

Suspend  
3 Reading  
4-9-26

Passed  
4-9-26

ORDINANCE NO. 26-12

**AN ORDINANCE ACCEPTING THE BID FOR THE OIL AND GAS  
LEASE WITH ASCENT RESOURCES – UTICA, LLC,  
AUTHORIZING THE MAY TO ENTER INTO THE SAME AND  
DECLARING AN EMERGENCY.**

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BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLAIRE,  
COUNTY OF BELMONT, STATE OF OHIO:

SECTION 1: That the bid for the Oil and Gas Lease with Ascent Resources – Utica, LLC, being the best bid submitted, is hereby accepted. This ordinance is effective as of March 30, 2026.

SECTION 2: That the Mayor of the village is hereby authorized, directed and empowered to sign the proposed Oil and Gas with Ascent Resources – Utica and to execute all other instruments required to complete said transaction in accordance with the lease. A copy of the Lease is attached to this ordinance and will be maintained in the Village Fiscal Officer office.

SECTION 3: That Council hereby declares this Ordinance to be an emergency measure necessary for the preservation of the public peace, health, and safety of the citizens of the city, and for the further reason that it is of great importance to meet the terms of the agreement.

SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

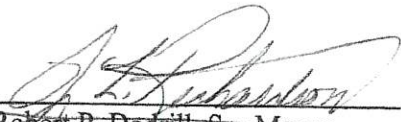
SECTION 5: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Adopted at a regular meeting of the Council of the Village of Bellaire held this 9<sup>th</sup> day of April, 2026 by the 6 yea votes of its eligible members.



**ATTESTED:**

\_\_\_\_\_  
Ginny R. Favede, Fiscal Officer

  
\_\_\_\_\_  
Robert P. Dodrill, Sr., Mayor  
JANET L. RICHARDSON  
COUNCIL PROTEM

Date: \_\_\_\_\_

Date: 04-16-2026

**CERTIFICATE OF POSTING**

I, Barbara Irvine D, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on \_\_\_\_\_.



## OIL AND GAS LEASE

This Lease made the 30<sup>th</sup> day of March, 2026, by and between The Village of Bellaire a/k/a Village of Bellaire a/k/a City of Bellaire a/k/a State of Ohio for the Village of Bellaire; by Robert P. Dodrill, Sr., as Mayor, of 3197 Belmont Street, Bellaire, OH 43906, hereinafter collectively called "Lessor," and Ascent Resources - Utica, LLC an Oklahoma Limited Liability Company, whose address is P.O. Box 13678, Oklahoma City, OK 73113 hereinafter called "Lessee."

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

Lessor, in consideration of the covenants, agreements, obligations and consideration set forth herein, hereby leases and lets exclusively to Lessee, and its successors and assigns, all the oil and gas (including, but not limited to, coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, but not solid minerals, whether hydrocarbon or non-hydrocarbon, contained in, associated with, emitting from, or underlying the Leasehold (as hereinafter defined), together with exclusive rights to enter into, in, on and upon said lands herein leased at all times and on one or more occasions for the purposes set forth herein and together further with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, drill for, develop, produce, measure, and market production of oil and gas and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to inject air, gas, water, and other substances from whatever source into any subsurface strata, except potable water strata; to conduct geophysical, seismic and other exploratory tests; to drill, maintain, operate, rework, stimulate, complete, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct one or more pipelines with appurtenant facilities (including data acquisition, compression and collection facilities) for use in the measurement, production and transportation of oil, gas, water or other products to or from the Leasehold or to or from neighboring lands across the Leasehold; and to operate, maintain, repair, and remove materials and equipment. Any pipelines or gathering lines constructed will be for the use of transporting hydrocarbons from a well or wells on the leased premises, or from a well or wells on properties that have been unitized with the leased premises, but not for the transportation of hydrocarbons across the leased premises.

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

See Exhibit "A" attached hereto and made a part hereof,

and described for the purposes of this agreement as containing a total of 91.726368 Leasehold acres, whether actually more or less.

