

ROADWAY USE AND MAINTENANCE AGREEMENT
FOR HORIZONTAL DRILLING PROJECTS AND INFRASTRUCTURE



ORIGINAL

R14-22

THIS AGREEMENT is entered into at Cambridge, Ohio, by and between Guernsey County, a political subdivision, whose mailing address is 62782 Bennett Ave, Cambridge, OH, 43725 (hereafter "Authority"), and Eclipse Resources I, LP, whose address is 2121 Old Gatesburg Road, Suite 110, State College, PA 16803 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several County roads within Oxford Township, and Wills Township in Guernsey County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Fineran Wells, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Fineran Wells (hereafter collectively referred to as "oil and gas development site") located in Wills Township, in Guernsey County, Ohio; and

WHEREAS, Operator intends to commence use of 1.73 miles of CR# 690 CR Name Bridgewater Road and 1.43 miles of CR# 761 CR Name Carlisle Road and 0.47 miles of CR# 49 CR Name Oxford Road for the purpose of ingress to and egress from the Fineran Wells, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Fineran Wells (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any County roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations.

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BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 690, to be utilized by Operator hereunder, is that exclusive portion beginning at State Route 513 and continuing west to the intersection of CR 761. . It is understood and agreed that the Operator shall not utilize any of the remainder of CR 690 for any of its Drilling Activities hereunder.

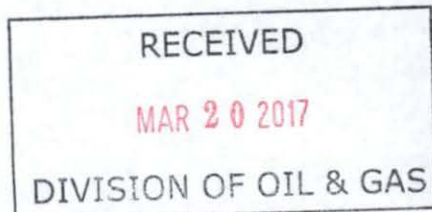
The portion of CR 761, to be utilized by Operator hereunder, is that exclusive portion beginning at CR 690 (Bridgewater Road) and continuing south to the intersection of CR 49 (Oxford Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 761 for any of its Drilling Activities hereunder.

The portion of CR 49, to be utilized by Operator hereunder, is that exclusive portion beginning at CR 761 (Carlisle Road) and continuing east to the entrance of the Fineran Well site. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 49 for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Guernsey County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents. Calcium Chloride shall not be used to control dust.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.



5. Prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of Three Hundred Thousand & 00/100 DOLLARS (\$300,000.00) per mile. The following shall be completed:

- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

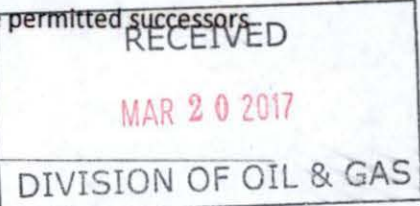
9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.

10. As per the Ohio Atty. General's opinion #2012-029, the Operator shall improve and repair the county roads it uses at no cost to the county and is required to comply with R.C. 4115.03-.16(Prevailing Wage) when the total overall project cost to the operator is fairly estimated to be more that the amount prescribed in R.C. 4115.03(B)(4).

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to \$82,137.

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to \$24,609.

11. This Agreement is intended only to benefit the parties hereto and their respective permitted successors and assigns.



12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on July 16, 2014.

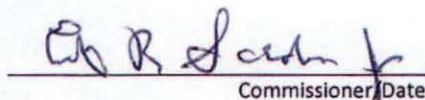
Executed in duplicate on the dates set forth below.

Authority

Operator

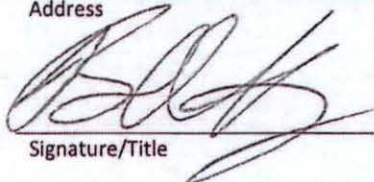

Commissioner/Date

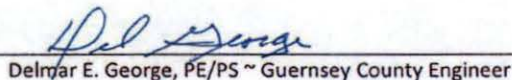
Bruce King 7/10/2014
Printed Name/Date


Commissioner/Date

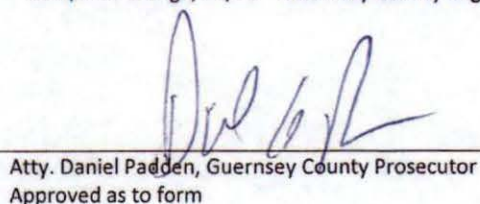
P.O. Box 910, Zanesville, OH 43702
Address


Commissioner/Date


Signature/Title


Delmar E. George, PE/PS ~ Guernsey County Engineer

July 10, 2014
Date


Atty. Daniel Padden, Guernsey County Prosecutor
Approved as to form


Date

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Appendix A

Operator shall be required to:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR 690, CR 761, & CR 49 in accordance with the attached plans and/or county standards, dated_____.
- 4) Maintain CR 690, CR 761, & CR 49 during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

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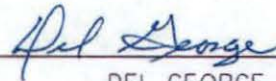
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OHIO
DEPARTMENT OF TRANSPORTATION
DRAWINGS
FOR
CONSTRUCTION
OF
CR 761 CARLISLE ROAD,
AND
CR 49 OXFORD ROAD,
IN
WILLS TOWNSHIP
GUERNSEY COUNTY

APPROVED - AS CORRECTED

DATE: 7-10-14



DEL GEORGE, PE, PS COUNTY ENGINEER

PREPARED FOR:

ECLIPSE RESOURCES
4900 BOGGS ROAD
ZANESVILLE, OH 43701



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DATE:

PREPARED BY:

STAHL SHEAFFER ENGINEERING, LLC
1101 WOODLAWN AVENUE, STE. 100
CAMBRIDGE, OH 43725



AARON C. FAYISH, P.E., PTOE

GENERAL NOTES

SHEET 2 OF 10

CONSTRUCT PROJECT IN ACCORDANCE WITH THE CONSTRUCTION AND MATERIALS SPECIFICATIONS (C.M.S.) 2013 EDITION.

