



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):

Erin Mathews

Company or Organization (if applicable):

Mallard Exploration

Address:

1400 16th Street, Suite 300

City:

Denver

State: Zip Code:

CO

80202

Phone Number:

720-543-7959

E-mail Address:

emathews@mallardexploration.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:

Taylor Heffner (Phoenix Resources)

Jason Eisenach (Phoenix Resources)

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:

Application is hereby made across the following state lands. If you do not know this information, please contact your local District Office. Attach additional sheet, if necessary.

Number of Acres	Legal Description	Section	Township	Range	County
640	16-08N-60W	16	8N	60W	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:

Requesting temporary access to perform work associated with well bore remediation on the BUCHER-STATE #1 (05-123-07357) and STATE #H (05-123-14093) wells.

Requested dates for use
(cannot exceed one year):

Begin Date:

11/24/2020

To

End Date:

11/24/2021

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

1. Liability for claims or injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and the risk management statutes, C.R.S. § 24-30-1501 et seq., as amended. 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, CRSS24- 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.
2. Permittee assumes all liability arising from the use, occupation or control of the Property by Permittee under this permit. This assumption includes, but is not limited to, liability for all personal injuries (including death) and environmental and property damage and destruction. Permittee agrees to defend, indemnify and hold harmless the State Land Board ("Board") from and against any and all liabilities, losses, damages, liens, expenses, claims, demands, debts, obligations, fines, penalties, suits or actions, judgments, and costs of any kind whatsoever arising from the use, occupation or control of the Property, caused by any act, omission or neglect of Permittee, or Permittee's employees, agents, guests, invitees, contractors or assigns. Permittee further agrees to indemnify the Board for any costs, including costs of suit and fees for consultants, experts, and attorneys, incurred by the Board in terminating or canceling, enforcing obligations or defending itself against any matter arising under this permit caused or permitted by Permittee or Permittee's employees, agents, guests, invitees, contractors or assigns. This provision shall survive termination, cancellation or relinquishment of this permit and any cause of action by the Board to enforce it shall not be deemed to accrue until the Board's actual discovery of said liability, claim, loss, damage, or exposure. This indemnity is in addition to any other indemnity provided for in this permit. Permittee will not be responsible for any liability caused by persons granted other uses of the Property by the Board.
3. Permittee, at its sole cost and expense, shall during the entire term of this permit procure, pay for and keep in full force and effect an occurrence based general liability insurance policy from an insurance carrier licensed to do business in Colorado, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Permittee, at its sole cost and expense, shall during the entire term of this permit procure, pay for and keep in full force and effect a property insurance policy from an insurance carrier licensed to do business in Colorado covering all insurable improvements owned by the State Land Board located on the Property in an amount not less than necessary to cover the replacement cost. All policies shall name the Board as an additional insured, shall provide that the coverage is primary and noncontributory over any other insurance coverage available to the Board, its agents and employees and shall include a clause waiving all rights of recovery, under subrogation or otherwise against the Board, its agents and employees. Failure to buy and maintain the required insurance is a default of this permit. Before starting work under this permit, Permittee shall, at the Board's request, furnish a certificate of liability insurance, referencing the lease number and reflecting the above requirements. The Board may alter any requirements of this section to meet the requirements of the Colorado Governmental Immunity Act or any requirements determined by the Colorado Office of Risk Management.
4. 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.
5. 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 letter of credit, 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.
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:

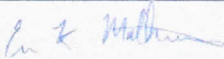
The Applicant declares that all information provided on this form and submitted attachments are to the best of their knowledge true and complete. Furthermore, the applicant agrees to abide by the provisions listed on this form, and acknowledges that additional conditions, including consideration fees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

Erin Mathews

Name

VP of Development

Title



Signature

11/23/2020

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: 12/1/2020 TO 11/23/2020

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

BOND REQUIRED? ☒ YES (ENTER AMOUNT: \$ 100,000.00) ☐ NO

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

ADDITIONAL CONDITIONS:

