

## INTERIM RECLAMATION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 20<sup>th</sup> day of September, 2016, by and between **Joel W. Konig, Janet F. Konig, Michael D. Konig and Kip A. Konig** ("Owner"), whose legal address is **58710 WCR 81, Grover, Colorado 80279**, and Carrizo (Niobrara) L.L.C. ("Company"), whose legal address is 500 Dallas Street, Suite 2300, Houston, Texas 77002.

WHEREAS, Owner is the owner of the surface in which certain pad ("Pad") have been constructed, located in Weld County, Colorado, being described in "Exhibit A."

WHEREAS, Company has a valid Surface Use Agreement covering the Land or portions of Land in which these Pad(s) have been constructed. A true and complete copy of the Surface Use Agreement(s) is/are available at the office of Company or from Owner to persons with an interest in the property.

WHEREAS, Company and Owner agree that waiving interim reclamation for certain portions of the originally disturbed land used for oil and gas development is still protective of public health, safety, and welfare, including the environment. Specific portions of the originally disturbed land where a waiver is being sought, along with a brief explanation of the Owner's reasons for waiving, are included in "Exhibit B."

WHEREAS, both Company and Owner recognize that all active portions of the oil and gas location and all oil & gas operations remain under the jurisdiction of the Colorado Oil & Gas Conservation Commission ("COGCC");

WHEREAS, Company shall be solely responsible for all interim reclamation related to all oil and gas activities that have taken place on said Pads pursuant to Rule 1003 of the COGCC. This shall include the following mutual understandings between Company and Owner:

1. Company shall reseed any disturbed area not required for ongoing production operations using a seed mixture recommended by either (1) the County Planning Department; (2) County Extension Office; or (3) a reputable seed company. Company shall consult with the Owner in the selection of the seed used in the reclamation of any disturbed site.
2. Company shall restore all disturbed areas not required for ongoing production operations and not subject to this waiver (well sites, pipeline easements, access easements, and utility easements) to their original grade and vegetation per Rule 1003, and all disturbed areas being restored shall be fenced to allow for effective revegetation if livestock is present. Specific areas of disturbance being restored via interim reclamation shall be highlighted, and updated as necessary, on the map attached as "Exhibit C."
3. Company shall avoid or minimize impacts to wetlands and riparian habitats to the degree practicable. Company shall furthermore comply with applicable portions of Rule 1002.f. related to stormwater management.
4. Company shall ensure that growing ground cover is established upon disturbed soils and Company shall reseed and water as necessary to accomplish that duty. It shall further be the duty of the Company to inspect and control all noxious weeds as may become established within areas used or disturbed by Company. Company shall inspect disturbed areas at such times as Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Company shall

reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Company recognizes that this shall be a continuing obligation and Company shall reseed ground cover and/or noxious weeds until areas disturbed by Company are returned to as good a condition as existed prior to construction.

5. Company agrees to keep the roads, locations, and other areas utilized for this purpose, free from weeds, debris, and litter and will properly maintain such areas in such a manner as to minimize interference with the Owner's normal use of contiguous lands.
6. Owner agrees that Owner will not impede ingress or egress from any active oil & gas locations or Pad(s), or interfere with the safe conduct of oil & gas operations on the Pad(s) or location.
7. Owner confirms that the portions of the Land (including the Pad(s) and any pertinent access roads) subject to interim reclamation waiver are in a condition satisfactory to Owner at the time of execution of this Agreement.

NOW THEREFORE, Owner agrees to waive all applicable 1003 Rules of the COGCC, including but not limited to, Rule 1003(b) of the COGCC and reclaim said Pad(s) and Pit(s) at a later date, to be no later than five (5) year of the date of this agreement and mutually agreed upon by Owner and Company, absent adverse effect on the public health, safety, and welfare, or on the environment.

FURTHERMORE, Company agrees to compensate Owner on a mutually agreed upon date for surface loss or damage upon mutually agreeable terms.

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all Parties, and it shall be binding upon all Parties who executed a counterpart with the same force and effect, with each separate counterpart instrument deemed to be one and same original Agreement.

This Agreement shall extend to and bind Owner and Company, and their respective heirs, personal representatives, successors, and assigns and shall become effective when it is fully executed and shall remain in full force and effect until Company has conducted reclamation in accordance to this Agreement.