1. **LEASE TERM:** This Lease shall remain in force for a primary term of five (5) years from this 30<sup>th</sup> day of March, 2026, and so much longer after the Primary Term as Oil and Gas are produced from the Leased Premises or lands pooled or unitized therewith in paying quantities, in the reasonable judgment of Lessee, or as the Leased Premises or lands pooled or unitized therewith shall be operated by Lessee in the search for Oil and Gas pursuant to Section 8 hereof, or a well on the Leased Premises or lands pooled or unitized is shut-in and Shut-In Payments are made pursuant to Section 9 hereof.
2. **EXTENSION OF PRIMARY TERM.** Lessee shall have the option, exercisable at its sole and absolute discretion, to extend the Primary Term for an additional five (5) year period under the same terms and conditions as contained in this Lease, except that the consideration to be paid by Lessee to Lessor to exercise such option shall be equal to \$8,750.00 per Net Mineral Acre. Lessee may exercise this option to extend the Primary Term at any time prior to the expiration of the primary term date.
3. **OIL AND GAS ONLY.** This Lease only includes the Oil and Gas in, on and underneath the Leased Premises. 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, lignite, uranium and other fissionable material, geothermal energy base and precious metals, rock, stone and gravel, in, under, or upon the Leased Premises, together with rights of exploring for, producing and marketing the material and minerals reserved to Lessor hereunder.
4. **PAYMENTS TO LESSOR.** Subject to the terms and conditions set forth herein, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:
  - (A) **BONUS:** The Lessor acknowledges receipt of the Bonus payment of \$8,750.00 per Net Mineral Acre. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.

(B) OIL & GAS ROYALTY PAYMENT: To pay the Lessor TWENTY percent (20.00%) royalty based upon the gross proceeds paid to The Lessee from the sale of oil, including without limitation other liquid hydrocarbons or other constituents and products thereof recovered from the leased premises so sold by Lessee in an arms-length transaction to an unaffiliated bona fide purchaser, or if the sale is to an affiliate of Lessee, the price upon which royalties are based shall be comparable to that which could be obtained in an arms-length transaction (given the quantity and quality of said products available for sale from the leased premises and for a similar contract term) and without any deductions or expenses. For purposes of this Lease, "gross proceeds" means the total consideration paid to Lessee for oil, gas, associated hydrocarbons, and marketable by-products produced from the leased premises without deductions by Lessee of any kind.

To pay to the Lessor TWENTY percent (20.00%) royalty based upon the gross proceeds paid to Lessee for the gas marketed and used off the leased premises, including casing head gas or other gaseous substance, and produced from each well drilled thereon, computed at the wellhead from the sale of such gas substances so sold by Lessee in an arms-length transaction to an unaffiliated bona fide purchaser, or if the sale is to an affiliate of Lessee, the price upon which royalties are based shall be comparable to that which could be obtained in an arms-length transaction (given the quantity and quality of the gas available for the sale from the leased premises and for a similar contract term) and without any deductions or expenses. For purposes of this Lease, "gross proceeds" means the total consideration paid to Lessee for oil, gas, associated hydrocarbons, and marketable by-products produced from the leased premises without deductions by Lessee of any kind.

No deduction, either directly or indirectly, shall be allowed for any part of the costs or expenses of exploration, production, and/or marketing of the oil, gas, condensate and/or liquid hydrocarbons. Costs that are not allowed to be deducted from royalty payments include, but are not limited to, taxes, costs for gathering, dehydration, compression, transportation, manufacturing, processing, treating, marketing, other post-production costs or any cost for any related activity.

