

St. Clairsville, Ohio

October 23, 2013

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., 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 Mrs. Favede, 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-Frank Pierce	Mileage reimbursement-Frank Pierce/General Fund	110.52
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	547.71
A&K-MOS MicroMaid Office System	Ink Cartridges/General Fund and Engineer MVGT Fund	253.64
A-Robert Quirk	Reimburse mileage/General Fund	171.27
A-Times-Leader	Jury Pull/General Fund	42.45
A-Treasurer of State	Audit Fees/General Fund	7,298.00
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	670.54
E-PowerPhone, Inc.	EMD Recert/Active Shooting Response Class/911 Fund	358.00
N-Stonegate Construction	Water line extension/Port Authority EORIP Contract Project Fund	47,384.01
O-USDA Rural Development	Principal/WWS#3 Phase II Bond Fund	\$316,228.75
P-Applied Ind Tech	Equipment/WWS#3 Revenue Fund	287.76
P-Belmont County Sanitary Sewer	Transfer/BCSSD Funds	291,740.12
P-Central Painting & Sandblasting	Repairs/WWS#3 Revenue Fund	2,000.00
P-Diebold	Equipment/BCSSD Funds	500.00
P-EORWA	Sewage disposal/BCSSD Funds	29,398.46
S-Cardmember Service	Expenses and activities/Oakview Juvenile Residential Center Fund	620.41
S-Draft-Co., Inc.	Web hosting/Port Authority Fund	89.70
S-Glynis Valenti	Reimburse expenses/Port Authority Fund	53.98
S-Sam's Club	Food and supplies/District Detention Home Fund	2,214.43
S-United Bank	Armory property mortgage/Port Authority Fund	1,793.62
S-Wal-Mart Community	Supplies and food/District Detention Home Fund	2,108.15
S-Walmart Community/GEGRB	Food and supplies/Oakview Juvenile Residential Center Fund	617.64
Y-Buckeye Hills-Hocking VA	Local Share Issue 2/Issue Two Match Monies	500.00
Y-Health Plan PPO	Nov. 2013 Hospitalization/Employer's Share Holding Account	379,726.07

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 23, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$15,940.01
A-GENERAL/AUDITOR	\$3,214.23
A-GENERAL/COMMON PLEAS COURT	\$4,907.43
A-GENERAL/EMA	\$521.26
A-GENERAL/PROBATE COURT	\$831.50
A-GENERAL/SHERIFF	\$2,638.82
A-GENERAL/911	\$559.12
B-Dog Kennel	\$380.30
C-Indigent Guardianship Fund	\$300.00
H-Job & Family, CSEA	\$229.99
H-Job & Family, Public Assistance	\$158.98; \$1,839.79; \$23,919.05; \$8,658.00
H-Job & Family, WIA	\$80,761.60; \$23,363.94
J-Real Estate Assessment	\$166.75
K-Engineer MVGT	\$31,031.49; \$860.01
M-Juvenile Ct.-Placement Services	\$10,200.00
M-Juvenile Ct.-Placement II	\$800.00
M-Juvenile Ct.-Title IV-E Reimb.	\$1,875.03
N-Courthouse Bldg. Repairs	\$2,650.00
P-Oakview Admn Bldg.	\$586.55
P-Sanitary Sewer District	\$7,050.21; \$604.35; \$14,025.85
S-Certificate of Title Adm Fund	179.20
S-Clerk of Courts Computer Fund	\$1,744.04
S-Common Pleas Ct. General Special Projects	\$2,551.20
S-District Detention Home	\$2,844.99
S-Eastern Div. Court Computer Fund	\$3,741.54
S-Eastern Ct. General Special Projects	\$777.72
S-Job & Family, Children Services	\$75,301.50; \$2,373.50; \$8,161.99
S-Job & Family, Senior Program	\$10,064.94; \$16,790.41
S-Juvenile Ct-Computer Fund	\$83.90
S-Juvenile Ct-General Special Projects	\$350.00
S-Oakview Juvenile Residential Center	\$3,237.37
S-Sheriff CCW	\$2,754.80
S-Sheriff Commissary	\$200.18
T-Sanitary Sewer District	\$2,336.75
U-Sheriff Reserve Account	\$5,053.60

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within the following funds:

