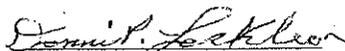




7. **Damages:** The consideration paid by Operator and received by Owner includes full and final payment for any and all damages to the land, growing crops, pasturage, timber, fences, buildings, or other improvements of Owner resulting from the exercise of the rights herein granted during initial construction. Owner waives the right to collect any further or additional damages in any way arising or resulting from the exercise of the rights herein granted during initial construction.
8. **Weed Control:** Operator shall be responsible for controlling all noxious weeds on Subject Lands. In the event such noxious weeds spread to Owner's lands adjacent to the lands subject to the easement granted herein, Operator shall be responsible for controlling the noxious weeds of those lands as well, provided that those portions of the Subject Lands affected by the construction of the right-of-way were free of such noxious weeds prior to such time of construction. If the lands immediately adjacent to the right-of-way are not free of such noxious weeds prior to construction of the same, Operator's responsibility shall be limited to reasonable control of such noxious weeds on the lands subject to the this agreement. If Operator locates or Owner notifies Operator of location of noxious weeds on the right-of-way, Operator shall implement control procedures before noxious weeds go to seed. Operator's responsibility for weed control shall be ongoing.
9. **Maintenance:** All access roads, fences, and gates impacted by Operator's use or operations which are subject to this Agreement shall be maintained by Operator in as good condition as exists at the time of execution of this Agreement, ordinary wear and tear excepted. Owner shall give Operator written notice of degradation or damage to the Subject Lands caused by Operator's operations.
10. **Warranty:** Owner represents and warrants to Operator that Danny P. Locklear, Sr. has the full authority to enter into this agreement. This agreement constitutes a legal, valid and binding obligation of Owner and is enforceable against surface owner in accordance with the terms set forth herein.
11. The Parties hereto have executed this Surface Use Agreement this 16<sup>th</sup> day of December, 2008.
12. **Term:** This Surface Use Agreement shall become effective on todays date and will become null and void on December 31<sup>st</sup> 2015. All wells should be drilled and reclamation should be complete or in final stages with landowners approval.