5. EQUIPMENT DAMAGES: Lessee shall have the right at any time during the term of this Lease or after the expiration or termination thereof to remove all equipment, machinery, fixtures, pipelines, buildings, and other structures placed on the Leasehold by Lessee, including the right to pull and remove all casing and tubing. Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber. Lessee shall bury all permanent pipelines at least thirty-six (36) inches deep upon request of Lessor owning an interest in the surface. Damages shall be calculated at current marketable value only; in no instance shall estimates of future values be considered. Any timber cut by Lessee in preparing access roads, right-of-ways, or locations will be stacked in an orderly manner at a location(s) upon the Leasehold to be mutually agreed upon by Lessee and Lessor and will not be subject to damage reimbursement to Lessor by Lessee. Any injury to Lessee's workers or damages to Lessee's property that are caused by Lessor, whether intentional or not, shall be recoverable by Lessee but not limited to any Royalty payments or any other payments to Lessor that are due or becoming due.
6. POOLING AND UNITIZATION: Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leased Premises with other lands, leased or unleased, whether owned by Lessee or by others, at any time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one (1) or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created, subject in every case to Lessee's duties of good faith and fair dealing in connection therewith (which duties Lessee hereby expressly acknowledges). Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leased Premises acres included in the unit bears to the total number of acres in the unit. Lessor shall sign division orders and other similar instruments reasonably requested by Lessee for the purpose of specifying the division of Royalties in any pool or unit. Ongoing operations, or a producing or shut-in well located on any part of a pool or unit shall have the same effect upon the terms of this Lease as if such operations or well were located on the Leased Premises. In the event of conflict or inconsistency between the Leased Premises acres ascribed to this Lease and the local property tax assessment calculation of the lands covered by the Lease, Lessee may at its option, rely on the latter as being determinative for the purposes of this section.
7. POOL AND UNIT SIZE: In the event Lessee desires to pool or unitize the Leased Premises with other lands and there is no spacing order previously established by a governmental or regulatory body or other pooling or unitization rights available to Lessee under applicable law, Lessee shall have the right to form (i) a production unit of up to one thousand (1,000) acres plus a ten percent (10%) variance for any horizontal well, or (ii) a production unit of up to forty (40) acres for any vertical well. Every participant in a pool or unit shall be paid in accordance with their pro rata share of their acreage within the designated pool or unit. Upon written request of Lessor, Lessee shall furnish to Lessor a copy of the declaration or proposed declaration of the pool or unit of which any

portion of the Leased Premises shall be a part, including all plats, maps and exhibits to such application or declaration.

- a.) Horizontal Pugh Clause: Production from, or operations conducted on, one Unit will not maintain this Lease in force as to any other acreage outside the Unit and such production or operations will maintain this Lease only as to the acreage within the Unit or Units upon which such production or operations are being maintained or conducted. Upon expiration of the Primary Term or any extension thereof, in the event a portion or portions of the leased premises is pooled or unitized with other land so as to form a Unit or Units; operations on, completion of a well upon, or production from such pooled Unit(s) will not maintain this Lease in force as to the land not included in such Unit or Units. However, this lease may be maintained in force as to any land covered hereby and not included in such Unit or Units, in any manner that complies with this Lease's terms.
  - b.) Vertical Pugh Clause: Despite anything to the contrary, at the end of the Primary Term or any extension thereto, this Lease shall terminate as to all strata, depths and horizons under each Unit below two hundred (200) feet below the stratigraphic equivalent of the base of the deepest formation from which production of oil and gas in paying quantities is being maintained (or in the case of a shut-in well, can be maintained) in the well on such Unit if, and only if, at any time after the expiration of the Primary Term, or any extension thereof, Lessor makes a demand in writing to Lessee that Lessee commence development of such lower depths and horizons, and Lessee has not within one hundred eighty (180) calendar days following such demand, commenced development efforts at least to the extent of application for a permit with the Ohio Department of Natural Resources, or other governmental entity with jurisdiction, for a well into such depths and horizons.
8. COMMENCEMENT OF OPERATIONS. For the purpose of this Lease, the term "Operations" means operations for any of the following: drilling, testing, completing, fracturing, reworking, recompleting, deepening, plugging back, or repairing of a well in search of or in the endeavor to obtain, maintain, re-establish or enhance production of oil or gas with no cessation of more than ninety (90) consecutive days. Commencement of operations is defined as Lessee having secured a drilling permit from the State and further entering upon the herein described premises with equipment necessary to conduct one or more of the operations defined above.
9. SHUT-IN. Notwithstanding anything else in this Lease to the contrary, if at any time after the Primary Term or extension thereof, there is a well drilled on the Leased Premises or lands pooled or unitized therewith, but production is shut-in, shut-down or suspended for lack of a market, lack of an available pipeline, damage to or defects in the well, or because of governmental restrictions, and there is no other producing well, then Lessee shall pay to Lessor as a shut-in royalty payment the sum Twenty-Five Dollars (\$25.00) per Net Mineral Acre per year (a "Shut-in Payment") until such time as production is re-established (or Lessee surrenders this Lease). Any Shut-in Payment shall be paid to Lessor on or before one hundred and eighty (180) days after the date on which the well is shut-in. If a Shut-in Payment is made to Lessor, this Lease shall remain in full force and effect for a period of twelve (12) months after the expiration of such one hundred and eighty (180) day period. It is understood and agreed that this Lease may not be maintained in force for a continuous period of time longer than twenty-four (24) consecutive months or a cumulative period of time longer than thirty-six (36) months within any five (5) year period (if there is more than one period in which a well is shut-in), solely by the provision of this section. During shut-in, Lessee shall have the right to conduct operations on any well drilled on the Leased Premises or lands pooled or unitized therewith in an effort to re-establish production.
10. FORCE MAJEURE. Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (except payment of money), from conducting drilling, (including fracturing) or reworking operations on the Leased Premises, then while so prevented, (a) that covenant will be suspended; (b) Lessee will not be liable for damages for failure to comply therewith; (c) this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations under or from producing oil and gas from the leased premises; and, (d) the time while Lessee is so prevented will not be counted against Lessee. For purposes of this Lease, "Force Majeure" shall mean any cause that is not within the control of Lessee, and which, even with the exercise of reasonable due diligence, Lessee could not have prevented. Examples, of Force Majeure include, without limitation: legal and lawful strikes, lockouts or other industrial disturbances; sabotage, wars, blockades, insurrections and riots, epidemics, landslides, earthquakes, fires, storms, warnings of imminent storms, floods, washouts, and other events of nature or the elements (exclusive of normal patterns); restraints of governments and people and civil disturbances; and legislative, governmental or judicial actions that are resisted in good faith and temporary or permanent regulatory restraints or prohibitions applicable to the entire oil and gas industry in the area. Notwithstanding the foregoing, this period of extension by reason of Force Majeure shall be limited to a cumulative total of three (3) years.
11. SURRENDER OF LEASE. Lessee may at any time surrender all or any part of this Lease by delivery or mailing a release thereof to Lessor or by placing a release of record in the proper county

