

ACCESS AND SURFACE DAMAGE AGREEMENT
Single or Multi Well Pad
Weld County, Colorado:

THIS AGREEMENT is made and entered into this 28th day of **March, 2013** by and between **Lendyl J. Walker and Debra J. Walker, husband and wife, as joint tenants**, whose address is **45536 Weld County Road 135, New Raymer, CO 80742**, 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, 6th P.M.
Section 30: NE/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(s):

Well Name	Lands	Section	Township	Range	County
Razor Fed 30K-3106B	NE/4SW/4	30	10 North	58 West	Weld
Razor Fed 30K-3108B	NE/4SW/4	30	10 North	58 West	Weld
Razor Fed 30K-3105A	NE/4SW/4	30	10 North	58 West	Weld
Razor Fed 30K-3107A	NE/4SW/4	30	10 North	58 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 **XXXXXX and XXXXX XXXXXX** for each of the above named wells for surface damages and for the Drill Site location. The total sum due under this Agreement is One Hundred Thousand Dollars and No/100 (\$100,000.00). Well site surface damages for the **Razor Fed 30K-3106B** well of **XXXXXXXXXXXX**, will be paid prior to commencement of actual operations of constructing or reconstructing the well site. Additional payments for the **Razor Fed 30K-3108B, Razor Fed 30K-3105A and Razor Fed 30K-3107A** will be made prior to spudding of each well. If any additional wells are drilled from the above described location(s) Grantor will be compensated for each additional well at a rate of **XXXXXXXXXXXX** 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.

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

GRANTOR:

Lendyl J. Walker
By: Lendyl J. Walker

Debra J. Walker
By: Debra J. Walker

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 5th day of APRIL, 2013, before me, a Notary Public, personally appeared **Lendyl J. Walker and Debra J. Walker, husband and wife, as joint tenants**, 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)

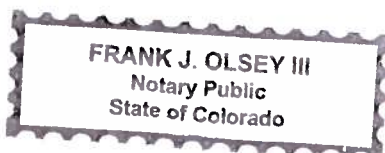
Shirley J. Zetter
NOTARY PUBLIC
My Commission Expires: 10/11/14

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On this 10th day of April, 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

T10N, R58W, 6th. P.M.

WHITING OIL & GAS CORP.

Well location, RAZOR FED #30K-3106B, (TARGET BOTTOM HOLE), located as shown in the SE 1/4 SW 1/4 of Section 31, T10N, R58W, 6th. P.M., Weld County, Colorado.

BASIS OF ELEVATION

SPOT ELEVATION LOCATED AT THE NORTHEAST CORNER OF SECTION 15, T9N, R58W, 6th P.M. TAKEN FROM THE GATEHOOK SPRING, QUADRANGLE, COLORADO, WELD COUNTY, 7.5 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 4679 FEET.

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

2010 UELS Alum. Cap.
0.2' High, RLS 17492
Lat: 40.802042°
Long: 103.898872°

Surface Location

S89°53'05"E
2585.31' (Meas.)

2012 UELS Alum. Cap.
Flush W/ Ground,
PLS 28285
Lat: 40.802050°
Long: 103.907725°

1917 Brass Cap,
0.8' High
Lat: 40.802058°
Long: 103.917061°

LOT 1

LOT 2

LOT 3

LOT 4

R 59
W 58

N00°52'46"E - 2648.81' (Meas.)

N00°50'37"E - 2648.45' (Meas.)

T10N
T9N

1917 Brass Cap,
0.5' Below Ground
Lat: 40.787525°
Long: 103.917333°

S89°49'55"W
2729.91' (Meas.)

2012 UELS Alum. Cap,
0.5' Below Ground, PLS 28285
Lat: 40.787553°
Long: 103.907478°

Razor Fed #30K-3106B
Target Bottom Hole

S89°49'50"W - 2604.79' (Meas.)

NOTE:
THE PROPOSED BOTTOM HOLE BEARS
S01°04'40"W 7433.83' FROM THE PROPOSED
WELL HEAD WHICH IS LOCATED IN THE NE
1/4 SW 1/4 OF SECTION 30, T10N, R58W,
6th. P.M., AT 2245' FSL 1842' FWL.

