

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 16th day of December, 2008.
12. **Term:** This Surface Use Agreement shall become effective on todays date and will become null and void on December 31st 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

005

082

022

077

085

086

084

W.C. COUNTY ROAD NO. 301

098

047

081

2

083

070

045

3

7

COTTONWOOD CREEK
CACHE CREEK

009

069

008

4

4

3

2

1

4

5

044

052

2405