BELMONT COUNTY JUVENILE COURT/GENERAL FUND

FROM	TO	AMOUNT
E-0082-A002-C31.002 Salaries-Employees	E-0082-A002-C32.010 Supplies	\$ 4,000.00
E-0082-A002-C31.002 Salaries-Employees	E-0082-A002-C20.010 Supplies	\$ 3,000.00
E-0082-A002-C22.000 Contract Repairs	E-0082-A002-C20.010 Supplies	\$ 557.00

BELMONT COUNTY 911/GENERAL FUND

FROM	TO	AMOUNT
E-0056-A006-E01.002 Salaries-Employees	E-0056-A006-E12.007 Unemployment	\$ 1,285.01

BELMONT COUNTY SHERIFF/GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A09.000 Medical	E-0131-A006-A10.000 Transport Prisoners	\$ 300.00

BELMONT COUNTY RECORDER/GENERAL FUND

FROM	TO	AMOUNT
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B09.003 PERS	\$ 10,000.00
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B03.010 Supplies	\$ 50,000.00
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B06.011 Contract-Services	\$ 50,000.00

BELMONT COUNTY SANITARY SEWER DISTRICT/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3704-P051-P09.000 Sewer Disposal	E-3704-P051-P07.011 Contract Services	\$ 11,000.00
E-3705-P053-P16.074 Transfer Out	E-3705-P053-P05.000 Materials	\$ 30,000.00
E-3705-P053-P16.074 Transfer Out	E-3705-P053-P07.011 Contract Services	\$ 30,000.00
E-3706-P055-P01.002 Salaries	E-3706-P055-P07.011 Contract Services	\$ 2,500.00
E-3705-P053-P16.074 Transfer Out	E-3705-P053-P15.000 Other Expenses	\$ 10,000.00
E-3701-P003-P23.011 Contract Services	E-3701-P003-P18.010 Supplies	\$ 20.00
E-3702-P005-P23.011 Contract Services	E-3702-P005-P18.010 Supplies	\$ 69.61
E-3704-P051-P07.011 Contract Services	E-3704-P051-P02.010 Supplies	\$ 7.79
E-3705-P053-P07.011 Contract Services	E-3705-P053-P02.010 Supplies	\$ 6.06
E-3706-P055-P07.011 Contract Services	E-3706-P055-P02.010 Supplies	\$ 1.33
E-3707-P056-P07.011 Contract Services	E-3707-P056-P02.010 Supplies	\$.50

OAKVIEW JUVENILE RESIDENTIAL REHAB FUND S30

FROM	TO	AMOUNT
E-8010-S30-S40.000 Grant Holding	E-8010-S30-S51.002 Salaries	\$ 3,137.86
E-8010-S30-S67.004 Workers Comp	E-8010-S30-S51.002 Salaries	\$ 6,468.94
E-8010-S30-S69.007 Unemployment	E-8010-S30-S51.002 Salaries	\$ 2,500.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within the General Fund:

FROM	TO	AMOUNT
<i>Commissioners</i>	<i>Miscellaneous</i>	
E-0051-A001-A50.000 Budget Stabilization Reserve	E-0257-A015-A15.074 Transfers Out	\$162,765.00

In preparation of transferring the money to the Ohio Valley Mall Lift Station Upgrade Fund/N80.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the following transfers between the following funds:

BELMONT CO. SHERIFF/COMMISSARY FUND S00 AND

BELMONT CO. SHERIFF/VARIOUS FUNDS

FROM	TO	AMOUNT
E-5100-S000-S01.010 Supplies	E-0131-A006-A03.002 Salaries-Jail	\$8,252.64
E-5100-S000-S01.010 Supplies	E-0131-A006-A13.003 PERS/SPRS	\$1,493.72
E-5100-S000-S01.010 Supplies	E-9891-Y091-Y01.006 Health Insurance	\$3,514.05
E-5100-S000-S01.010 Supplies	E-0256-A014-A14.004 Wk. Comp/GF	\$330.11

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER BETWEEN
THE BEMONT COUNTY GENERAL FUND AND THE
OHIO VALLEY MALL LIFT STATION UPGRADE FUND-N80**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer between the Belmont County General Fund and the Ohio Valley Mall Lift Station Upgrade Fund-N80:

FROM	TO	AMOUNT
E-0257-A017-A15.074 Transfers Out	R-9080-N080-N05.574 Transfers In	\$162,765.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, 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 date of October 23, 2013:

BELMONT CO. SSD/WWS #3 PHASE II BOND FUND O07

E-9204-O007-O01.050	Principal Payment	\$ 97,000.00
E-9204-O007-O02.051	Interest Payment	\$219,228.75

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies.

