



# Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

**Eric Vendel, Chief**

Division of Oil and Gas Resources Management  
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## **ORDER BY THE CHIEF**

**April 10, 2023**

**ORDER NO. 2024-97**

**TO: EOG Resources, Inc.  
14701 Bogert Parkway  
Oklahoma City, OK 73134-2646**

**RE: Application for Unitization  
**E Clark South HFP25 B Unit**  
Harrison County, Ohio**

**SUBJECT: Order for Unit Operations of the Utica shale and Point Pleasant Formation  
for the E Clark South HFP25 B 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 EOG Resources, Inc.’s (“EOG”) Application for Unit Operations for the E Clark South HFP25 B 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 EOG Resources, Inc. for Unit Operation of the E Clark South HFP25 B Unit signed on December 14, 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 EOG include those listed on Exhibit A.
- 7) “Consenting working interest owner” means any working interest owner who enters into an agreement with EOG pertaining to the operation of the E Clark South HFP25 B Unit.
- 8) “Non-consenting working interest owner” means a working interest owner who does not enter into an agreement with EOG pertaining to the operation of the E Clark South HFP25 B Unit. At the time of this order, the non-consenting working interest owners identified by EOG 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 904.5817 acres located in Freeport Township and Washington Township, Harrison 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) EOG 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 February 14, 2024. The hearing was held to consider the need for the operation as a unit of an entire pool or part thereof. EOG 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 EOG’s representatives, the Chief finds that EOG 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 E Clark South HFP25 B Unit as required by R.C. § 1509.28(A).
- 2) Based on the application and testimony by EOG’s representatives, the Chief finds that the operation of the E Clark South HFP25 B Unit is reasonably necessary to increase substantially the ultimate recovery of oil and gas.
- 3) Based on the application and testimony by EOG’s representatives, the Chief finds the value of the estimated additional recovery of oil or gas from the E Clark South HFP25 B Unit exceeds the estimated additional cost incident to conducting the operation of the E Clark South HFP25 B Unit.

**ORDER:**

**IT IS HEREBY ORDERED:**

Pursuant to R.C. § 1509.28, EOG is authorized to conduct operations within the E Clark South HFP25 B Unit in accordance with all of the following:

**Plan for Unit Operations**

- 1) The unit area is comprised of the tracts totaling 904.5817 acres located in Freeport Township and Washington Township, Harrison County, Ohio as shown in Exhibit B.
- 2) EOG proposes to drill three wells in the E Clark South HFP25 B Unit for the purpose of recovering oil and gas. EOG 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 EOG 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, EOG shall produce from three wells no later than four years after the date of approval of this order. If EOG fails to drill, complete, and produce at least three 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 EOG for the E Clark South HFP25 B 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 E Clark South HFP25 B 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 EOG and the working interest owners.
- 5) All unit operation expenses, including capital investment, shall be charged to, and paid by, EOG 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, EOG 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. EOG 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 EOG's Unit Agreement and Model Form Operating Agreement for the E Clark South HFP25 B 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) EOG 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 EOG's Unit Agreement and Model Form Operating Agreement for the E Clark South HFP25 B 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 E Clark South HFP25 B 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 or as prescribed in Paragraph 8(a) of this order.
- a) Except as provided otherwise in Paragraph 8(b) of this order, after the initial well is placed into production in the E Clark South HFP25 B Unit, if EOG ceases production of hydrocarbons from all wells in the E Clark South HFP25 B Unit for more than 90 days, but not more than 360 days, and has never ceased production of hydrocarbons from all wells in the E Clark South HFP25 B Unit for more than 90 days previously, operations in the E Clark South HFP25 B Unit may continue so long as EOG pays each unleased mineral owner a monthly “delay in production” payment calculated as set forth in Paragraph 8(a)(i) through (iii) of this order until production resumes from at least one well in the E Clark South HFP25 B Unit:
- i. For each 30-day period, beginning at day 91 and ending on day 180 that EOG does not produce hydrocarbons from the E Clark South HFP25 B Unit, EOG shall pay each unleased mineral interest owner a payment in an amount equal to 15% of the average of the payments made to that unleased mineral owner pursuant to Paragraph 9(c) of this order for the three months immediately preceding the date that the production of hydrocarbons ceased in the E Clark South HFP25 B Unit. These payments are in addition to any payments that may be owed under paragraph 9 of this order.
  - ii. For each 30-day period, beginning on day 181 and ending on day 360 that EOG does not produce hydrocarbons from the E Clark South HFP25 B Unit, EOG shall pay each unleased mineral owner a payment in an amount equal to 20% of the average of the payments made to that unleased mineral owner pursuant to Paragraph 9(c) of this order for the three months immediately preceding the date that the production of hydrocarbons ceased in the E Clark South HFP25 B Unit. These payments are in addition to any payments that may be owed under paragraph 9 of this order.
  - iii. Payments to unleased mineral owners under this Paragraph shall be prorated to account for any changes in ownership of the unleased mineral interest and any resumption of production during a 30-day period.

