

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is entered into by and between **Denis Bringelson** ("Owner"), whose address is **48904 WCR 127, New Raymer, Colorado, 80742**, and Carrizo Niobrara L.L.C. ("Company"), whose address is 500 Dallas Street, Suite 2300, Houston, Texas 77002.

WHEREAS, Owner is the owner of the surface of certain lands located in Weld County, Colorado, said land herein called "Lands", to wit:

Township 9 North. Range 58 West. 6th P.M.
Section 20: SE/4

WHEREAS, Owner recognizes that Company has certain obligations under Colorado Oil & Gas Conservation Commissions (COGCC) regulations covering the Lands, Owner and Company desire to facilitate development of the oil and gas resources by use of the surface and to minimize any surface damage to the lands and to reach an agreement regarding such surface use.

NOW THEREFORE; in consideration of Company's agreement to pay the sum of \$10.00 dollars and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual promises and covenants contained herein:

Except for claims and damages resulting from Company's negligence, Owner hereby releases and discharges Company, its agents, employees, contractors and licensees from and against any and all claims by Owner for ordinary damages (damages customary to the type of operation being performed) including, but not limited to, diminution in value of the Property, arising from, incident to, or in connection with Company's oil and gas operations on the Property, including, but not limited to: locating, drilling, stimulating, completing, restimulating, recompleting, deepening, producing, maintaining, plugging, and abandoning the oil and gas well shown below, whether as a dry hole or at the end of its productive life; installing and operating associated gas gathering (but not permanent transmission) pipelines and production facilities; and, constructing, maintaining and reclaiming the well pad, production facilities, pipelines and roads (collectively the "Operations") (the well/wells and production facilities are hereinafter collectively referred to as the "Well").

Owner hereby grants, demises and conveys such easements and rights-of-way on and across the Property as may be necessary or convenient for the Operations; any material change to the disturbance area as shown in the Exhibit attached to and made a part of this agreement shall require written Owner approval which shall not be unreasonably withheld. Company shall have the right to drill the well within the specified surface area described above, including directional wells that produce from and drain lands other than the Property, provided such lands are validly pooled with all or any portion of the lands included in Company's oil and gas lease covering the Property, and so long as such locations are permitted locations under the then applicable well spacing regulations of the COGCC or exceptions granted thereto by the Director of the COGCC.

ADDITIONAL PROVISIONS

1. Company may exercise its rights hereunder for all purposes necessary or convenient for Company to perform the Operations, including the right of unimpeded ingress and egress across the Property to access the Well, and to install and operate gas gathering (but not permanent transmission) pipelines. Any changes in the access as shown in the attached Exhibits shall require written Owner approval. Company may assign or delegate to a third party the right to install pipelines in order to connect the Well to a gas gathering system. The access easement shall be non-exclusive and capable of use by Owner and its successors, lessees and assigns, so long as such use does not unreasonably interfere with or impair the Operations. All gas gathering lines installed hereunder shall be buried to a depth of not less than thirty six inches (36") beneath the surface, and Company shall not have the right to install any above ground risers, valves, metering, dehydration, or treating facilities, on such gathering lines unless located on the well pads depicted on the attached Exhibit.

2. Owner hereby grants such subsurface easements as may be necessary to facilitate the drilling by Company of wells from the Property that produce from and drain lands other than the property, provided that any such subsurface easement granted hereunder is relegated to the actual path of the wellbore of any such well and is further limited to the minimum height and width sufficient to encompass the wellbore of said well. In connection with each subsurface easement granted hereunder, Company shall provide Owner with such downhole surveys as are necessary

to ascertain the location of the subsurface easement. In the event Company utilizes a subsurface easement granted hereunder to drill a well capable of producing oil and gas, Company agrees that no portion of the subsurface easement may be perforated or produced, Company shall set downhole equipment as necessary to ensure such isolation, and Company shall provide Owner with all downhole surveys generated by or on behalf of Company. In the event Company utilizes a subsurface easement granted hereunder to drill a well plugged and abandoned as a dry hole, Company agrees to set cement plugs at the points in the well where the wellbore both enters and exits the Property, and provide Owner with all downhole surveys generated by or on behalf of Company.

