

Nomination **NOM-0021** Printable View

Draft	Submitted	Reviewed
Mark Status as Complete		

Details Comments

∨ Information

Percentage Of Interest 100.00%	Company Name Gulfport Appalachia, LLC
Percentage Of Interest Type Divided	First Name Lauren
Source Deed In Belmont County Records: Book 639 at Page 404; Book 640 at Page 487; Book 642 at Page 420; Book 639 at Page 406; and Book 647 at Page 554.	Middle Name
Description Of Acreage Please see Exhibits A, B, and C for description and identification of parcels and geological formation; located in Somerset and Wayne Townships, Belmont County, Ohio	Last Name Parker
Estimated Distance from well pad Please see Exhibits B and C showing the nominated parcels 1,200 - 10,000 feet from the proposed padsites.	Street 713 Market Drive
Proposed Lease Bonus \$5,000 per net mineral acre * 8.8960 net mineral acres, or (\$44,480 in total).	City Oklahoma City
Not A State Agency <input checked="" type="checkbox"/>	State OK
Nomination Fee <input checked="" type="checkbox"/>	Postal Code 73114
Insurance And Financial Assurance <input checked="" type="checkbox"/>	Country US
Obtained Identification Number <input checked="" type="checkbox"/>	Person Phone 405-252-4544 (tel:405-252-4544)
Nomination Number 23-DOT-0004	Person Email lparker@gulfportenergy.com (mailto:lparker@gulfportenergy.com)
Status Submitted	


Notes (0) (/lightning/r/Nomination__c/a1D8y000000191EAC/related/AttachedContentNotes/view) New

Files (3+) (/lightning/r/Nomination__c/a1D8y000000191EAC/related/AttachedContentDocuments/view) ∨

- EXHIBIT A to State Lease Nomination dtd. 6.21.2023
 Jun 22, 2023 • 659KB • pdf
</lightning/r/ContentDocument/0698y000007zlhDAAQ/view>
- Exhibit B to State Lease Nomination dtd. 6.21.2023
 Jun 22, 2023 • 335KB • pdf
</lightning/r/ContentDocument/0698y000007zlkwAAA/view>
- Exhibit C to State Lease Nomination dtd. 6.21.2023
 Jun 22, 2023 • 403KB • pdf
</lightning/r/ContentDocument/0698y000007zIBKAAAY/view>

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 Recent Items

 Nomination
NOM-0021

In re the Matter of the Proposal by Gulfport
Appalachia, LLC for an Oil and Gas Lease

Application Date: June 21, 2023

NOMINATION FOR OIL AND GAS LEASE

Submitted according to O.R.C. § 155.33 effective April 7, 2023

Gulfport Appalachia, LLC (“Gulfport”) proposes to the Oil and Land Management Commission (the “Commission”) to lease at Five Thousand Dollars and 00/100 (\$5,000.00) per net mineral acres, the following formation and parcels of land that are owned or controlled by the State of Ohio, for the exploration for and development and production of oil or natural gas:

The formation from the top of the Onondaga limestone as defined in the Stutzman #1-14H Pilot Well (API Number 34013206700000) located in Somerset Township, Belmont County, Ohio to the bottom of the Queenston formation as defined in the Stutzman 1-14 underlying the parcels described in Exhibits “A-C” attached hereto and incorporated herein by reference to this Nomination.

As part of its Nomination, Gulfport would like the Commission to consider the following:

- a) Parcel Nos. 1 – 5 are included in Gulfport’s Clark II Unitization Application dated May 18, 2023 and scheduled for Hearing in front of the Ohio Department of Natural Resources Division of Oil and Gas (“Division”) on July 12, 2023. Gulfport plans to drill two (2) laterals from the Clark padsite into the Clark II Unit.
- b) The Clark padsite is built and Gulfport plans to spud the unit December 2023.
- c) Parcel No. 6 is included in Gulfport’s proposed Jac III Unit. The Jac III Unitization Application will be filed June 21, 2023 and will include one (1) lateral from the Jac padsite into the Jac III Unit.
- d) The Jac padsite is currently under construction and Gulfport plans to spud the Jac III Unit November 2023.

Respectfully submitted,

/s/Lauren Parker

Lauren Parker, Associate Landman

Exhibits Enclosed:

Exhibit A: Identification of the Formation and Parcels of Land

Exhibits B - C: Plat Maps

Exhibit D: Proposed Lease Form

Exhibit E: Proof of Insurance and Financial Assurance

Exhibit F: Source Deeds

Applicant’s Name and Contact Information:

Gulfport Appalachia, LLC, Owner # 9ON2021063018787

ATTN: Lauren Parker

lparker@gulfportenergy.com

Ph: 405-252-4544

**EXHIBIT “A” to and made a part of
Nomination of State Owned Lands dated June 21, 2023
for Oil and Gas Lease**

Identification and Ownership of Parcels of Land located in Belmont County, Ohio

1). Tax Parcel No. 37-00223.001 being that parcel of land described and designated as Parcel No. 5-WD in that certain Warranty Deed, dated March 6, 1987 by and between Donald Bunfill and Dorothy Bunfill, husband and wife, as Grantors and State of Ohio, as Grantee, recorded in Book 639 at Page 404.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	50%	0.6060 acres	0.3030 acres	Somerset	Belmont	2 & 3	7-N	6-W

2). Tax Parcel No. 37-60001.001 being that parcel of land described and designated as Parcel No. 6-WD in that certain Warranty Deed, dated April 27, 1987 by and between The Trustees of the Somerton Southern Cemetery aka The Trustees of the Somerton Preparative Meeting of the Society of Friends of Belmont County as Grantor and State of Ohio, as Grantee, recorded in Book 640 at Page 487.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	100%	0.7400 acres	0.7400 acres	Somerset	Belmont	3	7-N	6-W

EXHIBIT "A" to and made a part of
Nomination of State Owned Lands dated June 21, 2023
for Oil and Gas Lease

3). Tax Parcel No. 37-00222.001 being that parcel of land described and designated as Parcel No. 5-WD in that certain Warranty Deed, dated March 6, 1987 by and between Donald Bunfill and Dorothy Bunfill, husband and wife, as Grantors and State of Ohio, as Grantee, recorded in Book 639 at Page 404.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	50%	0.4200 acres	0.2100 acres	Somerset	Belmont	2 & 3	7-N	6-W

4). Tax Parcel No. 37-00511.001 being that parcel of land described and designated as Parcel No. 4-WD in that certain Warranty Deed, dated July 15, 1987 by and between Dale S. Plumly, married as Grantor and State of Ohio, as Grantee, recorded in Book 642 at Page 420.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	100%	2.4700 acres	2.4700 acres	Somerset	Belmont	31	6	5

5). Tax Parcel No. 37-00107.001 being that parcel of land described and designated as Parcel No. 3-WD in that certain Warranty Deed dated March 6, 1987 by and between Mark T. McFrederick and Shannon L. McFrederick, husband and wife, as Grantors and State of Ohio, as Grantee, recorded in Book 639 at Page 406.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	100%	0.0720 acres	0.0720 acres	Somerset	Belmont	2	7-N	6-W

6). Tax Parcel No. 47-00034.001 being that parcel of land described and designated as Parcel No. 2-WD in that certain Judgement Entry, dated April 15, 1988 wherein the State applied for an Appropriation for Highway Purposes of the Property of Bobby E. Moore, recorded in Book 647 at Page 554.

EXHIBIT "A" to and made a part of
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for Oil and Gas Lease

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	100%	5.1010 acres	5.1010 acres	Wayne	Belmont	17	6-N	5-W

Total Gross Acres: 9.3370 acres

Total Net Acres: 8.8960 acres

Identified Formation: Utica Shale, Point Pleasant formation

EXHIBIT "B"
to and made a part of the
Nomination of State Owned Lands dated June 21, 2023
for Oil and Gas Lease

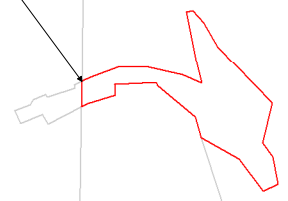


**BELMONT
County**


**WAYNE
TOWNSHIP**

Sec. Sec.
24 18
Sec. Sec.
23 17

T6N
R5W



STATE LAND

 47-00034.001




 Proposed pad site



EXHIBIT "B"
PARCEL LOCATION
WAYNE TOWNSHIP
BELMONT COUNTY, OHIO

1 in = 1,000 ft

 200'

 N

Created: June 19, 2023

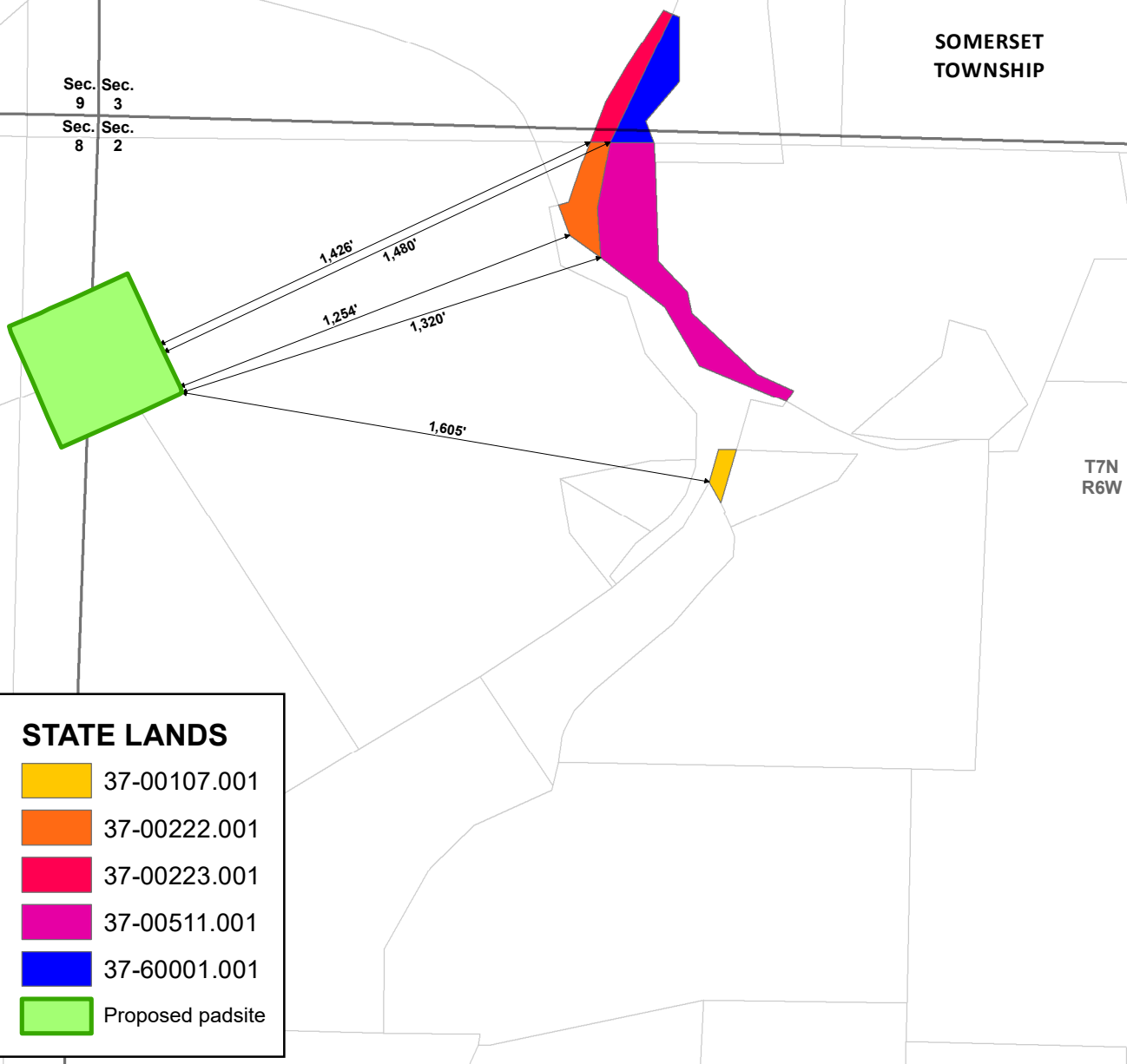
EXHIBIT "C"

to and made a part of the Nomination of State Owned Lands dated June 21, 2023 for Oil and Gas Lease

**BELMONT
County**

**SOMERSET
TOWNSHIP**

Sec. Sec.
9 3
Sec. Sec.
8 2



STATE LANDS	
	37-00107.001
	37-00222.001
	37-00223.001
	37-00511.001
	37-60001.001
	Proposed padsite



EXHIBIT "C"
PARCEL LOCATION
SOMERSET TOWNSHIP
BELMONT COUNTY, OHIO

1 in = 500 ft

Created: June 19, 2023

APRIL 17, 2023

**OIL AND GAS LEASE
(PAID UP LEASE)**

This Oil and Gas Lease (hereinafter referred to herein as the "Lease") is dated this ____ day of _____, 20__ by and between the State of Ohio through the Ohio Department of Transportation, with an address at 1980 W. Broad Street, Columbus, OH 23223 (hereinafter called "Lessor"), and **Gulfport Appalachia, LLC**, a Delaware Limited Liability Corporation, with its principal address at 713 Market Drive, Oklahoma City, OK 73114 (hereinafter called "Lessee"). Lessor and Lessee are sometimes individually referred to as a "Party," and collectively as the "Parties."