MAINTAIN EXISTING SUPERELEVATION OF ALL ROADWAYS WITHIN CURVES.

ALL WORK CONTEMPLATED ON THIS PROJECT IS TO BE CONFINED WITHIN THE EXISTING ROADWAY RIGHT-OF-WAY. ALL ROADWAY WIDENING AND OVERLAY FOLLOWS THE EXISTING PROFILE AND ALIGNMENT.

MINIMIZE THE TIME DISTURBED SURFACES SUBJECT TO ACCELERATED EROSION ARE EXPOSED TO THE ELEMENTS TO THE MAXIMUM EXTENT POSSIBLE. DISTURB ONLY THE AREA REQUIRED FOR CONSTRUCTION. PROTECT TREES AND VEGETATION TO REMAIN.

REMOVE ALL MATERIALS AND WASTES FROM THE SITE AND RECYCLE OR DISPOSE OF IN ACCORDANCE WITH SECTION 3745-27 OF THE OHIO REVISED CODE DO NOT BURN, BURY, DUMP OR DISCHARGE ANY MATERIALS, WASTES OR UNUSED MATERIALS AT THE SITE.

ENSURE THAT MATERIAL BROUGHT ON SITE IS CLEAN FILL.

RETURN SEDIMENT THAT IS TRACKED ONTO ANY PUBLIC ROADWAY TO THE CONSTRUCTION SITE BY THE END OF EACH WORKDAY AND DISPOSE OF IN AN ACCEPTABLE MANNER. DO NOT WASH, SHOVEL, OR SWEEP THE SEDIMENT INTO ANY ROADSIDE DITCH, STORMSEWER OR SURFACE WATER.

STABILIZE ALL DISTURBED AREAS IMMEDIATELY AFTER ACTIVITIES CEASE IN ANY AREA OR SUB AREA OF THE PROJECT.

CONTRACTOR SHALL PRACTICE GOOD HOUSEKEEPING, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

NEAT, ORDERLY AND CENTRALIZED STORAGE OF MATERIALS AND WASTES. CONTROL OF LITTER BY PROVIDING CONTAINERS.

PROMPT CLEANUP OF ANY SPILLS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTION OR IN ACCORDANCE WITH REGULATORY REQUIREMENTS.

PROMPT CLEANUP OF SEDIMENTS WITHIN THE SITE AND ONTO ADJACENT ROADWAYS.

KEEP DUST WITHIN TOLERABLE LIMITS BY USING WATER OR OTHER APPROVED DUST SUPPRESSORS, NO CALCIUM CHLORIDE IS PERMITTED.

DETAILS, OTHER THAN THOSE INDICATED, CAN BE FOUND IN THE FOLLOWING OHIO DOT PUBLICATIONS:

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, 2010 EDITION

SIGN DESIGNS AND MARKINGS MANUAL (SDMM), MARCH 2013 EDITION

OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, JANUARY 2012 EDITION

THREE WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR MUST CONTACT THE OHIO UTILITIES PROTECTION SERVICE. PHONE 1-800-362-2764.

IDENTIFY AND CONTACT ALL UTILITIES HAVING EXISTING AERIAL OR UNDERGROUND FACILITIES LOCATED WITHIN THE LIMITS OF WORK TO ARRANGE FOR MARKING OF THE FIELD LOCATIONS OF THESE FACILITIES. COOPERATE WITH AFFECTED UTILITIES AND/OR MUNICIPALITIES IN ANY NECESSARY ADJUSTMENT OR RELOCATION OF THEIR FACILITIES.

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TRAFFIC CONTROL

FURNISH, ERECT, PLACE, MAINTAIN AND REMOVE TRAFFIC CONTROL SIGNS AND DEVICES AND MAINTAIN TRAFFIC DURING HOURS OF CONSTRUCTION AND AT ALL OTHER TIMES IN ACCORDANCES WITH THE METHODS INDICATED ON THESE DRAWINGS AND;

1. THE SPECIAL PROVISIONS OF THE CONTRACT.
2. LATEST EDITION OF THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
3. OHIO DOT CONSTRUCTION AND MATERIAL SPECIFICATIONS, 2013 EDITION, SECTION 614.
4. SIGN DESIGN AND MARKINGS MANUAL (SDMM), JANUARY 2013 EDITION.