CDBG - \$41,191.00 paid into R-9702-T011-T01.501 CDBG – Grant FORMULA on Oct. 18, 2013, Draw No. 165, Grant #B-W-11-1AG-1.

\$40,990.00 paid into R-9702-T011-T01.501 CDBG – Grant FORMULA on Oct. 18, 2013, Draw No. 166, Grant #B-F-12-1AG-1.

\$13,694.00 paid into R-9702-T011-T01.501 CDBG – Grant FORUMULA on Oct. 21, 2013, Draw No. 167, Grant #B-W-11-1AG-1.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

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

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

BCDJFS – Sue Hines, a driver and Senior members to travel to Caldwell, OH, on Nov. 7, 2013, for a Bethesda Senior Center outing.

Estimated expenses: \$24.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session with David Hacker, Senior Services Coordinator, 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:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:15 A.M.**

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

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

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

**IN THE MATTER OF MAKING AN APPOINTMENT TO
A CERTAIN SENIOR SERVICES POSITION/BARB BALLINT
FULL-TIME PROGRAM ADMINISTRATOR**

Motion made by Mrs. Favede, seconded by Mr. Probst, to appoint the following person to the following non-temporary senior services position per R.C. 124.30(A)(1) or other applicable statute(s) in consideration of the established date for the pending senior service transition and the need to timely fill those positions:

Barb Ballint, to the full-time position of Program Administrator, effective October 23, 2013 at an annualized salary of thirty-two thousand dollars (\$32,000).

DISCUSSION – Mr. Coffland explained his no vote. He stated this is the third person we have no hired under the Senior Program. We are pushing the \$200,000.00 yearly income (actual \$194,000.00). He repeated, we did it under Job & Family Services for a yearly price of \$120,000.00. Mrs. Favede said she is confused how we did it at \$120,000.00 when two employees total \$140,000.00, just between Lori Bittengle and Tina Burkhart. Mr. Probst said, “Please understand. When one Commissioner speaks about numbers; that is his or her own opinion on the numbers. Other Commissioners don’t sometimes agree on the accuracy of the numbers being presented.” Mr. Coffland said, “Right and I understand that. I do have a breakdown from Vince Gianangeli who gave me an explanation of the numbers, who is our accountant, 30 years service. It just is what I read.” Mr. Coffland stated he would gladly meet with anyone to show them the numbers. Mr. Probst said, “We are being presented numbers. Matt is asking for information from Mr. Gianangeli from DJFS who also does the finances for Senior Services. We are also receiving numbers from our new Director of Senior Services too. We are trying to put both of the numbers together to come up with the most accurate numbers we can on what is going on. As soon as we get those finalized numbers, we will be able to give everybody a copy of it. Then everybody can make their own decisions.”

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	No

**IN THE MATTER OF MAKING AN APPOINTMENT TO
A CERTAIN SENIOR SERVICES POSITION/RON STRADER
PART-TIME DRIVER**

Motion made by Mrs. Favede, seconded by Mr. Probst, to appoint the following person to the following non-temporary senior services position per R.C. 124.30(A)(1) or other applicable statute(s) in consideration of the established date for the pending senior service transition and the need to timely fill those positions:

Ron Strader, to a part-time position in the classification of Driver, effective October 23, 2013 at a rate in accordance with the contract.

DISCUSSION – Mrs. Favede noted for the record that in the process of acquiring a lot of the information that we have been requesting, apparently the Bethesda Center Director has been driving and being the director. A majority of the other senior centers have a driver and a director. She and the seniors had requested a driver to help. This driver will take many of the seniors to the grocery store.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF AMENDING APPOINTMENT
TO THE POSITION OF SENIOR CENTER COORDINATOR**

Motion made by Mrs. Favede, seconded by Probst, to appoint the following persons to the following non-temporary senior services positions per R.C. 124.30(A)(1) or other applicable statute(s) in consideration of the established date for the pending senior service transition and the need to timely fill those positions:

Valerie Forst, to a full-time position in the classification of Senior Center Coordinator, effective October 23, 2013, previously dated November 1, 2013, at a rate in accordance with the contract.