WHEREAS, the Lessor is a state agency authorized pursuant to Ohio Revised Code ("R.C.") Chapter 155 to lease property it owns or controls for oil and gas development.

WHEREAS, the leasing of the lands covered by this Lease followed the requirements set forth in Chapter 155 of the Ohio Revised Code, including the completion of a bidding process, and the Lessee was determined to be the highest and best bidder.

WITNESSETH, that for and in consideration of the mutual benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee, intending to be legally bound, agree as follows:

GRANT OF LEASE

1) Lessor hereby leases and lets exclusively to Lessee, and its successors and permitted assigns, all of the Oil and Gas (as defined below) underlying the Leased Premises (as defined below) from the top of the Onondaga limestone as defined in the Stutzman #1-14H PILOT Well (API Number 34013206700000) located in Somerset Township, Belmont County, Ohio to the bottom of the Queenston formation as defined in the Stutzman 1-14H

(API Number 34013206700000) located in Somerset Township, Belmont County, Ohio together with all such rights in the Leased Premises as may be necessary for Lessee to explore for, drill for, develop, produce, measure, and market production of Oil and Gas from the Leased Premises or lands pooled or unitized therewith, and cease to operate, plug, abandon, and remove wells, materials and equipment.

This lease does NOT grant lessee any rights or permissions with respect to the use of the surface of the Leased Premises. As such, Lessor and Lessee agree that the Lessee shall not have the right under this Lease to do any of the following: (i) locate any well pad or well site (as those terms are defined in the Ohio Administrative Code) on the Leased Premises; (iii) set any surface equipment, facilities or other structures that may be used in or associated with the exploration and production of Oil and Gas (including, but not limited to, pipelines, pump stations, tank batteries, dryers, pipelines, separators, compressors or any other facilities) on the Leased Premises; (iv) construct access roads on the surface of the Leased Premises; (v) construct temporary or permanent pits the surface of the Leased Premises; and/or (vi) conduct any activities or operations on the surface of the Leased Premises.

DESCRIPTION OF THE LAND INCLUDED IN THIS LEASE

2) The lands and parcels included in this Lease are identified as follows (the "Leased Premises"):

Please see Exhibit "A" for a legal description of the Leased Premises

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The Leased Premises are more particularly described on Exhibit A attached hereto and incorporated herein. For the purposes of this Lease, the Leased Premises contains a total of 9.411 acres, whether actually more or less. There is no "Mother Hubbard" provision in this Lease, which means that this Lease shall not include any land(s) contiguous, adjacent or adjoining to the Leased Premises that are not described in this Lease; however, this Lease shall cover and include any interest which Lessor may own in any streets, alleys, highways, railroads, streams, canals or rivers adjacent to the Leased Premises.

LESSOR'S RESERVATION OF RIGHTS

3) Lessor reserves all rights and interests not specifically granted to Lessee in this Lease, including but not limited to:

A. All of the Oil and Gas and other mineral rights in all geologic formations not covered under this Lease. Notwithstanding such reservation, Lessee shall be allowed to drill, operate and produce through such reserved formations if necessary for Lessee to have access to the geologic formation(s) subject to this Lease; and, nothing in this paragraph 3, including in subparagraphs (A)-(D), shall permit Lessor to, and Lessor shall not, unreasonably interfere in any way with Lessee's exercise of its rights under this Lease.

B. The right to grant additional property rights of any kind across, upon, above, through and/or under the Leased Premises.

C. The right to undertake, or cause to be undertaken, the development of the surface of the Leased Premises (or any part thereof) during the term of this Lease, including the construction of certain structures and other improvements and any other use deemed necessary by Lessor, in Lessor's sole discretion, subject to any limitations set forth in a surface use agreement executed pursuant to R.C. 155.34.

D. The right to continue all of its current activities and programs and initiate new activities and programs including, but not limited to, irrigation and agricultural activities on the Leased Premises.

OIL AND GAS ONLY

4) For the purposes of this Lease, the term "Oil and Gas" shall include the following: (i) "Oil," which for purposes of this Lease means any hydrocarbons produced from the Leased Premises or lands pooled and/or unitized therewith capable of being produced in liquid form at the wellhead by ordinary production methods, including but not limited to oil, condensate, distillate, and other liquids recovered from a separator or other equipment; and (ii) "Gas," which for purposes of this Lease means all natural gas and associated hydrocarbons that are not Oil, including but not limited to natural gas liquids produced from the Leased Premises, or lands pooled or unitized therewith. This Lease does not include, and there is hereby excepted and reserved unto Lessor, all minerals of every kind and character other than Oil and Gas, including, but not limited to, coal seam gas, coalbed methane gas, coalbed gas, coal, sulfur, lignite, uranium and other fissionable material, geothermal energy, base and precious metals, rock, stone, clay, gravel and any other mineral substances in, under, or upon the Leased Premises, together with rights of exploring for, producing and marketing the minerals reserved under this paragraph.

NO STORAGE RIGHTS

5) Lessee shall have no right under this Lease to use the Leased Premises, or any portion thereof, surface or subsurface, for the storage of Oil and Gas or brine. Further, Lessee

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agrees the Leased Premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission.

NO DISPOSAL AND/OR INJECTION WELLS

6) Lessee is not granted any right whatsoever to use the Leased Premises, or any portion thereof, for the drilling, construction, installation, and/or operation of any disposal well, injection well, or the construction/operation of any other disposal facilities. Lessee shall not use the Leased Premises for the permanent disposal of any drill cuttings or residual wastes.

ADVANCED DELAY RENTALS/BONUS

7) Within ten (10) calendar days after Lessee receives a copy of this Lease executed by Lessor, and in direct exchange for the said executed Lease, the Lessee agrees to pay as advanced delay rentals / a bonus, in proportion to Lessor's percentage of ownership of the oil and gas estate, the sum of \$44,480.00 Dollars (\$5,000) per Net Mineral Acre (as defined below) of the Leased Premises (for a total of \$44,480.00) (the "Bonus"). Upon payment of the appropriate amount of the Bonus, the Parties hereto stipulate and agree that this is a "Paid Up" Lease with no further delay rental payments or bonus due to Lessor during the Primary Term (as defined below), and that any and all bonuses and delay rentals due or payable hereunder have been prepaid to Lessor for the purpose of keeping this Lease in effect during and for the entirety of the Primary Term.

- A. For purposes of this Lease, the term "Net Mineral Acre" shall mean the product obtained by multiplying the number of surface acres of land covered by this Lease multiplied by the Lessor's undivided interest in the oil and gas estate of the Leased Premises. For example, if this Lease covers 100 acres of land and the Lessor owns 100% of the oil and gas estate in such land, then this Lease covers 100 Net Mineral Acres; but, if this Lease covers 100 acres of land and the Lessor owns an undivided 50% interest in the oil and gas estate to such land, then this Lease covers 50 Net Mineral Acres.
- B. The Parties agree that if Lessor holds title in the oil and gas estate to the Leased Premises in any amount less than 100%, this Lease shall continue in effect and Lessee shall pay the Bonus to Lessor, but such payments shall be reduced and paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. In the event it is determined that Lessor owns a lesser interest in the oil and gas estate than the entire or undivided fee simple interest, then any future royalties, delay rentals, bonuses and other payments provided for in this Lease shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee.
- C. Any and all advanced delay rental payment, Bonus, rental, royalty and/or other sums paid (or to be paid) to Lessor under this Lease are nonrefundable, and Lessee agrees it will not seek reimbursement from Lessor, the State of Ohio or any department, agency, university, college, official, employee, or agent of Lessor or the State of Ohio for the previously paid sums.
- D. Failure by Lessee to pay the appropriate amount of the Bonus within the time described herein shall render this Lease null and void. Lessor reserves any and all of its rights and remedies available under Ohio law for non-payment by Lessee of the payments due pursuant to this Lease.

TERM

8) This Lease shall remain in force for a primary term of three (3) years from the Effective Date (the "Primary Term"), and shall continue beyond the Primary Term, including any

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extension thereof, as to the entirety of the Leased Premises for so long thereafter as: (i) Oil and Gas are produced in paying quantities (as defined below) from the Leased Premises or lands pooled or unitized therewith; or, (ii) Operations (as defined below) are conducted on the Leased Premises or lands pooled or unitized therewith in the search for Oil and Gas.

- i. For purposes of this Lease, a well is producing in "Paying Quantities" when the annual gross revenue (on a calendar-year basis) from the sale of Oil and Gas produced from a well exceeds that well's operating costs. The calendar year in which such well first produces Oil and Gas shall not be subject to the Paying Quantities calculation.
- ii. For purposes of this Lease, the term "Operations" shall mean only (a) the production of Oil and Gas in Paying Quantities subsequent to drilling, or (b) the actual drilling, completing, re-working, plugging back, deepening, treating, stimulating, re-completing of a well to obtain production of Oil and Gas, conducted in good faith and with due diligence. The term "Operations" shall not include conducting seismic or other testing, or the laying of pipeline(s) across the Leased Premises. Further, the commencement of operations shall be defined as Lessee having secured a drilling permit from the relevant regulatory agency and commencement of actual drilling (bit in the ground).
- iii. After termination, expiration, or surrender of this Lease in whole or in part, Lessee shall promptly deliver to Lessor and record with the county or counties in which the Leased Premises is located a release of the Lease as to such acreage released under this paragraph.

Lessee has a one-time option to extend the Primary Term of this Lease for an additional period of three (3) years from the expiration of the Primary Term. The extension of the original Primary Term shall be under the same terms and conditions as contained in this Lease and the consideration to be paid by Lessee to Lessor for the extension shall be equal to 100% of the original Bonus paid to Lessor on a per Net Mineral Acre basis and calculated on the number of Net Mineral Acres of the Leased Premises that Lessee elects to further maintain under the Lease that are not otherwise included in a production unit under Section 14 of this Lease. Lessee may exercise this option to extend the Primary Term of the Lease by providing Lessor written notice of such exercise and tendering the additional consideration set forth above at least thirty (30) calendar days before the expiration of the original Primary Term. Should this extension option be exercised, it shall be considered for all purposes as though this Lease originally provided for a Primary Term of six (6) years. In the event Lessee chooses not to extend, Lessee shall promptly record with the county or counties in which the Leased Premises is located a release of the Lease upon the expiration of the Primary Term as to any portions of the Leased Premises not otherwise held by the terms and conditions of the Lease.

