

# ACCESS AND SURFACE DAMAGE AGREEMENT

## Weld County, Colorado:

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of August, 2013 by and between Betty Jean Castor Conservatorship, Wells Fargo Bank, N.A. as Conservator, whose address is 1740 Broadway Street, MAC C7300-488, Denver, CO. 80274 hereinafter referred to as "Grantor" whether one or more, and Whiting Oil and Gas Corporation, whose address is 1700 Broadway, Suite. 2300, Denver, CO 80290-2300, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the surface owner of the following described lands in Weld County, Colorado: More fully described in Exhibit A attached.

Township 10 North, Range 58 West, 6<sup>th</sup> P.M.  
Section 27: NW/4SE/4

(hereinafter referred to as the "Lands") and

WHEREAS, Grantee desires to enter onto and cross such Lands for the purpose of drilling the following oil and/or gas well(s) from the single drilling pad location depicted in Exhibit A, covering an area of approximately 11 acres (hereinafter referred to as the "Drill Site"):

Well Name	Lands	Section	Township	Range	County
Razor 27J-2209A	NW/4SE/4	27	10 North	58 West	Weld
Razor 27J-2210B	NW/4SE/4	27	10 North	58 West	Weld
Razor 27J-2211A	NW/4SE/4	27	10 North	58 West	Weld
Razor 27J-2212B	NW/4SE/4	27	10 North	58 West	Weld
Razor 27J-3409A	NW/4SE/4	27	10 North	58 West	Weld
Razor 27J-3410B	NW/4SE/4	27	10 North	58 West	Weld
Razor 27J-3411A	NW/4SE/4	27	10 North	58 West	Weld
Razor 27J-3412B	NW/4SE/4	27	10 North	58 West	Weld

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows, including Addendum "A" which is hereby incorporated by reference:

- I. Grantee and its assigns or agents shall have the right to locate an access road across the subject Lands, and shall have the unrestricted right to move and install pipelines, derricks, drilling tools, vehicles and all other machinery and equipment necessary or incident to the drilling, testing, completion and operation of an oil and/or gas well(s) at the Drill Site.
- II. Grantee shall pay to Grantor the sum of [REDACTED] for each of the above named wells as compensation for surface damages and for the Drill Site location. The total sum due under this Agreement is [REDACTED]. The surface damages payment for the Razor 27J-2209A well of [REDACTED] will be paid upon signing of this agreement (the "Initial Payment"). If any additional wells are drilled from the Drill Site location, as above described, Grantor will be compensated for each additional well the sum of [REDACTED] prior to the spudding of each such additional well. While this is the projected drilling order, any of the above listed wells may be substituted for the other wells described herein and the corresponding payment so applied, provided that any such other well shall be drilled from the Drill Site.

These payments are for full settlement and satisfaction of all damages including but not limited to exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, and plugging and abandoning operations for the above described wells at the Drill Site, together with the installation, operation and maintenance of the pipelines, access roads and production facilities necessary for the operation of and associated with the above described wells, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores for the above described wells unless otherwise specifically provided herein. Prior to commencement of actual operations of constructing or reconstructing the access road or Drill Site location on said Lands, the sums, settlement and payments agreed to in this Paragraph II are due and payable, or this Agreement terminates, unless the prior payment provision is waived by Grantor, with respect to both Grantor and Grantee. If the Initial Payment provided for herein is not made within one year of the date of this Agreement, this agreement shall terminate as to all of the Lands and all wells described herein or contemplated hereunder.

