



**Department of
Natural Resources**
ohiodnr.gov

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March 6, 2026

Oil and Gas Land Management Commission
2045 Morse Rd, Building D-3
Columbus, Ohio 43229
Commission.Clerk@oglmc.ohio.gov

Re: Notice of Nomination 26-DNR-0001
Egypt Valley Wildlife Area
Comments of the Ohio Department of Natural Resources

Dear Commissioners:

I am writing on behalf of the Ohio Department of Natural Resources (ODNR) regarding Nomination 26-DNR-0001, involving parcels of land totaling 3,846.934 acres and located within the boundaries of the Egypt Valley Wildlife Area. ODNR has undertaken a thorough review of this nomination and has gathered input from multiple divisions. In accordance with R.C. 155.33, ODNR offers the following comments, with recommended special terms and conditions that are necessary due to the specific conditions related to this parcel.

Introduction and Background

Egypt Valley Wildlife Area

The Egypt Valley Wildlife Area encompasses 17,746 acres in Belmont County. Acquisition of the Wildlife Area began in 1995 with the purchase of 14,300 acres from The Conservation Fund. Surface rights to these parcels were purchased with federal funding under the Wildlife Restoration Act (16 U.S.C. §§ 669). Additionally, with various partner groups, including Ducks Unlimited, The

National Wild Turkey Federation, and the Ruffed Grouse Society, ODNR has acquired additional parcels to reach the current ~18,000- acres that encompass the wildlife area today.

Egypt Valley is home to a wide variety of species that populate this expansive area. Deer, turkey, waterfowl, squirrel, grouse, rabbit, and dove are commonly spotted, along with species not unique to eastern Ohio such as the short-eared owl, Northern harrier, Henslow's sparrow, and bobolink.

Bald eagles and ospreys are often seen at Egypt Valley. In 1993, river otters were reintroduced into the area, and an established population is now found there. Egypt Valley also includes, within its boundaries, number of small ponds that are regularly stocked with bass, catfish, and bluegills, which provide for high-quality fishing. Egypt Valley also provides many opportunities for wildlife observation as well as hunting and trapping during designated seasons.

State Lands Leasing

In 2011, the Ohio Legislature passed H.B. 133, which created a nomination process for the leasing of state-owned lands for oil and gas development. These provisions were amended in 2021 (H.B. 110) and the process today exists in Revised Code Sections 155.30 through 155.37. Revised Code 155.33(A)(2) authorizes any person or state agency to nominate a formation in a parcel of land owned or controlled by a state agency for exploration and development of oil or natural gas. This Commission then considers the nomination based on the factors set forth in R.C. 155.33(B)(1). Included in these considerations are any comments made by the state agency that owns the parcel of land (155.33(B)(1)(g)) and any special terms and conditions that the state agency includes in the comments or objections that the agency believes are appropriate for the lease of the parcel of land because of specific conditions related to the parcel (155.33(B)(1)(i)).

Nomination 26-DNR-0001

On January 15, 2026, the Commission received Nomination #26-DNR-0001, which included fourteen parcels containing a total of 3,846.934 acres and located within the boundaries of Egypt Valley Wildlife Area. ODNR owns a 100% undivided interest in ten of the parcels and a divided interest in the remaining four parcels. The nomination further states that any well pads will be located more than 1,000 feet from the nominated parcels.

ODNR Comments

ODNR respectfully submits the following comments as the state agency that owns and controls the parcel within Nomination 26-DNR-0001. Included with these comments are proposed terms and conditions (attached as “Addendum to Standard Lease”) that ODNR believes are appropriate for the lease of the parcel because of the specific conditions at Egypt Valley Wildlife Area.

In addition to the comments below, ODNR requests that any awarded bids be subject to the attached “Addendum to Standard Lease.”

Clarification and confirmation of ODNR mineral interest ownership.

