



# Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

**Eric Vendel, Chief**

Division of Oil and Gas Resources Management  
2045 Morse Rd, Building F  
Columbus, Ohio 43229  
Phone: (614) 265-6922; Fax: (614) 265-6910

9489009000276359186835

## **ORDER BY THE CHIEF**

**October 20, 2023**

**ORDER NO. 2023-220**

**TO: Ascent Resources – Utica, LLC  
3501 N.W. 63<sup>rd</sup> Street  
Oklahoma City, OK 73116**

**RE: Application for Unitization  
Donna NW LND GR Unit  
Guernsey County, Ohio**

**SUBJECT: Order for Unit Operations of the Utica shale and Point Pleasant Formation  
for the Donna NW LND GR Unit**

Pursuant to Ohio Revised Code (“R.C.”) § 1509.28, the Chief of the Division of Oil and Gas Resources Management (“Chief” or “Division”) makes the following Findings and issues the following Order with respect to Ascent Resources – Utica, LLC’s (“Ascent”) Application for Unit Operations for the Donna NW LND GR Unit:

### **DEFINITIONS:**

As used in this order:

- 1) “Person” has the same meaning as in R.C. § 1509.01.
- 2) “Application” means the application of Ascent Resources – Utica, LLC for Unit Operation of the Donna NW LND GR Unit signed on July 10, 2023, and includes all updates, amendments, and supplements to it.
- 3) “Royalty interest owner” means a person or the estate of a person, other than a working interest owner, who owns the right to or interest in any portion of the oil and/or gas, or proceeds from the sale thereof, from a tract.

- 4) “Working interest” means an interest in oil and/or gas in the unit area by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, the owner of which is obligated to pay, either in cash or out of production or otherwise a portion of the unit expense.
- 5) “Working interest owner” means a person or the estate of a person who owns an interest in oil and/or gas in the unit area by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, the owner of which is obligated to pay, either in cash or out of production or otherwise a portion of the unit expense. “Working interest owner” does not include an unleased mineral owner.
- 6) “Unleased mineral owner” means a royalty interest owner who owns oil and/or gas rights free of a lease or other instrument conveying all or any portion of the working interest in such rights to another. At the time of this order, the unleased mineral owners identified by Ascent include those listed on Exhibit A.
- 7) “Consenting working interest owner” means any working interest owner who enters into an agreement with Ascent pertaining to the operation of the Donna NW LND GR Unit.
- 8) “Non-consenting working interest owner” means a working interest owner who does not enter into an agreement with Ascent pertaining to the operation of the Donna NW LND GR Unit. At the time of this order, the non-consenting working interest owners identified by Ascent include those listed as leased on Exhibit A with a 0.000% consenting working interest percentage.
- 9) “Gas” has the same meaning as in R.C. § 1509.01.
- 10) “Oil” has the same meaning as in R.C. § 1509.01.
- 11) “Unit Area” means all of the lands, oil and gas leases and/or oil and gas interests of the tracts as shown in Exhibit A totaling 624.785 acres located in Londonderry Township, Guernsey County, Ohio as shown in Exhibit B.
- 12) “Unit Participation” means the ratio of the surface acreage of a specific tract in the unit area to the total surface acreage of the unit area as that total surface acreage is specified in paragraph one of the Plan for Unit Operations of this order.
- 13) “Gross Proceeds” means a share of the gross production of oil, gas, condensate, and natural gas liquids free of any and all cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, marketing, or pipeline construction and maintenance.
- 14) “Net Proceeds” means the share of gross production of oil, gas, condensate, or natural gas liquids after payment of all costs of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing and taxes.

**BACKGROUND:**

- 1) Ascent filed the application pursuant to R.C. § 1509.28 to conduct unit operations.
- 2) Pursuant to R.C. § 1509.28, the Division held a hearing on September 6, 2023. The hearing was held to consider the need for the operation as a unit of an entire pool or part thereof. Ascent representatives provided testimony on the application and answered questions from Division staff.
- 3) The unit operations will occur at an approximate true vertical depth located from the top of the Utica shale to the base of the Point Pleasant Formation.

**FINDINGS:**

- 1) Based on the application and testimony by Ascent’s representatives, the Chief finds that Ascent has established that it is the “owner,” as that term is defined in R.C. § 1509.01(K), of greater than 65% of the land area overlying the pool in the Donna NW LND GR Unit as required by R.C. § 1509.28(A).
- 2) Based on the application and testimony by Ascent’s representatives, the Chief finds that the operation of the Donna NW LND GR Unit is reasonably necessary to increase substantially the ultimate recovery of oil and gas.
- 3) Based on the application and testimony by Ascent’s representatives, the Chief finds the value of the estimated additional recovery of oil or gas from the Donna NW LND GR Unit exceeds the estimated additional cost incident to conducting the operation of the Donna NW LND GR Unit.