- b) If EOG ceases production of hydrocarbons from all wells in the E Clark South HFP25 B Unit for more than 360 days, unless otherwise approved by the Chief in writing, the Chief may revoke this Chief's Order.
  - c) The E Clark South HFP25 B 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, EOG shall provide written notice of the termination to the Division and to all unleased mineral owners. In addition to the notice of termination, EOG 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 four wells in the E Clark South HFP25 B 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 E Clark South HFP25 B 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 E Clark South HFP25 B 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. EOG 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 EOG recovers 200% of the cost of drilling, testing, and completing the initial well, EOG shall begin making the monthly payments to the unleased mineral owners for that well. For each additional well drilled in the unit area, EOG 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 EOG 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. EOG 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, EOG 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 EOG; and
  - iii. A statement of all costs and expenses for purposes of Paragraphs 6, 8(a), and 9(d) of this order.
- h) EOG shall notify the Division of the assignment or transfer of any of its working interest in the E Clark South HFP25 B Unit. If EOG 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, EOG 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. EOG shall submit a certification of the filing to the Division within 14 days of filing.
- i) EOG shall notify the Division within 30 days if a person that is leased by EOG, or any other consenting working interest owner, for purposes of operating the E Clark South HFP25 B Unit becomes unleased. If a person becomes unleased, the person is an unleased mineral owner under this order and Paragraphs 8(a) and 9(a) through 9(g) of this order apply.

- j) EOG shall notify the Division if any consenting working interest owner revokes, rescinds, or otherwise terminates the agreement with EOG pertaining to the operation of the E Clark South HFP25 B Unit. If a consenting working interest owner revokes, rescinds, or otherwise terminates the agreement with EOG, the working interest owner becomes a non-consenting working interest owner pursuant to this order. EOG also shall notify the Division if any consenting working interest owner assigns or transfers all or part of its working interest in the E Clark South HFP25 B Unit. All such assignees or transferees are subject to this order.
  - k) EOG shall notify the Division if any non-consenting working interest owner enters into an agreement with EOG pertaining to the operation of the E Clark South HFP25 B Unit. If a non-consenting working interest owner enters into an agreement with EOG, the non-consenting working interest owner becomes a consenting working interest owner pursuant to this order.
  - l) If at any point EOG 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 EOG provides the Chief with final written approval of the unit operations as prescribed in this order by EOG 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 EOG fails to provide all required approvals by October 10, 2024, the order is revoked, and the Chief shall provide notice of the revocation to EOG 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, EOG 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. EOG 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 E Clark South HFP25 B 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 EOG's application, the Chief's Order takes precedence.