ROYALTY AND GAS MEASUREMENT

9) Lessee shall pay to Lessor a one-fifth (1/5th) or Twenty percent (20%) gross landowner royalty on Oil and Gas produced from the Leased Premises.

A) Gross Royalty. It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all royalties accruing to the Lessor under this Lease shall be paid without deduction, directly or indirectly, for any and all pre-production and post-production costs and/or expenses, including but not limited to those relating to producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the Oil and Gas produced hereunder. The computation of the Lessor's royalty shall include any additional consideration, if any, paid to Lessee for natural gas liquids.

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- B) Payment of Royalties. The initial royalty payments due under this Lease shall be made on or before 120 calendar days following the last day of the month in which first sales occur from a well on the Leased Premises or lands pooled/unitized therewith. Thereafter, the royalties required to be paid to Lessor under this Lease shall be due and payable monthly on or before the last day of the third calendar month following the month of production. Each royalty payment shall be accompanied by a check stub, schedule, summary or remittance identifying this Lease and, at a minimum, showing the Lessor's interest in the unit shown as a decimal; the total volume of each product subject to the royalty statement (e.g. a separate listing for Oil and Gas); and the price or value of the Oil and Gas on which the Lessee is calculating its royalty payments. If such data is available in electronic or digitized form, then Lessee agrees to deliver same to Lessor electronically. Unless otherwise herein expressly provided, any royalties or other payments provided for in this Lease which are not paid to Lessor within the time period specified therefor shall accrue interest at the prime interest rate plus five percent (5%) from the due date until paid; provided, however, that in no event shall interest be due on disputed royalties. Acceptance by Lessor, its successors, agents or assigns, of royalties which are past due shall not act as a waiver or estoppel of its right to receive or recover any and all interest due thereon under the provisions hereof.
- C) Measurement. In order to verify the royalties being paid, the volume of gas produced from the Leased Premises or lands pooled/unitized therewith shall be measured using a meter meeting or exceeding the standards established by the American Gas Association and shall be calibrated and maintained in accordance with standard industry practice.

ASSIGNMENT

- 10) The rights of Lessor or Lessee under this Lease may be assigned in whole or in part; provided, however, that any such assignment of this Lease (in whole or in part) by Lessee to any third party shall require the Lessee to give prior written notice to Lessor and obtain the prior written consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. Such prior written notice of an assignment shall include a brief explanation of the assignee's relationship to Lessee and the name and address of the party to whom Lessor is to give notices under the terms of this Lease.
- i. No assignment may be effectuated unless and until the Lessor provides written consent to such assignment, such consent not to be unreasonably withheld, conditioned or delayed.
 - ii. No assignment may be effectuated if Lessee is in default, and such default is not being cured, under this Lease.
 - iii. If this Lease is assigned or otherwise transferred by Lessee, then Lessee shall provide a copy of this Lease to its assignee(s) or successor(s)-in-interest. Assignment of this Lease or any part thereof shall not relieve Lessee of any obligations hereunder theretofore accrued prior to the date of the assignment; and any assignee of Lessee shall, by acceptance of such assignment, assume and be bound by all terms and provisions hereof.
 - iv. If an assignment of this Lease is made in part, Lessee shall specify a single party to whom notices shall be given by Lessor, and that party shall be responsible for notifying any other parties owning an interest in this Lease.
 - v. Any assignment of this Lease by Lessee not made in accordance with this paragraph shall be null and void, and any interest attempted to be assigned thereby shall automatically revert to the assignor.

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- vi. The term "assignment" as used herein, shall include, without limitation, any sublease, farmout, or any other agreement by which any share of the operating rights granted by this Lease are assigned or conveyed, to any other party.

LESSOR'S INTEREST

11) No change or division in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change or division in the ownership of the Leased Premises shall be binding upon the then Lessee until after Lessor or Lessor's heirs, successors, or assigns provides the Lessee with written notice of such change or division, including copies of the executed and, if applicable, recorded documents establishing such change or division.

AUDIT/INSPECTION RIGHTS

12) Lessee further grants to Lessor or Lessor's designee the right, at Lessor's expense, to examine, audit, copy and inspect the books and records of Lessee pertinent to the purpose of verifying the accuracy of the reports and statements furnished to the Lessor, and for checking the amount of the payments lawfully due the Lessor under the terms of this Lease. In exercising this right, Lessor shall give no less than thirty (30) calendar days' notice to Lessee of its intended inspection and such inspection shall be conducted during normal business hours at the office of Lessee. In the event the inspection reveals deficiencies in payments, then Lessee shall bear the cost and expense of the Lessor's inspection, and all monies due to Lessor shall be payable, with interest at the rate of the prime interest rate plus five percent (5%), within thirty (30) calendar days of the Lessee's receipt of the results of the inspection.

METHOD OF PAYMENTS

13) All rents and royalties, and any and all sums due hereunder to Lessor, shall be paid by one of the following methods:

- A) By check tendered directly from Lessee to Lessor at Lessor's address as stated in this Lease;
or,
B) By wire transfer, depositing the payment to the credit of the Lessor in the bank and account number as provided in writing by Lessor to Lessee prior to such payment (which bank shall continue as depository for all sums payable hereunder until any subsequent written notice otherwise is provided by Lessor to Lessee).

Any payment under this Lease shall be considered timely paid if such payment is properly tendered to Lessor on or before the due date and it otherwise complies with the notice provision in this Lease.

POOLED PRODUCTION UNIT LIMITED

14) Subject to the terms and conditions set forth herein, Lessor grants Lessee the right but not the obligation to pool, unitize or combine all or any part of the Leased Premises with other lands, leases or interests owned by Lessee or others, at any time before or after drilling to create a drilling or production unit whenever Lessee, in its sole judgment, deems it necessary or advisable to do so. Lessee's ability to exercise its rights as provided for in this paragraph is recurring, and pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder. Subject to the terms of this Section 14, Lessee, at any time and from time to time, and in its sole judgment, may terminate, amend or re-form any unit created hereunder. Any such termination, amendment or reformation of any unit shall not cause a surrender or cancellation of this Lease or diminish the rights set forth herein. Each unit shall be created by recording in the appropriate county office a declaration containing a description of the pooled or unitized acreage. Lessee shall furnish to Lessor a copy of the recorded declaration of the unit in which any portion

APRIL 17, 2023

of the Leased Premises is a part, including a copy of all plats, maps and exhibits to such declaration.

A. If a well is classified as a horizontal well, then the maximum size of the unit may not exceed 1,280 contiguous acres. If a well is classified as a vertical/conventional well drilled, then the maximum size of the unit may not exceed 40 contiguous acres. Lessor and Lessee agree to abide by any state pooling or unitization orders.

B. The shape of any unit in which the Leased Premises are included shall be as nearly as practicable in the form of a square or rectangle.

C. Operations upon or production from any part of a unit created hereunder shall have the same effect under the terms of this Lease as if such Operations or production were upon or from all and every part of the Leased Premises; provided, however, that Lessor agrees to accept and receive out of the production from any such unit that proportionate share of the royalty otherwise provided for in this Lease as the number of acres of the Leased Premises included in the unit bears to the total number of acres in the unit.

STANDARD OF CARE

15) Lessee shall develop the Leased Premises as a reasonable and prudent operator and exercise due diligence in drilling such additional well(s) as may be necessary to fully develop the Leased Premises. Lessee shall at all times act as a prudent oil and gas operator in the Ohio oil and gas industry when conducting operations on the Leased Premises and/or lands pooled/unitized therewith, attempting to secure a timely market for production from any well drilled on the Leased Premises or lands pooled/unitized therewith, and implementing all reasonable safeguards to prevent its operations from: (i) causing or contributing to soil erosion; (ii) polluting or contaminating any environmental medium including but not limited to surface or subsurface soils, surface or subsurface water bodies, and/or the air in, on or under the Leased Premises; (iii) decreasing the quality of the soil on the Leased Premises; (iv) damaging crops, native or cultivated grasses, trees, pastures, or other vegetation on the Leased Premises; and (v) damaging buildings, roads, structures, improvements, farm implements, fences or gates on the Leased Premises.

PUGH CLAUSE

16) This Lease shall expire upon the expiration of the Primary Term of this Lease as to any lands comprising the Leased Premises that are not included in one or more units. Lessee shall promptly, and no later than sixty (60) calendar days after the expiration of the Primary Term of this Lease, record with the county or counties in which the Leased Premises is located a partial release of the Lease as to such acreage released under this Pugh clause. Such release shall contain a description (including a map) of the acreage and/or depths not retained, and a plat showing the designated pool(s) or unit(s).

SHUT-IN PAYMENT/LIMITATION

17) If at any time after the Primary Term, there is a well drilled on the Leased Premises or lands pooled or unitized with the Leased Premises, but production from that well is shut-in for any reason, and the Lease is not otherwise being maintained, then Lessee shall pay to Lessor as a shut-in royalty the sum of Fifty Dollars (\$50.00) per Net Mineral Acre of the Leased Premises owned by Lessor per year until such time as production is re-established (or Lessee surrenders the Lease). Any shut-in royalty owed to Lessor hereunder shall be paid to Lessor on or before sixty (60) calendar days after the date on which the well is shut-in. If a shut-in payment is made to Lessor, it shall serve as constructive production and this Lease shall remain in full force and effect for a period of twelve (12) months after the expiration of such sixty (60) calendar day period. It is understood and agreed that Lessee shall have the right to make like shut-in royalty payments in the same manner for subsequent periods, but that this Lease may not be maintained

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in force for a continuous period of time longer than twenty-four (24) consecutive months or a cumulative period of time longer than forty-eight (48) months (if there is more than one period in which a well is shut-in), solely by the provisions of this shut-in royalty clause. During shut-in, Lessee shall have the right to conduct Operations on any well drilled on the Leased Premises or lands pooled/unitized therewith in an effort to re-establish production. Notwithstanding the making of shut-in payments under this paragraph of this Lease, Lessee shall have a continuing obligation to exercise good faith and due diligence to correct the condition giving rise to the shut-in of a well.

TAXES

18) [RESERVED]

NO HAZARDOUS MATERIAL

19) Lessee shall not use, dispose, or release on the Leased Premises, or to permit to be used, disposed of or released on the Leased Premises, any Hazardous Materials (other than those Lessee has been licensed or permitted by applicable law, public authorities or governmental entities to use on the Leased Premises). Should any Hazardous Materials be released by Lessee on the Leased Premises contrary to this paragraph, Lessee shall notify all appropriate governmental entities of such an event, and then immediately thereafter notify the Lessor and take all actions, at Lessee's sole cost and expense, that are required to clean up and correct any damage caused by said release. The provisions of this paragraph shall survive the termination of this Lease.

For purposes of this Lease, "Hazardous Materials" means petroleum, petroleum by-products, polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic waste, hazardous materials or hazardous substances under any "Environmental Laws." "Environmental Laws" collectively means and includes any present and future local, state, and federal law or regulation relating to the environment, environmental conditions, or oil and gas well operations, including but not limited to, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601-9658, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, and all the federal and state regulations, orders, decrees now or hereafter promulgated thereunder.

Lessee shall install and maintain all equipment, and conduct all activities and Operations under this Lease on the Leased Premises, in an environmentally sound manner in compliance with all "Environmental Laws" and permits issued for the Leased Premises.