DISCUSSION – Mrs. Favede noted this is not a new hire, but a change of start date. This motion to hire was made last week. She said this center (Flushing Senior Center) needs a director immediately. Mr. Coffland explained why on some Senior Program motions he votes no and some yes. He is voting against what he calls the management team compared to the line workers at the centers.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ENTERING A ROADWAY USE AND
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS
AND INFRASTRUCTURE WITH HESS OHIO DEVELOPMENTS, L.L.C.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Hess Ohio Developments, L.L.C. for the use of 1.20 miles of County Road 40 (Old National Rd.) for the purpose of ingress and egress for drilling activity at the Kirkland A Well Site.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Hess Ohio Developments, LLC, a Delaware limited liability company, whose address is 1501 McKinney, Houston, Texas 77010 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Kirkwood Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Kirkwood A Well Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Kirkwood A Well Site (hereafter collectively referred to as “oil and gas development site”) located in Kirkwood Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of approximately 1.20 miles of CR 40-A (Old National Road) for the purpose of ingress to and egress from the Kirkwood A Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Kirkwood A Well Site (hereinafter referred to collectively as “Drilling Activity”); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 40-A (Old National Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with Fairview Road and Fair Avenue and headed east for approximately 1.20 miles ending at the intersection with OH-800. It is understood and agreed that the Operator shall not utilize any other section of CR 40-A (Old National Road) for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of N/A & 00/100 DOLLARS (\$ N/A.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that Ohio Attorney General Opinion 2012-029 was issued on September 19, 2012, holding that the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on October 23, 2013.

Executed in duplicate on the dates set forth below.

Authority
Belmont County

Operator
Hess Ohio Developments, LLC

By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr., Belmont County Commissioner

By: Robert Williams /s/
Robert Williams, Operations Team Lead

By: Ginny Favede /s/
Ginny Favede, Belmont County Commissioner

By: Matt Coffland /s/
Matt Coffland, Belmont County Commissioner

By: Fred F. Bennett /s/
Fred F. Bennett, Belmont County Engineer

Dated: 10/23/13

Approved as to Form: David K. Liberati, /s/ Assistant
Christopher M. Berhalter, Belmont County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide a report detailing existing condition, as and if reasonably determinable. Said report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR 40-A (Old National Road) in accordance with the attached plans and/or county standards (see Exhibit A, attached hereto and made a part hereof).
- 4) Maintain CR 40-A (Old National Road) during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law, when applicable.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis, (740-310-3402) any and all forms and reports necessary to show compliance.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).

- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.
- 3) Waive bond requirements in paragraph 5 of the Agreement above as Operator has provided an existing conditions report and provided the proposed upgrade and maintenance plan attached hereto as Exhibit A.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE
EASEMENT GRANTING GULFPORT ENERGY CORP.
A TEMPORARY EASEMENT IN UNION TWP./ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Easement granting Gulfport Energy Corporation a temporary easement for the installation and maintenance of a temporary above-ground water line at the intersection of McMillan Rd (CR 100) and Mount Olivet Rd, along portions of Badgersburg Rd (CR 98) to the south side of Union Township Road 260, based upon the recommendation of Fred Bennett, County Engineer.

**Gulfport Family Well Water Transfer
EASEMENT**

Know all men by these presents that The Belmont County Commissioners, a political subdivision, whose mailing address is 101 West main Street, Courthouse, St. Clairsville, Ohio 43950, hereby grants to Gulfport Energy Corporation, whose address is 14313 N. May, Suite 100, Oklahoma City, OK 73134, it's successors and assigns, a temporary easement for the installation and maintenance of a temporary above-ground waterline beginning at the southwest corner of the intersection of McMillan Road (CR 100) and Mount Olivet Road, then south approximately 0.03 mile to a culvert, then east through the culvert to the east side of CR 100, then north along CR100 for an approximate distance of 0.05 mile then easterly along the south side of Badgersburg Road (CR 98) for an approximate distance of 0.25 mile, then southeasterly along CR 98 for an approximate distance of 0.06 mile to a County Bridge, then easterly under the County Bridge to the east side of CR 98, then north along the east side of CR 98 an approximate distance of 0.06 mile to the south side of Union Township Road 260.