April 10, 2024

*Eric Vendel*

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Date

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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

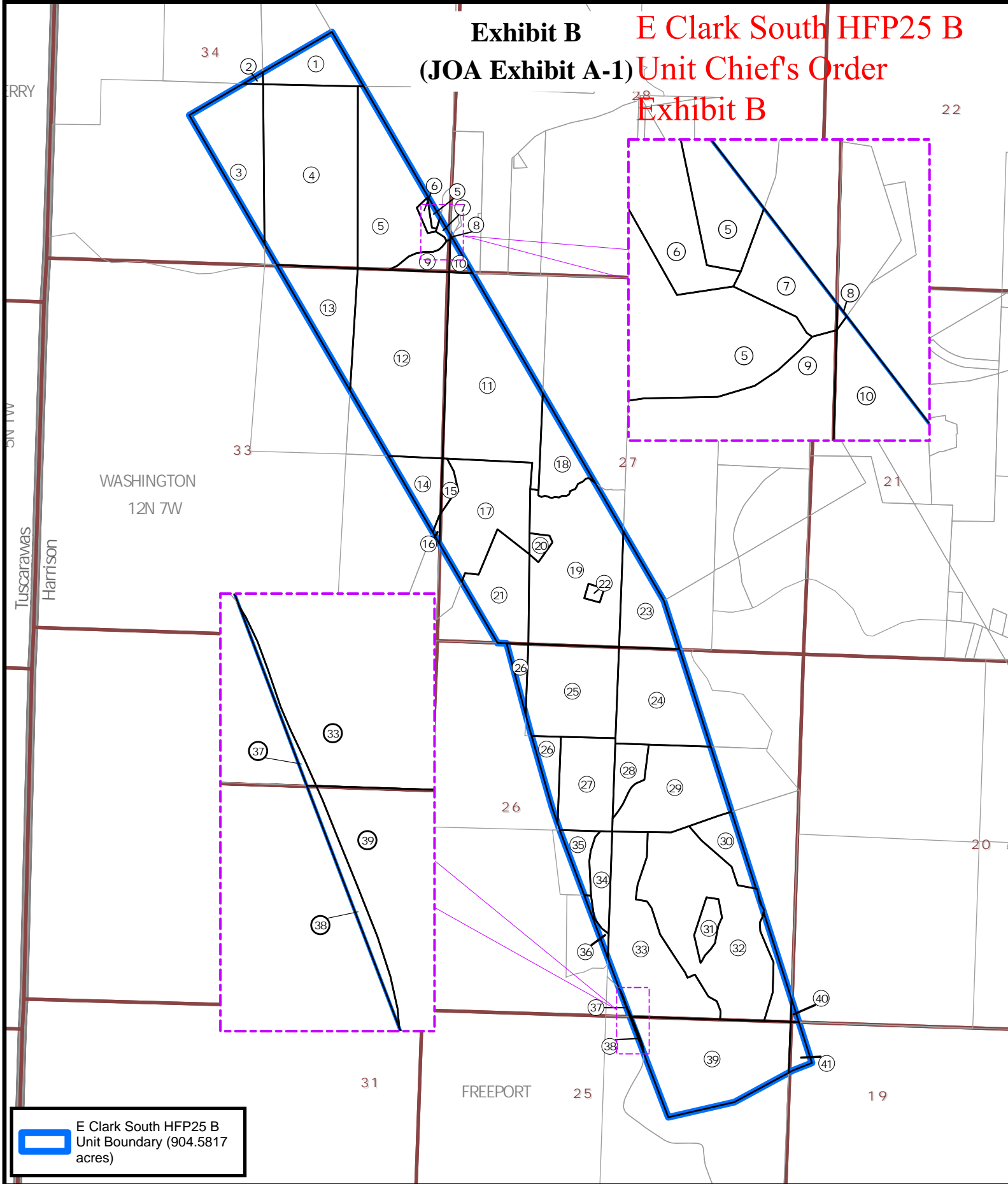
# E Clark South HFP25 B Unit Chiefs Order Exhibit A