land records. After a partial surrender, the Option Bonus, and Shut-in Payments specified herein shall be proportionately reduced on an acreage basis.

12. **ASSIGNMENT.** This Lease may be assigned in whole or part by either Party with the following conditions:
  - (a) Notwithstanding any other actual or constructive knowledge of Lessee, any change in the ownership of land or assignment of Royalties or other moneys, or any part thereof, by Lessor shall be binding on Lessee until forty-five (45) days after Lessee has received, by certified mail, written notice of such change, and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. No change or division by Lessor in the ownership of said land, Royalties or other moneys, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production.
  - (b) Upon assignment by Lessee, its successors or assigns, of Lessee's rights or interests under this Lease, the assignor shall be released from and the assignee shall be deemed to assume the responsibility to fulfill the conditions and to perform the covenants of Lessee under this Lease, expressed or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest of Lessee created by this Lease shall not defeat or affect the rights of any owner of any other part or interest. Lessee or the assignee shall provide Lessor with notice of any assignment within one hundred (100) days after such assignment.
13. **REAL ESTATE TAXES.** In the event real estate taxes pertaining to or attributable to the Leased Premises are increased in any manner by reason of the operations of Lessee on the Leased Premises, including, but not limited to any structures or improvements constructed on the Leased Premises, Lessee shall be responsible for the amount of any such tax increase attributable to such operations or improvements. Lessee shall reimburse Lessor for the amount of such increase within thirty (30) days after Lessor provides Lessee with written documentation reflecting such increase and the basis thereof.
14. **LIENS.** Lessee may, in its sole discretion, pay and discharge any lien or mortgage in default now or hereafter attached to or affecting the Leased Premises, and in such event, Lessee shall be subrogated to all rights of the holder of such lien or mortgage or lien, and Lessee may, in its sole discretion, apply any Royalties or other sums accruing under this Lease to the reimbursement of Lessee for any such payment. Should Lessee exercise any right under this section, Lessee shall notify Lessor of such exercise within one hundred (100) days after such exercise.
15. **SETBACK.** Lessee shall not have the right to place any well pad or surface facility on the Leased Premises within four hundred feet (400') of a domestic dwelling or three hundred fifty feet (350') of any barn, garage, water well, spring or septic system existing on the Leased Premises at the time of Lessee's operations without written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this section, the setback shall be measured from the edge of the well pad to the nearest structure in question, and shall not be measured from the bore hole. Lessor shall not construct any building within two hundred feet (200') of Lessee's wells, pipelines and facilities without the prior written consent of Lessee.
16. **LOCATION APPROVAL.** Lessor and Lessee shall mutually agree upon Lessee's location of tanks, equipment, lease roads and structures on the Leased Premises to produce and operate for production of Oil and Gas. Lessor's consent to Lessee's proposed locations shall not be unreasonably withheld, conditioned or delayed.
17. **PAD FEES.** Provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations, Lessee agrees to pay Lessor a one-time surface damage payment of four thousand five hundred Dollars and 00/100 (\$4,500.00) for each acre disturbed as a result of Lessee's construction, operation, production, repair, replacement or maintenance of any well pads, access roads, production pipelines, waterlines, tanks, fences, pits or power lines placed on the leased premises. After the initial well drilled, multiple additional wells may be drilled from the same drill site location or pad without disturbing additional acreage. This payment shall be in addition to any payment for crops, timber, well pad, or damage payments provided for herein.
18. **CROP DAMAGE.** In the event that Lessee's operations on the Leased Premises cause any physical damage to growing crops, fences, or other structural improvements, Lessee shall compensate Lessor for such damages based on the local current market value thereof.
19. **TIMBER REMOVAL.** Lessee and Lessor agree that prior to the removal of any and all marketable timber resulting from Lessee's operations under the terms of this Lease, a qualified third party forester shall conduct an appraisal, and Lessee shall pay Lessor the said appraisal value prior to harvesting.