**ORDER:**

**IT IS HEREBY ORDERED:**

Pursuant to R.C. § 1509.28, Ascent is authorized to conduct operations within the Donna NW LND GR Unit in accordance with all of the following:

**Plan for Unit Operations**

- 1) The unit area is comprised of the tracts totaling 624.785 acres in Londonderry Township, Guernsey County, Ohio, as shown on Exhibit B.
- 2) Ascent proposes to drill two wells in the Donna NW LND GR Unit for the purpose of recovering oil and gas. Ascent shall drill at least one well to total measured depth as specified in the application in the unit area within 12 months from the date of approval of

this Order as prescribed in Paragraph 10 of this order. If Ascent fails to drill at least one well to total measured depth as specified in the application in the unit area within 12 months from the date of approval of this Order as prescribed in Paragraph 10 of this order, the Chief may revoke this order. In order to achieve the stated goal of substantially increasing the ultimate recovery of oil and gas from the Utica shale and Point Pleasant Formation within the unit area, Ascent shall produce from two wells no later than three years after the date of approval of this order. If Ascent fails to drill, complete, and produce at least two wells in the unit area, the Chief may amend or revoke this order. Any additional wells permitted by the Chief for the Utica shale and Point Pleasant Formation in the unit area are subject to this order.

- 3) Information from Ascent for the Donna NW LND GR Unit establishes that the Utica shale and Point Pleasant Formation uniformly underlies the unit area. Therefore, the allocated share of production to each tract shall be equal to that tract's unit participation.
- 4) Except as provided in Paragraph 9(d) of this order, all charges and credits made for investments in wells, tanks, pumps, machinery, materials, and equipment contributed to the Donna NW LND GR unit operations shall be allocated among the working interest owners of each tract based on the unit participation. The proportionate share of the expenses attributable to tracts of the unleased mineral owners shall be allocated to Ascent and the working interest owners.
- 5) All unit operation expenses, including capital investment, shall be charged to, and paid by, Ascent and working interest owners in amounts based on the unit participation plus their proportionate share of the expenses attributable to the tracts of unleased mineral owners. All unit operation expenses concerning wells and operating equipment shall be just and reasonable.
- 6) If necessary, Ascent and the consenting working interest owners shall carry, or otherwise finance, any non-consenting working interest owners who are unable to meet their financial obligations in connection with the unit operations. Ascent and all other consenting working interest owners' reasonable interest charge for carrying or financing the non-consenting working interest owners shall be determined by the terms of Ascent's Unit Agreement and Model Form Operating Agreement for the Donna NW LND GR Unit. Once a specific cost is charged to the initial well, that same cost cannot be charged to subsequent wells in the unit area.
- 7) Ascent shall supervise and conduct all unit operations. Each working interest owner shall have a voting interest equal to its Unit Participation. Approval of unit operations shall be subject to the terms of Ascent's Unit Agreement and Model Form Operating Agreement for the Donna NW LND GR Unit.

- 8) Unit operations may commence as of 7:00 a.m. on the day following the date of approval of this order as prescribed in Paragraph 10 of this order. Once the initial well is placed into production, operations within the Donna NW LND GR Unit may continue as long as hydrocarbons are produced from any well in the unit area without a cessation of more than 90 days, unless otherwise approved by the Chief in writing. The Donna NW LND GR Unit may be terminated if working interest owners owning at least 51% of the working interest in the unit area determine that the unit operations are no longer warranted. If the unit operations are so terminated, Ascent shall provide written notice of the termination to the Division and to all unleased mineral owners. In addition to the notice of termination, Ascent shall provide an affidavit to the Division attesting to the basis of the termination and all dates applicable to that basis. If termination of unit operations occurs prior to drilling and completing for production of two wells in the Donna NW LND GR Unit, the Chief may amend this order.
- 9) The following additional provisions are found to be appropriate:
  - a) No activity associated with the drilling, completion, or operation of the Donna NW LND GR Unit shall be conducted on the surface of any unleased property without the prior written consent of the owner of the surface rights of the unleased property.
  - b) Unleased mineral owners shall not incur liability for any personal or property damage associated with any drilling, testing, completing, producing, operating, or plugging and restoration activities within the Donna NW LND GR Unit.
  - c) Each unleased mineral owner shall receive a monthly cash payment equal to a one-eighth share of the gross proceeds from production. Allocation of the one-eighth share shall be based on the unit participation of each unleased mineral owner's tract. Ascent shall make monthly cash payments to all unleased mineral owners at the same time the royalty interest owners are paid.
  - d) In addition to the cash payment specified in paragraph 9(c) of this Order, each unleased mineral owner shall receive a monthly cash payment equal to a seven-eighths share of the net proceeds from production. Allocation of the seven-eighths share shall be based on the unit participation of each unleased mineral owner's tract. After Ascent recovers 200% of the cost of drilling, testing, and completing the initial well, Ascent shall begin making the monthly payments to the unleased mineral owners for that well. For each additional well drilled in the unit area, Ascent shall begin making monthly payments equal to seven-eighths share of net proceeds from production to each unleased mineral owner once the working interest owners have recovered 150% of the cost of drilling, testing, and completing each additional well. Once a specific cost is charged to the initial well, that same cost cannot be charged to subsequent wells in the unit area.