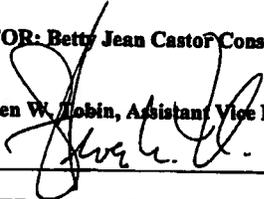
- III. Grantors shall notify Grantee of any change of surface ownership and no change of ownership of Grantors' interest shall be binding on Grantee until Grantee has been furnished with notice of said change of ownership.
- IV. This Agreement and the rights granted herein are effective on the date of execution by Grantor and shall continue in full force and effect so long as operations are conducted on the Drill Site with respect to above named wells.
- V. Cattle guards or gates will be constructed, if requested by Grantor, at all places where they go through. The existing fences and gates will be kept closed at all times except when opened for passage of traffic. Grantee will fence the Drill Site area with a barbed or woven wire type fence, to include the use of H braces in the corners, at cattle guards or where needed along the fence line, a cattle guard will be installed at each point of entry to the Drill Site.
- VI. If there is any fill used for roads constructed across any drainage, then culverts will be used for the free flow of water through said drainage.
- VII. If the access road departs from existing established roadways and new construction is required, topsoil will be segregated and stockpiled for replacement during reclamation activities.
- VIII. It is understood that any road constructed across the said Lands shall not exceed thirty three (33') feet in width without the prior approval of Grantor.
- IX. Upon completion of any well as a dry hole or in the event any well hereunder is plugged and abandoned, and at the request of Grantor, the Drill Site and any newly constructed road will be restored to the condition it was in prior to commencement of operations insofar as reasonably possible. Any existing roads, and the improvements thereto which are constructed by Grantee shall be left in a good and useable condition for the continued use by Grantor, at Grantor's option.
- X. Grantee will do its best to control weeds, debris, trash and dust along its road access and around the Drill Site area. Exposed soils, if needed will be covered in a manner to help prevent dust and erosion.
- XI. It is expressly understood that (i) this settlement is only for construction and unrestricted use of an access road and Drill Site location, installation of pipelines required to transport all liquids and/or gases produced from the Drill Site to the boundary of the drilling spacing unit and production facilities, (ii) this settlement is to provide Grantee with access and use of the Lands for the purposes described herein only to the extent such access and use is required for operation of the Drill Site and the above described wells and does not provide Grantee access and use of the Lands for other operations of Grantee, and (iii) it is not a settlement for any damages to contiguous property, personal property of the Grantor or a release of any personal injuries that may be sustained by reason of the operations carried on by the oil and gas lessee or his agent.
- XII. Both the Grantor and Grantee may assign this Agreement.
- XIII. This Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns, and shall run with the Lands.
- XIV. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may only be amended, modified, or supplemented by a written instrument signed by all the Parties expressly stating that such instrument is intended to amend, modify or supplement this Agreement.
- XV. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be considered one and the same document.
- XVI. If at any time subsequent to the date hereto any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of the other provisions of this Agreement.
- XVII. The Parties to this Agreement shall also execute a Memorandum evidencing the execution of this Agreement. Said Memorandum of Agreement may be recorded in the appropriate County Recorder's Office to provide notice of the existence of this Agreement.
- XVIII. Grantor acknowledges and agrees that the said **Razor 27J-2209A, Razor 27J-2210B, Razor 27J-2211A and Razor 27J-2212B** wells will be drilled into offsite spacing unit locations that will not be producing or exploring for oil and gas on or under the Lands.



IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

GRANTOR: Betty Jean Castor Conservatorship, Wells Fargo Bank, N.A. as Conservator

By: Steven W. Tobin, Assistant Vice President



GRANTEE: Whiting Oil and Gas Corporation

By: David M. Seery, Vice President-Land

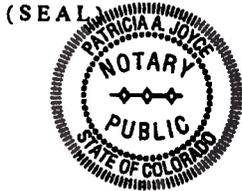


ACKNOWLEDGEMENTS

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

On this 9th day of August, 2013, before me, a Notary Public, personally appeared Steven W. Tobin, Assistant Vice President, a duly Authorized Agent of the Betty Jean Castor Conservatorship, Wells Fargo Bank, N.A. as Conservator, on behalf of the corporation.

WITNESS my hand and official seal the day and year first above written.



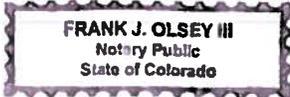
  
NOTARY PUBLIC  
My Commission Expires: 9/16/2014

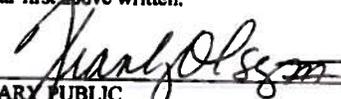
STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

On this 12th day of AUGUST, 2013, before me, a Notary Public, personally appeared David M. Seery, Vice President-Land, a duly Authorized Agent of Whiting Oil and Gas Corporation, on behalf of the corporation.

WITNESS my hand and official seal the day and year first above written.

(SEAL)



  
NOTARY PUBLIC  
My Commission Expires: 8-31-2014