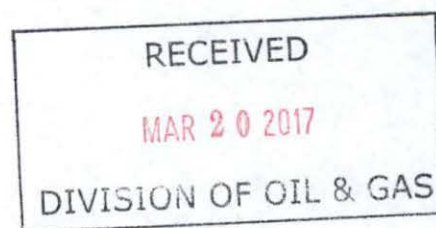
CONTRACTOR SHALL NOTIFY COUNTY ENGINEER, EMERGENCY AUTHORITIES, AFFECTED POST OFFICES, BUSINESSES, SCHOOL DISTRICT, TOWNSHIP OFFICIALS, AND ADJACENT DWELLINGS AT LEAST SEVEN DAYS PRIOR TO ANY TRAFFIC IMPACTS.

FOR SINGLE LANE CLOSURES, MAINTAIN TRAFFIC IN ACCORDANCE WITH OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2012 EDITION, PART 6 FIGURE 6H-10, OR FIGURE 6H-11.

FOR ROADWAY CLOSURES, APPROVAL FROM THE COUNTY ENGINEER SHALL BE OBTAINED. MAINTAIN TRAFFIC IN ACCORDANCE WITH OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2012 EDITION, PART 6 FIGURE 6H-13. THE CONTRACTOR SHALL LIMIT THE EXTENT OF THE ROADWAY CLOSURES AS MUCH AS PRACTICAL. ANY MANPOWER, EQUIPMENT, OR MATERIALS REQUIRED TO BE USED BY THE COUNTY, COSTS TO BE REIMBURSED AS INVOICED BY THE COUNTY ENGINEER.

RETURN ROAD TO NORMAL UNRESTRICTED TRAFFIC AT THE COMPLETION OF EACH WORK DAY. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO ALL BUSINESSES AND DWELLINGS DURING ALL PHASES OF CONSTRUCTION.

MAINTAIN ALL OFFICIAL EXISTING ROADWAY SIGNS. RESTORE DISTURBED PAVEMENT MARKINGS WITHIN 7 DAYS OF COMPLETION OF ROADWAY.



TABULATION OF CONSTRUCTION LENGTH

SHEET 4 OF 10

CR 761 CARLISLE ROAD

START WORK AT 350 FT FROM INTERSECTION WITH CR-690 BRIDGEWATER ROAD (END OF BRIDGE)
STOP WORK AT INTERSECTION WITH CR-49 OXFORD ROAD
FULL DEPTH RECLAMATION & BITUMINOUS OVERLAY AS SHOWN
ON TYPICAL SECTIONS = 5,280 FT = 1.000 MI
AGGREGATE ROADWAY REPAIRS AS SHOWN
ON TYPICAL SECTIONS = 2,276 FT = 0.431 MI

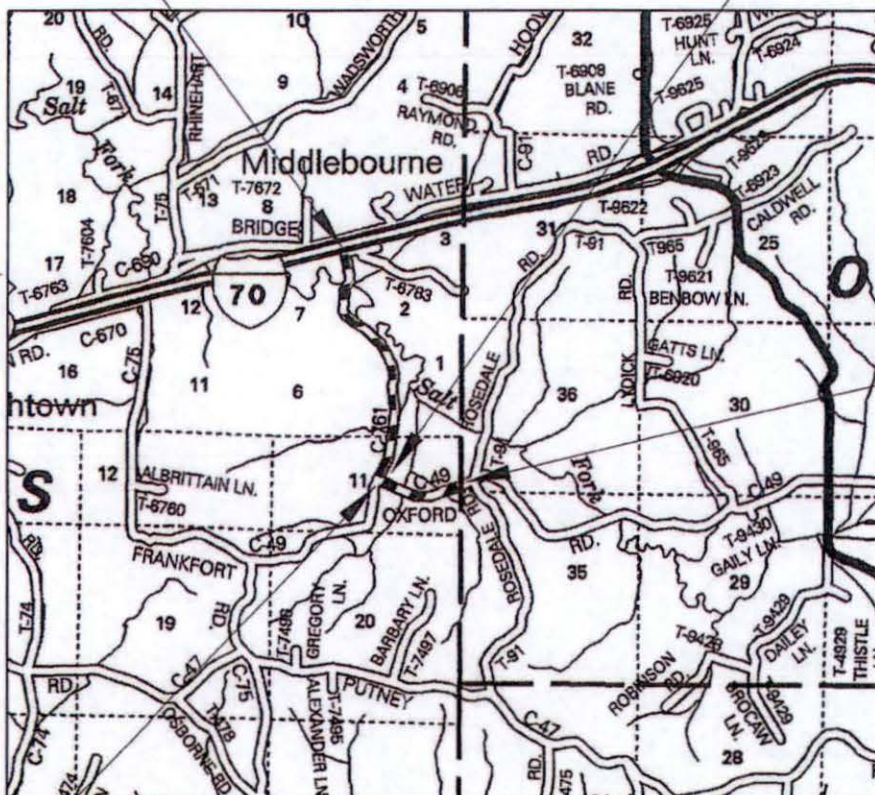
CR 49 OXFORD ROAD

START WORK AT INTERSECTION WITH CR-761 CARLISLE ROAD
STOP WORK AT FINERAN UNIT AP
AGGREGATE ROADWAY REPAIRS AS SHOWN
ON TYPICAL SECTIONS = 2,476 FT = 0.469 MI