EXECUTED and effective this 20<sup>th</sup> day of September, 2016.

**OWNER(S):**

  
Joel W. Konig

  
Janet F. Konig

  
Michael D. Konig

  
Kip A. Konig

**COMPANY:**

**Carrizo (Niobrara) L.L.C.**

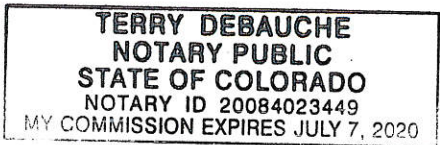
  
Richard H. Smith DK  
V.P. - Land

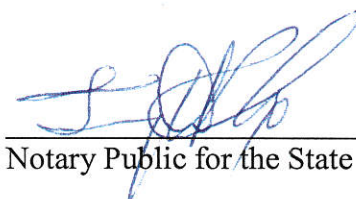


ACKNOWLEDGEMENTS

STATE OF COLORADO }  
COUNTY OF Weld }

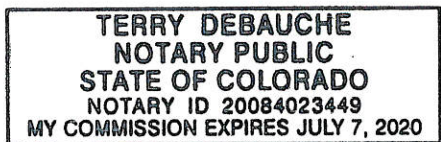
This instrument was acknowledged before me on the 20<sup>th</sup> day of September, 2016 by Joel W. Konig.



  
Notary Public for the State of Colorado

STATE OF COLORADO }  
COUNTY OF Weld }

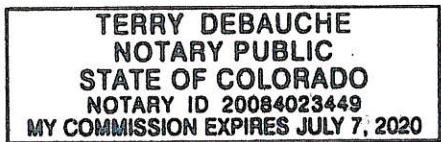
This instrument was acknowledged before me on the 20<sup>th</sup> day of September, 2016 by Janet F. Konig.



  
Notary Public for the State of Colorado

STATE OF COLORADO }  
COUNTY OF Weld }

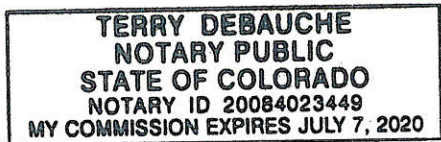
This instrument was acknowledged before me on the 20<sup>th</sup> day of September, 2016 by Michael D. Konig.



  
Notary Public for the State of Colorado

STATE OF COLORADO }  
COUNTY OF Weld }

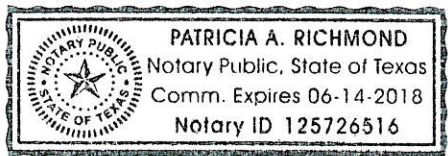
This instrument was acknowledged before me on the 20<sup>th</sup> day of September, 2016 by Kip A. Konig.



  
Notary Public for the State of Colorado

STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me on the 6<sup>th</sup> day of October, 2016 by Richard H. Smith, V.P. - Land, Carrizo (Niobrara) L.L.C.



  
Notary Public for the State of Texas

**EXHIBIT A**  
**PAD LOCATION**


**Konig 2-31-11-59 Pad**


Township 10 North, Range 59 West, 6<sup>th</sup> P.M.

Section 18: SW/4 SW/4


## EXHIBIT B

The highest land use for value to me comes from my surface use for oil and gas operations. In order to maintain attraction for use of my lands for development, I would like to keep the size of all pads and pits on my property the same size so that the productive use for oil and gas still exists without multiple surface disturbances. I am not getting paid to sign any interim waivers, and know that final reclamation remains a right should it become apparent that no further development is foreseeable.