20. **PAYMENT OF DAMAGES.** In the event the Leased Premises, or any part thereof, is owned separately from the Oil and Gas estate, any and all damages to be paid under this lease shall, following payment from Lessee to Lessor hereunder, be promptly remitted to the surface holder by Lessor; provided, however, that Lessee may elect, in its sole discretion, to pay such damages directly to the surface holder.
21. **WATER TESTING.** Lessee shall test Lessor's domestic water well located one thousand (1,000) feet or less from any proposed wellhead location prior to commencement of drilling operations on said land in order to ensure that the quality of said water supply is not adversely affected by Lessee's drilling operations. In the event it is determined by the parties that Lessee's drilling operations have adversely and permanently affected the quality of said water supply, then Lessee shall, at its own expense, use reasonable and customary efforts to correct any such damage or injury.
22. **FRESH WATER DAMAGE.** In the event any activity carried on by Lessee pursuant to the terms of this Lease materially damages, disturbs or injures the quality or quantity of Lessor's fresh water well or source located on the Leased Premises, Lessee shall, at its sole cost and expense, take all reasonable and necessary steps to correct any such damage, disturbance or injury and to remediate the same to as close to pre-damage status quo as reasonably possible, with all reasonably related costs of repair and maintenance to be paid by Lessee.
23. **FENCES.** Lessee shall, at its sole cost and expense and upon the reasonable request of Lessor, install fencing for the protection of livestock around any wells, tank batteries, pits, separators, drip stations, pumps or other surface equipment or facilities installed by Lessee on the Leased Premises. Unless a different construction specification is required by applicable law or regulation, any fencing shall be constructed in accordance with the fence construction specifications of the Natural Resources Conservation Service (NRCS) for the protection of livestock. Lessee shall promptly replace any fence, wall or similar barrier damaged, afford or removed by Lessee during its operations on said lands.
24. **GATES.** Lessee shall, at its sole cost and expense, install a gate (and if reasonably requested in writing by Lessor, shall install a cattle guard) at the entrance of any road constructed by Lessee on the Leased Premises.
25. **PIPELINES.** Only pipelines servicing wells on the Leased Premises or lands pooled or unitized therewith shall be installed under the terms of this Lease. Any additional pipelines to be located on the Leased Premises shall be negotiated by a separate right-of-way agreement. All pipelines serving wells on the Leased Premises or lands pooled or unitized therewith shall be buried not less than forty-eight inches (48") below the surface.
26. **SURFACE RESTORATION; REMOVAL OF LESSEE'S PROPERTY.** Lessee shall construct or install all well sites, access roads, pipelines, structures and other facilities, in a manner that would reasonably minimize any related soil erosion. Should Lessee materially damage any part of the surface, or water lines, sewer lines, gas lines, buried cable or sewer or drainage tile beneath the surface it is expressly agreed and understood that Lessee shall use commercially reasonable efforts to repair and restore such damaged portion of the surface of the Leased Premises as nearly as practicable to the condition in which said land existed before the commencement of operations within one hundred eighty (180) days after well completion or pipeline installation; provided, however, that in the case of a multi-well pad location, such restoration activities shall not have to be completed until one hundred eighty (180) days after the final well on the multi-well pad is completed, and in the case of pipelines, when the pipelines are installed. Upon termination or expiration of this Lease, Lessor shall use commercially reasonable efforts to remove all debris, equipment, structures, facilities and personal property which Lessee placed on the Leased Premises within one hundred eighty (180) days after all wells on the Leased Premises or lands pooled or unitized therewith permanently cease to produce and have been plugged and abandoned, except for such of the foregoing as the Parties may mutually agree that Lessee will leave on the Leased Premises, which shall become the property of Lessor. All restoration work shall be done at the sole expense of Lessee.
27. **WATER USAGE.** Lessee shall not use any water (surface or subsurface) that is located in, on or underneath the Leased Premises, including, but not limited to, water from Lessor's wells, ponds, springs, lakes, reservoirs, streams, creeks, or other water bodies located on the Leased Premises, without Lessor's express written consent by prior separate written agreement.
28. **STORAGE RIGHTS.** Notwithstanding anything herein contained to the contrary, the Leased Premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. In the event that Lessor receives a bona fide offer from a third party to lease or purchase the gas storage rights underlying the Leased Premises, Lessor shall first give Lessee written notice of the identity of the third party, the price or other consideration offered, the proposed closing date of the transaction, and any other information respecting offer which Lessee believes would be material to evaluating the offer. Lessor hereby grants to Lessee the right of first refusal to lease or purchase the gas storage rights by matching any offer made to the Lessor within thirty (30) days of Lessee's receipt of notice from Lessor.