BEGIN PROJECT
SEE TYPICAL SECTION FOR DETAILS
CR 761 CARLISLE ROAD
INTERSECTION WITH CR-690
WILLS TOWNSHIP
GUERNSEY COUNTY

BEGIN PROJECT
SEE TYPICAL SECTION FOR DETAILS
CR 49 OXFORD ROAD
INTERSECTION WITH CR-761
WILLS TOWNSHIP
GUERNSEY COUNTY

END PROJECT
SEE TYPICAL SECTION FOR DETAILS
CR 49 OXFORD ROAD
FINERAN UNIT AP
WILLS TOWNSHIP
GUERNSEY COUNTY



END PROJECT
SEE TYPICAL SECTION FOR DETAILS
CR 761 CARLISLE ROAD
INTERSECTION WITH CR-49
WILLS TOWNSHIP
GUERNSEY COUNTY

LEGEND

- STATE ROUTE
- COUNTY / TOWNSHIP ROAD
- PROJECT
- TOWNSHIP BOUNDARY

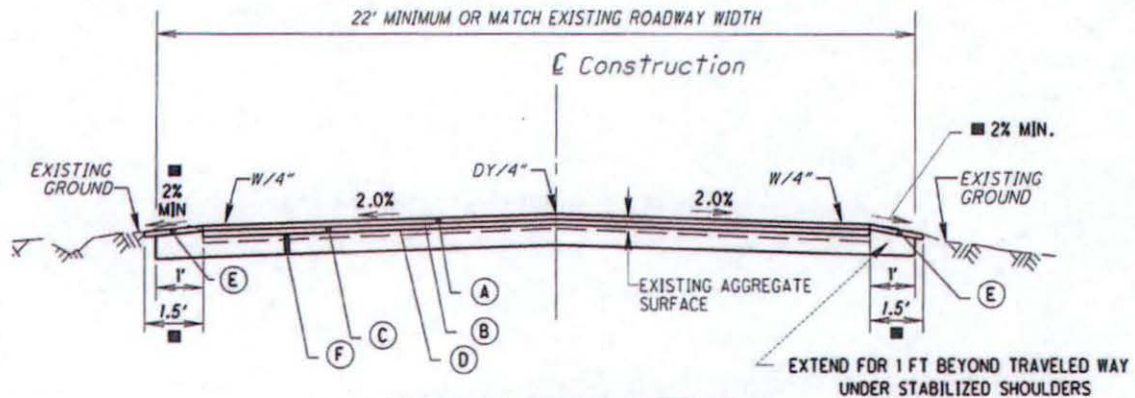
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SCALE





TYPICAL FULL DEPTH RECLAMATION TANGENT SECTION

CR 761 FROM END OF BRIDGE FOR 1 MILE

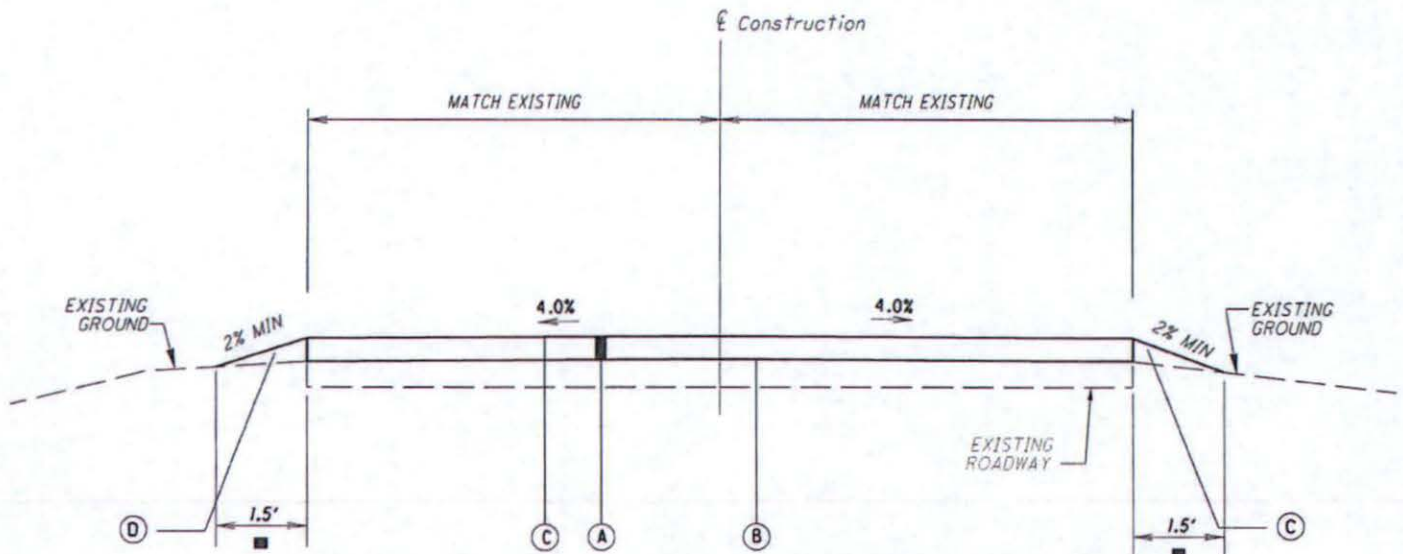
- (A) ITEM 442E10500 ASPHALT CONCRETE SURFACE COURSE, 9.5MM, TYPE A (448) 1.5" DEPTH
- (B) ITEM 407E10000 TACK COAT
- (C) ITEM 442E20200 ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE A (448), 2.5" DEPTH
- (D) ~~CALCIUM CHLORIDE~~ DD
- (E) ITEM 304E20000 - AGGREGATE BASE
- (F) FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION, 10" DEPTH