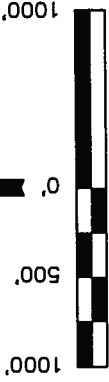
S01°04'40"W
7433.83'

31

S02°22'06"E - 2637.59' (Meas.)

2012 UELS Alum. Cap,
0.8' Below Ground
Lat: 40.794811°
Long: 103.898472°

2010 UELS Alum. Cap,
0.5' Below Ground
Lat: 40.787578°
Long: 103.898072°



SCALE

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 17492
STATE OF COLORADO
03-19-13

UNTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(435) 789-1017

SCALE 1" = 1000'	DATE SURVEYED: 03-13-13	DATE DRAWN: 03-14-13
PARTY J.H. C.M. H.K.W.	REFERENCES G.L.O. PLAT	
WEATHER COOL	FILE	
		WHITING OIL & GAS CORP.

LEGEND:

└─ = 90° SYMBOL

● = PROPOSED WELL HEAD.

▲ = SECTION CORNERS LOCATED.

NAD 83 (TARGET BOTTOM HOLE)
LATITUDE = 40°47'16.14" (40.787817)
LONGITUDE = 103°54'38.79" (103.910775)
NAD 27 (TARGET BOTTOM HOLE)
LATITUDE = 40°47'16.19" (40.787831)
LONGITUDE = 103°54'36.98" (103.910272)

T10N, R58W, 6th. P.M.

WHITING OIL & GAS CORP.

R 59
W 58
R 59
W 58
Surface Location
S89°53'05"E
2585.31' (Meas.)
1917 Brass Cap.
0.8' High
Lat: 40.802058°
Long: 103.917061°
2012 UELS Alum. Cap.
Flush W/ Ground,
PLS 28285
Lat: 40.802050°
Long: 103.907725°
S89°52'57"E - 2451.72' (Meas.)
2010 UELS Alum. Cap.
0.2' High, PLS 17492
Lat: 40.802042°
Long: 103.898672°

