[Cite as *1803 Resources, L.L.C. v. Lineback*, 2025-Ohio-5456.]

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
MONROE COUNTY

1803 RESOURCES, LLC,

Plaintiff-Appellant,

v.

ADRIENNE LINEBACK et al.,

Defendants-Appellees.

OPINION AND JUDGMENT ENTRY
Case Nos. 24 MO 0019, 24 MO 0023

Application for Reconsideration

BEFORE:
Carol Ann Robb, Mark A. Hanni, Katelyn Dickey Judges.

JUDGMENT:
Denied.

Atty. Jeremy D. Martin, *Atty. Sara E. Fanning,* Roetzel & Andress, LPA, for Plaintiff-Appellant 1803 Resources, LLC and

Atty. Richard A. Yoss, Yoss Law Office, LLC, for Defendant-Appellee, Adrienne Lineback and *Atty. John Kevin West, Atty. John C. Ferrell,* Steptoe & Johnson PLLC, for Defendant-Appellee Gulfport Appalachia, LLC and *Atty. Karena Reusser,* for Defendant-Appellee Donald J. and Jane A. McBride and *Atty. Alexander T. McElroy,* McElroy Law Firm, LLC, for Defendant-Appellee Vine Royalty L.P.

Dated: November 21, 2025

PER CURIAM.

{¶1} Appellees, Gulfport Appalachia, LLC, Adrienne Lineback, Donald and Jane McBride, and Vine Royalty, L.P., jointly apply for reconsideration of our decision in *1803 Resources, LLC v. Lineback*, 2025-Ohio-3271 (7th Dist.). They contend this court opined on an issue not properly before us. Appellees claim we "appeared to reach a conclusion regarding the size of the Baker Interests" by opining they were an "1/8 interest" in the gas underlying the property. Appellees aver 1803 Resources abandoned their claim that these interests were something more than an interest in the lease royalty because 1803 Resources did not raise this contention in its amended complaint.

{¶2} 1803 Resources disagrees that reconsideration is warranted. 1803 Resources contends we did not address an issue not properly before us. Instead, it claims this court appropriately reserved the issue for the trial court to consider on remand. Furthermore, 1803 Resources alleges Appellees' application for reconsideration improperly asks us to answer a question that we expressly reserved for the trial court.

{¶3} For the following reasons, the application for reconsideration is denied.

{¶4} App.R. 26(A)(1) permits a party to file an application for reconsideration after an appeal. Our review is dictated by caselaw since the rule does not provide guidelines to be used by a court assessing the merits of a reconsideration.

{¶5} An application for reconsideration "is not designed for use in instances where a party simply disagrees with the logic or conclusions of the court." *State v. Burke*, 2006-Ohio-1026, ¶ 2 (10th Dist.), citing *State v. Owens*, 112 Ohio App.3d 334, 336 (11th Dist. 1996). Moreover, an application for reconsideration does not permit the applicant to raise new arguments or issues for review that were not raised on appeal. *State v. Wellington*, 2015-Ohio-2095, ¶ 9 (7th Dist.).

{¶6} The test generally applied to reconsiderations is whether the applicant identifies "an obvious error in [the] decision or raises an issue for our consideration that was either not considered at all or was not fully considered by us when it should have been." *Electronic Classroom of Tomorrow v. State Bd. of Edn*, 2019-Ohio-1540, ¶ 3 (10th

Dist.), *aff'd sub nom. Electronic Classroom of Tomorrow v. State Bd. of Edn*, 2021-Ohio-3445; *State v. Carosiello*, 2018-Ohio-860, ¶ 12 (7th Dist.).

{¶7} As detailed in our opinion, both 1803 Resources and the Guy Appellants challenged the trial court's interpretation of their gas interests as erroneous and contrary to the plain language of the 1922 severance deed. *1803 Resources, LLC*, 2025-Ohio-3271, at ¶ 126 (7th Dist.). Appellees contend that upon reviewing the merits of these arguments, we exceeded the bounds of our review. They allege that although we formally reserved the determination of the issue for the trial court, we opined on the outcome.

{¶8} The Guy Appellants' sole assignment of error argued the trial court erred in its construction of the deed creating the Baker Family Interest. They alleged the trial court ignored the plain meaning of the words in the oil and gas reservation and "reached a construction that ignored and eliminated the first clause of that reservation as it related to gas." *Id.* at ¶ 129.

{¶9} To reach the merits of the issues on appeal, we necessarily had to consider and analyze the meaning of the language used in the reservation. We held in part:

> because the trial court has not yet reached this remaining issue, we decline to do so for the first time on appeal. . . . On remand, the trial court should consider the parties' competing arguments about the scope or amount of the Baker gas reservations in light of our determination that the third clause in the reservations does not modify or limit the gas interest. With this conclusion in mind, the trial court must determine the scope of the Baker gas reservations.

1803 Resources, LLC v. Lineback, 2025-Ohio-3271, ¶ 168 (7th Dist.).

{¶10} We found the court's determination erroneous based on a plain language of the reservation. Our analysis and opinion were appropriately limited to addressing the arguments before us and made in the context of disagreeing with the trial court's interpretation of the third clause.

{¶11} Because Appellees do not identify an obvious error in our decision or raise an issue we either did not consider or that we did not fully consider, their application for reconsideration is denied.

JUDGE CAROL ANN ROBB

JUDGE MARK A. HANNI

JUDGE KATELYN DICKEY

NOTICE TO COUNSEL

This document constitutes a final judgment entry.