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TYPICAL AGGREGATE ROADWAY REPAIRS TANGENT SECTION

CR-761 FROM END OF FULL DEPTH RECLAMATION TO CR-49 OXFORD ROAD
CR-49 OXFORD ROAD FROM CR-761 CARLISLE ROAD TO FINERAN UNIT AP

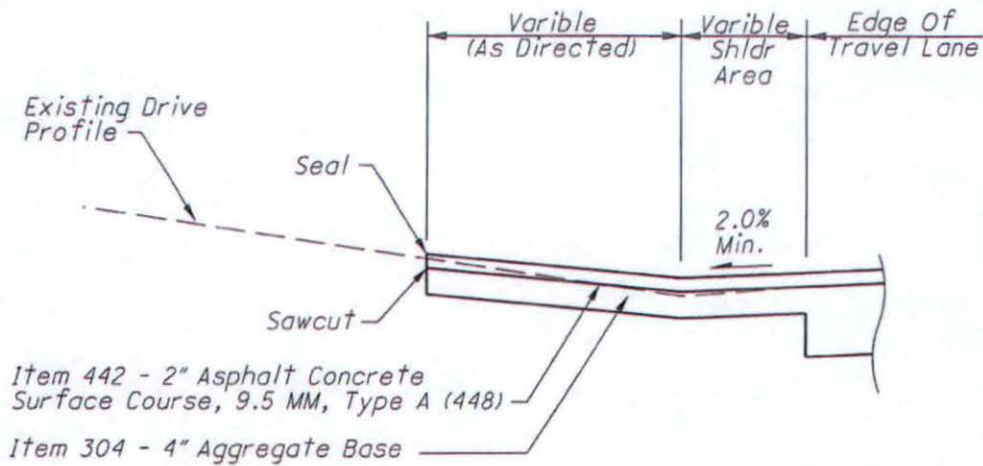
- (A) ITEM 304E20000 AGGREGATE SURFACE 5" COMPACTED DEPTH
(MATERIALS SHALL BE PLACED WITH A PAVER)
- (B) ITEM 204E10000 SUBGRADE COMPACTION (SCARIFY & SHAPE EXISTING
ROADWAY PRIOR TO PLACING OVERLAY)
- (C) DUST SUPPRESSANT
- (D) ITEM 304E20000 - AGGREGATE SURFACE, 5" DEPTH

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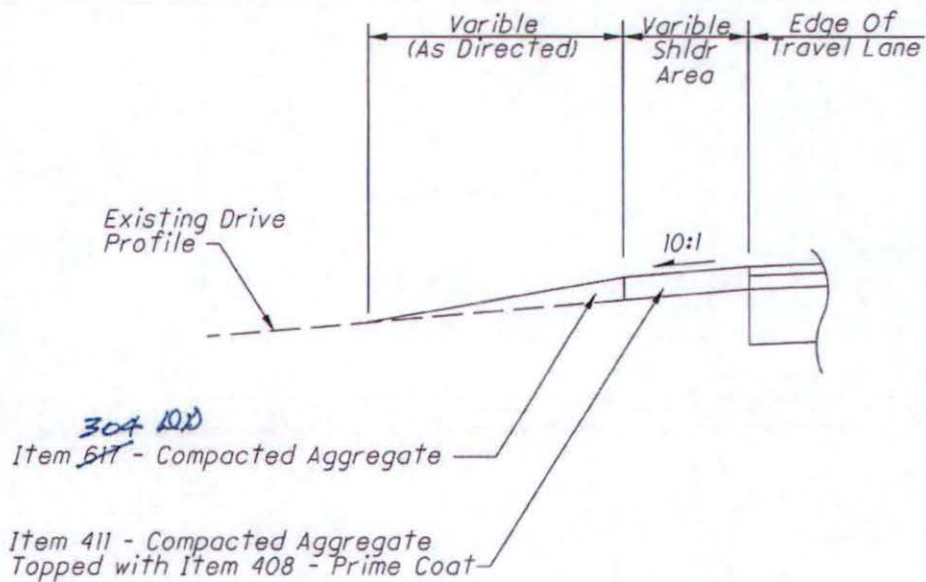
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ASPHALT CONCRETE DRIVEWAY ADJUSTMENT DETAIL

Construct All Driveways In Accordance With The Latest Standards
Any Necessary Excavation Is Considered Incidental To The Driveway Adjustment Item



