

NO. 050004
RECORDED FOR PROVISIONAL
FILED IN BOOK A PAGE 172
MAY 13 2 10 PM '18
HARRISON COUNTY, INDIANA

54590

NOTICE OF RELEASE, EASEMENT AND RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENT:

That Charles E. Conrad, a single man
of 3405 Highway 135 N, Corydon, Indiana 47112, as Grantor,
for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, paid by, Jet
LaVanway Exploration, L.L.C. a Limited Liability Company, in the State of Michigan, of 215
Bridge Street, Charlevoix, MI 49720, as Grantee, receipt of which is hereby acknowledged, hereby
releases and forever discharges Grantee, its contractors, agents and employees, of and from all
claims, damages and causes of action which may have arisen heretofore, as well as any which arise
between the date of this release and the completion of the Grantee's operations for the exploration,
drilling and production of oil and gas wells, and any redrill thereof, and the construction of a
pipeline(s) or cable(s) to be laid across the following-described land situated in North Harrison
Township, Harrison County, Indiana:

Township 3S, Range 3E

Section 13:

Losses agrees to place fencing around any walls(s) located on the surface of
this land, if said wall is located in pasture lands(s).

In addition, Grantor, for such consideration, does hereby grant, convey and warrant to the Grantee,
its successors and assignees forever (a) a Right-of-Way to survey, clear and excavate for, lay,
construct, test, operate, inspect, maintain, protect, repair, replace, alter, change the size and/or
remove pipeline(s) for the transportation of gas, oil or other substances which can be transported
through a pipeline, and such mains, service laterals, drips, valves, regulators, fittings, meters and
other equipment and appurtenances as may be necessary or convenient for its operations, (b) a Right-
of-Way to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric
transmission and distribution facilities consisting of one line of poles with wires, cables, conductors,
braces, guys, anchors, transformers and other fixtures and appurtenances, and such lateral lines as
may be necessary or convenient for its operations and (c) a Right-of-Way to construct, operate,
maintain, repair and replace roads for access to wells and facilities located on the above described
lands or on lands pooled or unitized therewith. All such Rights-of-Way shall be over and through
strips of land 30 feet in width on, over and through the above described lands. Each 30 foot strip
shall be centered either on the first pipeline constructed hereunder, or centered on the line of poles
for electric transmission and distribution facilities constructed hereunder or centered on the
centerline of each roadway constructed hereunder, whichever is applicable, and each strip shall be
at locations selected by Grantee. Hereby releasing and waiving all rights under and by virtue of any
applicable homestead exemption laws. TO HAVE AND TO HOLD the same unto said Grantee, its
successors and assigns, until said Right-of-Way grant be exercised, and so long as any structure or
roadway installed hereunder is used or remains thereon, together with the right of ingress and egress
at convenient points for such purposes and with all rights necessary for the convenient enjoyment
of the privileges herein granted.

Also conveying the right, from time to time and at no additional cost to Grantee, to cut, trim, remove,
destroy or otherwise control any trees and brush which may, in the opinion of Grantee, interfere or
threaten to interfere with or be hazardous to any facilities authorized herein. No building, structure
or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on
or in said 30 foot Rights-of-Way without the prior written consent of the Grantee.

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Grantee shall not interfere with the use of said premises by Grantor for normal farming operations as employed at time of construction, except in the exercise of the rights granted hereunder. Grantee shall replace or repair in good and workmanlike manner all tile or fences disturbed or cut in the construction, maintenance or operation of all facilities authorized herein. Grantee shall bury the pipeline(s) below normal plow depth and shall restore to as near original condition as is reasonably practical said lands disturbed by Grantee for such pipelines.

Grantor hereby releases and discharges Grantee, its contractors, agents and employees, from all claims, damages and causes of action that Grantor has or may have as a result of or in connection with the exercise of the rights granted hereunder. All consideration and damages for the rights granted herein have been paid to Grantor.

Grantor certifies under penalties of perjury that Grantor is not a foreign person, is the owner of the land and has the right, title and capacity to grant the rights and easements herein granted and that the address and marital status of the Grantor is as set forth above. The rights herein granted may be assigned in whole or in part. All rights, privileges and obligations created by this instrument shall be construed as a covenant running with the land, and shall inure to the benefit of, and be binding upon, the heirs, devisees, legal representatives, successors and assigns of the Grantor and Grantee.