Nomination 26-DNR-0001 excludes portions of parcels 12-00396.000 and 12-00377.000 based on the nominator’s statement that ODNR does not own the mineral rights in these parcels. However, ODNR’s records show that ODNR has a non-severed mineral interest in these parcels. ODNR respectfully requests that the Commission require the nominator to provide the severing documents for these parcels, and to include these portions of the parcels in the nomination if the documents confirm ODNR ownership.

Due to potential effects on water quality and quantity, ODNR is requesting additional terms and conditions to protect water resources within the Wildlife Area. (See proposed “Addendum to Standard Lease”)

ODNR is committed to ensuring protection of its water resources across the State, including the many small ponds within the Wildlife Area. These ponds contain bass, catfish, and bluegills. Protection of these water resources is imperative to the visitors to Egypt Valley.

To ensure the health and safety of visitors to the Wildlife Area, as well as the safety of oil and gas workers, ODNR is requesting limitations on certain oil and gas activities during specific hunting seasons. (See proposed “Addendum to Standard Lease”)

During the primary fall and spring hunting seasons (November 9 – December 20; April 15-May 1), a large number of hunters visit Egypt Valley. During this time, use of firearms and other equipment for hunting could result in adverse impacts to persons nearby, and limiting activities near to the Wildlife Area could greatly reduce the probability of such incidents. Additionally, loud noise and light pollution emitting from certain oil and gas operations has the potential to interrupt hunting activities, which are only authorized in these narrow windows of time.

ODNR requests certain limitations on operations during these windows in order to protect the quality of the Egypt Valley Wildlife Area during these high-use times.

Due to the noise generated during the construction, drilling and fracking process, ODNR is requesting additional terms and conditions. (See proposed “Addendum to Standard Lease”)

Ohio Wildlife Areas, including Egypt Valley, are mostly rural in nature and changes in the level and type of noise will be particularly noticeable, especially when visitors are accustomed to quiet or only a few familiar and intermittent sources of noise. Those visiting Egypt Valley to observe wildlife or seeking a quiet hike on a trail by foot may be affected by the extended day and night

operation of well sites if not carefully controlled.

Hunters especially rely on the quiet stillness of Wildlife Areas, grassland, and wetland. A variety of wild game including deer, wild turkey, rabbit, squirrel, and ruffed grouse are abundant at Egypt Valley. Increases in noise may cause temporary or permanent displacement from certain areas of the park; if nests and dens are abandoned, populations could decline.

To ensure that ODNR receives a fair share of the proceeds from the production from wells in the leasehold that is in line with the current fair market value in the surrounding region, ODNR is requesting additional economic incentives be included. (See proposed “Addendum to Standard Lease”)

Per the terms of Section 9 of the Standard Lease Agreement, and as required by R.C. 155.34(A)(1)(b), the standard landowner royalty applied to any lease entered into pursuant to this process provide for a one-eighth (or 12.5%) gross landowner royalty. The Commission has approved an additional economic incentive for previous nominations. ODNR respectfully requests that the Commission continue to include this provision as a special term and condition to the lease.

To ensure that the eventual lessor is an operator in good standing, and because the identity of the nominating party and any bidders remains confidential pursuant to R.C. 155.33 until the bid is awarded. ODNR is requesting that the Commission perform the following compliance reviews:

1. Review of ODNR, Division of Oil and Gas Resources Management records for any violations of Ohio Revised Code Chapter 1509 and Ohio Adm. Code 1501:9;
2. Review of Ohio EPA records for any violations of the Ohio Revised Code and Ohio Administrative Code that Fall within the Ohio EPA’s regulatory authority;

3. Review of the U.S. EPA records for any violations of the United States Code or the Code of Federal Regulations that fall within the U.S. EPA's regulatory authority;
4. Review of Ohio's consumer complaint database for any violations of Ohio's consumer protection laws.