It is understood and agreed that throughout the term of this easement, at any time that the Grantee, its successors or assigns, intends to excavate any portion of the temporary easement in order to install or maintain the water line, Grantee, its successors and assigns, shall notify the Belmont County Engineer's Office at least twenty-four (24) hours in advance. At all times any work is to be performed on the installation and/or maintenance of said water line, the Grantee, its successor and assigns, shall be responsible for proper traffic control measures in accordance with the Ohio Manual of Uniform Traffic Control Devices and shall install and maintain said temporary water line in accordance with the directions and guidelines provided to Grantee by the Belmont County Engineer's Office at all times.

Grantee, its successors and assigns, shall be responsible for repairing any damage to the roadway caused by the installation or maintenance of said water line, or caused by a break in the water line. If Grantee, its successors and assigns fails to make the necessary repairs in a timely manner, Grantor shall have the right to repair the road and charge Grantee, its successors and assigns, the cost of said repairs. Grantee, its successors and assigns, shall be responsible for any collection of costs incurred by Grantor in collecting for those repairs, including any court costs or attorney's fees.

Grantee shall protect, save, indemnify and hold Grantor, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges or costs including attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from installation and maintenance of a temporary above-ground water line whatsoever.

Grantee shall furnish Grantor with a twenty four (24) hour emergency contact name and number for the authorized local representative of the Grantee.

Grantee shall secure any required easements, right-of-way or other rights necessary to access and operate through and across those properties adjacent to the above described roadway and from the underlying owners of the fee interest in the roadway, along the route of the temporary above-ground water line.

Grantee shall maintain liability insurance covering the installation and operation of the temporary above ground water line and Grantee's use of the easement and right-of-way. Such insurance shall be endorsed to name Grantor as additional insured. Grantee shall provide Grantor with a copy of a certificate of insurance upon request by Grantor. Grantee reserves the right to self-insure and to provide Grantor a certificate of such upon request.

Executed this 23rd day of October, 2013.

GRANTOR:

Belmont County
By: Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.
Belmont County Commissioner

By: Ginny Favede /s/

Ginny Favede
Belmont County Commissioner

By: Matt Coffland /s/

Matt Coffland
Belmont County Commissioner

By: Fred F. Bennett /s/

Fred F. Bennett
Belmont County Engineer

Dated: 10/23/13

Approved as to Form:
David K. Liberati /s/ (Assistant)

Christopher M. Berhalter
County Prosecutor

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

GRANTEE:
Gulfport Energy Corporation
By: Judson Schreves /s/
Judson Schreves
Completions Superintendent

IN THE MATTER OF ADVERTISING FOR STATEMENTS OF QUALIFICATIONS FOR THE XTO AND RICE ENERGY WATER SYSTEM UPGRADE PROJECTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for Statements of Qualifications for the XTO and Rice Energy Water System Upgrade Projects, based upon the recommendation of Mark Esposito, Director of the Belmont County Sanitary Sewer District.

BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Public Announcement

The Belmont County Commissioners intend to contract for engineering services in connection with a water system upgrade project. The project includes design of pump stations, a meter pit, water main replacement and inspection services. Engineering firms interested in being considered for a contract to provide the required services should reply with a statement of qualifications no later than November 12, 2013. Statements received after this deadline will not be considered.

Statements of qualifications should include information regarding the firm's history; education and experience of owners and key technical personnel; the technical expertise of the firm's current staff; the firm's experience in performing engineering studies, securing project funding, design, construction administration and construction observation; availability of staff; the firm's equipment and facilities; references; and any previous work performed for Belmont County.

Statements of qualifications should be transmitted to: Kelly Porter, Project Manager; Belmont County Sanitary Sewer District; Water System Upgrade Project; P.O. Box 457; 68325 Bannock Road; St. Clairsville, OH 43950

As required by Ohio Revised Code 153.65-71, responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation, the Belmont County Commissioners will enter into contract negotiations with the most highly qualified firm.

