodies the entirety of the discussions between Lessor and Lessee or other third parties. Lessor and Lessee agree that this agreement is the final product of those discussions and will control in any future disputes arising out the Title Report or reliance related thereto.

Executed this 11th day of December, 2014.

IN WITNESS WHEREOF, the LESSOR has signed this Release.

LESSOR:

Belmont County Board of Commissioners

Matt Coffland /s/

Matt Coffland, President

Ginny Favede /s/

Ginny Favede, Commissioner

Mark A. Thomas /s/

Mark A. Thomas, Vice-President

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADOPTING RESOLUTION TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT ON WAYNE TOWNSHIP ROADS/ENGINEER**

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

**Whereas**, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

**Whereas**, the Belmont County Engineer has recommended that the Wayne Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2014 and ending April 15, 2015.

Upon roll call the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Yes</u>

Adopted December 11, 2014

**OPEN PUBLIC FORUM** - Richard Hord inquired what the advantages were to have the animal shelter under the Board of Commissioners and if other animal shelters in the area are under their Board of Commissioners. Mrs. Favede said Ohio County in Wheeling, WV, and Jefferson County are both under their Board of Commissioners. She said the board did a lot of research in the past year in making the best decision for the animal shelter.

A resident of Barnesville (Scott) stated several residents are concerned with the air quality in Barnesville with all the industrial activity going on. He said it seems like the state is struggling to keep up with everything that's happening in the area. He contacted a company out of California that does community based air quality testing and trains community members to be certified to use portable monitoring kits. A proposal was presented to the Barnesville Council last month. Since most of the activity is outside the corporation limit, the Village of Barnesville is not able to help financially with purchasing the kits. He is going to forward the information on to the Commissioners and asks that they consider the proposal. Mrs. Favede questioned even if there was an opportunity to do this, who would enforce the violations of the air quality control? Scott said they are just trying the help the EPA keep up with the huge amount of work we've asked them to do. He said New York has done this and it is up to the state what they do with the information. He said we can assist them (EPA) to know where there are high levels. Mr. Coffland said Belomar does air quality control on a lot of their projects. Scott said this is for problem areas where there are health issues.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Lori O'Grady, HR Manager and Vince Gianangeli, Director, Belmont Co. Dept. of Job and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn executive session.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF AUTHORIZING THE HIRING OF  
ASHLEY BOBEK AS A FULL TIME PERMANENT PUBLIC  
ASSISTANCE CASE MANAGER FOR THE BELMONT COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following Resolution:

**RESOLUTION**

**WHEREAS**, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

**WHEREAS**, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

**NOW THEREFORE, BE IT RESOLVED THAT**, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, at his discretion, the authority to hire Ms. Ashley Bobek as a Public Assistance Case Manager. Ms. Bobek will be employed as a full time permanent, bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**9:45 Doc Householder, Executive Director, Belmont County Tourism Council, Dr. John Mattox and John Marshall  
Re: National Road Association Plaque Presentation**

A plaque was presented to the Board of Commissioners by the Ohio National Road Association for their efforts in restoring the Belmont County Sheriff's residence. Mrs. Favede said she was thrilled for the opportunity to restore the Sheriff's residence and grateful for partnering with communities. Mr. Thomas gave credit to former Commissioners Probst and Longshaw for working with Dennis Bigler, City of St. Clairsville Service Director, on completing the grant. He also thanked Commissioners Coffland and Favede for continuing working on the project.

**IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO  
SIGN THE CONTRACT WITH SOURCE FITNESS FOR THE BELMONT  
COUNTY LIVING WELL EMPLOYEE WELLNESS PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commissioner Favede to sign the contract with Source Fitness for the Belmont County Living Well Employee Wellness Program in the amount of \$7,800.00 for the period of January 5, 2015 to March 9, 2015.

**SOURCE FITNESS**

December 11<sup>th</sup>, 2014

Belmont County Commissioner's Office

Attn: Commissioner Favede

100 West Main Street

Saint Clairsville, Ohio 43950

Re: Contract for Belmont County Living Well Employee Wellness Program

This contract hereby declares that Source Fitness, LLC ("Source") will partner with the Belmont County Commissioner's Office ("Commissioner's Office") to implement the Belmont County Living Well Employee Wellness Program ("Living Well Program"). In exchange for \$7,800 Source agrees to provide exercise, nutrition and general health instruction for up to 40 Belmont County Employees from the time period of January 5<sup>th</sup>, 2015 to March 9<sup>th</sup>, 2015 based on the details outlined below.

The overall objective of the Living Well Program is to improve the wellness and fitness of participating Belmont County Employees.

Specifically, Source will provide nutritional education bi-monthly at a location convenient for participating members. Additionally, Source agrees to conduct pre and post program assessments and surveys to evaluate and monitor the program's effectiveness. Source will share the results of those surveys with the Commissioner's Office. The program assessments will include tracking bodyweight, and a Functional Movement Screen Conducted by a licensed Doctor of Physical Therapy. The Living Well Program also includes sessions with the Source staff up to four times a week for the twelve-week program time period. Source will provide to all participants a three-month Source membership, which includes 24-hour key card access and a Living Well Program tee shirt. Lastly, Source will cover the expense of all printing for take home information for participants as well the overall implementation and program coordination.

Source hereby agrees to the following timeline: On December 15<sup>th</sup>, 2014 Source and the Commissioner's Office will announce the program details to County Employees and the sign up period will begin from that date until January 5<sup>th</sup>, 2015. On January 5<sup>th</sup>, 2015 the program assessments bi-weekly group training sessions, and bi-monthly education sessions will start. On March 9<sup>th</sup>, 2015 the Living Well Program will conclude and post-program assessments will be administered. Source will review the findings and provide their assessments to the Commissioner's Office by March 31<sup>st</sup>, 2015.

Source Fitness, LLC

Justin Green /s/

Justin Green, Owner

12-11-14

Belmont County Commissioner's Office

Ginny Favede /s/  
Commissioner Ginny Favede  
12-11-14

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**DISCUSSION**-Commissioner Favede noted that this contract will be paid from the CEBCO Wellness Grant.

**RECONVENED TUESDAY, DECEMBER 16, 2014. PRESENT: COMMISSIONERS FAVEDE AND COFFLAND.  
ABSENT: COMMISSIONER THOMAS**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:09 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with Sheriff Lucas, Brent Carpenter and Stephanie Miller, RN, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 12:18 P.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn executive session.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Absent

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:18 P.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 12:18 p.m.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Absent

Read, approved and signed this 17th day of December, 2014.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

We, Matt Coffland 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.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK