



ENCINO Energy

TEMPORARY WATER LINE AGREEMENT

This Temporary Water Line Agreement ("Agreement") is between **Margaret C. McDowell**, whose address is **121 Cherry Street, Orrville, OH 44667** ("Surface Owner"), and **EAP Ohio, LLC**, a Delaware Limited Liability Company, with an office at 5847 San Felipe St., Suite 400 Houston, TX 77057 ("Operator").

1. Grant

Surface Owner grants to Operator the right to place, construct, operate, maintain, and remove one or more **temporary above-ground** water lines ("Water Line(s)") on the following described lands for the purpose of transporting only fresh water to and/or from, without limitation, water impoundment facilities and/or oil and gas well pads:

County: Harrison
Township: Stock
Tax Parcel No's: 29-0000130.000

2. Consideration Payment

Operator agrees to compensate Surface Owner at the rate of Four Dollars (\$4.00) per lineal foot, per Water Line, **each time** Water Line(s) are laid on the Surface Owner's property. If there are multiple Surface Owners, Payment amount shall be made based on their proportionate share of ownership. Compensation will be made via check mailed to Surface Owner within 45 days on Water Line(s) installation. If Water Line(s) remain installed on the Surface Owner Property, in whole or part, for a period of time in excess of six (6) months, the Operator will repay the Water Line Payment, in whole or part, and for each successive six (6) month period of time that such Water Line(s) remain laid on the Surface Owner's Property.

3. Term

The parties agree that Operator shall have a period of sixty (60) months from the date of this Agreement to install Water Lines permitted pursuant to this Agreement, should Operator elect to do so. Each time Water Line(s) are laid within this sixty (60) month term, Surface Owner shall be compensated according to the terms outlined in Paragraph 2 of this Agreement.

4. Location of Water Line Easement

Surface Owner will approve all Water Line(s) Easements, Ingress / Egress, and staging locations prior to commencement of operations. Easement shall be restricted to Twenty-Five (25) feet in width. Operator agrees to install field buries or crossings for Surface Owner to access over Water Line(s) when/where deemed necessary. Operator shall have no other rights to utilize any other portions of the Surface Owner's property for its operations, unless under separate written agreement.

5. Crop Damage

Operator will route Water Line(s) to ensure minimal or no damage to existing crops. Operator shall pay Surface Owner or Surface Owner's tenant farmer, at the current fair market value, for any damages to or loss of growing crops on the Property due to the installation, operation, or removal of any Water Lines.

6. Temporary Pumps, Tanks and Equipment

Surface Owner grants to Operator the right to place temporary pumps, water tanks and associated equipment on the property should Operator, in its discretion, determine that such is beneficial to Operator's operations. Operator will make every reasonable effort to select temporary booster pump location(s) to help minimize noise and disruption to Surface Owner.

7. Reclamation Clause

After completion of operations or expiration of this Agreement, Operator shall remove all equipment and materials, with the exception of permitted road bores, and restore the disturbed areas to, as near as possible, the condition which existed prior to commencement of operations. Restoration will be complete within 4 months, weather permitting.

8. Indemnify and Hold Harmless

Operator shall indemnify and hold Surface Owner harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Operator's operations under this Agreement.

9. No Amendment

This Agreement shall not be deemed to amend, restrict, alter or impair either parties' rights, duties, or obligations under any existing oil and gas lease, surface use agreement, right of way, or other agreement.

Surface Owner shall promptly notify Operator, but no less than seven (7) days, following transfer of any right, title and interest to the surface of the Property.

This instrument has been executed by the undersigned on the 18th day of February 2025.

SURFACE OWNER:

Margaret McDowell
Margaret C. McDowell

OPERATOR:

Justin A. Kyer
Justin A. Kyer, Senior Surface Landman