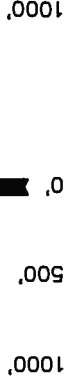
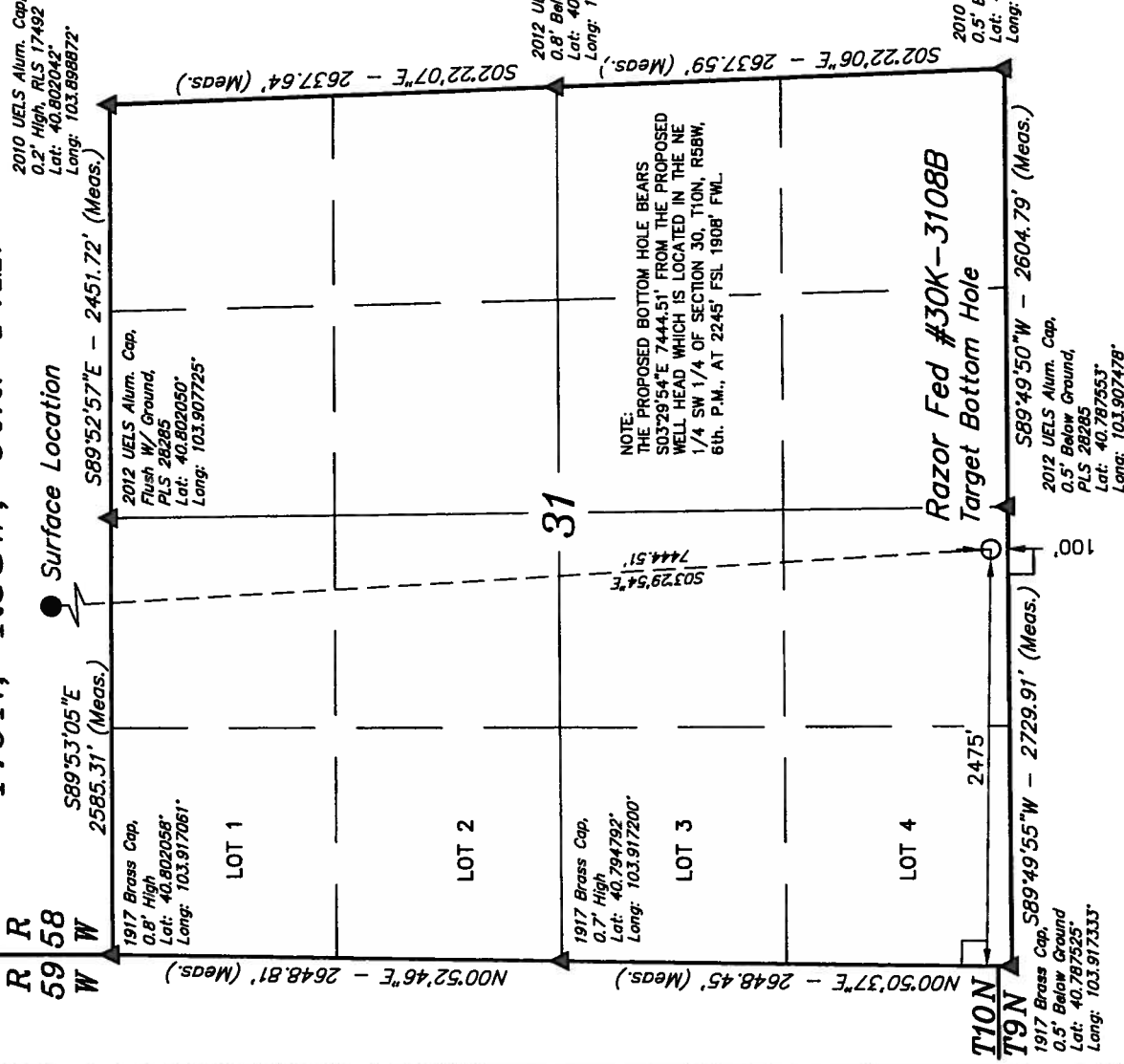
Well location, RAZOR FED #30K-3108B, (TARGET BOTTOM HOLE), located as shown in the SE 1/4 SW 1/4 of Section 31, T10N, R58W, 6th. P.M., Weld County, Colorado.

BASIS OF ELEVATION

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BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.



CERTIFICATE

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REGISTERED LAND SURVEYOR
REGISTRATION NO. 17492
STATE OF COLORADO 03-13-13

UNTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(435) 789-1017

SCALE	1" = 1000'	DATE SURVEYED:	03-13-13	DATE DRAWN:	03-14-13
PARTY	J.H. C.M. H.K.W.	REFERENCES	G.L.O. PLAT		
WEATHER	COOL	FILE	WHITING OIL & GAS CORP.		

LEGEND:

- 90° SYMBOL
- PROPOSED WELL HEAD.
- SECTION CORNERS LOCATED.

NAD 83 (TARGET BOTTOM HOLE)	
LATITUDE = 40°47'16.17" (40.787825)	
LONGITUDE = 103°54'30.21" (103.908392)	
NAD 27 (TARGET BOTTOM HOLE)	
LATITUDE = 40°47'16.22" (40.787839)	
LONGITUDE = 103°54'28.40" (103.907889)	

T10N, R58W, 6th. P.M.

WHITING OIL & GAS CORP.