- e) Nothing in this order prohibits an unleased mineral owner from entering into a lease agreement with Ascent or with any other person. An unleased mineral owner who enters into a lease of their mineral interests with any person after the issuance of this order is no longer an unleased mineral owner under this order as of the effective date of the lease. Ascent shall notify the Division upon the execution of a lease agreement with any unleased mineral owner who is subject to this order.
- f) Except as provided in Paragraph 9(d) of this order, no expenses shall be paid by an unleased mineral owner for drilling, testing, completing, producing, or operating any well in the unit area. Moreover, unleased mineral owners are not responsible for any costs related to plugging any well or any restoration in the unit area.
- g) If requested in writing by any unleased mineral owner or by any non-consenting working interest owner, or in any manner by the Division, Ascent shall provide, not later than 30 days after the request, any of the following:
  - i. A monthly statement of all costs incurred, together with the quantity of oil and gas produced, and the amount of proceeds realized from the sale of production during the preceding month; and
  - ii. Any authorization for expenditure (AFE) prepared by Ascent; and
  - iii. A statement of all costs and expenses for purposes of Paragraphs 6 and 9(d) of this order.
- h) Ascent shall notify the Division of the assignment or transfer of any of its working interest in the Donna NW LND GR Unit. If Ascent assigns or transfers any of its working interest, the assignee or transferee shall comply with this order. Within 60 days of the notice of assignment or transfer, Ascent shall file a copy of the notice with each applicable county recorder's office, in the records of each of the tracts that are subject to this order and referenced in Exhibit B of this order. Ascent shall submit a certification of the filing to the Division within 14 days of filing.
- i) Ascent shall notify the Division within 30 days if a person that is leased by Ascent, or any other consenting working interest owner, for purposes of operating the Donna NW LND GR Unit becomes unleased. If a person becomes unleased, the person is an unleased owner under this order and paragraphs 9(a) through 9(g) of this order apply.

- j) Ascent shall notify the Division if any consenting working interest owner revokes, rescinds, or otherwise terminates the agreement with Ascent pertaining to the operation of the Donna NW LND GR Unit. If a consenting working interest owner revokes, rescinds, or otherwise terminates the agreement with Ascent, the working interest owner becomes a non-consenting working interest owner pursuant to this order. Ascent also shall notify the Division if any consenting working interest owner assigns or transfers all or part of its working interest in the Donna NW LND GR Unit. All such assignees or transferees are subject to this order.
  - k) Ascent shall notify the Division if any non-consenting working interest owner enters into an agreement with Ascent pertaining to the operation of the Donna NW LND GR Unit. If a non-consenting working interest owner enters into an agreement with Ascent, the non-consenting working interest owner becomes a consenting working interest owner pursuant to this order.
  - l) If at any point Ascent and consenting working interest owners own less than 65% of the unit, the Chief may amend or revoke this order.
- 10) This order becomes effective on the date Ascent provides the Chief with final written approval of the unit operations as prescribed in this order by Ascent and consenting working interest owners, and also by the royalty interest owners or, with respect to unleased acreage, unleased mineral owners of 65% of the acreage to be included in the unit. Unit operations may commence as set forth in Paragraph 8 of this Order. If Ascent fails to provide all required approvals by April 25, 2024, the order is revoked, and the Chief shall provide notice of the revocation to Ascent and to all persons listed in Exhibit A to this order.
  - 11) If this Chief's Order is appealed, the time periods specified in this order are tolled pending final determination of the appeal.
  - 12) Within 21 days of this order becoming effective, Ascent shall file a copy of this order with each applicable county recorder's office in the records of each of the tracts that are subject to this order and referenced in Exhibit B of this order. Ascent shall submit a certification of the filing to the Division within 14 days of filing. The certification shall include a reference to the volume and page number corresponding to each record where the Chief's Order is recorded.
  - 13) The Chief of the Division retains continuing jurisdiction over the Donna NW LND GR Unit as is consistent with the Chief's powers and duties as established by R.C. Chapter 1509 and Ohio Admin. Code 1501:9. The Chief reserves the right to amend or revoke this Order subsequent to the commencement of unit operations within the unit area.
  - 14) Except as specifically set forth in the terms of this order, nothing herein shall be construed as a release or waiver of any private right, obligation, duty, claim, or cause of action.

- 15) If there is a conflict between the terms of this Chief's Order and any part of Ascent's application, the Chief's Order takes precedence.

October 25, 2023

*Eric Vendel*

\_\_\_\_\_  
Date

/s/

\_\_\_\_\_  
Eric Vendel, Chief  
Division of Oil and Gas Resources Management

Addressee is hereby notified that this action is final and effective and may be appealed pursuant to Section 1509.36 of the Ohio Revised Code. If the Order is appealed to the Ohio Oil and Gas Commission, the appeal must be in writing and must set forth the Orders complained of and the grounds upon which the appeal is based. Such appeal must be filed with the Oil and Gas Commission, 2045 Morse Road, Building E-1, Office 103, Columbus, Ohio 43229-6693, within 30 days after the date upon which the person to whom the Order was issued received the order and, for all other persons adversely affected by the order, within 30 days after the date of the Order.

In addition, within three days after the appeal is filed with the Oil and Gas Commission, notice of the filing must be submitted to Eric Vendel, Chief, Division of Oil and Gas Resources Management, Ohio Department of Natural Resources, 2045 Morse Road, Building F, Columbus, Ohio 43229-6693.