29. **DISPOSAL WELLS.** Lessee shall not use the Leased Premises, or any portion thereof, for construction and/or operation of any disposal well or the construction and/or operation of any other disposal facilities without the expressed permission granted in writing by Lessor, under a prior separate written agreement.
30. **HAZARDOUS MATERIALS.** In the course of its operations under this Lease, Lessee shall not use, dispose of, or release on the Leased Premises, or permit to exist or to be used, disposed of, or released on the Leased Premises in Lessee's operations, any substances which are defined as "hazardous materials," "toxic substances," or "solid waste" under federal, state or local laws or regulations, in any manner not in accordance with applicable federal, state or local law and regulations. Should any "hazardous materials," "toxic substances," or "solid waste" be released on the Leased Premises by Lessee or from its operations in any manner not in accordance with applicable federal, state or local law and regulations, Lessee shall promptly notify Lessor after notifying all appropriate governmental entities of such an event, and take all actions, at Lessee's sole cost and expense, that are required to clean up and correct such dangerous or harmful conditions, in accordance with applicable law and regulations and sound engineering practices.
31. **NO COMPRESSORS:** This Lease does not grant Lessee the right to construct compression facilities on the Leased Premises other than those necessary for the production and transportation of products from the Leasehold or lands pooled or unitized therewith. Lessee agrees that the Leased Premises described herein will not be used as a central processing facility or storage area for equipment and materials. Any motorized equipment that may remain on the Leased Premises after the drilling and fracking operations are completed shall be designed and installed utilizing means to minimize noise, including but not limited to, sound enclosures and barriers, if reasonably possible.
32. **COMPLIANCE WITH LAWS.** Lessee shall at all times comply in all material respects with all applicable federal, state and local laws and regulations relative to its operations conducted on the Leased Premises.
33. **VENUE AND CHOICE OF LAW.** The venue for all actions and proceedings arising from this Lease shall be in the county in which the real property is located. The law of the state in which the real property is located shall apply.
34. **HUNTING AND FISHING.** Lessee, its employees, agents and independent contractors shall be strictly prohibited from hunting and fishing on the Leased Premises without Lessor's express written consent.
35. **EXECUTION OF ADDITIONAL DOCUMENTS.** From time to time after the Effective Date, Lessor shall execute and deliver to Lessee: (a) such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the Oil and Gas leased herein; (b) such other documents relating to the sale of Oil and Gas production as may be required by Lessee or others; and (c) such ratifications and estoppels affirming Lessor's continued compliance with the representations, warranties and covenants contained in this Lease as Lessee may reasonably require, including, without limitation, as an express condition to Lessee's duty to pay the Bonus, a re-affirmation by Lessor of the continuing truth and accuracy of its representations and warranties set forth in this Lease and its compliance with the covenants set forth herein, and a ratification by Lessor of this Lease as in effect and enforceable against Lessor, as of the date of payment of the Bonus.
36. **LESSEE INDEMNITY.**
- (a.) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits and claims of any kind or character arising out of, in connection with, or relating to Lessee's operation under the terms of this Lease, including, but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability except to the extent such claims are caused by or arise from actions or omissions of Lessor. 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.
  - (b.) Lessor shall indemnify and hold Lessee harmless from any and all liability, liens, demands, judgments, suits and claims of any kind or character arising out of, in connection with, or relating to Lessor's operation under the terms of this Lease with respect to the Shallow Rights, including, but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability except to the extent such claims are caused by or arise from actions or omissions of Lessee. Lessee, 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.
37. **BREACH BY LESSEE.** In the event Lessor believes that Lessee has not materially complied with any or all its obligations under this Lease, either express or implied, including but not limited to, the payment of the Bonus, Option Bonus, Shut-in Payments, or Royalties, Lessor shall notify Lessee in writing, specifying in what respects Lessee has breached this Lease. Lessee shall then have sixty (60) days after receipt of said notice within which to cure or commence to cure all or any part of the breaches alleged by Lessor; provided, however, that if any such breach is capable of being cured