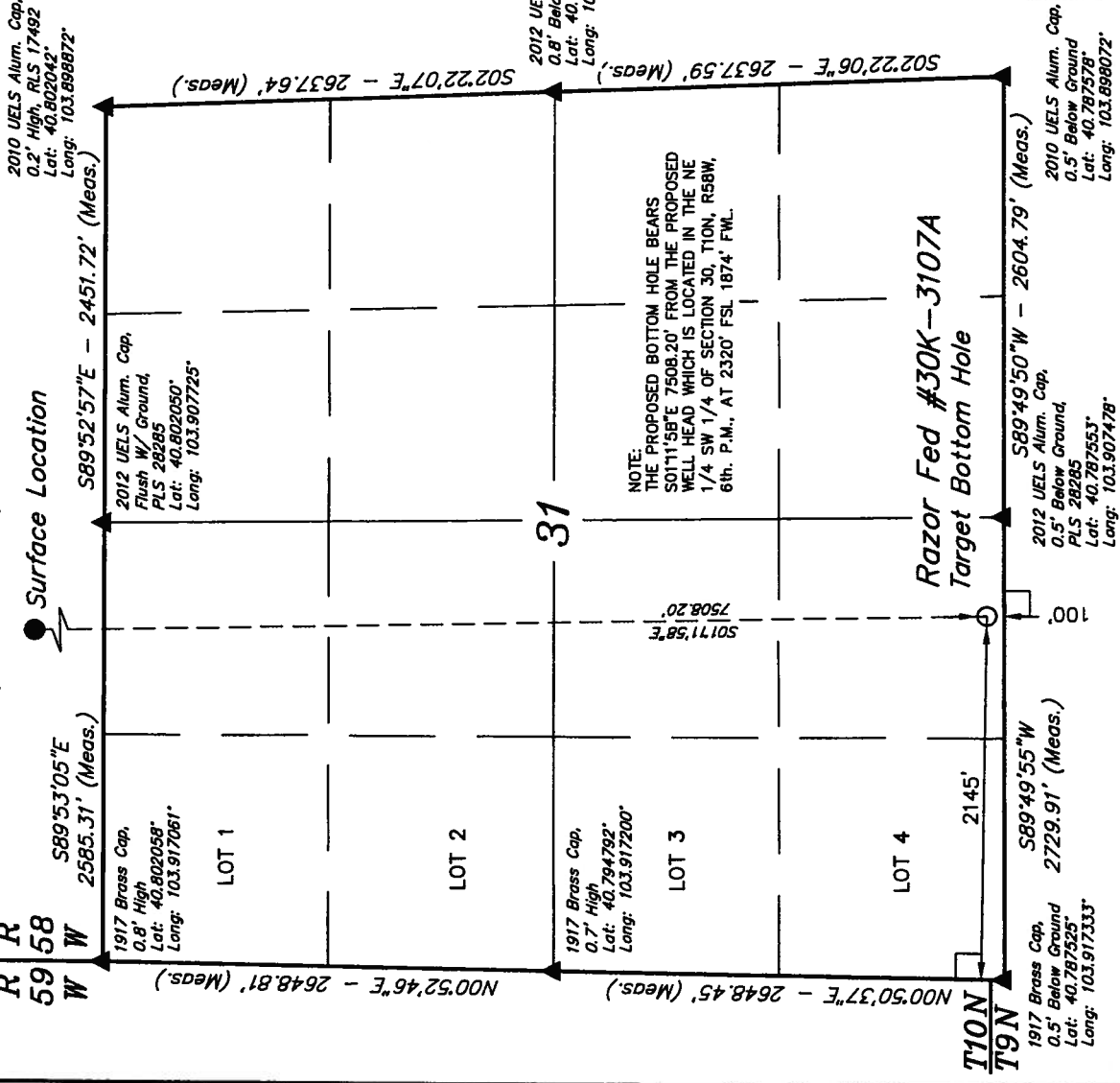
Well location, RAZOR FED #30K-3107A, (TARGET BOTTOM HOLE), located as shown in the SE 1/4 SW 1/4 of Section 31, T10N, R58W, 6th. P.M., Weld County, Colorado.

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REGISTERED LAND SURVEYOR
REGISTRATION NO. 17492
STATE OF COLORADO
03-19-13

REV: 03-14-13 H.K.W.

UNTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(435) 789-1017

SCALE 1" = 1000'	DATE SURVEYED: 05-14-12	DATE DRAWN: 05-17-13
PARTY J.H. C.M. H.K.W.	REFERENCES G.L.O. PLAT	
WEATHER COOL	FILE	WHITING OIL & GAS CORP.

NAD 83 (TARGET BOTTOM HOLE)
LATITUDE = 40°47'16.16" (40.787822)
LONGITUDE = 103°54'34.50" (103.909583)
NAD 27 (TARGET BOTTOM HOLE)
LATITUDE = 40°47'16.20" (40.787833)
LONGITUDE = 103°54'32.69" (103.909081)