

# ACCESS AND SURFACE DAMAGE AGREEMENT

## Weld County, Colorado:

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of March, 2014 by and between Linda Sue Shawcross (1/8<sup>th</sup> interest) whose address is 25187 CR 54 ¼, Kersey, CO 80644, and Craig William Toedtli (1/8<sup>th</sup> interest) whose address is 1138 Coneflower Way, Brighton, CO 80601 and Donna L. Leifheit (1/8<sup>th</sup> interest) whose address is 25187 CR 54 ¼, Kersey, CO 80644 and Milton W. Presler (1/8<sup>th</sup> interest) whose address is 25187 CR 54 ¼, Kersey, CO 80644 and Dorothy L. Roberts (1/4<sup>th</sup> interest) whose address is 25187 CR 54 ¼, Kersey, CO 80644 and Gary D. Toedtli (1/8<sup>th</sup> interest) whose address is 25187 CR 54 ¼, Kersey, CO 80644 and Larry W. Toedtli (1/8<sup>th</sup> interest) whose address is 25187 CR 54 ¼, Kersey, CO 80644, 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 57 West, 6<sup>th</sup> P.M.  
Section 33: SW/4SW/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:

(hereinafter referred to as the "Drill Site").

Well Name	Lands	Section	Township	Range	County
Horsetail 33M-2804	SW/4SW/4	33	10 North	57 West	Weld
Horsetail 33M-2801	SW/4SW/4	33	10 North	57 West	Weld
Horsetail 33M-2802	SW/4SW/4	33	10 North	57 West	Weld
Horsetail 33M-2803	SW/4SW/4	33	10 North	57 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.

- 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 at the Drill Site.
- II. Grantee shall pay to Grantor the sum of [REDACTED] for each of the above named wells for surface damages and for the Drill Site location. The total sum due under this Agreement [REDACTED] and [REDACTED]. The surface damages payment for the Horsetail 33M-2804 well of [REDACTED], will be paid upon signing of this agreement. If any additional wells are drilled from the above described location, as above described, Grantor will be compensated for each additional well the sum of [REDACTED] prior to the spudding of each 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 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 above named well sites.
- 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 the 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 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, and 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. The undersigned surface owners hereby agree and waive the notice of intent to commence operations.
- XIII. Both the Grantor and Grantee may assign this Agreement.
- XIV. This Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns, and shall run with the Lands.
- XV. 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.
- XVI. 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.
- XVII. If at any time subsequent to the date hereto any provision of this Agreement shall be held

GRANTOR: Gary D. Toedtli

Gary D Toedtli  
By: Gary D. Toedtli

ACKNOWLEDGEMENTS

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On this 10 day of March, 2014, before me, a Notary Public, personally appeared Gary D. Toedtli, known to me to be the persons described in and who executed the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)



Cheryl C. Toedtli  
NOTARY PUBLIC  
My Commission Expires: 09/13/17

GRANTOR: Larry W. Toedtli

By: Larry W. Toedtli

ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public, personally appeared Larry W. Toedtli, known to me to be the persons described in and who executed the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

GRANTEE: Whiting Oil and Gas Corporation

By: David M. Seery, Vice President-Land

STATE OF COLORADO )

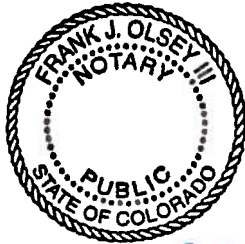
) ss.

COUNTY OF DENVER )

On this 12<sup>th</sup> day of MARCH, 2014, 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)



My Commission Expires 8-31-14

NOTARY PUBLIC

My Commission Expires: 8-31-14