DIVISION ORDER

20) The Lessor will not be required to execute any division order(s) for the purpose of receiving the payments due under this Lease which amend, modify, or are inconsistent with any term or provision set forth in this Lease. For the sake of clarity, no division order will operate to amend or modify any provision contained in this Lease.

INSURANCE

21) Prior to the commencement of Operations, Lessee shall, at its sole cost and expense, obtain insurance coverage of the following types and amounts with one or more insurance carriers licensed by the Ohio Department of Insurance to do business in Ohio, and maintain such insurance so long as this Lease remains in effect:

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- i. Workers Compensation Insurance in the form prescribed by the laws of the State of Ohio and provided by the Ohio Bureau of Workers Compensation covering all of Lessee's employees. Lessee shall also require all of its contractors, subcontractors, and independent contractors to maintain Workers Compensation Insurance in the form prescribed by the laws of the State of Ohio.
- ii. Commercial General Liability ("CGL") Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, with an annual aggregate limit of at least Two Million Dollars (\$2,000,000.00) in the annual aggregate. Such insurance shall cover premises, operations, blowouts or explosions, products, completed operations, blanket contractual liability, broad form property damage, independent contractor's protective liability, personal injury, and liability assumed under an insured contract. The CGL insurance policy shall have an endorsement adding coverage for sudden and accidental pollution and underground resources damage, including any surface or groundwater contamination. Alternatively, if Lessee's CGL policy is not endorsed to include sudden and accidental pollution, Lessee may meet this requirement by having a separate pollution insurance policy with a Five Million Dollar (\$5,000,000.00) limit if the well or wells to be drilled under this Lease are not horizontal wells, and a Ten Million Dollar (\$10,000,000.00) limit if one or more wells drilled under this Lease is a horizontal well. There shall be no endorsements or modifications of the CGL policy to make it excess over or contributory with other available insurance.
- iii. Umbrella Liability Insurance: If the Lessee does not drill any horizontal wells under this Lease, umbrella liability insurance in the minimum amount of at least Five Million Dollars (\$5,000,000.00) per occurrence and in the annual aggregate. Such insurance shall follow over the CGL and Automobile Insurance policies set forth in this section and shall follow the coverage forms in those policies.

If the Lessee intends to drill, or actually drills, one or more horizontal wells under this Lease, umbrella liability insurance in the minimum amount of at least Fourteen Million Dollars (\$14,000,000.00) per occurrence and in the annual aggregate. Such insurance shall follow over the CGL and Automobile Insurance policies set forth in this section and shall follow the coverage forms in those policies.

- iv. Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence covering all owned, non-owned, hired and rented automotive equipment used in the performance of work under this Lease.

Lessee shall provide Lessor with a certificate of insurance evidencing same prior to commencing Operations. Upon request by Lessor, Lessee also shall provide Lessor copies of any and all certificates evidencing renewal coverages in the future. All policies required under this section, except for Worker's Compensation Insurance, shall be endorsed to provide that the underwriters and insurance companies of Lessee shall not have rights of subrogation against Lessor. Any coverage provided by Lessee's insurance under this Lease is primary insurance and shall not be considered to be contributory insurance with insurance policies of Lessor. Failure of Lessor to demand such certificate or other evidence of full compliance with the insurance requirements shall not be construed as a waiver of the Lessee's obligation to maintain such insurance. The Lessee's certificate(s) of insurance shall not be reduced or canceled until at least thirty (30) calendar days after Lessor receives written notice of such change or cancellation. Failure to comply with this provision by Lessee shall constitute a default under this Lease.

All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best. Lessor reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing Lessee may seek to use to comply with any insurance requirement in this Lease. By requiring insurance, Lessor does not represent that the coverage and limits will necessarily be adequate to protect the Lessee, and such coverage

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and limits shall not be deemed as a limitation on the Lessee's liability under the indemnities granted to the Lessor in this Lease. The requirement for Lessee to maintain the above insurance also does not relieve Lessee of compliance with any security requirements of R.C. Chapter 1509 or other applicable federal, state and local laws, regulations and ordinances.

WELL PLUGGING SECURITY

22) To insure the plugging of all wells drilled under this Lease, and the reclamation of the Leased Premises and/or lands pooled/unitized therewith, Lessee shall submit the estimated costs and expenses for plugging all wells and reclaiming all disturbed sites anticipated as the result of production pursuant to this Lease. Documentation reflecting the basis of such estimate shall be submitted to Lessor for approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon approval of such estimated costs and expenses, or a determination by Lessor (at its discretion) of a different estimated cost, Lessee shall post a surety bond, cash, or irrevocable letter of credit, issued by a financial institution organized or transacting business in the State of Ohio having a cash value equal to or greater than the estimated cost of plugging and reclamation. The security posted shall be earmarked for the cost of plugging and reclamation, and shall be in addition to, and not in lieu of, the bonding requirements in R.C. Chapter 1509 and the rules and regulations promulgated thereunder.

If upon termination of this Lease, Lessee fails to plug any well or fails to perform the reclamation required by law or under this Lease, the security posted may be used to perform such plugging and reclamation. In the event, the security posted is not adequate to plug all wells and perform all such reclamation work, Lessee shall remain responsible for insuring the additional plugging and/or reclamation required by law, and paying all costs and expenses thereof.

HOLD HARMLESS

23) Lessee and its successors and permitted assigns, shall defend, indemnify, release and hold harmless Lessor and Lessor's successors, representatives, agents, officers, directors, employees, board members and assigns ("Indemnitees"), from and against any and all claims, lawsuits, liabilities, damages, losses, costs, expenses, judgments, fines, penalties, interests, demands and causes of action of any nature whatsoever, including reasonable attorneys' fees and court costs (collectively, "Claims"): arising out of, incidental to or resulting from: (i) the death or injury to persons, and/or damage to property (real or personal) as a result of the acts or omissions of Lessee and/or Lessee's servants, agents, employees, guests, licensees, invitees or contractors; (ii) the imposition or recording of a lien against the Lessee's interest in the Leased Premises; (iii) the violation of any laws or ordinances, including Environmental Laws and regulations promulgated thereunder by Lessee or Lessee's agents, employees, guests, licensees, invitees, or contractors; and (iv) impacts Lessee's Operations have created to the water quality or quantity on the Leased Premises in violation of this Lease. Each assignee of the Lessee agrees to the terms of this indemnity as if said assignee were party to this Lease when executed. Furthermore, Lessee shall not be obligated to indemnify Lessor to the extent any Claims are the result of any willful or wanton misconduct of Lessor or its successors, assigns, employees, or contractors. Lessor, if it so elects, shall have the right to participate, at its sole expense, in its defense in any suit or suits in which it may be a party, without relieving Lessee of the obligation to defend Lessor. The provisions of this paragraph shall survive the termination of this Lease.

NO WARRANTY OF TITLE

23) This Lease is made without warranty of title, express, implied or statutory. It shall be Lessee's sole burden and obligation to assure itself of the quality of title of the Leased Premises, and Lessee will bear all costs and expenses incurred in curing any title defect or defending title to the Leased Premises. Lessee also agrees that no claims will be made against Lessor pertaining to the title to the Leased Premises.

In the event an adverse claimant files suit against the Lessor or Lessee claiming title to all or a portion of the rights on or under the Leased Premises, or Lessee believes, in good faith, that another person

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may claim title to all or a portion of the rights on or under the Leased Premises, all payments, including royalties accruing to the disputed portion of the Leased Premises shall be placed in an interest-bearing escrow account until such time as the ownership of the disputed interest shall be determined by compromise or a non-appealable final judgment of a tribunal of competent jurisdiction. The payments placed in escrow shall be distributed as determined by compromise or at the direction set forth in a non-appealable final order of the tribunal of competent jurisdiction.

BINDING ON SUCCESSORS AND ASSIGNS

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

ADDITIONAL DOCUMENTS

25) In connection with this Lease, each party hereto shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary to effectuate and perform the provisions of this Lease. Said obligation includes correcting any inaccurate legal descriptions.

MORTGAGES AND ENCUMBRANCES

26) In the event the Leased Premises are encumbered by a prior mortgage, Lessee shall not have the right to suspend payment of any moneys due hereunder solely due to such prior mortgage, unless the prior mortgage is subject to a foreclosure action. Lessee, however, shall have the right to obtain, at its own expense, a subordination of such mortgage and Lessor agrees to cooperate in securing any subordinations of prior mortgages.

CONDEMNATION

27) Any and all payments made by a taking authority on account the exercise of its taking/eminent domain power shall be the property of the Lessor, except in the event of a taking or diminishment of Lessee's interests and/or rights under this Lease, Lessee shall be entitled to its proportionate share of any payments, and shall further have a right of standing in any proceeding of condemnation.

RELEASE AND/OR PARTIAL RELEASE

28) Upon termination, expiration or surrender of all or part of this Lease, Lessee shall prepare and promptly record a release, and provide Lessor with a copy of the recorded release. In the event that Lessee fails to cancel all or part of this Lease upon termination, expiration or surrender by recording an appropriate release, and so long as Lessee is not contesting the termination or expiration but continues to fail to cancel this Lease for a period of thirty (30) calendar days following Lessee's receipt of Lessor's written notice to do so, then Lessor may take any and all actions necessary to cancel/terminate this Lease, and Lessee agrees to reimburse Lessor for any and all costs, including reasonable attorney's fees, incurred by Lessor. Lessee shall also have the right at any time during this Lease to release any lands subject to this Lease.

TERMINATION OF RECORD AND MEMORANDUM OF LEASE

29) Lessor and Lessee have executed a Memorandum of Oil and Gas Lease (the "Memorandum") contemporaneously with the execution of this Lease, and Lessor and Lessee agree that the Memorandum, which makes reference to this Lease, shall be recorded by Lessee, at Lessee's sole cost and expense, in place of this Lease. Lessee shall provide Lessor with a photocopy of the fully-executed Lease, Memorandum, and all Exhibits.

DEFAULT

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30) In the event Lessor considers that Lessee has not complied with any of its obligations under this Lease, either express or implied, including, but not limited to, non-payment of royalties or any other payments due hereunder, Lessor shall notify Lessee in writing setting forth in specific detail in what respects it believes Lessee has breached or defaulted under this Lease. Lessee shall then have thirty (30) calendar days after its receipt of said notice within which to commence to cure all or any part of the breaches or defaults alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on this Lease for any cause, and any such action may only be brought after the lapse of such thirty (30) calendar day time period. Neither the service of said notice nor the doing of any acts by Lessee aimed to cure all or any part of the alleged breaches or defaults shall be deemed an admission that Lessee has failed to perform all its obligations hereunder. Upon default by Lessee, Lessor shall be entitled to exercise any and all remedies available at law, in equity or otherwise, each such remedy being considered cumulative. No single exercise of any remedy set forth herein shall be deemed an election to forego any other remedy and any failure to pursue a remedy shall not prevent, restrict or otherwise modify its exercise subsequently.

For the sake of clarity, the following shall be considered a default under this Lease: (i) if any creditor of Lessee, its agents, and/or assigns, shall take any action to execute on, garnish or attach the assets of Lessee located upon the Leased Premises, or (ii) if a request or petition for liquidation, reorganization, adjustment of debts, arrangement, or similar relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof, or any foreign jurisdiction shall be filed by or against Lessee, or any formal or informal proceeding for the reorganization, dissolution or liquidation of settlement of claims against, or winding up of affairs of Lessee; or the garnishment, attachment, or taking by governmental authority of any collateral or other property of Lessee.

SEVERABILITY

31) If any provision of this Lease is determined to be void, unlawful, or otherwise unenforceable: (a) that provision will be severed from this Lease and the validity of the remaining provisions of this Lease will not be affected; (b) this Lease will continue in full force and effect (other than with respect to such provision); and (c) the Parties will promptly meet to negotiate in good faith a replacement provision that is legal, valid and enforceable and that most nearly accomplishes and reflects the original intention of the Parties.

