

OHIO COURT OF APPEALS, FIFTH APPELLATE DISTRICT

Chervenak Family Trust v. Ascent Resources - Utica, L.L.C.

2026-Ohio-886 · No. 25CA00033 · Decided March 16, 2026

SUMMARY

The Ohio Fifth District Court of Appeals affirmed summary judgment for Ascent Resources in a dispute concerning whether a 1972 oil and gas lease limited statutory unitization to units of no more than 160 acres. The court held that the lease addressed voluntary unitization but was silent regarding statutory unitization under R.C. 1509.28, so Ascent’s participation in larger statutory production units did not breach the lease.

CASE DETAILS

COURT	Ohio Court of Appeals, Fifth Appellate District
WRITING FOR THE COURT	William B. Hoffman; Andrew J. King; David M. Gormley
JURISDICTION	Ohio Court of Appeals, Fifth Appellate District, Guernsey County
DECIDED	March 16, 2026
DOCKET	25CA00033
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from summary judgments granting Ascent Resources–Utica, LLC judgment on the declaratory-judgment claim and dismissing the breach-of-contract claim as moot.
STANDARD OF REVIEW	Summary judgment is reviewed de novo; the appellate court reviews the evidence in the same manner as the trial court. Under Ohio Civ. R. 56(C), summary judgment is proper when the record shows no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	published
PARTIES	Chervenak Family Trust, John E. Chervenak, Trustee v. Ascent Resources–Utica, LLC

TOPICS

- oil and gas
- contracts
- contract interpretation
- standard of review
- appellate procedure

PRACTICE AREAS

oil and gas law

contract law

appellate procedure

QUESTIONS PRESENTED

1. Whether the oil and gas lease's provision authorizing consolidation into development units of no more than 160 acres prohibited Ascent from pursuing statutory unitization under R.C. 1509.28 in units exceeding 160 acres.
2. Whether the trial court properly granted Ascent summary judgment and denied the Trust's cross-motion for summary judgment.

HOLDINGS

1. The lease did not prohibit Ascent from seeking statutory unitization under R.C. 1509.28 in units larger than 160 acres because the lease provision addressed voluntary and permissive unitization and was silent regarding statutory unitization.
2. Summary judgment for Ascent was proper, and the Trust was not entitled to summary judgment, because the stipulated facts established that Ascent did not breach the lease by pursuing statutory unitization exceeding 160 acres.

KEY QUOTATIONS

"Oil and gas leases are governed by Ohio contract law. 'The rights and remedies of the parties to an oil or gas lease must be determined by the terms of the written instrument, and the law applicable to one form of lease may not be, and generally is not, applicable to another and different form. Such leases are contracts, and the terms of the contract with the law applicable to such terms must govern the rights and remedies of the parties.'" (¶ 14)

"Because the lease is silent as to statutory unitization, we find the trial court did not err in finding Appellee did not breach the lease by seeking statutory unitization of more than 160 acres." (¶ 25)

FACTUAL BACKGROUND

The Chervenak Family Trust owned the fee minerals in a 115.4-acre Guernsey County tract subject to a 1972 oil and gas lease. The lease granted the lessee the right to voluntarily consolidate the leased premises with other lands into an oil and gas development unit of no more than 160 acres, but did not expressly address statutory unitization under R.C. 1509.28. In 2024, Ascent obtained orders from the Chief of the Ohio Division of Oil and Gas Resources Management authorizing statutory unitization of the property in three units exceeding 160 acres. The Trust claimed that the unitization violated the lease and sued for declaratory relief and breach-of-contract damages.

PROCEDURAL HISTORY

The Chervenak Family Trust filed an action in the Guernsey County Court of Common Pleas seeking declaratory relief and damages for alleged breach of an oil and gas lease. The parties stipulated to the facts and filed cross-motions for summary judgment. The trial court granted Ascent's motion, denied the Trust's motion, dismissed the

declaratory-judgment claim, and then dismissed the breach-of-contract claim as moot. The Trust appealed, and the Fifth District affirmed.

DISPOSITION

affirmed

CASES CITED

- Smiddy v. The Wedding Party, Inc., 30 Ohio St.3d 35, 36 (1987)
- Vahila v. Hall, 1997-Ohio-259
- Dresher v. Burt, 1996-Ohio-107
- Swallie v. Rousenberg, 2010-Ohio-4573, ¶ 61 (7th Dist.)
- Harris v. Ohio Oil Co., 57 Ohio St. 118, 129 (1897)
- Paczewski v. Antero Res. Corp., 2019-Ohio-2641, ¶¶ 4-5 (7th Dist.)
- Am. Energy–Utica, LLC v. Fuller, 2018-Ohio-3250 (5th Dist.)
- Burtner-Morgan-Stephens Co. v. Wilson, 63 Ohio St.3d 257, 260 (1992)
- Kiser v. Coleman, 28 Ohio St.3d 259 (1986)
- Goodale v. Fennell, 27 Ohio St. 426 (1875)