Thank you for your consideration of ODNR's comments and proposed terms and conditions. ODNR looks forward to working with the Commission to comply with the requirements of Ohio law while staying faithful to our mission to ensure a balance between the wise use and protection of our natural resources for the benefit of all.



Mary Mertz
Director

ADDENDUM TO STANDARD LEASE
Nomination 26-DNR-0001
Egypt Valley Wildlife Area

Due to the specific conditions related to the Egypt Valley Wildlife Area, ODNR respectfully requests that the Commission apply the following Terms and Conditions as an Addendum to the Standard Lease, which was adopted by the Commission on May 5, 2025, as set forth in Ohio Adm.Code 155-1-01:

A. General Notification Provisions

1. Any reference to “ODNR” or “Department” in the lease addendum refers to the Ohio Department of Natural Resources.
2. All required notices and contact related to operations regulated under R.C. Chapter 1509 and Ohio Adm.Code 1501:9 and referred to in this lease shall be made to the Division of Oil and Gas Management, Ohio Department of Natural Resources, unless otherwise specified.

B. Well Pad Location

Lessee agrees to evaluate the location of a well pad to be used for development of the Leased Premises under this Lease for purposes of ensuring the safety of visitors to the state property and to adhere to the following:

1. No vertical well pad may be located within 500 feet from any Facility (as that term is defined below), as calculated from the edge of the well pad.
2. No horizontal well pad may be located within 1,000 feet from any Facility (as that term is defined below), as calculated from the edge of the well pad.
3. Prior to commencement of well pad construction, Lessee shall submit to ODNR, Office of Real Estate and Land Management, a plan to address the aesthetic impacts of the well site on any portion of the well site that can be seen from the boundaries of the Egypt Valley Wildlife Area.
4. With Lessor’s approval, Lessee may develop wells on the leased premises from a well pad that has been constructed prior to the date of the nomination of the parcel subject to the lease agreement, even if the well pad is located closer than 1,000 feet from any Facility (as that term is defined below). Lessee shall submit to ODNR, Office of Real Estate and Land Management, documents identifying the location of the well pad and a statement as to why use of the existing well pad is more economically responsible and environmentally protective.
5. **“Facility,”** for the purpose of this Addendum, means a site designated by the Ohio Department of Natural Resources for recreational use and/or lodging on state-owned land or to support recreational use and/or lodging at the time the state

property was nominated under R.C. 155.33. This includes, but is not limited to: designated beaches, trails, trail heads, boardwalks, boat launches, docks, golf courses, disc golf courses, shooting ranges, public hunting areas, historical sites or structures; buildings utilized by ODNR staff; visitor centers, nature centers, camp stores, picnic facilities, playgrounds, splash pads, lodges, cabins, restrooms, shower houses, and campgrounds; and all public entrances and exits to the property.

C. Protection of Water Resources

1. Water Testing:

- a. Lessee will sample and test all wells and sources of water within a distance of 3,000 feet of the surface location of any well under the following occurrences:
 - i. Prior to the drilling of any well in the unit governed by this lease; and
 - ii. Between sixty (60) and ninety (90) days of the completion of each well or group of wells drilled under this lease.
- b. Prior to engaging a contractor for these services, Lessee and ODNR, Office of Real Estate and Land Management, shall agree on the contractor chosen to perform water sampling and testing.

2. **Damage to Surface Water and Ground Water:** Lessee shall be solely responsible for damage, disturbance, contamination, or injury to any groundwater on the Leased Premises caused by Lessee or Lessee's agents and/or employees and shall correct any such damage at its own costs.

3. **Freshwater Impoundments and Liners:** The lease shall include provisions for freshwater impoundments and liners, which provisions ensure the highest level of environmental protection. These provisions shall include, but not be limited to, the following:

- a. Lessee shall have no right to dig any pits on the Leased Premises;
- b. Any impoundment created after the date of this Lease shall: (i) conform to all applicable regulatory requirements (state, local, and federal); and (ii) promptly after completion of operations any backfill and the liners shall be removed and the impoundments shall be drained, prepared for burial, back filled, grated, and planted within ninety (90) days (weather permitting). Lessee shall promptly notify ODNR and all applicable regulatory authorities if any impoundment lining is torn, punctured, or otherwise breached, allowing any fluid contained in an impoundment or designated to be contained in an impoundment to seep, leak, or overflow through or around the liner.

