

# ACCESS AND SURFACE DAMAGE AGREEMENT

## Weld County, Colorado:

THIS AGREEMENT is made and entered into this 9th 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 \_\_\_\_\_ 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 \_\_\_\_\_. The surface damages payment for the **Razor 27J-2209A** well of \_\_\_\_\_ 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 \_\_\_\_\_ 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**

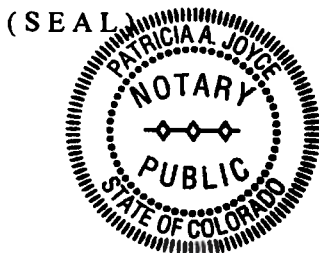
By: David M. Seery, Vice President-Land

**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.

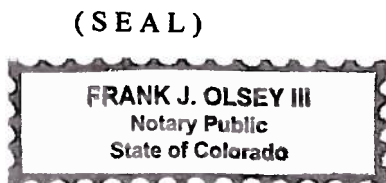


Patricia A. Joyce  
NOTARY PUBLIC  
My Commission Expires: 9/16/2014

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.



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

## ADDENDUM "A"

Attached to and made a part of that certain Access and Surface Damage Agreement, dated August , 2013, by and between Betty Jean Castor Conservatorship, Wells Fargo Bank, N.A. as Conservator, as Grantor, and Whiting Oil and Gas Corporation, as Grantee

IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE ACCESS AND SURFACE DAMAGE AGREEMENT AND THE PROVISIONS OF THIS ADDENDUM, THIS ADDENDUM SHALL PREVAIL. NOTWITHSTANDING ANYTHING CONTAINED IN THIS ACCESS AND SURFACE DAMAGE AGREEMENT TO THE CONTRARY, IT IS HEREBY AGREED AS FOLLOWS:

- 1. SURFACE USE PAYMENTS FOR WELLS.** Without limiting any other provision of this Agreement, Grantee shall, upon execution of and as a condition precedent of the effectiveness of this Agreement, pay Grantor a payment for the Easement of \_\_\_\_\_, for each well located on the herein described well pad site-see Exhibit A. Grantee shall also pay Grantor the fair market value at the time of death of any livestock killed or injured as a result of Grantee's or its Related Persons' operations.
- 2. PAYMENT LIMITATION.** The payments herein provide are acknowledged as sufficient and in full satisfaction for damages caused or created by the reasonable and customary entry, rights of way, operation and use of the roads and the Well Site, but do not include damage to buildings or improvements or injuries to persons or to damage or destruction to Grantor's water wells or water supply, or any liabilities arising out of any violation of Law, including any Environmental Law, and such payments shall in no way limit Grantee's indemnification and other obligations set forth in this Agreement.
- 3. GRANT OF RIGHT-OF-WAY AND EASEMENT.** Grantor hereby Grants to Grantee, to the extent Grantor has the right to do so, an easement and right-of-way (the "Easement") as follows: To locate, drill, and service multiple horizontal oil and gas wells (the "Wells"); from and located within the well pad site described in Exhibit A. The location of the Wells, drill site, access road, flow line and tank battery and other Facilities to be constructed on the lands as depicted on the attached Well and Drilling Location Site Plan.
- 4. POWER LINES.** Grantor hereby Grants to Grantee the right to locate, survey a route, construct, maintain, protect, inspect and operate electric transmission lines necessary for the development or operation of the Well (the "Power Lines"); the right-of-way for each Power Line being Twenty (20') feet in width being Ten (10') feet on each side of the centerline designated by GPS coordinate, except where such power lines shall incur a line change in excess of 20 degrees, and in such area, the easement width shall be increased to Fifty (50') feet in width being Twenty-five (25') on each side of the centerline designated by GPS coordinates..
- 5. PIPELINES.** Grantor hereby Grants to Grantee the right to locate, survey a route, construct, entrench, maintain, protect, inspect and operate underground Six (6") inch or narrower natural gas liquids and petroleum products or water gathering pipelines, including gathering systems, which are necessary to transport all liquids and/or gases produced from the Drill Site to the boundary of the drilling spacing unit and production facilities (the "Pipelines"), the right-of-way for each Pipeline being Sixty (60') feet in width being Fifteen (30') feet on each side of the centerline of the permanent easement area, as designated by GPS coordinates, and that the Easement as it relates to any Pipeline shall be Ninety (90') feet during the period of construction of such Pipeline. Any larger diameter pipelines or any other pipelines that Grantee desires to construct and operate for the purpose of transporting oil, gas, water or other substances over, across or through the subject Lands shall be covered by a separate pipeline easement agreement between Grantor and Grantee, if at all.
- 6. INGRESS AND EGRESS.** Grantor hereby Grants to Grantee the right of ingress and egress to and from the Easement, and the right of access on and along the Easement, for the purpose of constructing, inspecting, repairing, protecting, operating and maintaining the Well, Pipelines and Power Lines and the removal or replacement of same at will, either in whole or in part.
- 7. CONSULTING.** Grantee shall consult with Grantor on the location of all new roads, facilities, Well Site, Pipelines and Power Lines before construction or installation. Grantee shall notify Grantor prior to initial entry on the Easement and prior to commencing operations for any surface disturbing activity on the Easement. To the maximum extent possible, Grantee will use existing roads on the surface of the Easement for its operations, and, if construction of a new road is required, Grantee will locate the new road in a manner so as to cause the least interference with Grantor's or any surface tenant's then existing operations on the Lands. If a Pipeline or Power Line is to be installed by Grantee, Grantee will locate the Pipeline or Power Line in the manner set forth in this Agreement and in a manner so as to cause the least interference with Grantor's or any surface tenant's then existing operations on the Lands.
- 8. BURIED PIPE AND POWER LINES.** Grantee shall reclaim any surface disturbed in connection with the installation, removal or maintenance of a Pipeline. Grantee shall provide Grantor with GPS coordinates and as-built maps showing the surface location of all Pipelines and Power Lines after their installation. All Pipelines and underground Power Lines shall be