Exhibit A (GOA Exhibit "A-2") All Mineral Owners in the proposed E Clark South HFP25 B Unit																	
Tract Number	Lease ID Number (Optional)	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Consenting Working Interest Percentage	Applicant Working Interest Percentage	Coabit Co-owner Working Interest Percentage	Address	City	State	Zip	Revisions for 2/12/2024 Supplement
1		WILDWOOD ESTATES, LLC ATTN: MARK E. SHROCK, AGENT RHDK INVESTMENTS, LLC ATTN: KEITH B. KIMBLE, MANAGER	Y	1.000000	15.181100	1.678343%	30-0000286.000	WASHINGTON	HARRISON	1.678343%	1.678343%	0.000000%	7895A STONY POINT ROAD NW	SUGAR CREEK	OH	44681	
2		JOSEPH A. PIAZZA	Y	1.000000	0.574100	0.063466%	30-0000065.000	WASHINGTON	HARRISON	0.063466%	0.063466%	0.000000%	3396 STATE ROUTE 39 NW	DOVER	OH	44622	
3		GLENN D. SCHULTZ AND LINDA L. SCHULTZ, HUSBAND AND WIFE	N	1.000000	30.296700	3.349250%	30-0000783.000	WASHINGTON	HARRISON	0.000000%	0.000000%	0.000000%	3165 SUNNYBROOK ROAD	MCCADORE	OH	44260	
4		DONALD F. LINERODE JR. AND JUDY D. LINERODE, HUSBAND AND WIFE, AND TODD F. LINERODE AND HEATHER R. COX, FOR THEIR JOINT LIVES	Y	1.000000	81.917500	9.055843%	30-000059.000	WASHINGTON	HARRISON	9.055843%	9.055843%	0.000000%	26660 CUTLIP ROAD	TIPPECANOE	OH	44699	
5		REBECCA SUE DOANE	Y	1.000000	44.338600	4.903769%	30-0000278.000	WASHINGTON	HARRISON	4.903769%	4.903769%	0.000000%	26900 NORRIS ROAD	TIPPECANOE	OH	44699	
6		REBECCA SUE DOANE	Y	1.000000	1.404400	0.155254%	30-0000278.002	WASHINGTON	HARRISON	0.155254%	0.155254%	0.000000%	27027 NORRIS ROAD	TIPPECANOE	OH	44699	
7		REBECCA SUE DOANE	Y	1.000000	0.271800	0.085321%	30-0000278.001	WASHINGTON	HARRISON	0.085321%	0.085321%	0.000000%	27027 NORRIS ROAD	TIPPECANOE	OH	44699	
8		REBECCA SUE DOANE	Y	1.000000	0.012900	0.001758%	30-0000279.000	WASHINGTON	HARRISON	0.001758%	0.001758%	0.000000%	27027 NORRIS ROAD	TIPPECANOE	OH	44699	
9		KYLE L. WOOD AND BETH A. WOOD, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM, GINER DOANE, AKA VIRGINIA DOANE	Y	1.000000	4.786900	0.529184%	30-0000278.003	WASHINGTON	HARRISON	0.529184%	0.529184%	0.000000%	79705 RIGGS HOLLOW ROAD	TIPPECANOE	OH	44699	
10		THE RONALD M. OTT REVOCABLE TRUST AGREEMENT ATTN: RONALD M. OTT, TRUSTEE	Y	1.000000	2.102600	0.232499%	30-0000061.000	WASHINGTON	HARRISON	0.232499%	0.232499%	0.000000%	27055 NORRIS ROAD	TIPPECANOE	OH	44699	
11		THE ODORÉ A. LYON AND MARY JANE LYON, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP JOHN G. BOECKI	Y	1.000000	68.400600	7.561572%	30-0000035.000	WASHINGTON	HARRISON	7.561572%	7.561572%	0.000000%	170 TAYLOR ROAD	BARBERTON	OH	44203	
12		RHDK INVESTMENTS, LLC ATTN: KEITH B. KIMBLE, MANAGER	Y	1.000000	78.572600	8.868070%	30-0000138.000	WASHINGTON	HARRISON	8.868070%	8.868070%	0.000000%	27575 FRIENDLY RIDGE ROAD	TIPPECANOE	OH	44699	
13		RHDK INVESTMENTS, LLC ATTN: KEITH B. KIMBLE, MANAGER	Y	1.000000	24.058400	2.659016%	30-0000232.000	WASHINGTON	HARRISON	2.659016%	2.659016%	0.000000%	5803 PELLHAM DRIVE	PARMA	OH	44129	
14		RHDK INVESTMENTS, LLC ATTN: KEITH B. KIMBLE, MANAGER	Y	1.000000	10.719900	1.185067%	30-0000220.001	WASHINGTON	HARRISON	1.185067%	1.185067%	0.000000%	3396 STATE ROUTE 39 NW	DOVER	OH	44622	
15		RHDK INVESTMENTS, LLC ATTN: KEITH B. KIMBLE, MANAGER	Y	1.000000	2.221800	0.300890%	30-0000221.001	WASHINGTON	HARRISON	0.300890%	0.300890%	0.000000%	3396 STATE ROUTE 39 NW	DOVER	OH	44622	