3. Notwithstanding Owner's release of Company from any and all ordinary damage claims, Company shall repair to Owner's satisfaction, or otherwise compensate Owner, for damage to personal property or to improvements on the Property, such as damage to buildings, fences, gates, culverts and livestock, or for other such extraordinary losses or damages caused by Company. Company agrees to promptly repair or compensate Owner for such extraordinary physical losses and damages.

4. Company agrees to indemnify, defend, and hold harmless Owner, its successors or assigns, of and from any and all claims for damages made against Owner by any person, governmental authority, or other third party including Company's employees, agents, contractors, subcontractors, invitees or licensees of Company, or any other person using, or upon, the Property by virtue of this Agreement, and based upon or arising from (i) any alleged defect, or condition, of Company's facilities within the easement, or appurtenances thereto, regardless of whether or not such defect is open and obvious or latent and hidden and/or, (ii) any of the negligent acts, or omissions, of Company, or Company's employees, agents, contractors, subcontractors, invitees or licensees, or any other person using, or upon, the Property, by virtue of this Agreement. Company shall also indemnify Owner, its successors and assigns, from and against any loss, liability, cost, expense or claim arising from and/or in connection with or resulting from Company's operations on the Property, the incurring of costs of required repairs, clean up, or detoxification and removal under any hazardous material law which may result from Company's acts or omissions on the Property. Owner is neither an agent nor employee of Company and shall have no responsibility to inspect or oversee Company's operations nor to indemnify or correct any potentially harmful, dangerous or damaging conditions. In the event that Company's operations result in a violation of any rules of the Colorado Oil and Gas Commission, or any state or federal regulatory authority, Company agrees to satisfy the requirements of such agency and provide Owner with a certificate from such agency reflecting that Company has satisfied the requirements of such agency or a letter evidencing that no further action is required.

5. Owner has requested that all consultation be conducted directly with Owner. Accordingly, Owner shall have the responsibility of notifying any affected tenant, lessee or other party who may own or have an interest in any crops or surface improvements which could be affected by the Operations. Owner agrees that all damages claimed by a surface tenant, lessee or other such party resulting from the Operations shall be settled by Owner, and Owner hereby agrees to indemnify and hold Company harmless from and against any such claims.

6. Owner agrees to waive all applicable 1000-series Rules of the COGCC, including but not limited to, Rule 1003(b) of the COGCC and reclaim said Lands at a later date, mutually agreed upon by Surface Owner and Company, absent adverse effect on the public health, safety and welfare or on the environment. Company shall keep the well pad, the production facilities, and the pipeline and access easements free of weeds and debris and to control erosion.

7. Company shall construct and install the well pad, roads, pipelines and production facilities, including, but not limited to, pumping units, tanks, heater/treaters, separators and emission control units, within the are as shown on the plats attached as Exhibits hereto. Except as specified herein, including on the attached plats, Company shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental and temporary activities, and Company shall be strictly and solely responsible for any damages that may occur as a result of such emergency activities.

8. Owner acknowledges and agrees that Company has consulted in good faith with Owner as to its proposed Operations, in accordance with COGCC requirements, or hereby waives such requirements. Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement, including, but not limited to, setbacks for high density areas and surface lot lines.

(a) Company has provided Owner with map of potential pads, wells, and gas gathering pipelines, which accurately reflect the provisions of this Agreement.

(b) Owner agrees not to object to said Form 2A and hereby waives any right granted by COGCC rule to comment on said Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 ("Application for Permit to Drill").

(c) Owner shall not oppose Company in any agency or governmental proceedings, including but not limited to the COGCC, County, City or local government, or other governing body proceedings, related to Company's operations on the Property, including but not limited to drilling, workovers, well deepenings and recompletions, provided that Company's position in such proceedings is consistent with this Agreement.

(d) COGCC Rule 603a2 requires that the well location be 150 feet from a property line. Owner understands that that the above captioned well location falls outside of said drilling area and consents to said location as planned. Owner hereby waives any requirements to comply with the COGCC rule 603a2 for the above captioned well(s).

9. Owner expressly acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of Company to accommodate Owner's use of the surface of the Property, existing or future, and waives any statutory or common law claim to the contrary.

