

# ACCESS AND SURFACE DAMAGE AGREEMENT

## Weld County, Colorado

**THIS AGREEMENT** is made and entered into this **24th day of July, 2012** by and between **Jackie Lee Fiscus, a/k/a Jackie L. Fiscus, a/k/a Jackie Fiscus and Shirley Fiscus, a/k/a Shirley A. Fiscus, husband and wife**, whose address is **9284 County Road 2.5, Merino, CO 80741**, 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**:

**Township 10 North, Range 57 West, 6<sup>th</sup> P.M.**  
**Section 7: N/2**

(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:

Well Name	Lands	Section	Township	Range	County
<b>Horsetail #07-0611H</b>	<b>Lot 2, a/k/a SW/4NW/4</b>	<b>7</b>	<b>10 North</b>	<b>57 West</b>	<b>Weld</b>

(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 at the Drill Site.
- II. Grantee shall pay to Grantor the sum of [REDACTED] for the Drill Site location as 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.
- III. Prior to commencement of actual operations of constructing or reconstructing the access road or well site location on said Lands, the sums, settlement and payments agreed to in Paragraph II are due and payable, or this Agreement terminates, unless the prior payment provision is waived by the Grantor, with respect to both Grantor and Grantee. If payments provided for herein have not been made within one year of the date of this Agreement, this agreement shall not terminate.
- 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 wellsite.
- 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.
- 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 and the subsequent abandonment thereof, 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. It is expressly understood that this settlement is only for construction and unrestricted use of an access road, 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.
- XI. Both the Grantor and Grantee may assign this Agreement.
- XII. This Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns, and shall run with the Lands.
- XIII. 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.
- XIV. 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.
- XV. 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.
- XVI. 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:**

*Jackie Lee Fiscus*  
 By: **Jackie Lee Fiscus**, a/k/a Jackie L. Fiscus,  
 a/k/a Jackie Fiscus

*Shirley Fiscus*  
 By: **Shirley Fiscus**, a/k/a Shirley A. Fiscus

**GRANTEE: Whiting Oil and Gas Corporation**

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

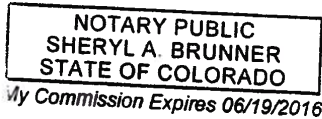
ACKNOWLEDGEMENTS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Logan )

On this 30 day of July, 2012, before me, a Notary Public, personally appeared **Jackie Lee Fiscus, a/k/a Jackie L. Fiscus, a/k/a Jackie Fiscus and Shirley Fiscus, a/k/a Shirley A. Fiscus, husband and wife**, 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)



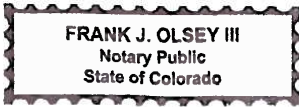
Sheryl A. Brunner  
NOTARY PUBLIC  
My Commission Expires: 6-19-16

STATE OF COLORADO )  
 ) ss.  
COUNTY OF **DENVER** )

On this 8<sup>th</sup> day of AUGUST, 2012, 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





