

# ACCESS AND SURFACE AGREEMENT

## Weld County, Colorado:

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of March, 2015 by and between David Reed whose address is 2915 Jade Court., Superior, CO 80027, Shawna Stevens whose address is 1753 Irvine Avenue, Newport Beach, CA 92660, and Linda Glaw whose address is 15518 Walkwood Drive, Houston, TX 77079, 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 30: 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 oil and/or gas wells:

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

Pad Name	Lands	Section	Township	Range	County
Razor 30J	NW/4SE/4	30	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.

- 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 oil and/or gas wells at the Drill Site.
- II. Grantee shall pay to Grantor the sum of \_\_\_\_\_ and No/100 Dollars for each well constructed on the Lands. Grantee shall make payment for the initial well within thirty (30) days of the Effective Date of this Agreement. Grantee shall pay Grantor for all subsequent wells prior to the spudding of each such additional well. All subsequent wells shall be drilled within two (2) years after the drilling of the prior well. In the event Grantee fails to drill any subsequent well within such Two (2) year period, Grantee shall obtain the prior written consent of Grantor prior to drilling any such subsequent well.
- III. For the term of this Agreement, Grantor hereby grants to Grantee the right to exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, and plugging and abandoning operations for the above described 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 Drill Site, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores for the above described Drill Site unless otherwise specifically provided herein.
- IV. 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.
- V. 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.

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- VI. 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.
- VII. 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. Grantee shall be responsible for management of all surface water runoff and erosion control.
- VIII. 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.
- IX. 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.
- X. Upon completion of the well as a dry hole or in the event any well hereunder is plugged and abandoned, Grantee shall take commercially reasonable efforts to restore the Drill Site, the Easement Property and any other portions of the Lands disturbed by Grantee's operations to the condition of the Lands as of the Effective Date.
- XI. 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.
- XII. 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.
- XIII. The undersigned surface owners hereby agree and waive the notice of intent to commence operations.
- XIV. Both the Grantor and Grantee may assign this Agreement.
- XV. This Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns, and shall run with the Lands.
- XVI. 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.
- XVII. 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.
- XVIII. 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.
- XIX. 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.
- XX. Surface owners of the above described lands are fully aware that the said Razor 30J Pad will have wells drilled into the offsite spacing unit Razor 30-19 which will not be producing or exploring for oil and gas on or under said described lands.
- XXI. Grantee shall defend, protect, indemnify, and hold Grantor, and each of them, harmless from and against any and all injuries, costs, expenses, liabilities, losses, damages,

injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) arising in connection with any and all third party claims arising out of: (a) injuries occurring on the Easement Property or arising as a result of Grantee's operations; (b) any intentional conduct or negligence of Grantee or Grantee's agents, employees, or contractors; (c) any breach or default in the performance of any obligation on Grantee's part to be performed under this Agreement; or (d) the failure of any representation or warranty made by Grantee herein to be true when made. This indemnity shall survive termination of this Agreement only as to claims arising out of events that occur during the Term.

- XXII. Lessee agrees to indemnify, pay and protect, defend and save lessor harmless from all claims, liabilities, fees and expenses of any kind that arise from the actual or alleged presence or release of any hazardous material where such presence or release results from and is caused by lessee's operations or activities on the lessor's lands. This indemnification shall include reasonable costs in connection with any remedial work pertaining to such hazardous material resulting from lessee's operation, when performed by lessor or any third party in response to any federal, state, or local governmental authority, laws or regulations, due and payable upon demand therefore by lessor.
- XXIII. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.
- XXIV. The Term of this Agreement shall run from the Effective Date until the date that is one hundred and eighty (180) days after Grantee ceases extraction operations on the Drill Site.
- XXV. During the Term, Grantee shall obtain and keep in full force and effect liability insurance which may be provided under blanket insurance policies covering other properties as well as the Lands and shall be maintained with an insurance company with an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least VII. Such policy of liability insurance shall cover bodily injury, personal injury and property damage insurance, naming Grantors, and each of them, as additional insureds, against liability arising out of Grantee's use, occupancy, or maintenance of the Lands and Grantee's Drill Site operations. Such insurance shall include an "each occurrence" limit of not less than \_\_\_\_\_ and a general aggregate limit of not less than \_\_\_\_\_. Upon Grantor's request, Grantee shall provide Grantor with a copy of the certificate(s) evidencing such coverage and premium bill for Grantee's Insurance.

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

GRANTOR:

GRANTOR:

\_\_\_\_\_  
By: David Reed

\_\_\_\_\_  
By: Shawna Stevens

GRANTOR:

  
\_\_\_\_\_  
By: Linda Glaw

ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, personally appeared David Reed, 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)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, personally appeared Shawna Stevens, 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)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

On this 24<sup>th</sup> day of March, 2015, before me, a Notary Public, personally appeared Linda Glaw, 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)



Gelzi M Orellana  
NOTARY PUBLIC  
My Commission Expires: January 22, 2019