**Owner**

Holms Creek Partners, LLC



By: Dannie P. Locklear Sr.  
Title: Member

**Operator**

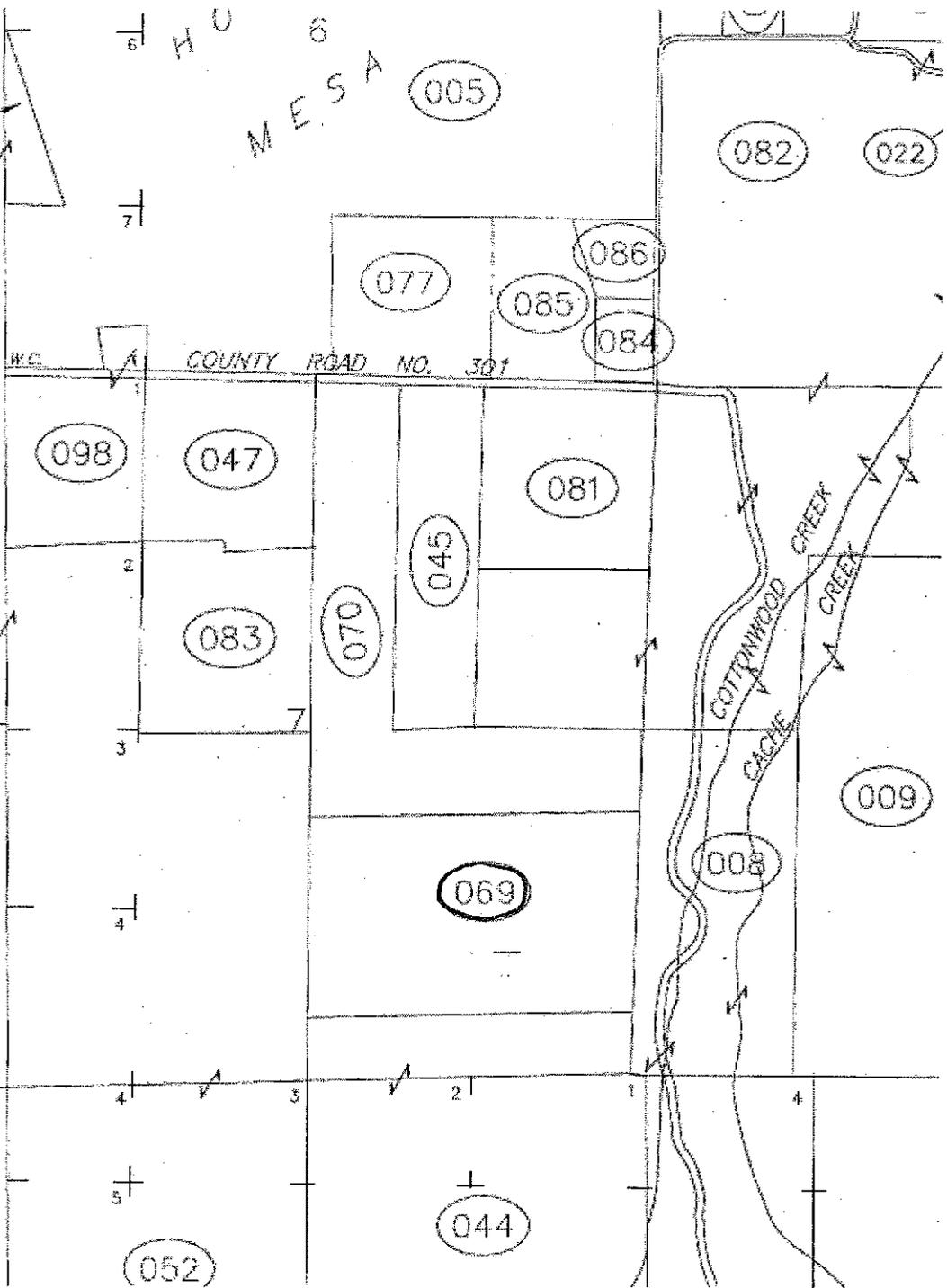
Williams Production RMT Company



By: Joseph P. Barrett  
Title: Attorney-in-Fact

2407-0'3-00-143

H U  
M E S A



2405

# Garfield County Assessor/Treasurer

## Parcel Detail Information

[Assessor/Treasurer Property Search](#) | [Assessor Subset Query](#) | [Assessor Sales Search](#)  
[Clerk & Recorder Reception Search](#)

[Basic Building Characteristics](#) | [Tax Information](#)

[Parcel Detail](#) | [Value Detail](#) | [Sales Detail](#) | [Residential/Commercial Improvement Detail](#)  
[Land Detail](#) | [Photographs](#) | [Mill Levy Revenues Detail](#)

Tax Area	Account Number	Parcel Number	2008 Mill Levy
027	R270471	240507400069	35.007

### Owner Name and Mailing Address

HOLMS CREEK PARTNERS, LLC
PO BOX 1011
RIFLE, CO 81650-1011

### Assessor's Parcel Description (Not to be used as a legal description)

SECT,TWN,RNG:7-7-94 DESC: SE 1/4
(92.542AC) PRE:R270471 AND/THRU:&
TO:R270472 PRE:R270460 RECPT:760613
BK:1484 PG:92 RECPT:630114 BK:1484
PG:89 RECPT:630113 BK:0937 PG:0903
BK:0744 PG:0637

### Location

<b>Physical Address:</b>	PARACHUTE	
<b>Subdivision:</b>		
<b>Land Acres:</b>	92.54	
<b>Land Sq Ft:</b>	0	
<b>Section</b>	<b>Township</b>	<b>Range</b>
7	7	94