Executed this 16th day of October, 1997.

WITNESSES:

(sign name)

(print name)

(sign name)

(print name)

GRANTORS:

Charles E. Conrad
Charles E. Conrad

STATE OF INDIANA)

)SS

ACKNOWLEDGEMENT

COUNTY OF Harrison)

The foregoing instrument was acknowledged before me this 16th day of October, 1997, by Charles E. Conrad, a single man

My Commission expires:

05-28-2000

Theodore Carney
Theodore Carney (Notary Public)

Notary in Floyd County, Indiana
Acting in Harrison County, Indiana

Prepared by: Ted Carney, P.O. Box 910, Traverse City, MI 49685-0910
Please return to: White Pine Land Services, Inc., P.O. Box 910, Traverse City, MI 49685-0910

EXHIBIT "A"

This exhibit is attached to and made a part of a certain oil and gas lease dated this 16th day of October, 1997 by and between Charles E. Conrad, a single man
3405 Highway 135 N.
Corydon, Indiana 47112

as Lessor and Jet/LaVanway Exploration, L.L.C., a Limited Liability Company in the State of Michigan of 215 Bridge Street, Charlevoix, Michigan 49720, as Lessee.

A part of the north half of section 16, T3S, R4E, bounded as follows: Beginning at the northwest corner of said section running thence east with the north line of section 129 rods, thence south to the south line of the north half of the north half of said section, thence east with said south line 51 rods to the northeast corner of the lands owned by John Conrad at the time of his death, thence south with the east line 23 rods to the northeast corner of that part of said section set off to Nancy E. Conrad in a certain Partition suit in the Harrison Circuit Court in the November term, 1910, thence west with her north line 130 rods, thence south with her west line 57 rods to the south line of said north half of said section, thence west 25 rods to the southeast corner of the lands formerly owned by William B. Wilson, thence north with the east line of said lands formerly owned by said Wilson, 66 rods to the northeast corner of said lands formerly owned by said Wilson, thence west with his north line 25 rods to the west line of said section, thence north with said west line 94 rods to the place of beginning, containing 93 acres, more or less, except 2 7/8 acres more or less, conveyed by Charles L. Conrad, deceased, to Roy Hamilton, and described as follows, To-Wit: A part of section 16, T3S, R4E, bounded as follows: Beginning at the northwest corner of the south half of the northeast quarter of said section, thence south 23 rods to the Dirck line, thence east on the Dirck line 20 rods to the Hamilton line, thence north 23 rods to the quarter section line at Hamiltons and Andersons corner, thence west 20 rods to the quarter section to the place of beginning, containing 2 7/8 acres, more or less, which leaves a total of 90 1/8 acres, more or less.

EXCEPT the following described real estate: A part of the northwest quarter of Section 16, T3S, R4E, bounded as follows: Beginning at the Northwest corner of said section running thence east with the north line of section 129 rods to the northwest corner of the lands now owned by grantees, thence south with the line of said lands now owned by said grantees to the southwest corner of said grantees lands and the south line of the north half of the north half of said section, being the true place of beginning, thence east with said south line 31 rods to the northwest corner of grantees 2,7/8 acre tract, thence south with grantees line 23 rods to a point, thence west 31 rods to a point, thence north 23 rods to the place of beginning, containing 4.4 acres, more or less.

ALSO, a part of the west half of the southwest quarter of Section 16, Township 3 south, Range 4 east, bounded as follows: Beginning at the northwest corner of said west half of said southwest quarter, and running thence south with the west line of said southwest quarter 98 rods and 16 links to the southwest corner of a tract of land formerly owned by the German Reformed Church for parsonage purposes; thence east with the south line of said Church lot to the old New Salisbury and Corydon Road; thence a northerly direction until the said road strikes the east line of the right-of-way of the Louisville, New Albany and Corydon Railroad Company; thence continuing in a northerly direction with the east line of the right-of-way of said Railroad Company until the said east line of

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said Railroad Company intersects the north line of said west half of said southwest quarter; thence west with said north line to the place of beginning, containing twenty (20) acres, more or less.

ALSO, The north half of the northeast quarter of the southeast quarter of Section 13, Township 3 South, Range 3 East, containing twenty (20) acres, more or less.