GOVERNING LAW

32) This Lease and enforcement hereunder shall be governed by the laws of the State of Ohio, without regard to conflicts of law principles that might refer the interpretation hereof to the laws of another state. Further, the parties consent to the sole and exclusive jurisdiction in the state and federal courts that have jurisdiction over the county in which the Leased Premises is located for all disputes arising from or relating to this Lease.

REPORTS AND DOCUMENTS

33) As may be required by law, Lessee shall notify Lessor of any judicial proceedings against Lessee affecting its possession under the Lease or the interest of Lessor in the Leased Premises. Further, upon written request of Lessor, Lessee shall send Lessor a copy of any filings with the Ohio Department of Natural Resources or other governmental agency within thirty (30) calendar days of receipt of such request.

ENTIRE AGREEMENT

34) No oral warranties, representations or promises have been made or relied upon by either Lessor or Lessee as an inducement to or modification of this Lease. This Lease (including all of the exhibits hereto) constitutes the entire understanding and agreement between Lessor and Lessee with respect to the transaction contemplated under this Lease, and supersedes

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all negotiations, prior discussions, and prior agreements and understandings relating to the transaction contemplated under this Lease. No amendment or modification of this Lease shall be binding unless made by written instrument of equal formality signed by both Lessor and Lessee.

NOTICE

35) All notices to the Parties concerning this Lease shall be effective only if they are in writing and given as follows: (i) upon receipt, when delivered personally to a Party at its address as provided below; (ii) on the first business day after being delivered to a reputable overnight courier service, prepaid, marked for next business day delivery to a Party at its address as provided in this Lease; or (iii) on the third business day after being sent by registered or certified United States mail, return receipt requested and postage or other charges prepaid, to a Party at its address as provided below; or (iv) on the fifth business day after being sent by regular United States mail to a Party at its address as provided below. If notice given by registered or certified mail is returned by the postal authorities as being "refused" or "unclaimed," a Party may give written notice to the other Party by ordinary United States mail, postage prepaid, to the last known business address as provided above. As proof of service, it will be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee, a certificate of mailing or its equivalent, or an acknowledgment of receipt by the recipient Party.

All notices or documentation to be given to Lessor pursuant to this Lease shall be sent to:

State of Ohio, ATTN: Glenn Stephen, 1980 W. Broad Street, Columbus Ohio 23223

All notices or documentation to be given to Lessee pursuant to this Lease shall be sent:

Gulfport Appalachia, LLC, ATTN: John Winzeler, 713 Market Drive, Oklahoma City, OK 73114

Lessor or Lessee may at any time change its address for such notices by giving the other written notice in accordance with this notice paragraph.

COMPLIANCE WITH LAWS

36) Lessee shall comply with all applicable federal, state and local laws, ordinances, regulations, rules, decisions, orders or requirements, and all changes or amendments thereto.

COUNTERPARTS

37) This Lease may be executed in one or more counterparts, each of which will be an original but all of which, taken together, will constitute only one legal instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other similar transmission method and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and be valid and effective for all purposes.

NO USE OF WATER

38) Lessee shall not enter the Leased Premises and remove any water, surface or subsurface, in, on or underneath the Leased Premises, including, but not limited to water from Lessor's wells, ponds, streams, lakes, springs, reservoirs, creeks or any other water bodies located in, on or under the Leased Premises, unless Lessee obtains the prior written permission of the Lessor by separate written agreement.

In the event any activity carried on by Lessee pursuant to the terms of this Lease damages, disturbs, or injures the quality or quantity of Lessor's water in, on or under the Leased Premises, Lessee, at its sole cost and expense, shall take all reasonable and necessary steps to correct any such damage, disturbance or

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injury and to remediate the same to as close to pre-damage status quo as reasonably possible, with all reasonably related costs of repair and maintenance to be paid by Lessee.

MISCELLANEOUS

39) **Force Majeure:** When Lessee's fulfillment of its obligations hereunder (except for the payment of money) are prevented or delayed by reason of a Force Majeure Event (as defined below), such obligations shall be suspended and this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. "Force Majeure Event" means an act of God, fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, pandemic, epidemic or by any other occurrence not reasonably within Lessee's control, whether of the kind specifically enumerated above or otherwise. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of a Force Majeure Event. The period of extension by reason of force majeure shall be limited to a cumulative total of twenty-four (24) months. The term "Force Majeure Event" shall not include lack of available markets for production.

40) **Nondiscrimination:** There shall be no discrimination by Lessee based on gender, race, color, religion, ancestry, national origin, age, sexual orientation, military status, handicap or disability, as defined in R.C. 4112.01.

41) **Ethics:** Lessee, by signature on this document, certifies that Lessee: (1) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chapter 102 and in R.C. 2921.42 and 2921.43 and (2) will take no action inconsistent with those laws. The Lessee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Lease and may result in the loss of other contracts or grants with the State of Ohio.

42) **Declaration Regarding Nonassistance to a Terrorist Organization:** Lessee hereby represents and warrants that Lessee has not provided material assistance to an organization listed on the Terrorist Exclusion List of the State Department of the United States.

43) **Campaign Contributions:** Lessee affirms that, as applicable, no party listed in Division (J) of R.C. 3517.13 (as may be amended from time to time) has made, within the two previous calendar years, one or more contributions totaling in excess of One Thousand Dollars (\$1,000.00) to the Governor of the State of Ohio or to the Governor's campaign committees.

44) **Prevailing Wage:** Lessee shall comply with any applicable provisions of R.C. Chapter 4115, as well as Ohio Administrative Code Chapter 4101:9-4, relating to the payment of prevailing wage.

45) **Drug-Free Workplace:** With respect to Operations undertaken pursuant to this Lease, Lessee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

46) **Debarment:** Lessee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services pursuant to R.C. 125.25.

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47) **Conflicts of Interest:** No personnel of Lessee who exercise any functions or responsibilities in connection with the review or approval of this Lease or carrying out of any of the work contemplated hereby shall, prior to the completion of the work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Lease, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Lessor in writing. Thereafter, he or she shall not participate in any action affecting the work, unless Lessor shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

The exhibits attached to and incorporated in this Lease are the following:

Exhibit A -- "Legal Description of the Property"

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease as of the date(s) set forth below, but it shall be effective as of and from the date set forth below the execution line for GOVERNOR OF THE STATE OF OHIO (the "Effective Date").

LESSOR: STATE OF OHIO

Name: _____

Title: _____

APPROVED:

ATTORNEY GENERAL OF OHIO

BY: _____
Assistant Attorney General

_____, Governor
STATE OF OHIO

Date: _____

Date: _____

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LESSEE:

By: _____
Its: _____

THE STATE OF OHIO :SS
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ (Lessee). No oath or affirmation was made in connection with this acknowledgement.

Notary Public
My Commission expires:

THE STATE OF OHIO :SS
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, _____ (Lessor). No oath or affirmation was made in connection with this acknowledgement.

Notary Public
My Commission expires:

This instrument prepared and reviewed as to form by the legal representatives of the [insert name of relevant state agency] and the Office of the Ohio Attorney General, including [insert name and contact information]. _____.

EXHIBIT "A" to and made a part of Oil and Gas Lease

Identification and Ownership of Parcels of Land located in Belmont County, Ohio

1). Tax Parcel No. 37-00223.001 being that parcel of land described and designated as Parcel No. 5-WD in that certain Warranty Deed, dated March 6, 1987 by and between Donald Bunfill and Dorothy Bunfill, husband and wife, as Grantors and State of Ohio, as Grantee, recorded in Book 639 at Page 404.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	50%	0.6060 acres	0.3030 acres	Somerset	Belmont	2 & 3	7-N	6-W

2). Tax Parcel No. 37-60001.001 being that parcel of land described and designated as Parcel No. 6-WD in that certain Warranty Deed, dated April 27, 1987 by and between The Trustees of the Somerton Southern Cemetery aka The Trustees of the Somerton Preparative Meeting of the Society of Friends of Belmont County as Grantor and State of Ohio, as Grantee, recorded in Book 640 at Page 487.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	100%	0.7400 acres	0.7400 acres	Somerset	Belmont	3	7-N	6-W

3). Tax Parcel No. 37-00222.001 being that parcel of land described and designated as Parcel No. 5-WD in that certain Warranty Deed, dated March 6, 1987 by and between Donald Bunfill and Dorothy Bunfill, husband and wife, as Grantors and State of Ohio, as Grantee, recorded in Book 639 at Page 404.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	50%	0.4200 acres	0.2100 acres	Somerset	Belmont	2 & 3	7-N	6-W

EXHIBIT "D" to and made a part of the
Nomination of State Owned Lands dated June 21, 2023
for Oil and Gas Lease

4). Tax Parcel No. 37-00511.001 being that parcel of land described and designated as Parcel No. 4-WD in that certain Warranty Deed, dated July 15, 1987 by and between Dale S. Plumly, married as Grantor and State of Ohio, as Grantee, recorded in Book 642 at Page 420.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	100%	2.4700 acres	2.4700 acres	Somerset	Belmont	31	6	5

5). Tax Parcel No. 37-00107.001 being that parcel of land described and designated as Parcel No. 3-WD in that certain Warranty Deed dated March 6, 1987 by and between Mark T. McFrederick and Shannon L. McFrederick, husband and wife, as Grantors and State of Ohio, as Grantee, recorded in Book 639 at Page 406.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	100%	0.0720 acres	0.0720 acres	Somerset	Belmont	2	7-N	6-W

6). Tax Parcel No. 47-00034.001 being that parcel of land described and designated as Parcel No. 2-WD in that certain Judgement Entry, dated April 15, 1988 wherein the State applied for an Appropriation for Highway Purposes of the Property of Bobby E. Moore, recorded in Book 647 at Page 554.

State Entity	Undivided Ownership Percentage	Gross Acreage	Net Acreage	Township	County	Section	Township	Range
State of Ohio	100%	5.1010 acres	5.1010 acres	Wayne	Belmont	17	6-N	5-W

Total Gross Acres: 9.3370 acres

Total Net Acres: 8.8960 acres

Identified Formation: Utica Shale, Point Pleasant formation

END OF EXHIBIT "D"

EXHIBIT "E"
to and made a part of the
Nomination of State Owned Lands dated June 21, 2023
for Oil and Gas Lease

OHIO DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF MINERAL RESOURCES MANAGEMENT
 ATTN: SURETY SECTION
 2045 MORSE RD., BLDG. H-3
 COLUMBUS, OH 43229-6693

BOND NUMBER: ES00001456

SURETY BOND (Form 2)

KNOW ALL MEN BY THESE PRESENT:

That we, Gulfport Appalachia, LLC of the City of Oklahoma City
 County of Oklahoma, State of OK, as Principal,
 and Everest Reinsurance Company P.O. Box 830, Liberty Corner, NJ 07938
 (Surety) (Address)

as surety are held and firmly bound unto the State of Ohio in the amount of this bond to payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these present.

WHEREAS, the above names Principal has applied or intends to apply to the Chief of the Division of Mineral Resources Management, Department of Natural Resources, State of Ohio for a permit under Chapter 1509 of the Ohio Revised Code.

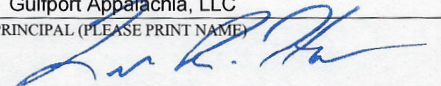
- BLANKET BOND (THREE OR MORE WELLS) \$15,000.00
- INDIVIDUAL BOND (TWO WELLS) \$10,000.00
- INDIVIDUAL BOND (ONE WELL) \$ 5,000.00

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal herein shall comply fully with Chapter 1509 of the Ohio Revised Code, all amendments thereto, and all rules and orders of the Chief relating thereto, including the filing of all required reports, then this obligation shall be null and void, otherwise to remain in full force and effect.