buried to a depth of at least Four (4') feet below the surface. Grantee shall install metal locators or other location devices above all Pipelines and underground Power Lines installed.

**9. EASEMENT ABANDONMENT.** It is expressly made a condition of the Easement that if Grantee, its successors or its assigns shall abandon the Easement or any portion thereof with respect to the stated purposes thereto, then and in that event, all the rights herein granted shall cease and terminate with respect to the portion of the Easement so abandoned, and the title to such portion shall be freed from the burden of the Easement; and it is further agreed that nonuse of the Easement or any portion thereof with respect to the stated purposes thereto for the period of Twelve (12) months following the initial in-service date shall constitute an Abandonment (as defined below) of the Easement or that portion thereof. In the event of an Abandonment of the Easement or a portion thereof, Grantee shall deliver to Grantor a recordable instrument evidencing that the title to the Easement so abandoned is free and clear of the burden of said Easement and free and clear of liens, encumbrances, clouds upon or defects in the title to said Easement created or permitted to be created by Grantee.

Upon Abandonment of all or any portion of the Easement or other termination of the Easement for any purposes, the Easement so abandoned shall be reclaimed, re-vegetated and re-contoured by Grantee at its expense to a condition as nearly as practicable to the condition of the undisturbed areas adjacent to the Easement. Upon Abandonment of all or any portion of the Easement, Grantee shall use its best efforts to remove within Ninety (90) days any personal property on the Easement. Grantee may abandon any Pipeline or underground Power Line in place, provided that Grantee (i) complies with all applicable Law regarding the abandonment of pipelines and underground power lines, (ii) removes all gas and liquids from such Pipeline and de-energizes such Power Line, and (iii) restores to its original condition the affected portion of the Easement. Abandonment of all or any portion of the Easement shall be done in accordance with all applicable Laws, and in accordance with good industry practice. If Grantee fails to commence good faith efforts contemplated in this paragraph, Grantor may perform such activities for the account of Grantee, and Grantee shall reimburse the Grantor for all reasonable expenses incurred.

**10. LEAST INTERFERENCE.** The Well and all Pipelines and Power Lines will be constructed so as to cause the least possible interference with Grantor's or any surface tenant's then existing operations.

**11. WELLSITE SPACING DISTANCE FROM BUILDINGS AND OTHER PERMANENT STRUCTURES.** The Well location shall be set forth in the Development Plan. The Well shall not be drilled within 1,320 feet of any residence or occupied house or within 750 feet of any barn, corral, feedlot or other structure, or within 500 feet of any windmill or water well on the Easement without the prior consent of Grantor.