Enclosures: Exhibit A  
Exhibit B













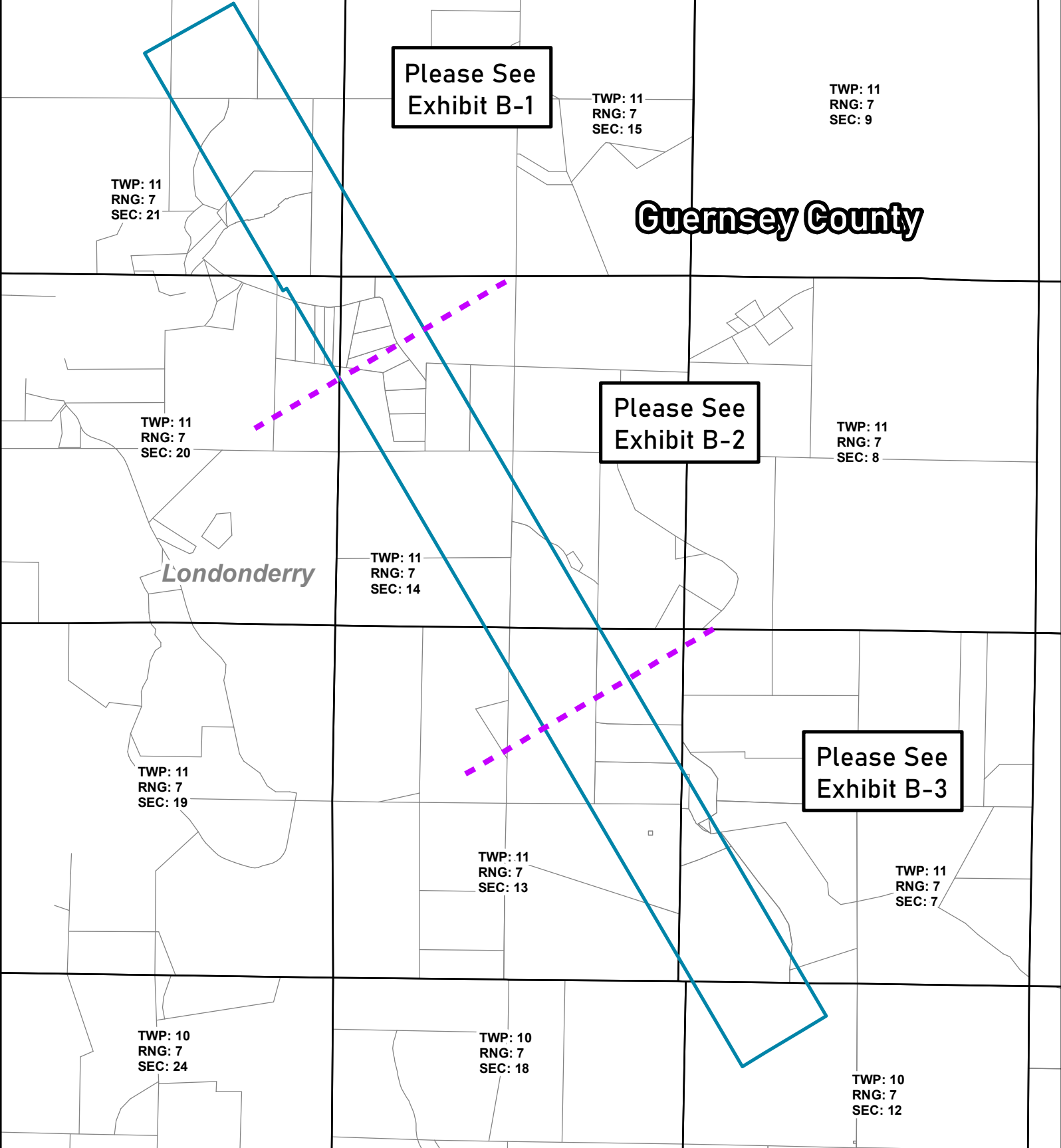
		Blackhawk Minerals, LLC (NPRI) Attn: Ron Broadway													17950 Preston Road, Suite 1080	Dallas	TX	75252		
		Windhaven Interests, LLC (NPRI) Attn: John Calce													16051 Addison Road, Suite 210	Addison	TX	75001		
42f	N/A	EAP Ohio, LLC Attn: Matt Buckles	Yes	0.250	1.045	0.167%	20-0000301.000	Londonderry	Guernsey	0.167%	0.000%	0.000%	0.000%	0.167%	0.000%	5847 San Felipe Street, Suite 400	Houston	TX	77057	Burj Consenting WI. Split consenting and non-consenting WI into separate rows
		RJR Resources, LLC (NPRI) Attn: Ron Broadway													12377 Merit Drive, Suite 1200	Dallas	TX	75251		
		Blackhawk Minerals, LLC (NPRI) Attn: Ron Broadway													17950 Preston Road, Suite 1080	Dallas	TX	75252		
		Windhaven Interests, LLC (NPRI) Attn: John Calce													16051 Addison Road, Suite 210	Addison	TX	75001		
42g	Roaring Fork	K & R Resources, LLC Attn: Robert D. Walls, Jr.	Yes	1.000	18.569	2.972%	20-0000301.000	Londonderry	Guernsey	2.972%	0.000%	0.000%	0.000%	0.000%	2250 Yorktown Street NW	Uniontown	OH	44685	Add Roaring Fork WI	
43	UTC003439000	Stanley E. Davidson, III	Yes	0.500	7.043	1.127%	20-0000159.000	Londonderry	Guernsey	1.127%	0.845%	0.282%	0.000%	0.000%	23631 Cadiz Road	Freeport	OH	43973		
43	UTC003439000	Steven C. Davidson	Yes	0.500	7.043	1.127%	20-0000159.000	Londonderry	Guernsey	1.127%	0.845%	0.282%	0.000%	0.000%	23823 Gold Finch Lane	Freeport	OH	43973		
				<b>Total Unit Acres:</b>	<b>624.785</b>	<b>100.000000%</b>														
										<b>Interest less non-conforming</b>	<b>76.123%</b>	<b>17.409%</b>								

