

ACCESS AND SURFACE DAMAGE AGREEMENT

Weld County, Colorado:

THIS AGREEMENT is made and entered into this 10th day of December, 2013 by and between Nelson Ranches, Inc. whose address is 58900 Weld County Road 382, Grover, CO 80729, 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 59 West, 6th P.M.
Section 12: SW/4NW/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):

Well Name	Lands	Section	Township	Range	County
Wolf 12L-0103	SW/4NW/4	12	10 North	59 West	Weld

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

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(s) 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 is [REDACTED] and [REDACTED]. Well site surface damages for the Wolf 12L-0103 well of [REDACTED] will be paid upon signing of this agreement. If any additional wells are drilled from the above described location(s) Grantor will be compensated for each additional well at a rate 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 well described herein and the initial payments so applied.

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, plugging and abandoning operations for the well(s) together with the installation, operation and maintenance of the associated pipelines, access roads and production facilities, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores 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 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.

- 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 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.
- XVIII. 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.

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

GRANTOR:

Eugene Nelson Pres
By: Eugene Nelson, President

GRANTEE: Whiting Oil and Gas Corporation

David M. Seery
By: David M. Seery, Vice President-Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
COUNTY OF Weld) ss.

On this 10th day of December, 2013, before me, a Notary Public, personally appeared Eugene Nelson, President of Nelson Ranches Inc. known to me to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same at his 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)



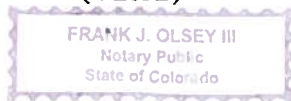
Jared C. Moses
NOTARY PUBLIC
My Commission Expires: 9/20/2015

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On this 13th day of DECEMBER, 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)



Frank J. Olsey III
NOTARY PUBLIC
My Commission Expires: 8-31-2014

EXHIBIT A 123

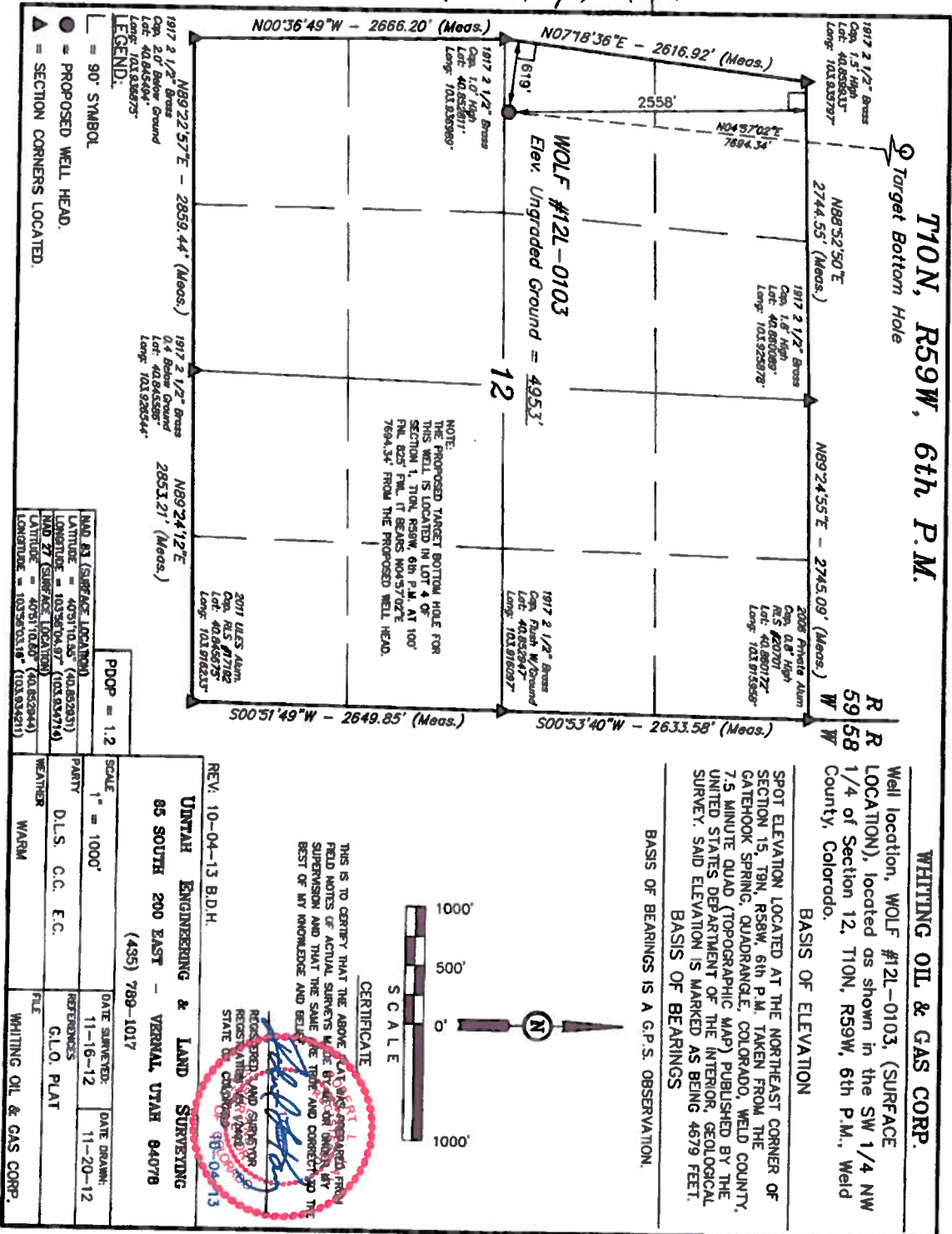
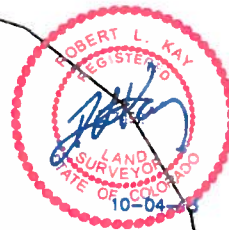