**12. WATER.** Grantee shall not drill any water wells without Grantor's express written permission, and shall not alter the natural flow or otherwise disturb any stream, river, stock water well, or pond on the Lands. Drill sites shall not be located within 1,000 feet of any stream, river, stock water well or pond. Grantee shall not have access to water from existing stock water wells, reservoirs, and springs without Grantor's consent. Without limiting any other provision of this Agreement, Grantee shall indemnify and hold Grantor harmless for any contamination of any water caused by Grantee or Grantee's Related Persons' activities on the Easement.

**13. RECLAMATION.** Any disturbed area shall be reclaimed and reseeded within Twelve (12) months, weather permitting, of drilling or construction or cessation of use, whichever shall come first. Operator shall restore and level the surface of the Land affected by such terminated operations as near as possible to the contours which existed prior to such operations. Grantee shall use water bars and such other measures as appropriate to prevent erosion and non-source pollution. Grantee shall reseed at a rate of no less than 14 pounds seed mix per acre and no more than a rate of 18 pounds per acre as agreed upon by Grantor and Grantee. Where requested, Grantee shall restore all private roads, drainage and irrigation ditches disturbed by Grantee's operations as near as possible to the condition that existed prior to such operations. Any surface facilities no longer in use shall be removed and the surface restored, within one year after the date upon which Grantee ceases to use such surface facility. Topsoil shall be saved and replaced.

**14. INDEMNIFY.** Grantee shall defend, indemnify and hold the Grantor harmless from any damage, injury, claim, judgment or other liability arising, either directly or indirectly, on account of any damage or injury to any person or property resulting from the use of the Easement by the Grantee, its Related Persons, contractor's assignees, or other working interest owners, except to the extent that such losses, costs, liabilities, penalties, or claims are caused by the negligence of the Grantor, or its Related Persons.

**15. LAWS.** Grantee shall, at its sole cost and expense, comply (and cause its Related Persons to comply to the extent possible) in all material respects with all Laws, including Environmental Laws, that are applicable to Grantee's operations or activities on, occupancy or use of, the Easement, including the payment of any taxes, fees or fines imposed on its activities or property by any Governmental Authority. Grantee shall obtain all necessary permits and approvals before conducting any activity requiring a permit or other governmental approval of any kind.

**16. MAINTENANCE.** Grantee and its Related Persons shall keep the Well Site, road rights-of-way, and other areas used by Grantee and its Related Persons safe and in good order, and shall control the presence of litter and debris. Grantee shall conduct periodic trash pickup if requested by Grantor.

**17. EQUIPMENT STORAGE, EMPLOYEE HOUSING AND MAINTENANCE.** Absent Grantor's consent, neither Grantee nor any of its Related Persons' equipment shall be stacked or stored or maintained on the Easement nor shall employees be housed on any of the Easement, except during drilling if necessary. Neither Grantee nor any of its Related Persons shall not dispose of any equipment, lubricants, parts, or any other items of equipment or materials on the Easement but shall properly dispose of such items off of the Easement.

**18. NOXIOUS WEEDS.** Grantee shall continuously monitor and inspect all disturbed areas, and Lands covered by the Easement, for noxious weeds and take all reasonable steps to eradicate any noxious weed growth on the Lands.

**19. LIENS.** Grantee shall keep the Lands free and clear of all liens and claims of lien related to its leasehold interest in the Lands or for labor and services resulting from its use of the Lands; provided, that Grantee shall have the right, in its sole discretion, to contest such liens and claims by appropriate legal proceedings (which may be brought in the name(s) of Grantee and/or Grantor where appropriate or required); provided further, that Grantee shall indemnify, defend and hold harmless Grantor for any claims arising out of such legal proceedings.

**20. HAZARDOUS MATERIALS.** Grantee shall, at its sole cost and expense, promptly clean up, remove or take other remedial action with regard to any contamination or damage to soil or surface or ground water on or about the Lands for which it or its Related Persons are responsible and that is caused by any substance or material (each a "Hazardous Material") that (i) is defined as a hazardous substance, hazardous material, hazardous waste or toxic substance under any Environmental Law or (ii) is controlled or governed by any Environmental Law. Grantee shall (x) give Grantor written notice of any breach of the foregoing covenants, promptly upon learning of such breach, (y) undertake such clean up, removal or remedial action in a manner designed to minimize the impact on Grantor's and its Related Persons' activities and operations on the Easement and (z) provide reasonable support and cooperation to Grantor and its Related Persons with regard to any scheduling or access to the Easement in connection with any action required by this Section.