GRAVEL DRIVEWAY ADJUSTMENT DETAIL

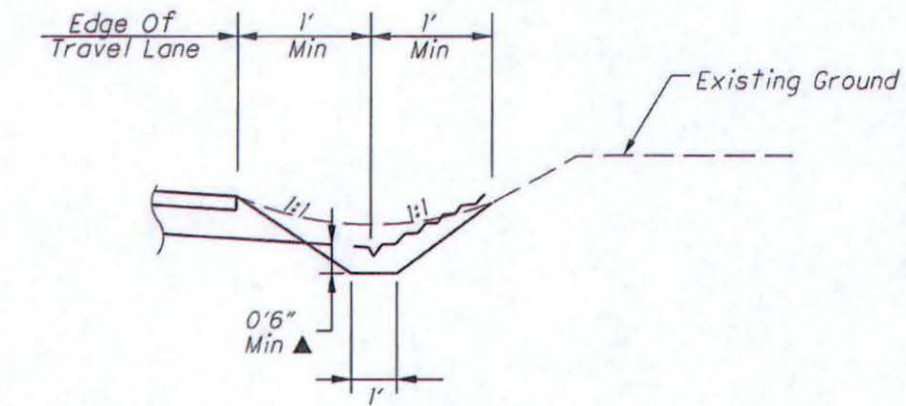
Construct All Driveways In Accordance With The Latest Standards
Any Necessary Excavation Is Considered Incidental To The Driveway Adjustment Item