By order of the Board of Commissioners
of Belmont County, Ohio

Jayne Long /s/
Jayne Long, Clerk

Times-Leader Advertisement: Two (2) Mondays: October 28, 2013 & November 4, 2013

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF SIGNING A SUBORDINATION OF MORTGAGE REQUEST FOR PROPERTY OWNED BY KAREN S. HOPPIN/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a Subordination of Mortgage request in the amount of \$25,000.00 in regard to property owned by Karen S. Hoppin, based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that WesBanco Bank, Inc. of 1 Bank Plaza, Wheeling, West Virginia, shall loan the sum of **\$25,000.00** to **Karen S. Hoppin**, not married, of 167020 Pine View Drive, Belmont, Ohio, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:

See Attached Exhibit A.

The undersigned, Charles R. Probst, Jr., Matt Coffland and Ginny Favede, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said WesBanco Bank, Inc. of 1 Bank Plaza, Wheeling, West Virginia, 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 of Mortgages thereon, June 17, 2004 and September 15, 2004 executed and delivered to the Belmont County Recorder, by said **Karen S. Hoppin**, and recorded in Volume 964, at Pages 401-404 and Volume 975, at Pages 481-483 and Volume 993, at Pages 697, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages WesBanco, is now the owner and holder.

Charles R. Probst, Jr., Matt Coffland, and Ginny Favede, Belmont County Commissioners, have caused their names to be subscribed hereto this _____ 23rd _____ day of _____ OCTOBER _____, 2013.

Belmont County Commissioners:

By: Ginny Favede /s/
Ginny Favede
Matt Coffland /s/
Matt Coffland
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING AND SIGNING AND SUBMITTAL OF THE QUARTERLY SUBGRANT REPORT FOR THE SHERIFF'S PERSONAL CRIMES INVESTIGATOR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the Quarterly Subgrant Report for the Belmont County Sheriff's Personal Crimes Investigator as follows:

Subgrant No.: 2012-WF-VA2-8412

Period Ending Date: 9/30/2013

Payment Request: \$10,449.78

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF \$56,000
OF NOTES TO PAY PART OF THE COST OF ACQUIRING
EQUIPMENT FOR USE BY THE COUNTY'S DEPARTMENT OF JOB & FAMILY SERVICES**

ENTERED IN COMMISSIONERS' JOURNAL
NO. 94, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 10:00 o'clock a.m., on October 23, 2013, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$56,000 OF NOTES TO PAY PART OF THE
COST OF ACQUIRING EQUIPMENT FOR USE BY THE COUNTY'S DEPARTMENT OF JOB &
FAMILY SERVICES.**

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring equipment for use by the County's Department of Job & Family Services (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is five (5) years, and of notes to be issued in anticipation thereof is ten (10) years; and

WHEREAS, notes heretofore issued in the amount of \$70,000 to finance part of the cost of the Project are about to mature and should be renewed in the amount of \$56,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the revenues to be received by this County's Department of Job & Family Services and particularly, reimbursements to be received from the State of Ohio, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$56,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately November 1, 2014, shall bear interest at the rate of approximately seven per cent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding five (5) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$56,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding seven percent (7%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America at the office of the County Auditor or a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Equipment Bond Anticipation Notes, Sixth (2013) Renewal".

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. or one or more of its designees (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Notes pursuant to the provisions of the Purchase Agreement. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest

collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

If so determined by the County Auditor in the Certificate of Award, all or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 13. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 14. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 16. That this resolution shall take effect immediately upon its adoption.

Mr. Coffland seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mrs. Favede, Mr. Coffland, Mr. Probst

NAYS:

ADOPTED, this 23rd day of October, 2013.

Jayne Long /s/

Clerk

Board of County Commissioners

County of Belmont, Ohio

IN THE MATTER OF GRANTING PERMISSION FOR BLUE RACER MIDSTREAM, LLC TO ENTER COUNTY PROPERTY TO PERFORM A GPS SURVEY

Motion made by Mrs. Favede, seconded by Mr. Coffland to grant permission for Blue Racer Midstream, LLC to enter county property, Tax Parcel ID 32-01748.000, to perform a GPS survey for a proposed pipeline right-of-way.

BLUE RACER MIDSTREAM

Survey will involve 2-4 persons on the property walking on foot. They will be conducting a GPS survey of the potential route as described in the attached "exhibit A", an environmental review of survey route for wetlands and ecological review of route for endangering species and potential archeological sites. Small brush may be cut with hand tool to allow for foot travel and line of site of the survey personnel. The center line for the potential route will be marked with wooden stakes with colored flagging.