10. Owner hereby:

(a) AGREES [] to allow the Colorado Division of Wildlife to enter upon the Property for the purpose of inspecting wildlife habitat; and,

(b) CONSENTS [] to the inclusion of site-specific conditions of approval, stipulations, or restrictions related to wildlife habitat protection or mitigation in the COGCC permit(s) for the designated Well.

(c) CONSENTS [] to an archeological survey if necessary to obtain a permit to drill.

(d) CONSENTS to a cultural resource investigation only if absolutely required by the Bureau of Land Management (B.L.M.).

11. Owner agrees to include a note on any annexation, subdivision plat, planned unit development or other land use designation for which Owner may apply to put successors or assigns on notice that the Property is subject to this Agreement. Company may also record this Agreement or a Memorandum thereof.

12. In construing this Agreement, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement than any other party.

13. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado, subject to the right of either party to remove a matter to federal court.

14. Each of the undersigned principals of the parties represents and warrants that such person has the requisite corporate or legal authority to bind the respective parties to this Agreement.

15. Concerning any matter relating to the Operations, Owner may contact:

Operator: Carrizo Niobrara, L.L.C.
Person to Contact: Scott Hudson
Address: 500 Dallas Street, Suite 2300
Houston, Texas 77002
Phone Number: 713-328-1000
Fax: 713-328-1060
Email Address: scott.hudson@crzo.net

Handwritten signature and initials, possibly 'TLD', in black ink.

16. This Agreement shall extend to, bind and inure to the benefit of, Owner and Company, and their respective heirs, personal representatives, successors and assigns. Owner will disclose easement information to any purchaser for value.

17. This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Company's leasehold estate expires or is terminated, and Company has plugged and abandoned the Well and conducted reclamation in accordance with this Agreement and applicable COGCC rules and regulations, except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

18. It is fully understood and acknowledged by Company and Owner that this Release is for the construction of three (3) pads upon the Lands. Should Company elect to construct additional pads, production facilities, including, but not limited to, pumping units, tanks, heater/treaters, separators and emission control units on said Land, Company and Owner shall negotiate and be compensated at the then prevailing rate at the time as such future construction, but not less than the compensation received related to this agreement.

19. Within sixty (60) days of the termination of this Agreement Company shall commence and pursue with diligence operations to restore the Property to as near a condition as existed prior to the effective date of this Agreement as is practicable. In addition to the restoration requirements imposed by any state or federal regulatory have jurisdiction, and unless otherwise agreed by Owner, such restoration shall include the removal of all equipment, the removal of all access roads, the filling of any pits or excavations, and the reseeded of the Property with native grasses. In the event Company fails to timely commence (as is defined above) with the restoration of the Property, Owner may commence with said restoration and Company shall be directly and solely liable for any and all costs incurred by Owner in connection with such restoration.

20. In the event Owner considers that Company has not complied with all its obligations hereunder, both express and implied, Owner shall notify Company in writing, setting out specifically in what respects Company has breached this Agreement. Company shall then have sixty (60) days after receipt of said notice within which to meet the breaches alleged by Owner. The service of said notice shall be precedent to the bringing of any action by Owner for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Company. In the event Company, within the sixty (60) day period, fails to meet any breach alleged by Owner to Owner's satisfaction, then, notwithstanding anything herein to the contrary, Owner may seek any remedy allowed by law, including but not limited to injunctive relief and / or termination of this Agreement. In the event this Agreement is terminated in accordance with this provision and / or under order from any court having authority, then Company agrees that Company shall, no later sixty (60) days post the effective date of said termination, commence and pursue with diligence the restoration of the property in a manner consistent with provision 19 above.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of July, 2015.

OWNER:


Denis Bringelson

COMPANY:

CARRIZO Niobrara, L.L.C.