  
Joel W. Konig

  
Janet F. Konig

  
Michael D. Konig

  
Kip A. Konig



## Exhibit C

VEGETATION:  
GRASSLAND PASTURE

SURFACE USE:  
GRAZING

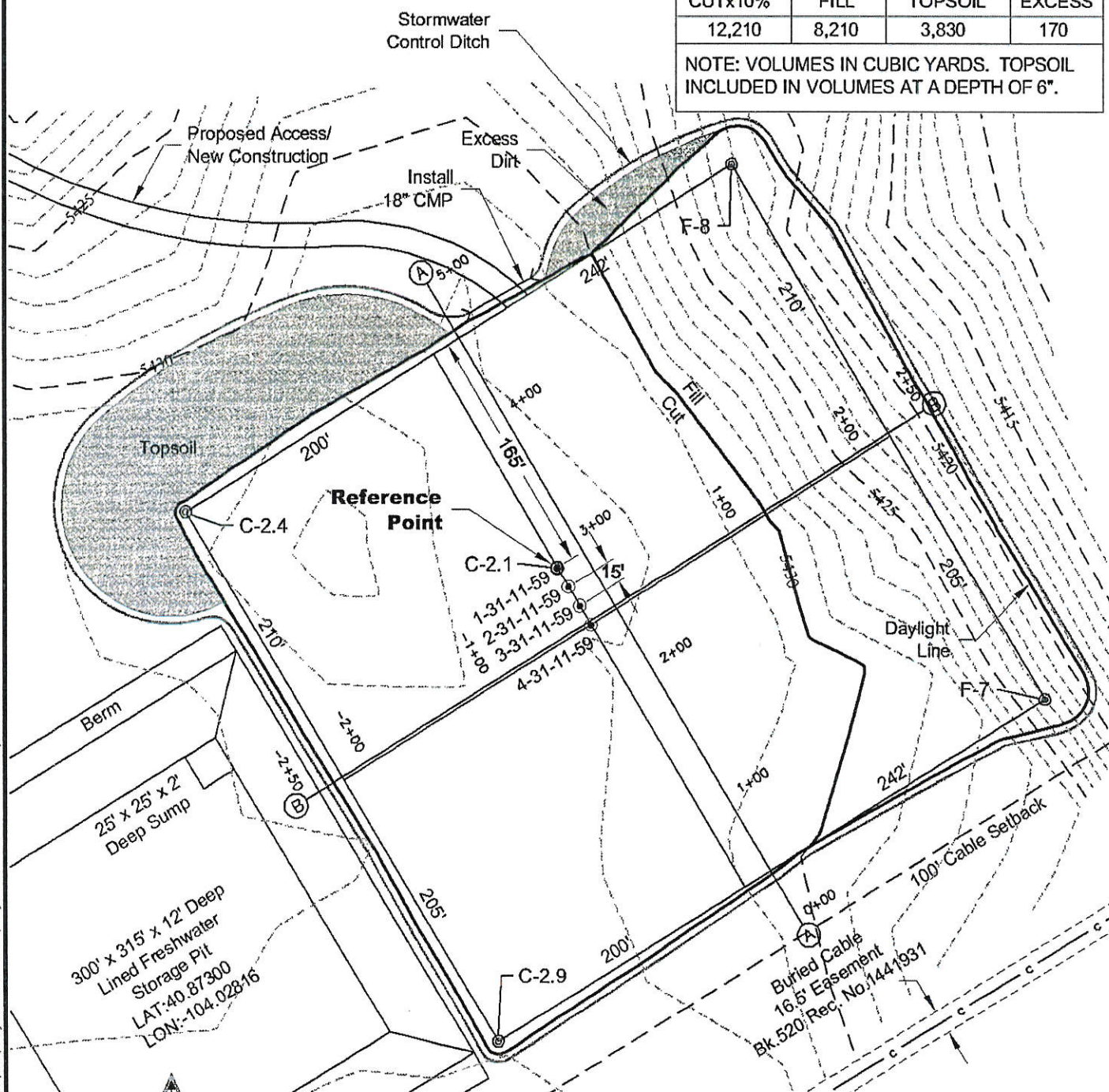
PAD= 415'X442'      ELEV= 5430.0'

DISTURBED AREA= 5.9± ACRES

### ESTIMATED DIRT QUANTITIES

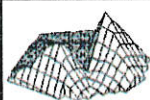
CUTx10%	FILL	TOPSOIL	EXCESS
12,210	8,210	3,830	170

NOTE: VOLUMES IN CUBIC YARDS. TOPSOIL INCLUDED IN VOLUMES AT A DEPTH OF 6".



NOTE:  
10% ALLOWANCE IS MADE FOR SOIL EXPANSION.

6/21/13



**LAND SURVEYING AND MAPPING**  
**LAFAYETTE - WINTER PARK**  
**Ph 303 666 0379 Fx 303 665 6320**

**CARRIZO NIOBRARA LLC**  
**KONIG 1-31-11-59 PAD**

LOT 4 SECTION 31 T11N R59W  
6th PM WELD COUNTY COLORADO

FILE	DATE	USER	TIME
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