Agreeing to survey does not obligate property owner "Belmont County" into a Right-of-Way agreement with Blue Racer Midstream. Survey is for construction feasibility of the potential Right-of-Way route.

Description of proposed Right-of-Way:

Permanent easement width 50'

Additional Temporary construction width 50'

Total space during construction 100'

Pipe line size TBD

Potential surface site 175'x175'

Surface site may consist of an above ground hand wheel and valve setting to allow for future installation of Pig receiver.

Said surface site will potentially be located above existing Pipeline easement for the TPL-7 Dominion Line.

Approximate Right-of-Way length 932'

All descriptions listed above may be subject to change and are for the purposes of proposing said Right-of-Way

Thank you

Andrew D. Black /s/

Andrew D. Black

Landmark Field Services

Representing: Blue Racer Midstream

607-207-8794

Andrew.Black@Landmarkfs.com

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING AND SIGNING THE SURVEY AUTHORIZATION GRANTING PERMISSION FOR PVR UTICAL GAS GATHERING, LLC TO ENTER COUNTY PROPERTY

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Survey Authorization to grant permission for PVR Utical Gas Gathering, LLC, to enter county property, Tax Parcel ID 14-60001.000, for a proposed pipeline right-of-way.

PVR PARTNERS

SURVEY AUTHORIZATION

I/ we, hereby give to PVR UTICA GAS GATHERING, LLC, its affiliates, agents, employees and contractors, the limited permission to enter my/our property only for the purposes of making a civil, cultural resource, subsurface utility, and environmental survey, expressly subject to the condition that I am/we are paid for any and all damages to property or crops that may be directly caused by such activities. All operations under this Survey Authorization shall be conducted by PVR's agents or contractors at its sole expense and risk, in a proper and workmanlike manner, and in accordance with all applicable laws and regulations, whether federal, state, county or local. PVR assumes all risks and liability and shall indemnify the owners of the surveyed lands against and save it harmless from any and all liability, claims, demands, actions, cause of action, loss, damage, and expenses resulting from personal injury or damage that may be asserted by any person or entity to the extent resulting from the surveys performed.

Is there a spring or water well located on this property? Yes No

Are there drain tiles on this property? Yes No

Is there a septic system located on this property? Yes No

Is there any private utility located on this property? Yes No

Signature: Matt Coffland /s/

Signature: Charles R. Probst, Jr. /s/

Signature: Ginny Favede /s/

Re: Name: Belmont County Commissioners

County/State: Belmont/Ohio

Tax Parcel # 14-60001.000

ROW ID: OH-UTIC-PH1-A060.4

Date: 10/23/2013

Address if different from above: 101 W. Main St.
St. Clairsville, OH 43950

Telephone: 740-699-2155 (Work) Email: jayne.long@co.belmont.oh.us
(Clerk of the Board of Commissioners)

DISCUSSION – Mr. Probst said he had two questions. He asked, "The Prosecutor's seen all this stuff I assume?" The Clerk responded, "Yes." He also wanted to know if the people who live in the surrounding areas have been notified of what we are doing in the Commissioners' office that will affect them. He understood the motion is granting permission to PVR to enter on county property, but questioned the surrounding areas. He noted that people in Colerain never knew that a proposed pipeline was possibly coming through. Mr. Coffland stated, "I think that until they come back with a proposal of where they are running it, right now the way I understand, they are just going out surveying

the land and putting together a map for us. We don't know who to notify because we don't even know where they are running it yet to take in whose properties. Once they survey it, the way I understand it, Jayne correct me if I'm wrong, at that point they will come back and say, 'here's where we're running.'" The Clerk said, "They will ask for additional right-of-ways and easements is my understanding from the brief conversations with them." Mr. Coffland noted we are not okaying any pipeline to run. Mr. Probst wants the property owners notified when the next step in the process occurs.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

DISCUSSION HELD RE: CONTRACT WITH DIGITAL DATA COMMUNICATIONS FOR SENIOR SERVICES – Mrs. Favede wanted to clarify for the record. After the meeting held on Wednesday an article showed up in the paper on Thursday regarding the contract with Digital Data Communications for the new computer software for Senior Services. She read part of an e-mail from Program Coordinator David Hacker. "Regarding the installation of Senior Services technology equipment, they will begin the benchworking that must take place on the machines and then coordinate and install the equipment in a manner that will ensure none of the staff experience downtime." Mrs. Favede explained he wanted to note that the article in the paper stated that the quote presented did not include the cost of labor and installation. Mr. Wes Monk, who is the owner, of DDC, did make it clear that the terms of the contract established with the county stipulates that DDC will not charge for new establishment of services or equipment and there will be no cost for the install as this is considered new. Mrs. Favede explained it was a misnomer in our paperwork. There are no additional costs to that contract.