The duration of this bond shall be from the time filed with the Division of Mineral Resources Management until the Chief is satisfied that the well has been plugged and all restoration requirements performed in accordance with Chapter 1509 of the Ohio Revised Code and the rules and orders of the Division of Mineral Resources Management, including all logs, plugging records, or other information required by the Division of Mineral Resources Management have been fulfilled, unless the bond has been canceled as hereinafter provided.

The Surety shall notify the Chief of its intent to terminate its liability under the bond by giving thirty days notice to the Chief. The Chief shall thereupon require the Principal on the bond to file a new Surety Bond, Cash, Certificate of Deposit, or Irrevocable Letter of Credit before any new or additional permits will be issued to the Principal. If a new Surety Bond, Cash, Certificate of Deposit, or Irrevocable Letter of Credit is filed by the Principal, liability under the original bond shall thereupon cease and terminate.

IN WITNESS WHEREOF, we hereunto set our hand and affixed our signature this 8th day of June, 2020.

Gulfport Appalachia, LLC
 PRINCIPAL (PLEASE PRINT NAME)

 PRINCIPAL (SIGNATURE)

Everest Reinsurance Company
 SURETY

STATE OF Texas
 COUNTY OF Oklahoma, ss:

STATE OF TEXAS
 COUNTY OF Harris, ss:

The foregoing bond was acknowledged before me this 8th day of June, 2020

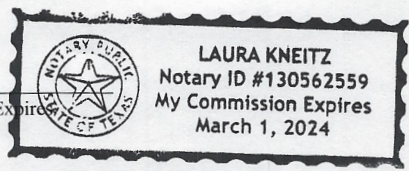
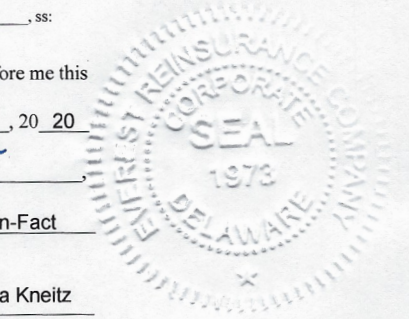
The foregoing bond was acknowledged before me this 8th day of June, 2020

By Quentin R. Hicks
 on behalf of Gulfport Appalachia LLC
 (Circle the appropriate: Self, Attorney-in-Fact, Partnership, Corporation)

By Megan Sivley
 on behalf of Megan Sivley, Attorney-in-Fact
 (Authorized Agent)

Kaysie L. Keeney
 NOTARY PUBLIC
 Date Commission Expires July 19, 2022

Laura Kneitz
 NOTARY PUBLIC
 (SEAL)
 Date Commission Expires March 1, 2024



A CERTIFICATE OF COMPLIANCE, SIGNED BY THE SUPERINTENDENT OF INSURANCE OF OHIO, MUST BE ATTACHED TO THIS BOND. WHEN THE PRINCIPAL OR SURETY EXECUTES THIS BOND BY AGENT, POWER OF ATTORNEY OR OTHER EVIDENCE OF AUTHORITY MUST BE ATTACHED.
 DNR 56 (Rev. 01/05)

Effective Date: November 23, 1976

Expiration Date: April 1, 2021

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

EVEREST REINSURANCE COMPANY

NAIC No. 26921

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew- Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	
Inland Marine	

This Certificate of Authority is subject to the laws of the State of Ohio



Mike DeWine, Governor

Jillian Froment, Director

EVEREST

ES050R10041

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Dan W. Burton, Teresa D. Kelly, Craig, C. Payne, Laura L. Kneitz, Melissa Haddick, Megan Sivley

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Nicole Chase

Attest: Nicole Chase, Assistant Secretary

Anthony Romano

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 28th day of June 2020.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Houston-Alliant Insurance Services, Inc. 5444 Westheimer Rd 9th fl Houston TX 77056		CONTACT NAME: Jenna Daniels PHONE (A/C, No, Ext): 832-485-4000 FAX (A/C, No): 832-485-4001 E-MAIL ADDRESS: Jenna.daniels@alliant.com	
INSURED Gulfport Energy Corporation 3001 Quail Springs Parkway Oklahoma City OK 73134 <i>ON 2021063018787</i> <i>*See 2nd page*</i>		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Markel Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11150 38970
License#: 0C36861		GULFENE-02	

COVERAGES

CERTIFICATE NUMBER: 1132028092

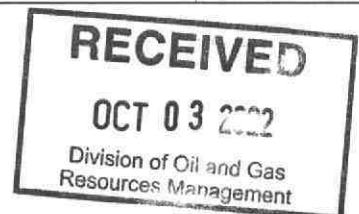
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		81REG5044500	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		81CAB5036701	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		81REU5044500	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		81WCI5036601	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability		MKLV4ENV105017	10/1/2022	10/1/2023	Each Event Limit 10,000,000 Policy Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Ohio Division of Oil and Gas Resources Management
 Attn: Surety Section
 2045 Morse Road, Bldg. F-2
 Columbus OH 43229-6693

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT "E"
to and made a part of the
Nomination of State Owned Lands dated June 21, 2023
for Oil and Gas Lease
AGENCY CUSTOMER ID: GULFENE-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Houston-Alliant Insurance Services, Inc.		NAMED INSURED Gulfport Energy Corporation 3001 Quail Springs Parkway Oklahoma City OK 73134	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Named Insureds:

Gulfport Energy Corporation
Gator Marine, Inc.
Gator Marine Ivanhoe
Puma Resources, Inc.
Westhawk Minerals
Gulfport Appalachia LLC
Gulfport Midstream Holdings, LLC
Gulfport MidCon LLC
Mule Sky LLC
Gulfport MidCon LLC

[Home](#) [About Us](#) [Consumers](#) [Agents and Agencies](#) [Companies](#)

Ohio Department of Insurance Company Search

COMPANY SEARCH CRITERIA

Company Name:

11150

NAIC ID#:

SEARCH RESULTS

1/1 10

Company Name	NAIC #	Type	Address	City	State	Zip	Phone Number	Domicile State
ARCH INSURANCE COMPANY	11150	Property and Casualty	Harborside 3 210 Hudson Street, Suite 300	Jersey City	NJ	07311	201-743-4000	MO

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Ohio Department of Insurance Company Search

COMPANY SEARCH CRITERIA

Company Name:

NAIC ID#:

SEARCH RESULTS

1/1 10

Company Name	NAIC #	Type	Address	City	State	Zip	Phone Number	Domicile State
MARKEL INSURANCE COMPANY	38970	Property and Casualty	4521 Highwoods Pkwy	Glen Allen	VA	23060	800-431-1270	IL

End of Exhibit E

has hereunto set his hand this 6th day of March, 1987

Deeds
BELMONT COUNTY RECORDS
VOL. 639 PAGE 405
MAR 13 8 48 AM 1987
RECORDED
STANLEY J. FRANCIS
RECORDER

Donald Bunfill
Donald Bunfill, Husband
Dorothy Bunfill
Dorothy Bunfill, Wife

STATE OF OHIO, COUNTY Belmont, ss.

BE IT REMEMBERED, That on this 6th day of March 1987, before me the subscriber, a Notary Public in and for said county, personally came the above named

Donald Bunfill & Dorothy Bunfill

and acknowledged the signing of the foregoing deed to be their voluntary act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Harold G. ...
Notary Public
State of Ohio
Commission Expires 12/7/91

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____ 19____, before me the subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing deed to be _____ voluntary act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____ 19____, before me the subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing deed to be _____ voluntary act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

This instrument prepared by Richard J. Sheaffer, P.E. for the State of Ohio, Department of Transportation.

19842

WARRANTY DEED FROM

Donald Bunfill and Dorothy Bunfill, Husband & Wife
Address Box 438
Somerton, Ohio 43784

TO THE STATE OF OHIO

S. R. 800 County Belmont
Section 2.17
Parcel No. 5 WD

TRANSFERRED

_____, 19____, Auditor
Received _____, 19____, M.
At _____ o'clock _____, 19____
in _____ County
Record of Deeds, Vol. _____ Page _____
Recorder's Fee, \$ _____

NOTE

To the County Recorder:
As soon as this deed has been recorded, it should be returned to the Department of Transportation, at 715 - Edwards St with Grace Sella
Richard J. Sheaffer
44266

OK
6-1-82
21
7

406

RE 13
Rev. 12-72

\$1000 PAID

191343
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

1 VOL 639 PAGE 406

That Mark T. McFrederick and Sharon L. McFrederick, Husband & Wife

hereinafter referred to as the grantor (as used herein, Grantor includes the plural and words in the masculine in-
cludes the feminine) in consideration of the sum of Three Hundred Fifty and 00/100 -----
----- Dollars (\$ 350.00)

to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, the following described real estate:

Situated in the Township of Somerset, County of Belmont, State of
Ohio, and in Section 2, Town 7-N, Range 6-W, and bounded and described as follows:
PARCEL NO. 3-WD

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation, and recorded in Book _____, Page _____, of the records of Belmont County and being located within the following described points in the boundary thereof:

Commencing at a stone located at the Northwest corner of said Section 2, the northerly line of which bears S 89°29'23" E; thence S 59°48'58" E for a distance of 2478.32 feet to an Iron Pin located at the northeasterly corner of a 1.7403 tract of land now or formerly owned by Charles Clark and Sons Equipment, Inc. and recorded in Volume 631, Page 445, County Recorder's Office; thence N 10°12'09" W along the northerly property line a distance of 81.08 feet to an angle point therein; thence continuing along said property line, N 25°08'24" W a distance of 49.84 feet to a point where the proposed easterly Right of Way line for State Route 800 intersects the Grantor's southerly property line, said point being located 96.96 feet right of centerline survey Station 119 + 17.32, and being the TRUE PLACE OF BEGINNING; thence N 25°08'24" W along the Grantor's southerly property line a distance of 60.16 feet to the southwest property corner; thence N 17°28'33" E along the Grantor's westerly property line a distance of 140.76 feet to an Iron Pin located at the northwesterly property corner; thence S 88°46'15" E along the Grantor's northerly property line a distance of 17.78 feet to a point in the proposed easterly Right of Way line for State Route 800; thence S 15°40'09" W along the said proposed Right of Way line a distance of 165.28 feet to an angle point therein; thence continuing along said proposed line, S 25°08'24" E a distance of 29.56 feet to an angle point therein; thence continuing further along said proposed line, S 44°33'14" W a distance of 3.43 feet to the true place of beginning, containing 0.072/Acre, more or less, of which the present road occupies 0.032 Acre, more or less.

The description for this parcel is based on a centerline survey, made by Ralph M. Swartz, Registered Surveyor No. S-005764.

TRANSFERRED
FEE 504 DATE 8-13-87
SECT. 319,202 R.C. FEE EXA
J. A. Pappano AUDITOR
N. Appelon DEPUTY

Needs
BELMONT CO. RECORD OF **NO PLAT REQUIRED**
VOL. 639 PAGE 406 **BOARD OF COMMISSIONERS**
RECEIVED
BY R. Bennett 3-10-87 DATE
MAR 13 8 49 AM '87 **FRED E. BENNETT**
COUNTY ENGINEER
RECORDED **MAR 16 1987**
STANLEY SIMONCIC
RECORDER

Grantor claims title by instrument(s) of record in D.B. 603 Page 171 County Recorder's Office.

Grantor, for himself and his heirs, executors, administrators and assigns, reserves _____

TO HAVE AND TO HOLD the real estate with all the rights, privileges and appurtenances thereto belonging to the Grantee, its successors and assigns forever.