16		RHDK INVESTMENTS, LLC ATTN: KEITH B. KIMBLE, MANAGER	Y	1.000000	0.339800	0.059674%	30-0000220.000	WASHINGTON	HARRISON	0.059674%	0.059674%	0.000000%	3396 STATE ROUTE 39 NW	DOVER	OH	44622	
17		THE RONALD M. OTT REVOCABLE TRUST AGREEMENT ATTN: RONALD M. OTT, TRUSTEE	Y	1.000000	38.379800	4.242823%	30-0000221.000	WASHINGTON	HARRISON	4.242823%	4.242823%	0.000000%	3396 STATE ROUTE 39 NW	DOVER	OH	44622	
18		MARSHA MCELHANEY RONALD A. COCHENOUR AND BEVERLY KAY COCHENOUR, HUSBAND AND WIFE	Y	1.000000	14.349800	1.586346%	30-0000274.000	WASHINGTON	HARRISON	1.586346%	1.586346%	0.000000%	170 TAYLOR ROAD	BARBERTON	OH	44203	
19		RHDK INVESTMENTS, LLC ATTN: KEITH B. KIMBLE, MANAGER	Y	1.000000	2.199100	0.243107%	30-0000799.000	WASHINGTON	HARRISON	0.243107%	0.243107%	0.000000%	27300 FRIENDLY RIDGE ROAD	TIPPECANOE	OH	44699	
20		THOMAS HODKINSON AND LINNAH HODKINSON, HUSBAND AND WIFE	Y	1.000000	23.009000	2.543607%	30-0000221.002	WASHINGTON	HARRISON	2.543607%	2.543607%	0.000000%	3396 STATE ROUTE 39 NW	DOVER	OH	44622	
21		THE ODORÉ A. LYON AND MARY JANE LYON, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	Y	1.000000	1.175600	0.129961%	30-0000798.001	WASHINGTON	HARRISON	0.129961%	0.129961%	0.000000%	27440 FRIENDLY RIDGE ROAD	TIPPECANOE	OH	44633	
22		THE ODORÉ A. LYON AND MARY JANE LYON, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	Y	1.000000	19.117900	2.113452%	30-0000137.000	WASHINGTON	HARRISON	2.113452%	2.113452%	0.000000%	27575 FRIENDLY RIDGE ROAD	TIPPECANOE	OH	44699	
23		THE ODORÉ A. LYON AND MARY JANE LYON, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	Y	1.000000	36.452700	4.029785%	30-0000135.000	WASHINGTON	HARRISON	4.029785%	4.029785%	0.000000%	27575 FRIENDLY RIDGE ROAD	TIPPECANOE	OH	44699	
24		MARSHA L. MCELHANEY ROBERT C. RUSSELL	Y	1.000000	39.937100	4.414980%	30-0000200.000	WASHINGTON	HARRISON	4.414980%	4.414980%	0.000000%	27375 FRIENDLY RIDGE ROAD	TIPPECANOE	OH	44699	
25		THEODORE A. LYON AND MARY JANE LYON, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	Y	1.000000	10.107300	1.117345%	30-0000192.000	WASHINGTON	HARRISON	1.117345%	1.117345%	0.000000%	248 COLLEGE STREET	HUDSON	OH	44224	
26		THEODORE A. LYON AND MARY JANE LYON, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	Y	1.000000	24.762100	2.737409%	30-0000136.000	WASHINGTON	HARRISON	2.737409%	2.737409%	0.000000%	27575 FRIENDLY RIDGE ROAD	TIPPECANOE	OH	44699	
27		ROY E. OURANT AND DONNA J. OURANT, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM	Y	1.000000	7.834300	0.866069%	30-0000258.001	WASHINGTON	HARRISON	0.866069%	0.866069%	0.000000%	78500 RIGGS HOLLOW ROAD	TIPPECANOE	OH	44699	
28		RALPH RUSSELL BRUL, II	Y	1.000000	35.427900	3.916495%	30-0000258.000	WASHINGTON	HARRISON	3.916495%	3.916495%	0.000000%	78700 RIGGS HOLLOW ROAD	TIPPECANOE	OH	44699	
29		JAMES R. MILLESON AND DAWN A. MILLESON, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM	Y	1.000000	16.600400	1.835147%	30-0000041.003	WASHINGTON	HARRISON	1.835147%	1.835147%	0.000000%	P.O. BOX 205	FREESPORT	OH	43973	
30		JAMES R. MILLESON AND DAWN A. MILLESON, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM	Y	1.000000	5.159400	0.570363%	30-0000041.002	WASHINGTON	HARRISON	0.570363%	0.570363%	0.000000%	P.O. BOX 205	FREESPORT	OH	43973	
31		JAMES R. MILLESON AND DAWN A. MILLESON, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM	Y	1.000000	73.112800	8.082498%	30-0000041.000	WASHINGTON	HARRISON	8.082498%	8.082498%	0.000000%	P.O. BOX 205	FREESPORT	OH	43973	
32			Y	1.000000													