**21. CATTLE GUARDS, GATES AND FENCE.** Grantee shall construct cattle guards at all places where Grantee requires access through Grantor's fences. Stock gates shall be constructed at Grantor's request if the movement of livestock will be interfered with. Grantee further agrees to notify and consult with Grantor prior to cutting or damaging any fence, cattle guard or other improvement of Grantor. At the request of Grantor, Grantee agrees to fence off the perimeter of the well site with temporary fencing during drilling operations. Grantee will also install swinging gates with locks at all access points where necessary as determined by Grantor, and Grantee shall be responsible for restoring Grantor's existing fence to its original condition at any point of access.

**22. ALOCOHOL, DRUGS, DOGS AND FIREARMS.** Grantee agrees that no hunting, drugs or alcohol will be allowed on the property covered by this Agreement. Smoking, dogs, and firearms shall only be allowed in vehicles, and shall not be allowed outside of said vehicles at any time, and Grantee agrees it will notify all contractors, subcontractors, agents and employees of this restriction.

**23. TERMINATION.** If Grantee does not commence operations for the Well within the primary term of the Lease, this Agreement will terminate in its entirety without penalty to either Party, or will otherwise be renegotiated.

**24. NOTICE.** Notice may be given to either Party to this Agreement by depositing the same via certified mail return receipt requested in the United States Mail postage prepaid, duly addressed to the other Party at the address set forth in the Preamble of this Agreement, or at such other address as each Party may subsequently provide to the other. Such notice shall be deemed delivered and received when the Party posting same in the United States Mail receives the returned mail receipt signed by the other Party, or one of its authorized representatives.

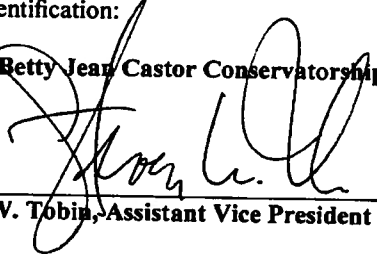
**25. GOVERNING LAW AND VENUE.** This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in Weld County, Colorado.

**26. ATTORNEY'S FEES AND COSTS.** The Parties agree that the prevailing Party in any action resulting from a breach of this Agreement will be entitled to its reasonable attorneys' fees and costs incurred therein.

**27. GRANTOR CAPACITY; NON-RECOURSE TO GRANTOR; WAIVER.** GRANTEE ACKNOWLEDGES AND AGREES THAT WELLS FARGO BANK, NATIONAL ASSOCIATION HAS EXECUTED THIS AGREEMENT AS CONSERVATOR OF THE BETTY JEAN CASTOR CONSERVATORSHIP, AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY. THE AGREEMENTS OF GRANTOR CONTAINED HEREIN SHALL ONLY BE ENFORCEABLE AGAINST THE CONSERVATORSHIP, AND THE ASSETS AND PROPERTY OF THE CONSERVATORSHIP, FOR PAYMENT OF ANY CLAIM HEREUNDER, AND THIS AGREEMENT SHALL HAVE NO EFFECT ON ANY ASSETS OR PROPERTY OWNED BY GRANTOR IN ANY CAPACITY OTHER THAN AS CONSERVATOR OF THE CONSERVATORSHIP. BY EXECUTING THIS AGREEMENT, GRANTEE AGREES TO LOOK SOLELY TO THE CONSERVATORSHIP FOR THE ENFORCEMENT OF ITS RIGHTS HEREUNDER. GRANTEE HEREBY WAIVES ANY CLAIM OR ANY RIGHT TO PROCEED FOR THE ENFORCEMENT OF ANY OF GRANTEE'S RIGHTS HEREUNDER AGAINST WELLS FARGO BANK, NATIONAL ASSOCIATION AND ITS PARENT, AFFILIATES AND SUBSIDIARIES IN THEIR INDIVIDUAL OR CORPORATE CAPACITY AND AGAINST ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS, NONE OF WHICH SHALL BE HELD TO ANY PERSONAL OR CORPORATE LIABILITY THEREFOR. THIS SECTION SHALL BE BINDING ON GRANTEE AND ITS SUCCESSORS AND ASSIGNS.

Signed for Identification:

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

  
By: Steven W. Tobin, Assistant Vice President