And the said grantor, for himself and his heirs, executors, administrators and assigns does hereby covenant with the said Grantee, its successors and assigns, that he is the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is free and clear from all liens and encumbrances whatsoever, **EXCEPT ZONING ORDINANCES AND UTILITY EASEMENTS OF RECORD.**



and further, that he does Warrant and will Defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor, who hereby releases all right and expectation of dower herein, has hereunto set his hand this 6th day of March, 1987.

James E. Struger
T. A. Paul

Mark T MCFREDERICK, HUSBAND

Sharon L MCFREDERICK, WIFE

STATE OF OHIO, COUNTY Belmont, ss.

BE IT REMEMBERED, That on this 6th day of March, 1987, before me the

subscriber, a Notary Public in and for said county, personally came the above named

Mark T. M^c Frederick & Sharon L. M^c Frederick

and acknowledged the signing of the foregoing deed to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Sharon L. Paul
Notary Public

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me the

subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing deed to be _____ voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me the

subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing deed to be _____ voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

This instrument prepared by Richard J. Sheaffer, P.E. for the State of Ohio, Department of Transportation.

191343
WARRANTY DEED FROM

Mark T. McFrederick and Sharon L. McFrederick, Husband & Wife
Address 317 1/2 East Main Street
Barnesville, Ohio 43713

TO THE STATE OF OHIO

S. R. 800 County Belmont
Section 2.17
Parcel No. 3 WD, T

TRANSFERRED

Received _____, 19____
At _____ o'clock _____ M.
Recorded _____, 19____
in _____ County
Record of Deeds, Vol. _____ Page _____

Recorder's Fee, \$ _____
Recorder _____

NOTE

To the County Recorder:
As soon as this deed has been recorded, it should be returned to the Department of Transportation, at 705 Oakwood St

Reverend John 44266
Allen Brown 44266

\$10.00 PAID

192287

RE 13 Rev. 12-72

WARRANTY DEED

VOL 640 PAGE 487

KNOW ALL MEN BY THESE PRESENTS:

That Trustees of the Somerton Southern Cemetery aka The Trustees of the Somerset

Preparative Meeting of the Society of Friends of Belmont County hereinafter referred to as the grantor (as used herein, Grantor includes the plural and words in the masculine includes the feminine) in consideration of the sum of Six Hundred and 00/100

Dollars (\$ 600.00) to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, the following described real estate:

Situated in the Township of Somerset, County of Belmont, State of Ohio, and in Section 3, Town 7-N, Range 6-W, and bounded and described as follows:

PARCEL NO. 6-WD

Being a parcel of land lying on the left & right sides of the centerline of a survey, made by the Department of Transportation, and recorded in Book, Page, of the records of Belmont County and being located within the following described points in the boundary thereof:

Commencing at a stone located at the southwest corner of the aforesaid Section 3; thence S 89°29'23" E along the southerly line of said Section a distance of 1754.39 feet to the Grantor's southwest property corner, which is located 1.98 feet left of centerline survey Station 130 + 71.94, and is the TRUE PLACE OF BEGINNING: thence N 25°53'27" E along the Grantor's westerly property line, crossing the centerline of survey at Station 130 + 82.29, for a distance of 416.10 feet to an angle point therein; thence continuing along said property line, N 14°41'27" E a distance of 12.46 feet to a point in the proposed Right of Way for for State Route 800; thence along said Right of Way line the following four (4) courses:

- 1.) S 69°52'46" E a distance of 22.20 feet to an angle point therein; thence
2.) S 1°04'18" W a distance of 197.32 feet to an angle point therein; thence
3.) S 34°53'31" W a distance of 154.89 feet to an angle point therein; thence
4.) S 18°54'58" E a distance of 58.76 feet to a point in the Grantor's southerly property line; thence along said property line, N 89°29'23" W, crossing the centerline of survey at Station 130 + 72.43, for a distance of 132.46 feet to the true place of beginning, containing 0.741 Acre, more or less, of which the present road occupies 0.240 Acre, more or less, all out of a calculated 5.506 Acre tract.

The description for this parcel is based on a centerline survey, made by Ralph M. Swartz, Registered Surveyor No. S-005764.

TRANSFERRED FEE 504 DATE 5-6-87 SECT. 319,202 R.C. FEE EYA J.A. PAPPANO, AUDITOR DEPUTY

BELMONT COUNTY RECORDS DEEDS VOL 640 PAGE 487 MAY 7 9 07 AM '87 RECORDED MAY 8 1987 STANLEY SIMONCIG RECORDER

NO FLAT REQUIRED BOARD OF COMMISSIONERS BY FRED F. BERNETT COUNTY ENGINEER DATE 4-30-87

Grantor claims title by instrument(s) of record in D.B. 155 Page 401 County Recorder's Office.

Grantor, for himself and his heirs, executors, administrators and assigns, reserves ingress and egress to residue

TO HAVE AND TO HOLD the real estate with all the rights, privileges and appurtenances thereto belonging to the Grantee, its successors and assigns forever.

And the said grantor, for himself and his heirs, executors, administrators and assigns does hereby covenant with the said grantee, its successors and assigns, that he is the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is free and clear from all liens and encumbrances whatsoever, EXCEPT ZONING ORDINANCES AND UTILITY EASEMENTS OF RECORD.

1987

and further, that he does Warrant and will Defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor, who hereby releases all right and expectance of dower herein,

has hereunto set his hand this 27 day of April, 1987

VOL 640 PAGE 488

Richard A. Bunn
Bernice P. McLaughlin

Trustees of the Somerton Southern Cemetery aka
The Trustees of the Somerset Preparative
Meeting of the Society of Friends of
Belmont County

BY: *Fred E. Stephen* President
Patricia Yarnall Secretary

STATE OF OHIO, COUNTY Belmont, ss.

BE IT REMEMBERED, That on this 27th day of April 1987, before me the subscriber, a Notary Public in and for said county, personally came the above named Fred E. Stephen

and acknowledged the signing of the foregoing deed to be his voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Sarah M. Parsons
Notary Public

STATE OF OHIO, COUNTY Belmont, ss.

BE IT REMEMBERED, That on this 27th day of April 1987, before me the subscriber, a Notary Public in and for said county, personally came the above named Patricia Yarnall

and acknowledged the signing of the foregoing deed to be her voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Sarah M. Parsons
Notary Public

STATE OF OHIO, COUNTY Belmont, ss.

BE IT REMEMBERED, That on this _____ day of _____ 19____, before me the subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing deed to be _____ voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

This instrument prepared by Richard J. Sheaffer, P.E. for the State of Ohio, Department of Transportation.

WARRANTY DEED FROM

Trustees of the Somerton Southern Cemetery aka The Trustees of the Somerset Preparative Meeting of the Society of Friends of Belmont County
Address 55221 Washington Street

Somerton, Ohio 43784

TO THE STATE OF OHIO

S. R. 800 County Belmont

Section 2.17

Parcel No. 6 WD

TRANSFERRED

_____, 19____, Auditor

Received _____, 19____ M.

At _____ o'clock _____, 19____

Recorded _____, 19____ County _____

Record of Deeds, Vol. _____ Page _____

Recorder's Fee, \$ _____

NOTE

To the County Recorder:

As soon as this deed has been recorded, it should be returned to the Department of Transportation, at _____

4 1987

420

\$10.00 PAID

193962

016
5-1-80
4

RE 13
Rev. 12-72

L VOL 642 PAGE 420

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Dale S. Plumly, Married

hereinafter referred to as the grantor (as used herein, Grantor includes the plural and words in the masculine includes the feminine) in consideration of the sum of Two Thousand Six Hundred Fifty-Five and 00/100

Dollars (\$2,655.00) to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, the following described real estate:

Situated in the Township of Somerset, County of Belmont, State of Ohio, and in Section 2, Town 7-N, Range 6-W, and bounded and described as follows:

PARCEL NO. 4-WD

Being a parcel of land lying on the left & right sides of the centerline of a survey, made by the Department of Transportation, and recorded in Book, Page, of the records of Belmont County and being located within the following described points in the boundary thereof:

Commencing at a stone located at the northwest corner of said Section 2; thence S 89°29'23" E along the north line of said Section a distance of 1754.39 feet to the Grantor's northwesterly property corner, which is located 1.98 feet left of centerline survey Station 130 + 71.94, and is the TRUE PLACE OF BEGINNING; thence continuing along said Section line and the Grantor's northerly property line, S 89°29'23" E; crossing the centerline of survey at Station 130 + 72.43, for a distance of 132.46 feet to a point in the proposed easterly Right of Way line for State Route 800; thence along said proposed Right of Way line the following seven (7) courses:

- 1.) S 2°40'58" E a distance of 356.95 feet to an angle point therein; thence
- 2.) S 41°05'04" E a distance of 176.14 feet to an angle point therein; thence
- 3.) S 49°44'10" E a distance of 142.53 feet to an angle point therein; thence
- 4.) S 25°44'24" E a distance of 64.71 feet to an angle point therein; thence
- 5.) S 59°37'41" E a distance of 141.43 feet to an angle point therein; thence
- 6.) S 27°16'18" E a distance of 45.72 feet to an angle point therein; thence
- 7.) S 33°49'51" W a distance of 20.01 feet to a point in the Grantor's southerly property line; thence along the Grantor's southerly and westerly property lines the following five (5) courses:
 - 1.) N 57°25'20" W a distance of 173.47 feet to an angle point therein; thence
 - 2.) N 42°41'42" W a distance of 220.00 feet to an angle point therein; thence
 - 3.) N 62°58'25" W, crossing the centerline of survey at Station 125 + 70.85, for a distance of 358.36 feet to the southwest property corner; thence
 - 4.) N 1°01'27" E a distance of 165.00 feet to an angle point therein; thence
 - 5.) N 22°40'27" E a distance of 202.40 feet to the true place of beginning, containing 2.469 Acres, more or less, of which the present road occupies 0.537 Acres, more or less.

The description for this parcel is based on a centerline survey, made by Ralph M. Swartz, Registered Surveyor No. S-005764.

TRANSFERRED
FEE 507 DATE 7-29-87
SECT. 319,202 R.C. FEE EXA
J.A. PAPPANO, AUDITOR
D. Cappelloni DEPUTY

HAROLD L. MURAD

Grantor claims title by instrument(s) of record in D.B. 597 Page 723 County Recorder's Office.

Grantor, for himself and his heirs, executors, administrators and assigns, reserves ingress and egress

TO HAVE AND TO HOLD the real estate with all the rights, privileges and appurtenances thereto belonging to the Grantee, its successors and assigns forever.

And the said grantor, for himself and his heirs, executors, administrators and assigns does hereby covenant with the said Grantee, its successors and assigns, that he is the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is free and clear from all liens and encumbrances whatsoever,

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and further, that he does Warrant and will Defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor, who hereby releases all right and expectance of dower herein, has hereunto set his hand this 15TH day of July, 1987.

two witnesses
X Edith M. Nims
X Eleanor Plumly

Dale S. Plumly
Dale S. Plumly, Married
Beverly J. Plumly
Beverly J. Plumly, His Spouse

RECORDED JUL 29 1 35 PM '87
STANLEY SPROBIC
RECORDER
BELMONT COUNTY, OHIO
NOTARY PUBLIC
NO. 642
AGE 42
1987

STATE OF OHIO, COUNTY Belmont, ss.

BE IT REMEMBERED, That on this 15TH day of July, 1987, before me the

subscriber, a Notary Public in and for said county, personally came the above named

Dale S. Plumly and Beverly J. Plumly

and acknowledged the signing of the foregoing deed to be *THEIR* voluntary act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

ROBERT C. WALLACE
Notary Public, State of Ohio
My Commission Expires May 20, 1988

Notary Public

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me the

subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing deed to be _____ voluntary act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me the

subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing deed to be _____ voluntary act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

This instrument prepared by Richard J. Sheafer, P.E. for the State of Ohio, Department of Transportation.