NPRI = Non-Participating Royalty Interest Only

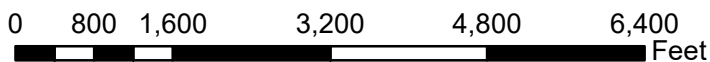
\*Leasehold contains a non-conforming pooling provision

<b>Total Consenting Acres:</b>	<b>604.244</b>
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# Donna NW LND GR Unit Chief's Order Exhibit B



## DONNA NW LND GR EXHIBIT B: Well Plat



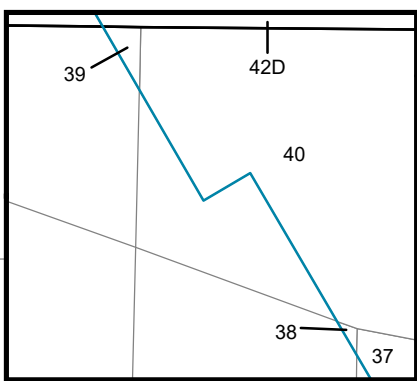
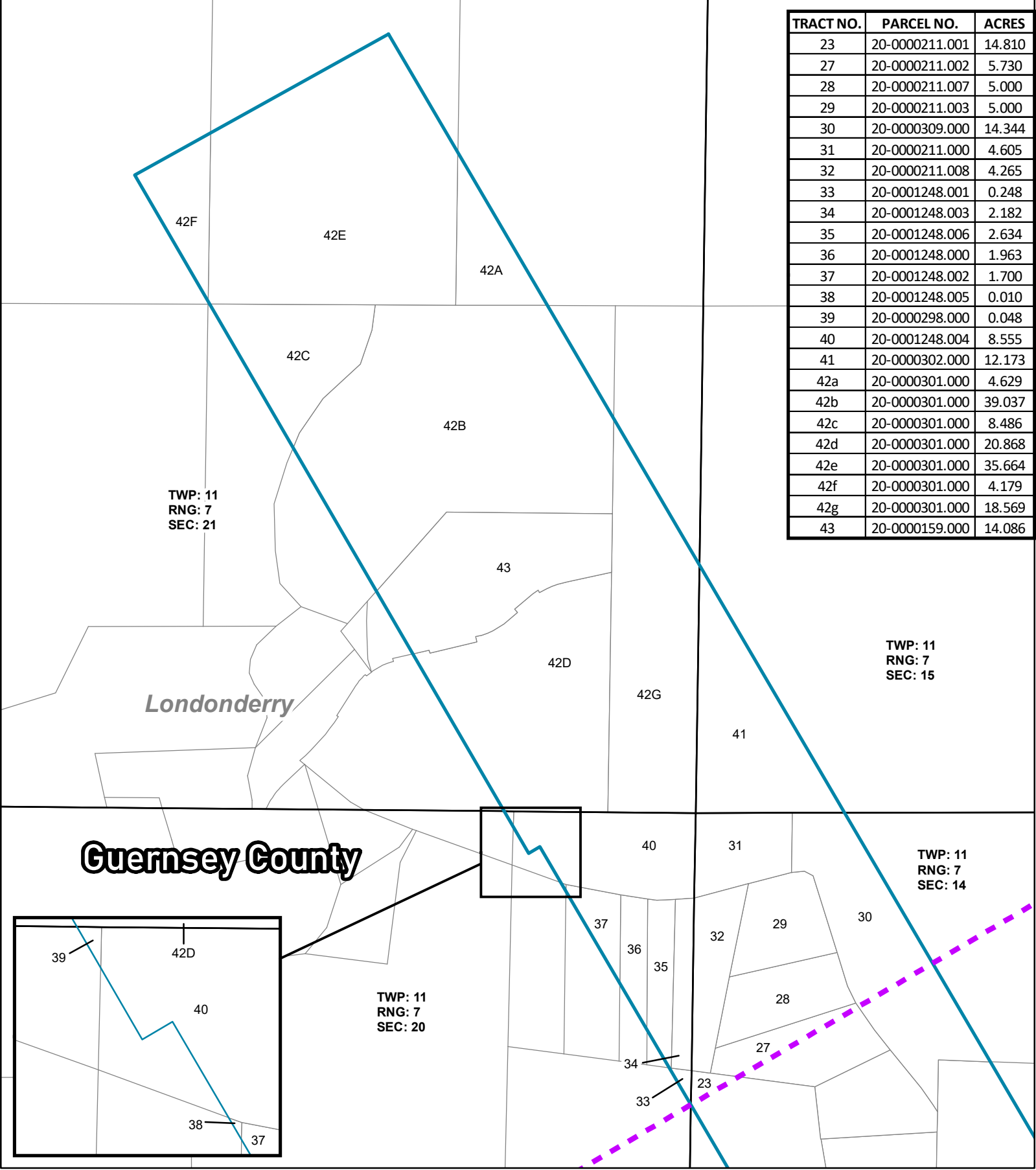
1 INCH = 1,600 ft.