D. Secondary Containment

1. For purposes of this addendum, “Secondary Containment” shall have the same meaning as defined in Ohio Adm.Code 1501:9-4-01(BBB).
2. Secondary Containment shall be used on each well site drilled, completed, or producing from the leased premises during all phases of operation, including drilling, well construction, hydraulic fracturing, flowback, and production. Lessee shall provide Secondary Containment for all substances, including solid wastes, fluids, and other regulated substances that could be harmful to the environment, including the transferring of these substances. Stormwater shall be removed as soon as possible and prior to reducing the secondary containment volume by ten (10%) percent. Secondary Containment shall be constructed with manufactured products that must be sufficiently impervious, able to contain spilled materials, and be chemically compatible with the material stored within the containment to prevent contained materials from coming in contact with the ground.
3. Lessee must comply with Ohio Adm.Code 1501:9-4-06(C)(4) for volume of secondary containment.
4. The Secondary Containment shall be maintained during its lifetime to ensure functionality.
5. Lessee shall provide ODNR with the plan for Secondary Containment prior to commencement of pad construction.

E. Noise and Light

1. Where a well pad to be used for development of the Leased Premises under this Lease relates to a horizontal well (as defined in R.C. 1509.1(GG)) and the well pad is located less than 2,000 feet from any boundary line of the Egypt Valley Wildlife Area, Lessee shall conduct a third-party sound study by a third party agreed to by Lessor and shall construct, in accordance with any third-party recommendations resulting therefrom, perimeter sound walls during the drilling and completion phase around the well pad or other specific pieces of equipment.
2. Lessee shall use best efforts to limit sound pollution during drilling and completion activities for any wells on this parcel, including but not limited to: limiting use of jake brakes on trucks; use of low-noise exhaust mufflers on equipment utilizing disk brakes on drilling rigs instead of drum brakes where practical; and orientation of equipment on the well pad to direct exhaust noise from generators and pumps away from all recreational areas.
3. Once a well is in the production phase, Lessee shall use best efforts to limit noise-intensive activities such as flaring and blowdowns.

F. Restrictions on Construction, Drilling, and Completion Schedules

1. Except as expressly authorized in writing by Lessor, Lessee shall not conduct any construction, drilling, and completion of lands under the leased premises during the following periods of time: April 15-May 1 and November 9-December 20.
2. Lessee shall provide ODNR, Office of Real Estate and Land Management with a monthly construction and/or operation schedule during the construction, drilling, and completion phases.

G. Safety and Emergency Notifications

1. Lessee shall provide a written emergency response plan for units in which at least a portion of the Leased Premises are included.
2. Lessee shall provide ODNR, Office of Real Estate and Land Management with specific plans for notification in the event of an emergency during any phase of the well operations for units in which at least a portion of the Leased Premises are included.
3. New steel shall be used in well casings to isolate fracking zones from aquifers at shallower depths.

H. Additional Economic Incentives

In addition to the landowner royalty owed under Section 9 of the Lease, Lessee shall pay to Lessor additional consideration equal to the greater of _____ (___%) of the Oil and Gas produced from the Leased Premises. It is agreed between Lessor and Lessee that, notwithstanding any language herein to the contrary, all consideration accruing to the Lessor under this provision shall be paid without deduction, directly or indirectly, for any and all pre-production and postproduction costs and/or expenses, including but not limited to those relating to producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marking the Oil and Gas produced hereunder. The computation of the Lessor's payment under this provision shall include any additional consideration, if any, paid to Lessee for natural gas liquids.