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- ▲ Grade Ditch To Provide Positive Drainage
- ~~~~~ Item 671 - Erosion Control Mat &
- Item 659 - Seeding & Mulching, Class 2

DITCH CLEANOUT DETAIL

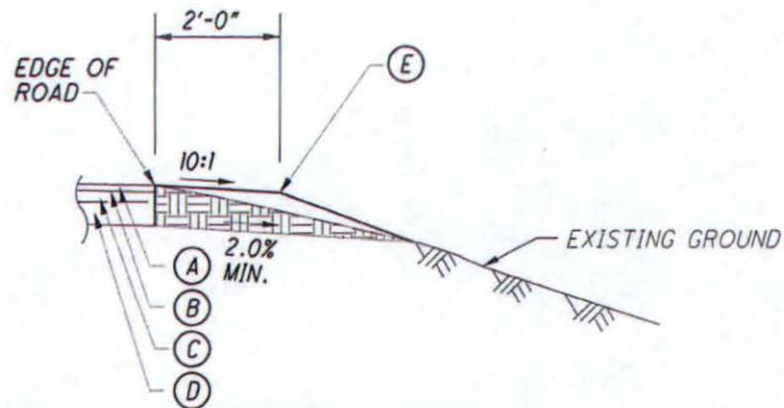
As Shown On Plan And As Directed

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SUBGRADE DAYLIGHT DETAIL

WHERE FEASIBLE



ITEM 203E10000: EXCAVATION

- (A) ITEM 442E10500 ASPHALT CONCRETE SURFACE COURSE, 9.5 MM, TYPE A (448)
- (B) ITEM 407E10000 TACK COAT
- (C) ITEM 442E20200 ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE A (448)
- (D) FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION, 10" DEPTH
- (E) ITEM 304E20000 AGGREGATE BASE

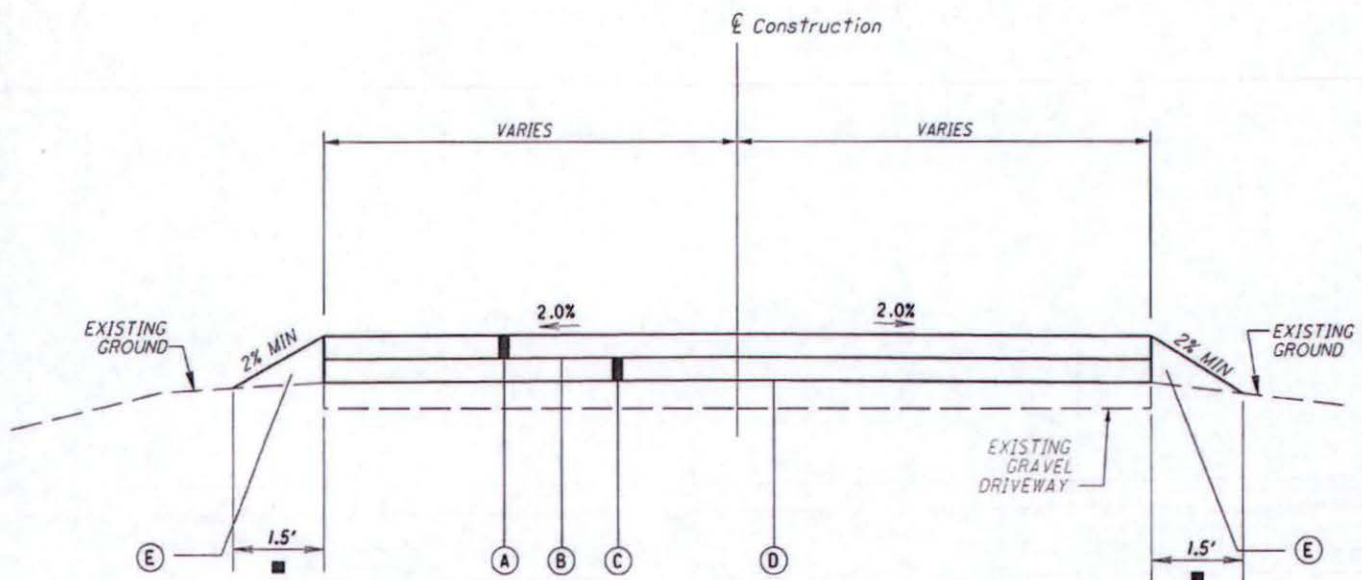
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AS DIRECTED



AS DIRECTED

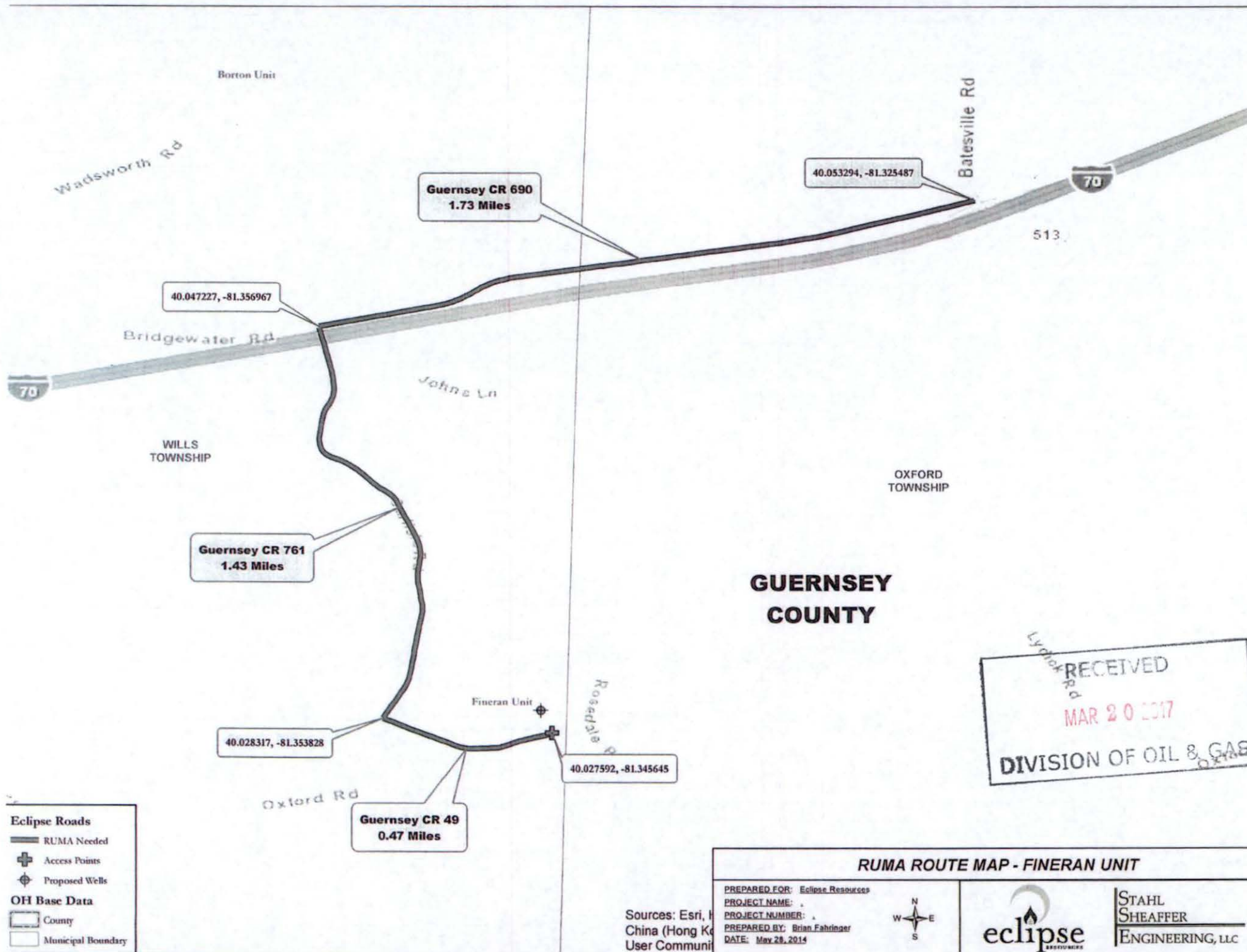
- (A) ITEM 442E20200 ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM,
TYPE A (448), 2.5" DEPTH
- (B) ITEM 407E10000 TACK COAT
- (C) ITEM 301E46000 ASPHALT CONCRETE BASE, PG 64-22, 4" DEPTH
- (D) ITEM 408E10000 PRIME COAT
- (E) ITEM ^{304 10/13} ~~617E~~10100 COMPACTED AGGREGATE
- (F) ITEM 423E90101 CRACK SEALING, TYPE I

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BOND COVERING ROADWAY USE AND MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Eclipse Resources I, LP, whose mailing address is 2121 Old Gatesburg Road, Suite 110, State College, Pennsylvania 16803 (hereinafter called "Principal"), and U.S. Specialty Insurance Company, a corporation existing under and by virtue of the laws of the State of Texas and authorized to do business in Ohio, whose mailing address is 13403 Northwest Freeway, Houston, Texas 77040, (hereinafter called "Surety"), are held and firmly bound unto Guernsey County, Ohio, (hereinafter called "Obligee") in the penalty sum of One Million Eighty Nine Thousand and No/100 Dollars (\$1,089,000.00), for the payment of which said Principal and Surety bind themselves, their heirs, executors, administrators, and assigns.

DESCRIPTION:

Fineran wells, 3.63 miles

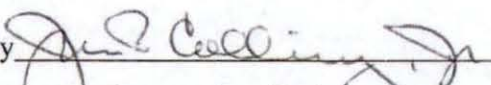
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT the said Principal will make payment to the Obligee for any and all damages that may be sustained to any roads and surface property under the jurisdiction of the Obligee by virtue of the operation of any vehicle or vehicles or equipment by the said Principal, for which permit is issued by the Obligee to operate under.

NOW, THEREFORE, if the said Principal shall pay to the Obligee for any and all damages that may be sustained to any roads and surface property as above recited by virtue of the operation of any vehicle, vehicles or equipment for which permit is issued by the Obligee to operate under, during the period of time for which such permit is issued, then this obligation shall be null and void, otherwise to remain in full force and effect.

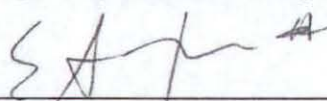
PROVIDED, that if the Surety shall so elect, this bond may be canceled as to subsequent liability by giving thirty (30) days written notice to both the Principal and the Obligee.