Note: Commissioner Probst left the meeting for an appointment.

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH RICE ENERGY DRILLING D, LLC/COMMISSIONERS/BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Oil and Gas Lease with Rice Drilling D, LLC, on behalf of the Belmont County Sanitary Sewer District, in the amount of \$7,500.00 per net mineral acre for .06 gross acres, Parcel No. 36-00479.005 located in Smith Township, Recorded in Deed Book 788, page 531, for a five-year term with a five-year option to renew, 20% royalty.

Note: amount due if all title is cleared and certified-\$450.00.

PAID-UP OIL AND GAS LEASE

Lease Date: October 16, 2013

This is an oil and gas lease (the "Lease") made this 16th day of **October**, 2013, between **Belmont County Sanitary Sewer District, 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 East Main Street, St. Clairsville, OH 43950**, and Rice Drilling D, LLC, hereinafter called "Lessee", whose address is 171 Hillpointe Drive, Suite 301, 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: **36-00479.005 (0.060 Acres)**.

The Leased Premises contain **0.060 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 Seven Thousand Five Hundred dollars (\$7,500.00) 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 30th 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) 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). 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

Ginny Favede, President

Matt Coffland /s/

Matt Coffland, Vice President

Charles R. Probst, Jr., Commissioner

LESSEE:

Rice Drilling D, LLC

Toby Z. Rice

Chief Executive Officer

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

APPROVED AS TO FORM:

Chris Berhalter /s/

PROSECUTING ATTORNEY

OPEN PUBLIC FORUM – Richard Hord made inquiry regarding the salaries and positions available for the Senior Program. Mrs. Favede stated for the record that Tina Burkhart, the new Program Administrator, has been an employee for Belmont Senior Services for many years. She is not a new hire, but has been re-hired in order to continue doing her job after the separation from DJFS. Mr. Hord asked for a close-out report from DJFS before the transition date of Nov. 1. Mr. Coffland stated he took it upon himself to go over for quite a few hours what has been done for the past 2 years, financially and mealwise. He has a full report that he requested be put together for his own benefit that was prepared by Fiscal Manager Vince Gianangeli, who has 30 years experience. Mr. Coffland offered to share this report with anyone who wishes to read it.

10:43 a.m. Mrs. Favede stepped out of the meeting and returned at 10:45 a.m.

BREAK

RECONVENED - PRESENT: COMMISSIONERS FAVEDE AND PROBST. ABSENT: COMMISSIONER COFFLAND.

**IN THE MATTER OF APPROVING THE HIRING OF
STEPHANIE R. MILLER AS A REGISTERED NURSE
AT THE BELMONT COUNTY JAIL**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the hiring of Stephanie R. Miller for the position of Registered Nurse for the Belmont County Jail at the rate of \$20.00 per hour effective October 24, 2013. Ms. Miller will be subject to the standard 120 day probationary period.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

RECONVENED MONDAY, OCTOBER 28, 2013. PRESENT: COMMISSIONERS FAVEDE AND PROBST. ABSENT: COMMISSIONER COFFLAND.

**IN THE MATTER OF APPROVING THE PURCHASE
AGREEMENT WITH HARRIS LOCAL GOVERNMENT
FOR ACCOUNTING SOFTWARE AND SERVICES/
SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Purchase Agreement with Harris Local Government for accounting software and services for the benefit of

Senior Services of Belmont County based upon the recommendation of David Hacker, Program Coordinator, as follows:

Total Software and Professional Services:	\$1,540.00 (includes training & consulting)
Annual Maintenance	\$ 106.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

Read, approved and signed this 30th day of October, 2013.

_____ COUNTY COMMISSIONERS

We, Ginny Favede 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