but such cure requires a period of more than sixty (60) days, Lessee's cure period shall be extended so long as Lessee diligently pursues such cure. The service of said notice shall be precedent to the bringing of any action by Lessor on this Lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after the service of such notice on Lessee (or such longer period of time by which the cure period may be extended as set forth above). Neither the service of said notice nor the doing of any act by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations under the Lease.

The language of this Lease shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth herein. In the event of breach by Lessee, except for a breach due to failure to maintain this Lease in its secondary term by production of Oil and Gas in paying quantities or to pay Shut-in Payments in lieu thereof, Lessor's sole remedy shall be payment of damages by Lessee.

38. **INSURANCE.** Lessee shall maintain insurance of such types, amounts and coverage as may be required by applicable law.
39. **AUDIT.** Lessee further grants to Lessor the right annually to examine, audit, or inspect books, records, and accounts of Lessee pertinent to the purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due the Lessor under the terms of this agreement. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee. Such examination and audit shall be at the sole cost and expense of Lessor. However, if the amount of deficiencies in royalty payments revealed by the audit equal or exceed one-hundred twenty-five percent (125%) of the cost and expense of the audit, then the Lessee shall bear the cost and expense of the audit, and all monies due, shall be payable within thirty (30) days of the final determination of the amount due.
40. **RECORDABLE RELEASE.** Upon termination, expiration or surrender of this Lease, in whole or in part, Lessee shall provide Lessor, upon written request, with an appropriate release or discharge suitable in form for recording in the office of the recorder of deeds, within thirty (30) days of such termination, expiration or surrender.
41. **CHANGES IN LESSOR ADDRESS.** In the event of a change in Lessor's payment address hereunder: (a) Lessee shall not be liable for delivery of any payment(s) due hereunder to Lessor's address then on-record with Lessee unless and until Lessee receives notice of such address no longer being valid; and (b) Lessee shall be entitled to hold any payment(s) due to Lessor hereunder until Lessor delivers to Lessee written notice of Lessor's new address.
42. **SEVERABILITY.** If any term or other provisions of this Lease is held invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Lease shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a materially adverse manner with respect to either Party.
43. **PROPORTIONATE PAYMENT.** In the event this Lease contains a clause or provision that would cause any lands or formations of the Leasehold to be released at the end of the primary term, or any extension thereof, Lessor and Lessee acknowledge and agree that any extension payment shall be reduced proportionately and made only upon the portion of the Leasehold or formations thereof then not contained in one or more pooled units or otherwise extended pursuant to the terms of the Lease.
44. **AFFILIATE.** For the purposes of this Lease, an "Affiliate" is any corporation, firm or other entity which owns an interest of more than fifty one percent (51%) interest in Lessee or which exercises direct control over Lessee.
45. **COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