33		JAMES R. MILLESON AND DAWN A. MILLESON, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM	Y	1.000000	48,823,400	5.397235%	30-40000041,004	WASHINGTON	HARRISON	5.397235%	5.397235%	0.000000%		P.O. BOX 205	FREEPORT	OH	43973		
34		ROBERT L. MILLER, MARRIED	Y	1.000000	8,635,660	0.954320%	30-4000005,002	WASHINGTON	HARRISON	0.954320%	0.954320%	0.000000%		9171 BEEBSON STREET	LOUISVILLE	OH	44641		
35		ROBERT L. MILLER, MARRIED MARK T. STINE, A MARRIED PERSON, CORINNA R. STINE, A MARRIED PERSON, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM	Y	1.000000	6,110,800	0.675539%	30-4000005,005	WASHINGTON	HARRISON	0.675539%	0.675539%	0.000000%		9171 BEEBSON STREET	LOUISVILLE	OH	44641		
36		THE MCDONALD IRREVOCABLE TRUST DATED 4/23/2015 ATTN: SHANNON L. REYVILLER, TRUSTEE	Y	1.000000	1,409,200	0.155785%	30-4000005,000	WASHINGTON	HARRISON	0.155785%	0.155785%	0.000000%		78300 RIGGS HOLLOW ROAD	TIPPECANOE	OH	44699		
37		THE MCDONALD IRREVOCABLE TRUST DATED 4/23/2015 ATTN: SHANNON L. REYVILLER, TRUSTEE	Y	1.000000	0,100,900	0.011154%	30-40000041,001	WASHINGTON	HARRISON	0.011154%	0.011154%	0.000000%		77600 RIGGS HOLLOW ROAD	TIPPECANOE	OH	44699		
38		THE MCDONALD IRREVOCABLE TRUST DATED 4/23/2015 ATTN: SHANNON L. REYVILLER, TRUSTEE	Y	1.000000	0,283,800	0.031263%	09-40000042,001	FREEPORT	HARRISON	0.031263%	0.031263%	0.000000%		77600 RIGGS HOLLOW ROAD	TIPPECANOE	OH	44699		
39		THE KOCH IRREVOCABLE TRUST DATED JUNE 15, 2017 ATTN: JACOB B. KOCH, TRUSTEE PONDERS & FARMS, LLC	Y	1.000000	55,875,700	6.176966%	09-40000042,000	FREEPORT	HARRISON	6.176966%	6.176966%	0.000000%		61464 MOORES LANE	CAMBRIDGE	OH	43725	Address updated	
40		RICHARD MILLESON, MANAGER ATTN: MICHAEL FAUST, PRESIDENT	N	1.000000	0,455,800	0.050388%	30-40000174,000	WASHINGTON	HARRISON	0.000000%	0.000000%	0.000000%		33425 BELMONT RIDGE	PIEDMONT	OH	43983		
41		SILTSTONE RESOURCES, LLC ATTN: MICHAEL FAUST, PRESIDENT	Y	1.000000	3,613,100	0.399422%	09-40000093,000	FREEPORT	HARRISON	0.000000%	0.000000%	0.399422%		700 MARKET STREET, SUITE 205	PARKERSBURG	WV	26101	Address updated	
				<b>Total Unit Acres: 904,581,700</b>		<b>100.0000000%</b>				<b>96.210940%</b>		<b>96.210940%</b>							
				<b>Total Consenting Acres: 870,216,098</b>															