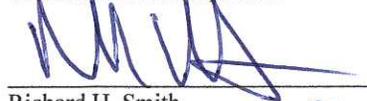
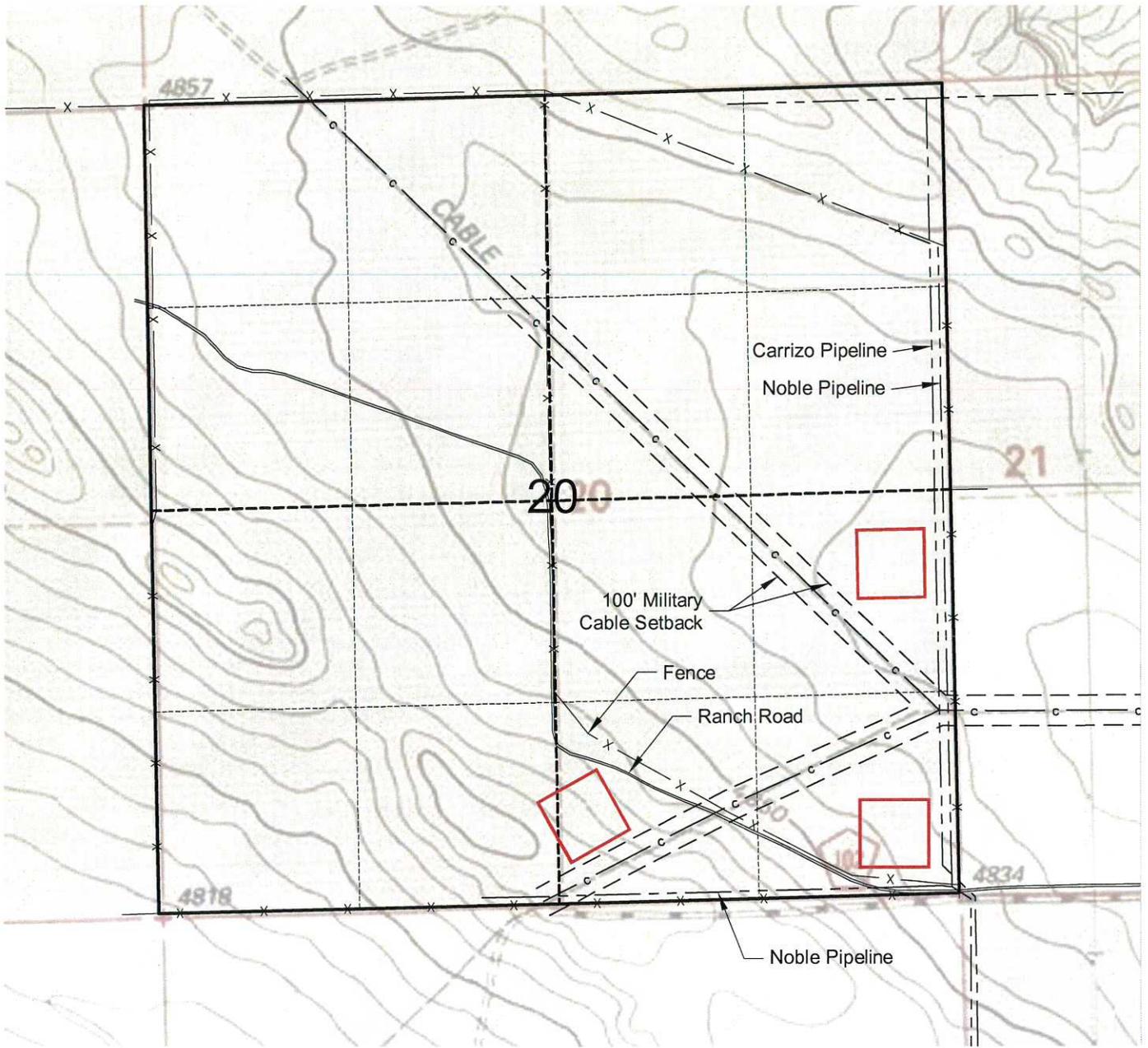

Richard H. Smith DK
Vice President - Land

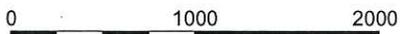
EXHIBIT 'A'



DWG: G:\GEO SURV\Weld\North\Carrizo_110004\Wellplots\Bringelson_S20_Fed_Pada\Bringelson_Fed_Pada.dwg USER: mcastanzo DATE: Jun 09, 2015 11:34am



North



Graphic Scale in Feet
1" = 1000'

**CARRIZO NIOBRARA LLC
BRINGELSON PAD PLANNING**

Section 20 T9N R58W
6th PM Weld County Colorado