

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 45056 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: Lot 3

(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 30L-3102B	NW/4SW/4	30	10 North	58 West	Weld
Razor Fed 30L-3104B	NW/4SW/4	30	10 North	58 West	Weld
Razor Fed 30L-3101A	NW/4SW/4	30	10 North	58 West	Weld
Razor Fed 30L-3103A	NW/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 [REDACTED] and No/100 Dollars [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 No/100 [REDACTED]. Well site surface damages for the Razor Fed 30L-3102B well of [REDACTED] and No/100 Dollars ([REDACTED]), will be paid prior to commencement of actual operations of constructing or reconstructing the well site. Additional payments for the Razor Fed 30L-3104B, Razor Fed 30L-3101A and Razor Fed 30L-3103A 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 [REDACTED] and No/100 Dollars ([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.

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- 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