NAD 1927 StatePlane Ohio South FIPS 3402

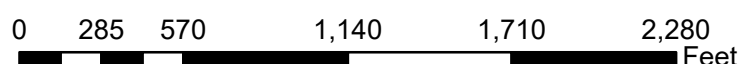
- Donna NW LND GR Unit - 624.785 Ac.
- Municipal Townships
- PLSS Sections
- Tax Parcels
- County Boundaries

TRACT NO.	PARCEL NO.	ACRES
23	20-0000211.001	14.810
27	20-0000211.002	5.730
28	20-0000211.007	5.000
29	20-0000211.003	5.000
30	20-0000309.000	14.344
31	20-0000211.000	4.605
32	20-0000211.008	4.265
33	20-0001248.001	0.248
34	20-0001248.003	2.182
35	20-0001248.006	2.634
36	20-0001248.000	1.963
37	20-0001248.002	1.700
38	20-0001248.005	0.010
39	20-0000298.000	0.048
40	20-0001248.004	8.555
41	20-0000302.000	12.173
42a	20-0000301.000	4.629
42b	20-0000301.000	39.037
42c	20-0000301.000	8.486
42d	20-0000301.000	20.868
42e	20-0000301.000	35.664
42f	20-0000301.000	4.179
42g	20-0000301.000	18.569
43	20-0000159.000	14.086



# DONNA NW LND GR

## EXHIBIT B-1: Well Plat



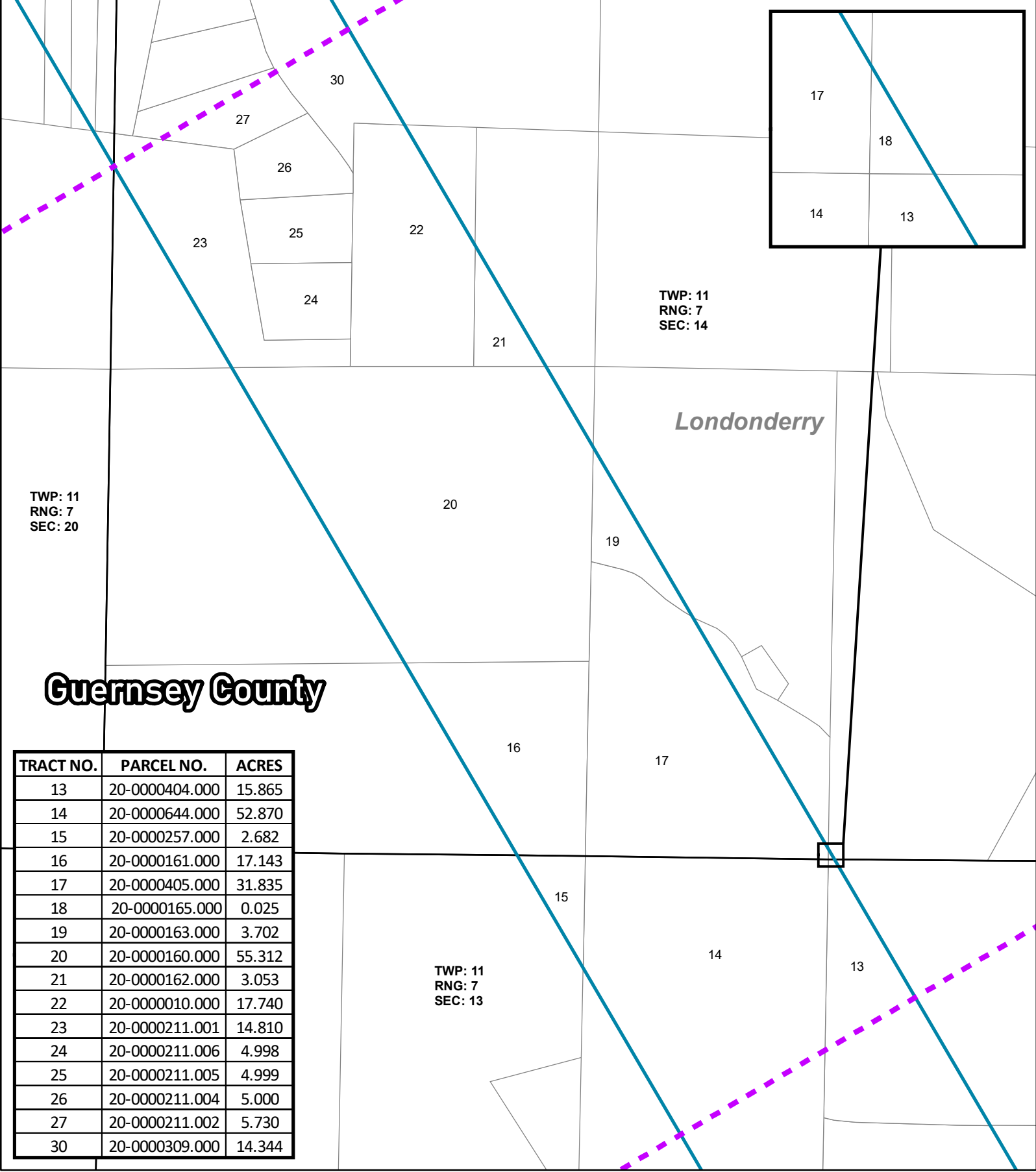
1 INCH = 570 ft.