LESSOR:

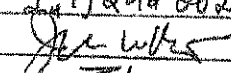
  
Robert P. Dodrill, Sr., as Mayor

LESSOR ACKNOWLEDGMENT

STATE OF Ohio )  
COUNTY OF Belmont ) SS:

On this, the 30<sup>th</sup> day of March, 2026, before me, the undersigned officer, personally appeared Robert P. Dodrill, Sr., as Mayor of The Village of Bellaire a/k/a Village of Bellaire a/k/a City of Bellaire a/k/a State of Ohio for the Village of Bellaire, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: July 02, 2027  
Signature/Notary Public:   
Name/Notary Public (print): John W. Birch



JOHN W. BIRCH  
Notary Public, State of Ohio  
My Commission Expires  
July 02, 2027

Prepared by / Return to: Ascent Resources – Utica, LLC at P.O. Box 13678, Oklahoma City, OK 73113

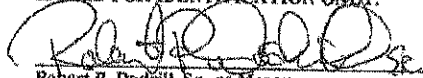
EXHIBIT "A"

This Exhibit "A" is attached to and made part of that Oil and Gas Lease dated the 30<sup>th</sup> day of March, 2026, by and between: The Village of Bellaire a/k/a Village of Bellaire a/k/a City of Bellaire a/k/a State of Ohio for the Village of Bellaire; by Robert P. Dodrill, Sr., as Mayor, as Lessor(s), and Ascent Resources - Utica, L.L.C., an Oklahoma Limited Liability Company, as Lessee.

DESCRIPTION OF THE LEASED PREMISES

Tax Parcel No.	Acres	S/T/R	Source Deed(s)
29-00587.000	0.098000	29/2/2	607/834
29-00677.000	0.089532	29/2/2	607/838
29-01382.000	0.215794	29/2/2	607/856
29-01370.000	0.840000	29/2/2	607/854
29-01933.000	0.068870	29/2/2	82/253
29-01959.000	0.167658	30/2/2	358/17
29-02897.000	0.109275	29/2/2	358/23
29-02898.000	0.109275	29/2/2	358/25
29-02899.000	0.109275	29/2/2	358/27
29-02900.000	0.109275	29/2/2	358/29
29-02901.000	0.106543	29/2/2	358/31
29-02911.000	0.110192	29/2/2	358/33
29-02912.000	0.096423	29/2/2	358/35
29-02913.000	0.081875	29/2/2	358/37
29-02914.000	0.090661	29/2/2	358/39
29-02935.000	0.130808	35/2/2	358/41
29-02937.000	0.196051	35/2/2	358/43
29-03003.000	0.169847	36/2/2	607/890
29-03925.002	0.273000	29/2/2	267/15
29-00036.001	0.021000	35/2/2	652/526
29-01735.000	0.598000	29/2/2	597/399
29-01850.001	0.032851	28/2/2	636/318
29-01943.001	0.028903	28/2/2	640/505
29-02250.001	0.075184	28/2/2	643/403
29-02677.000	0.109275	29/2/2	687/180
29-02678.000	0.109275	29/2/2	687/180
29-02817.001	0.026699	29/2/2	640/523
29-03885.000	4.368000	29/2/2	609/130
29-60050.000	21.430000	29/2/2	306/73
29-60064.000	0.191000	29/2/2	878/1001
29-60065.000	1.036000	29/2/2	511/746
29-60066.000	0.328498	29/2/2	308/747
29-60068.000	0.111829	29/2/2	529/669
29-60072.000	0.663000	35/2/2	330/547
29-02906.000	0.179000	29/2/2	901/5831
29-60001.000	0.058000	29/2/2	344/869
29-60069.000	0.111800	29/2/2	529/669
29-60070.000	0.115000	35/2/2	508/620
29-60071.000	0.230000	29/2/2	530/546
29-60074.000	1.250000	30/2/2	148/284
Streets & Alleys	57.482000	28/2/2 29/2/2 30/2/2 35/2/2 36/2/2	Plat

SIGNED FOR IDENTIFICATION ONLY:

  
Robert P. Dodrill, Sr., as Mayor