193962

WARRANTY DEED FROM

Dale S. Plumly, Married
RR #1
Address: Barnesville Ohio 43713
TO THE STATE OF OHIO
S. R. 800 County BEL
Section 2.17
Parcel No. 4 WD
TRANSFERRED
_____, 19____, Auditor
Received _____, 19____ M.
At _____ o'clock
Recorded _____, 19____ County
in _____ County
Record of Deeds, Vol. _____ Page _____
Recorder's Fee, \$ _____
Recorder _____, Recorder

NOTE

To the County Recorder:
As soon as this deed has been recorded, it should be returned to the Department of Transportation, at
705 Oakwood Street
Ravenna, Ohio 44266

12/1

*Dianna
Auditors*

\$20.00 PAID 198287

IN THE COURT OF COMMON PLEAS OF BELMONT COUNTY, OHIO

APPROPRIATION BY THE STATE OF	*	
OHIO FOR HIGHWAY PURPOSES OF THE	*	<u>JUDGMENT ENTRY ON</u>
PROPERTY OF BOBBY E. MOORE, ET AL.,	*	<u>JURY VERDICT</u>
ON STATE ROUTE NO. 148, SECTION	*	
7.02, BELMONT COUNTY, OHIO.	*	Case No. 87-CIV-275
(PARCELS NOS. 2-WD, 2-T)	*	

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This cause came on duly to be heard for the determination of compensation of land taken and assessments of damages to the residue. Thereupon, a jury was impaneled and sworn; and such issues as to compensation and damages were duly submitted to said jury. Thereupon, after due deliberation, said jury returned a verdict for One Hundred Seventy-Five Thousand and no/100 Dollars (\$175,000.00) as compensation for land taken, Twenty Thousand and no/100 Dollars (\$20,000.00), as compensation for a temporary take and Five Hundred and no/100 Dollars (\$500.00) as damages to the residue, such verdict thus being for the total sum of One Hundred Ninety-Five Thousand Five Hundred and no/100 Dollars (\$195,500.00).

It is therefore, ORDERED, ADJUDGED AND DECREED that the said proceedings be and the same are hereby approved and confirmed by the court and that the Director of Transportation of the state of Ohio shall deposit with this court a sum sufficient, to wit: One Hundred Ninety-Three Thousand Seven Hundred Twenty-Five and no/100 Dollars (\$193,725.00) which when added to the original deposit herein, to wit: One Thousand Seven Hundred Seventy-Five and no/100 Dollars (\$1,775.00) will equal the said sum of One Hundred Ninety-Five Thousand Five Hundred and no/100 Dollars

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Belmont County
Bobby E. Moore, et al
Case No. 87-CIV-275

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(\$195,500.00) which shall be paid by the clerk to the
landowners herein as their interests may appear in an order
for distribution.

Further in conformity with these proceedings, it is
ORDERED, ADJUDGED AND DECREED that an easement and fee
simple title for highway purposes in, over and upon the land
described in the Resolution filed herein as Parcel No. 2-WD
(HIGHWAY) and Parcel No. 2-T (TEMPORARY), the same being
located in the township of Wayne, county of Belmont, state
of Ohio and in Section 17, Town 6 North, Range 5 West and
bounded and described as follows: Being parcels of land
lying on the left and right sides of the centerline of a
survey made by the Department of Transportation and
unrecorded of the records of Belmont County and being
located within the following described points in the
boundary thereof:

PARCEL NO. 2-WD (HIGHWAY)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

Commencing at a Stone located at the southeast corner
of the west half of said Section 17, the southerly line of
which Section bears north 84 degrees 07 minutes 00 seconds
west and is the basis of bearings for the herein described
tract of land;

Thence north 20 degrees 02 minutes 46 seconds west for
a distance of 1988.01 feet to a point in the property
owner's westerly property line which it is intersected by
the centerline of a survey of State Route 148, Section 7.02
made in 1986 for the state of Ohio, Department of
Transportation at centerline survey station 12 plus 33.97,
said point being the TRUE PLACE OF BEGINNING:

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Case No. 87-CIV-275

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Thence along the property owner's westerly property line north 14 degrees 11 minutes 01 seconds west a distance of 105.77 feet to a point in the proposed northerly right of way line for State Route 148;

Thence along said right of way line and the proposed right of way line for relocated County Road 92 the following ten (10) courses:

- 1.) South 63 degrees 02 minutes 46 seconds east a distance of 107.65 feet to an angle point therein; thence
- 2.) North 8 degrees 32 minutes 19 seconds west a distance of 109.04 feet to an angle point therein; thence
- 3.) North 0 degrees 55 minutes 13 seconds east a distance of 269.72 feet to an angle point therein; thence
- 4.) North 74 degrees 40 minutes 20 seconds east a distance of 30.00 feet to an angle point therein; thence
- 5.) South 43 degrees 24 minutes 01 seconds east a distance of 85.00 feet to an angle point therein; thence
- 6.) South 21 degrees 31 minutes 11 seconds east a distance of 181.58 feet to an angle point therein; thence
- 7.) South 37 degrees 13 minutes 43 seconds east a distance of 380.79 feet to an angle point therein; thence
- 8.) South 17 degrees 03 minutes 17 seconds west a distance of 206.58 feet to an angle point therein; thence
- 9.) South 35 degrees 35 minutes 56 seconds east a distance of 106.21 feet to an angle point therein; thence
- 10.) South 3 degrees 59 minutes 32 seconds east a distance of 118.37 feet to an angle point therein;

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Thence south 59 degrees 45 minutes 04 seconds west crossing the centerline of survey at station 19 plus 00 for a distance of 79.33 feet to a point 35 feet right of centerline survey station 19 plus 00;

Thence north 38 degrees 02 minutes 32 seconds west along the proposed southerly right of way line for State Route 148 a distance of 212.70 feet to a point;

Thence continuing along said right of way line north 55 degrees 14 minutes 00 seconds west a distance of 234.88 feet to a point in the property owner's westerly property line;

Thence along said property line north 14 degrees 11 minutes 01 seconds west a distance of 242.51 feet to the true place of beginning, containing 5.101 acres, more or less, of which the present road occupies 1.600 acres, more or less.

Owners reserve the right of ingress and egress to and from any residual area.

PARCEL NO. 2-T (TEMPORARY)
THE TEMPORARY RIGHT TO CONSTRUCT A FIELD DRIVE

Beginning at a point in the proposed right of way line for relocated County Road 92, said point being located 398.02 feet left of station 11 plus 81.51 in the centerline of a survey of State Route 148 Section 7.02 made in 1986 for the state of Ohio, Department of Transportation, said point also being located 55 feet left of relocated County Road 92 centerline survey station 7 plus 00;

Thence north 74 degrees 40 minutes 20 seconds east a distance of 35.00 feet to a point 90 feet left of County Road 92 centerline survey station 7 plus 00;

Thence south 15 degrees 19 minutes 40 seconds east a distance of 60.00 feet to a point 90 feet left of County Road 92 centerline survey station 7 plus 60;

Thence south 74 degrees 40 minute 20 second west a distance of 28.49 feet to a point in the aforementioned proposed right of way line for County Road 92, said point being 61.51 feet left of County Road 92 centerline survey station 7 plus 60;

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Thence north 21 degrees 31 minutes 11 seconds west along said proposed right of way line a distance of 60.35 feet to the place of beginning, containing 0.044 acres, more or less.

Descriptions for the above parcels are based on a centerline survey made by Ralph M. Swartz, Registered Surveyor No. S-005764.

Said stations being the station numbers as stipulated in the hereinbefore mentioned survey as shown by plans on file in the Department of Transportation, Columbus, Ohio.

Property owners claim title by instrument of record in Deed Book 573 Page 14 of the Belmont County Recorder's Office, be and the same hereby are duly vested in the state of Ohio, free and clear of all claims of the owners of said lands and persons having an interest therein, to wit:

<u>NAME</u>	<u>ADDRESS</u>
Bobby E. Moore	Box 282 Bethesda, Ohio 43719
Linda M. Moore	Box 282 Bethesda, Ohio 43719
Brenda Murray	32 Cotswold Lane Moreland Hills Chagrin Falls, Ohio 44022
Robert E. Murray	32 Cotswold Lane Moreland Hills Chagrin Falls, Ohio 44022
Treasurer of Belmont County, Ohio	St. Clairsville, Ohio
Auditor of Belmont County, Ohio	St. Clairsville, Ohio

It is further ORDERED that the clerk of this court withhold from the amount deposited herein the sum required to be paid for real estate taxes and special assessments, if

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Belmont County
Bobby E. Moore, et al
Case No. 87-CIV-275

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any, accrued pursuant to law, as directed by the county auditor; and further, that the clerk shall receive from the auditor of this county a statement of such accrued real estate taxes and special assessments, if any, as of the date of the filing of this entry and after payment of such accrued real estate taxes and special assessments, if any, by either the clerk or the landowners. The balance of the monies deposited herein by the Director of Transportation shall be paid to said landowners herein named by the clerk of this court as their interest may be established by subsequent order of this court.

It is further ORDERED that a certified copy of this entry be transmitted by the clerk of courts to the county auditor for the purpose of making the proper notations relative to the transfer of title, if any, and changes of tax valuation and liability therefore, if any; that the county auditor also cause said parcels to be removed from the real estate taxes records of this county to such extent that the state of Ohio is duly vested with title thereof free and clear of any real estate tax consequences therefore; (O.R.C. Section 163.15 and 163.16) that the county auditor transmit said entry to the county recorder for recording in the deed records of this county; that all transfer fees of the county auditor and the recordation fees

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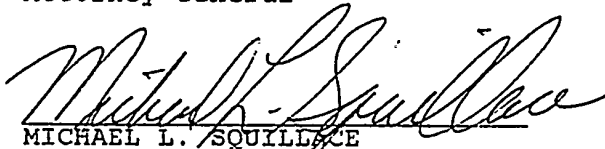
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Belmont County
Bobby E. Moore, et al
Case No. 87-CIV-275

of the county recorder shall be charged as part of the court costs herein pursuant to O.R.C. Section 163.15 and 163.16 and that the Director of Transportation, state of Ohio pay all court costs herein accrued and that a record be made of these proceedings according to law. It is ordered that interest shall be paid as provided by law. (O.R.C. §163.17)


HAROLD B. THOMAS

JUDGE HAROLD B. THOMAS

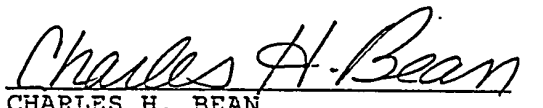
ANTHONY J. CELEBREZZE, JR.
Attorney General


MICHAEL L. SQUILLACE
Assistant Attorney General
Chief, Transportation Section

NO PLAT REQUIRED
BOARD OF COMMISSIONERS
BY *R. E. Smith* 4-14-88
FRED F. BOBETT DATE
COUNTY ENGINEER


SOCRATES J. SPACE
Assistant Attorney General

TRANSFERRED
FEE 50¢ DATE 4-15-88
SECT. 319,202 R.C. FEE EX A
J.A. PAPPANO, AUDITOR
D. Cappadona DEPUTY


CHARLES H. BEAN
Attorney for the Property Owners

BELMONT CO. RECORD OF *dudd*
VOL. 647 PAGE 564
RECEIVED

APR 15 10 18 AM '88
RECORDED APR 18 1988
STANLEY SIMONCIC
RECORDER

STATE OF OHIO
BELMONT COUNTY

RANDY L. MARPLE, CLERK OF COURTS, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILE IN THIS OFFICE.

RANDY L. MARPLE, CLERK OF COURTS
BY:  DEPUTY