NAD 1927 StatePlane Ohio South FIPS 3402

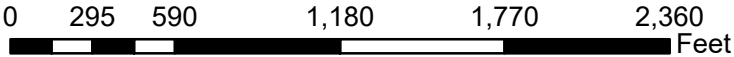
-  Donna NW LND GR Unit - 624.785 Ac.
-  Municipal Townships
-  PLSS Sections
-  Tax Parcels
-  County Boundaries





TRACT NO.	PARCEL NO.	ACRES
13	20-0000404.000	15.865
14	20-0000644.000	52.870
15	20-0000257.000	2.682
16	20-0000161.000	17.143
17	20-0000405.000	31.835
18	20-0000165.000	0.025
19	20-0000163.000	3.702
20	20-0000160.000	55.312
21	20-0000162.000	3.053
22	20-0000010.000	17.740
23	20-0000211.001	14.810
24	20-0000211.006	4.998
25	20-0000211.005	4.999
26	20-0000211.004	5.000
27	20-0000211.002	5.730
30	20-0000309.000	14.344

# DONNA NW LND GR EXHIBIT B-2: Well Plat



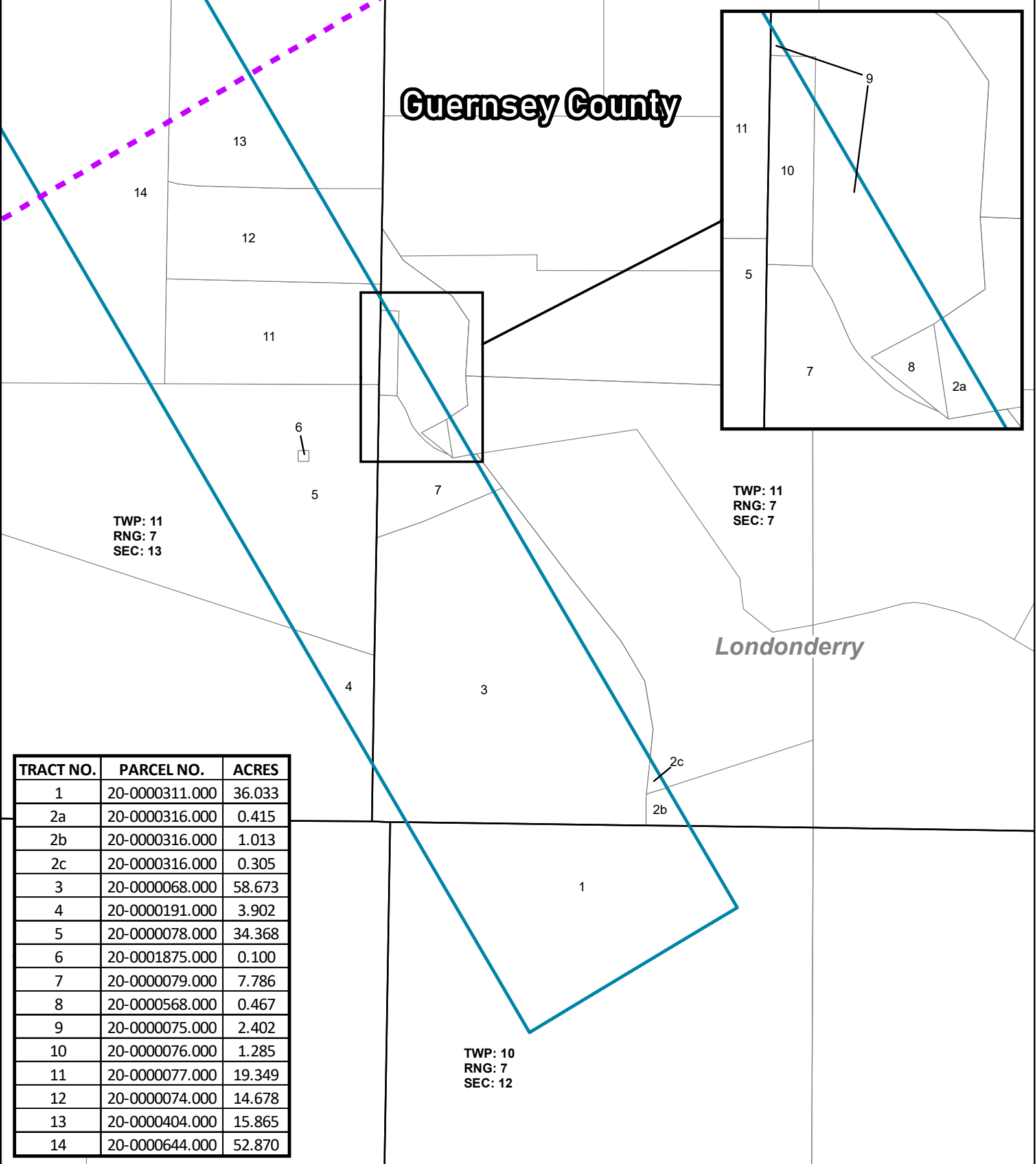
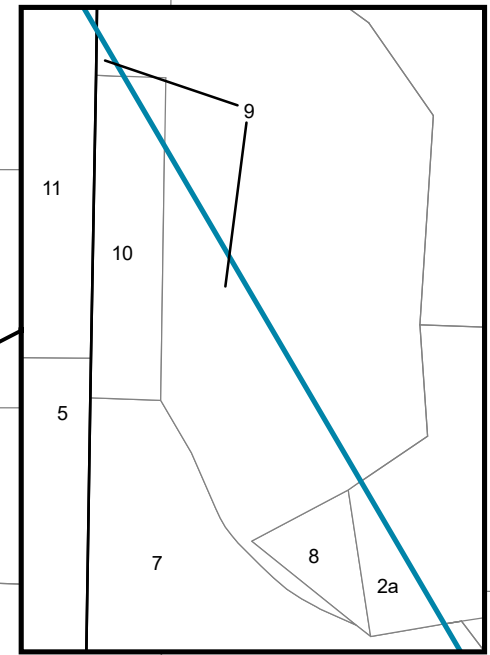
1 INCH = 590 ft.



