

111234

**COLORADO****State Land Board**

Department of Natural Resources

OFFICE USE ONLY

District: _____

AG Lease: _____

Other Leases: _____

TEMPORARY ACCESS PERMIT APPLICATION**APPLICANT INFORMATION:**

Provide name and contact information for main applicant.

Applicant Name (or representative):

Bob Bresnahan

Company or Organization (if applicable):

Crestone Peak Resources

Address:

1801 California Street Suite 2500

City:

Denver

State: Zip Code:

CO**80202**

Phone Number:

303-774-3982

E-mail Address (optional):

bob.bresnahan@crestonepr.com

List all individuals who will be accompanying you during your temporary access. If additional space is required, attach a separate list. For school groups, only include name of class or group.

Additional individuals accompanying applicant during temporary access:

Select if temporary access is related to any of the following user groups.

Select if applicable and provide School, University, or Agency Name:

☐ Colorado K-12 Public School☐ Colorado Public University☐ State Government Agency☐ Federal Government Agency

PROPERTY INFORMATION:

Provide the location of your requested use by Township, Range and Section. If you do not know this information, please contact your local District Office. Attach additional sheet if necessary.

Township:

1 ☒ N ☐ S☐ N ☐ S☐ N ☐ S

Range:

66 ☐ E ☒ W☐ E ☐ W☐ E ☐ W

Section:

36☐☐

County:

Weld☐☐

REQUESTED USE:

Provide a detailed description of your requested use, including proposed points of access, activity on the site, and method of travel (vehicular, horseback, hiking). If necessary, attach additional information or maps to support your request.

Description of requested use:

Crestone will be accessing the property to re-P&A the Bare Spaces 11-36 well (API: 05-123-18955). Entry will be off of WCR 4 and we will require no more than 150' X 150' around the well for a working surface. We will have a workover rig, pick-up trucks, cement trucks water trucks, and any other support services as may be necessary. We anticipate the process taking between 5-7 days and will restore all disturbed lands after our work is completed.

Requested dates for use
(cannot exceed one year):

Begin Date:

8/15/2017

To

End Date:

02/15/2017

By signing and submitting this application, the Permittee agrees to the following provisions as a condition of their use of the property:

1. To the extent allowed by law, Permittee agrees to assume liability for all damages or injuries to the property of the State Land Board ("Board") and to its lessees or other third parties, resulting from acts, omissions or use of the land or rights granted under this permit. Additional liability insurance may be requested.
2. Permittee shall indemnify the Board, to the extent allowed by law, and save it harmless against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s) arising from the conduct or omission of Permittee, including all costs, attorneys fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon.
3. Permittee shall leave the property in the same condition as it was prior to their use. Upon completion of use or access, Permittee agrees to restore said land, if damaged, as determined at the sole discretion of the Board, as near as practicable to its original condition, unless otherwise agreed to in writing by the Board.
4. If required by the Board, the Permittee shall execute a bond at the time this Permit is executed. The bond shall consist of cash, bank certificate of deposit, or other sureties. If the bond is other than cash, the bond must be in a form that will guarantee payment in cash to the Board upon receipt by any bank or insurance company of written demand by the Board, without further condition. The Bond shall guarantee restoration of said land to a native vegetative condition or to such other conditions as may be approved by the Board as well as continued maintenance of the area disturbed and/or for other property damage on said lands. The Board shall keep said bond until the Board is satisfied that the restoration or damage has been corrected as determined at the sole discretion of the Board.
5. No term or condition of this permit shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended. This permit grants no rights to renew or extend and does not grant renewal rights under CRS §36-1-118.
6. Permittee shall strictly comply with all applicable federal state, and local laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
7. Colorado law, and rules and regulations issued pursuant thereto, shall be applied.
8. A consideration fee may be assessed for temporary access. The fee determined by the Board is non-negotiable and must be paid within one week of approval and/or prior to any access of the property. If payment is not received within this time frame, the document is terminated.

SIGNATURE:

The Applicant declares that all information provided on this form and submitted attachments are to the best of their knowledge true and complete. Furthermore, the applicant agrees to abide by the provisions listed on this form, and acknowledges that additional conditions, including consideration fees and bonding requirements, may be imposed.

Bob Bresnahan

Name

Surface Land Negotiator

Title



Signature

08/01/2017

Date

Document is not valid without authorized signature of the Board of Land Commissioners. Once signed by an authorized representative of the Board, this application shall become the Temporary Access Agreement. All terms are binding on the applicant.

FOR OFFICE USE ONLY:

DATE(S) AUTHORIZED FOR TEMPORARY ACCESS: 8/15/17 TO 2/15/18

CONSIDERATION FEE? ☐ YES (ENTER AMOUNT: \$ _____) ☒ NO

BOND REQUIRED? ☒ YES (ENTER AMOUNT: \$ 100,000) ☐ NO

LIABILITY INSURANCE? ☒ YES (ENTER AMOUNT: \$ _____) ☐ NO

ADDITIONAL CONDITIONS:

This access permit is to reenter and plug the Bare Spaces 11-36 well. Access for this property will be allowed in stages. Stage 1 operator has permission from the SLB to to search for this well using foot and UTV/ATV travel with a metal detector

and hand shovel. After locating the well an onsite consultation will be conducted with the SLB to agree on a plan for Stage 2 which include plugging and reclamation operations



STATE LAND BOARD SIGNATURE

8/1/17

APPROVAL DATE