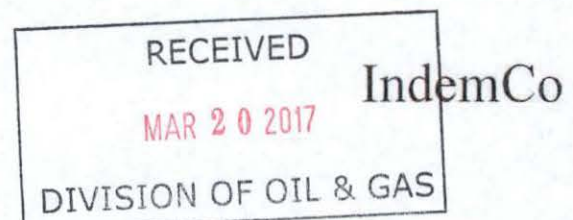
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this 8th day of July, 2014.

Eclipse Resources I, LP

By 
Name: John P. Celling, Jr.
Title: V.P. Treasurer

U.S. Specialty Insurance Company

By 
Name: Edwin H. Frank, III
Title: Attorney-in-Fact



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Edwin H. Frank, III, Michele K. Tyson or W. Russell Brown, Jr. of Houston, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, on

July 8, 2014

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: [Signature]
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On July 8, 2014, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. I witness my hand and official seal.

Signature Deborah Reese (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of July, 2014.

Corporate Seals

Bond No. B008855
Agency No. 8353



[Signature]
Jeannie Lee, Assistant Secretary

MAR 20 2017

DIVISION OF OIL & GAS

GUERNSEY COUNTY COMMISSIONERS

ERNEST R. GARDNER JR.
sgardner@guernseycounty.org

627 WHEELING AVENUE, SUITE 300
CAMBRIDGE, OHIO 43725-2251

THOMAS J. LAUGHMAN
tlaughman@guernseycounty.org

CHERYL A. EDWARDS, Clerk
cedwards@guernseycounty.org

DAVE SAFT
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(740) 432-9200

Regular Session
July 16, 2014

The Board of County Commissioners of Guernsey County, Ohio, met in regular session on the above date with the following members present:

Thomas J. Laughman, Dave Saft, and Ernest Gardner Jr.

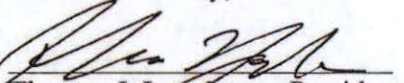
A motion was made by Commissioner Gardner, duly seconded by Commissioner Saft, to authorize the **Roadway Use and Maintenance Agreement for Horizontal Drilling Projects and Infrastructure (R 14-22)**. This agreement is between Guernsey County and Eclipse Resources, I, LP, whose address is 2121 Old Gatesburg Road, State College, PA 16803. This agreement provides for the repair and maintenance of the following roads and/or bridges thereon to their pre-drilling activity condition (or as modified pursuant to any appendixes or exhibits), for any damages thereto as a result of drilling activity:

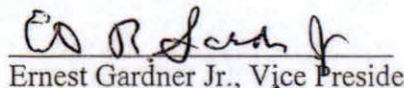
- 1.73 miles of CR #690 (Bridgewater Road) beginning at State Route 513 and continuing west to the intersection of CR 761
- 1.43 miles of CR #761 (Carlisle Road) beginning at CR 690 (Bridgewater Road) and continuing south to the intersection of CR 49 (Oxford Road)
- 0.47 miles of CR#49 (Oxford Road) beginning at CR 761 (Carlisle Road) and continuing east to the entrance of the Fineran Well site


for the purpose of ingress to and egress from the Fineran Wells, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Fineran Wells.

See attached agreement and exhibit(s) for more detailed information.

All vote yea.
Board of County Commissioners
Guernsey County, Ohio


Thomas J. Laughman, President


Ernest Gardner Jr., Vice President


Dave Saft, Member



"Guernsey County - A rich heritage building a better tomorrow"

This institution is an equal opportunity provider and employer.