NAD 1927 StatePlane Ohio South FIPS 3402

- Donna NW LND GR Unit - 624.785 Ac.
- Municipal Townships
- PLSS Sections
- Tax Parcels
- County Boundaries

# Guernsey County



TWP: 11  
RNG: 7  
SEC: 13

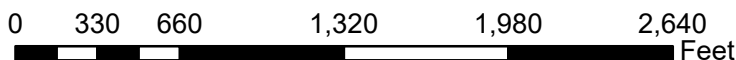
TWP: 11  
RNG: 7  
SEC: 7

Londonderry

TWP: 10  
RNG: 7  
SEC: 12

TRACT NO.	PARCEL NO.	ACRES
1	20-0000311.000	36.033
2a	20-0000316.000	0.415
2b	20-0000316.000	1.013
2c	20-0000316.000	0.305
3	20-0000068.000	58.673
4	20-0000191.000	3.902
5	20-0000078.000	34.368
6	20-0001875.000	0.100
7	20-0000079.000	7.786
8	20-0000568.000	0.467
9	20-0000075.000	2.402
10	20-0000076.000	1.285
11	20-0000077.000	19.349
12	20-0000074.000	14.678
13	20-0000404.000	15.865
14	20-0000644.000	52.870

## DONNA NW LND GR EXHIBIT B-3: Well Plat



1 INCH = 660 ft.

- Donna NW LND GR Unit - 624.785 Ac.
- Municipal Townships
- PLSS Sections
- Tax Parcels
- County Boundaries



**MASTER UNIT PARCEL CHART:**

TRACT NO.	PARCEL NO.	ACRES	EXHIBIT
1	20-0000311.000	36.033	B-3
2a	20-0000316.000	0.415	B-3
2b	20-0000316.000	1.013	B-3
2c	20-0000316.000	0.305	B-3
3	20-0000068.000	58.673	B-3
4	20-0000191.000	3.902	B-3
5	20-0000078.000	34.368	B-3
6	20-0001875.000	0.100	B-3
7	20-0000079.000	7.786	B-3
8	20-0000568.000	0.467	B-3
9	20-0000075.000	2.402	B-3
10	20-0000076.000	1.285	B-3
11	20-0000077.000	19.349	B-3
12	20-0000074.000	14.678	B-3
13	20-0000404.000	15.865	B-2/B-3
14	20-0000644.000	52.870	B-2/B-3
15	20-0000257.000	2.682	B-2
16	20-0000161.000	17.143	B-2
17	20-0000405.000	31.835	B-2
18	20-0000165.000	0.025	B-2
19	20-0000163.000	3.702	B-2
20	20-0000160.000	55.312	B-2
21	20-0000162.000	3.053	B-2
22	20-0000010.000	17.740	B-2
23	20-0000211.001	14.810	B-1/B-2
24	20-0000211.006	4.998	B-2
25	20-0000211.005	4.999	B-2
26	20-0000211.004	5.000	B-2
27	20-0000211.002	5.730	B-1/B-2
28	20-0000211.007	5.000	B-1
29	20-0000211.003	5.000	B-1
30	20-0000309.000	14.344	B-1/B-2
31	20-0000211.000	4.605	B-1
32	20-0000211.008	4.265	B-1
33	20-0001248.001	0.248	B-1
34	20-0001248.003	2.182	B-1
35	20-0001248.006	2.634	B-1
36	20-0001248.000	1.963	B-1
37	20-0001248.002	1.700	B-1
38	20-0001248.005	0.010	B-1
39	20-0000298.000	0.048	B-1
40	20-0001248.004	8.555	B-1
41	20-0000302.000	12.173	B-1
42a	20-0000301.000	4.629	B-1
42b	20-0000301.000	39.037	B-1
42c	20-0000301.000	8.486	B-1
42d	20-0000301.000	20.868	B-1
42e	20-0000301.000	35.664	B-1
42f	20-0000301.000	4.179	B-1
42g	20-0000301.000	18.569	B-1
43	20-0000159.000	14.086	B-1
<b>TOTAL:</b>		<b>624.785</b>	