**Exhibit B  
(JOA Exhibit A-1)**

**E Clark South HFP25 B  
Unit Chief's Order  
Exhibit B**

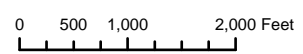


 E Clark South HFP25 B  
Unit Boundary (904.5817  
acres)



Projection: NAD 1927 UTM Zone 17N

**904.5817 Gross Unit Acres**  
**E Clark South HFP25 B Unit**  
**Washington and Freeport Township,**  
**Harrison Co, OH**



**See: Table**

Date: 12/14/2023

TRACT NO.	PARCEL NUMBER	UNIT ACREAGE
1	30-0000286.000	15.1811
2	30-0000065.000	0.5741
3	30-0000783.000	30.2967
4	30-0000059.000	81.9175
5	30-0000278.000	44.3586
6	30-0000278.002	1.4044
7	30-0000278.001	0.7718
8	30-0000279.000	0.0159
9	30-0000278.003	4.7869
10	30-0000061.000	2.1026
11	30-0000035.000	68.4006
12	30-0000138.000	78.5726
13	30-0000223.000	24.0584
14	30-0000220.001	10.7199
15	30-0000221.001	2.7218
16	30-0000220.000	0.5398
17	30-0000221.000	38.3798
18	30-0000274.000	14.3498
19	30-0000798.000	65.2305
20	30-0000799.000	2.1991
21	30-0000221.002	23.009
22	30-0000798.001	1.1756
23	30-0000137.000	19.1179
24	30-0000135.000	36.4527
25	30-0000200.000	39.9371
26	30-0000192.000	10.1073
27	30-0000136.000	24.7621
28	30-0000258.001	7.8343
29	30-0000258.000	35.4279
30	30-0000041.003	16.6004
31	30-0000041.002	5.1594
32	30-0000041.000	73.1128
33	30-0000041.004	48.8224
34	30-0000005.002	8.6326
35	30-0000005.005	6.1108
36	30-0000005.000	1.4092
37	30-0000041.001	0.1009
38	09-0000042.001	0.2828
39	09-0000042.000	55.8757
40	30-0000174.000	0.4558
41	09-0000093.000	3.6131



**904.5817 Gross Unit Acres**  
**E Clark South HFP25 B Unit**  
**Washington and Freepport Township,**  
**Harrison Co, OH**

**Table**