EXHIBIT A 2 of 3

SCALE: 1" = 200'
DATE: 11-20-12
DRAWN BY: E.C.
REV: 10-04-13 B.D.H.



LINE	DIRECTION	LENGTH
L1	N23°W	537'
L2	N23°W	335'
L3	N36°W	100'
L4	N36°W	296'
L5	N84°E	170'
L6	S87°E	308'
L7	S45°W	175'
L8	S45°W	389'

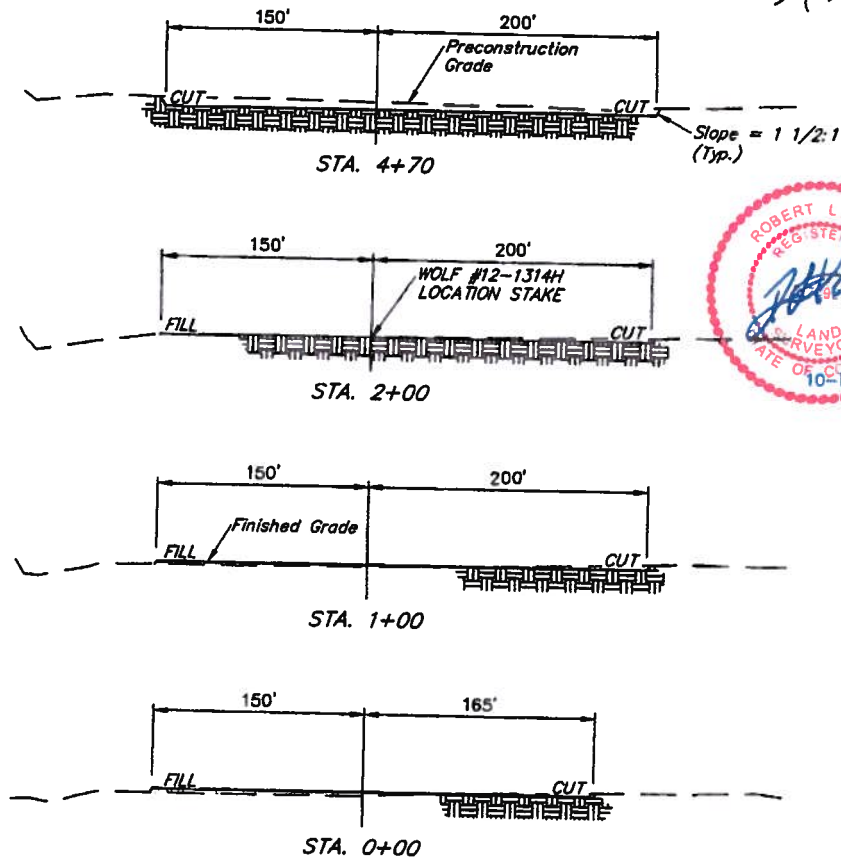
UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (435) 788-1017

1" = 40'
X-Section
Scale
1" = 100'
DATE: 11-20-12
DRAWN BY: E.C.
REV: 10-04-13 B.O.H.

WHITING OIL & GAS CORP.
CONSTRUCTION LAYOUT CROSS SECTIONS FOR
WOLF #12-1314H & #12L-0103
SECTION 12, T10N, R59W, 6th P.M.
W 1/2 W 1/2

FIGURE #2

EXHIBIT A
3-13



NOTE:
Topsoil should not be
Stripped Below Finished
Grade on Substructure Area.

APPROXIMATE ACREAGES
WELL SITE DISTURBANCE = ± 4.839 ACRES

* **NOTE:**
FILL QUANTITY INCLUDES
5% FOR COMPACTION

APPROXIMATE YARDAGES

(6") Topsoil Stripping = 3,100 Cu. Yds.
Remaining Location = 3,740 Cu. Yds.
TOTAL CUT = 6,840 CU. YDS.
FILL = 1,710 CU. YDS.

EXCESS MATERIAL = 5,130 Cu. Yds.
Topsoil = 3,100 Cu. Yds.

EXCESS UNBALANCE = 2,030 Cu. Yds.
(After Interim Rehabilitation)

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (435) 789-1077