See attached documents

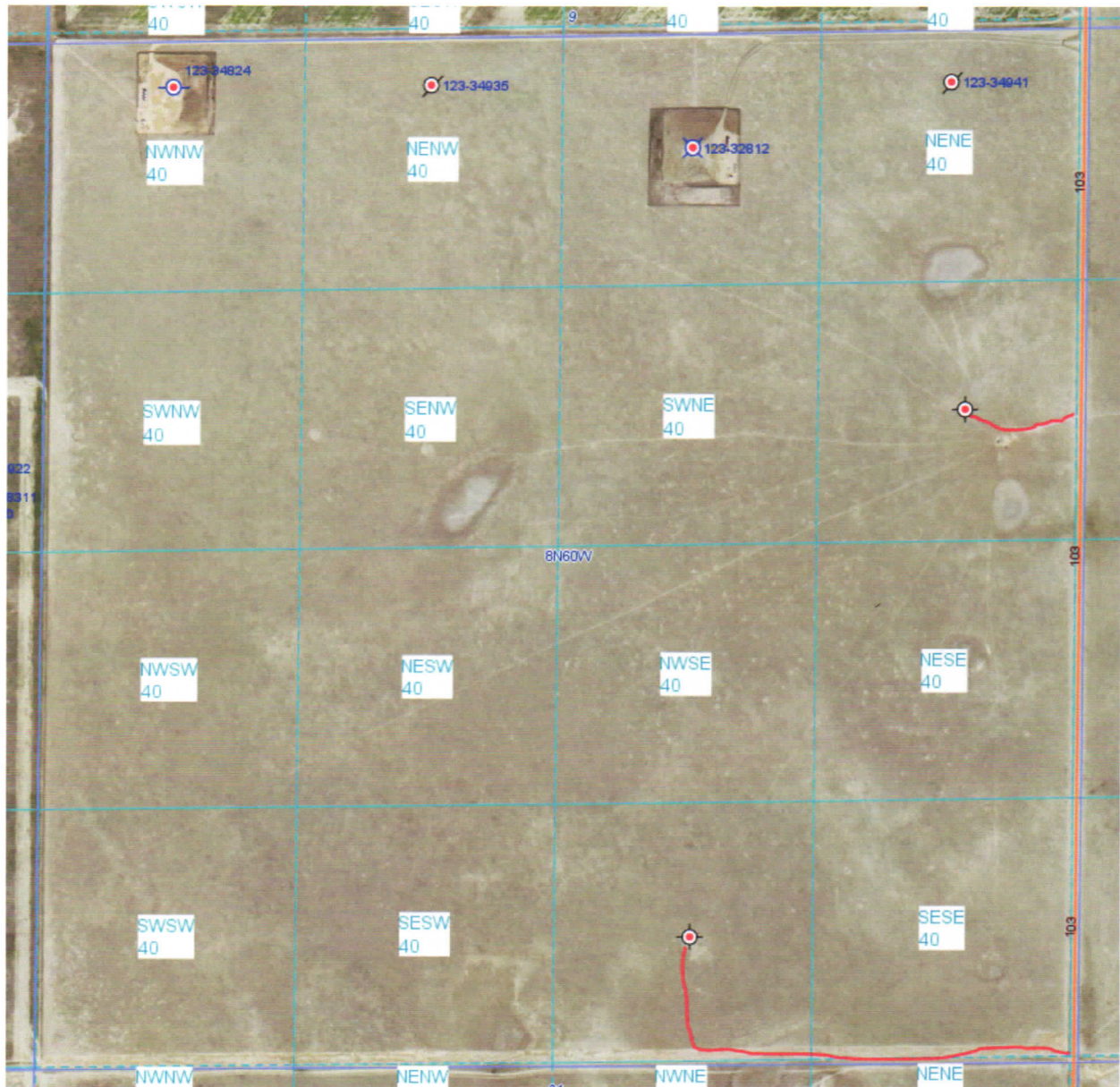


STATE LAND BOARD SIGNATURE

12/1/2020

APPROVAL DATE

Access Route



Approved access is highlighted in red for each well.

December 1, 2020

State Board of Land Commissioners
Attn: Steve Freese
1127 Sherman Street, Suite 300
Denver, CO 80203

Re: Request to Access State Land
Bucher-State #1 Well, 8N-60W-16
API: 05-123-07357
Lat/Long: 40.656815/-104.093842

Dear, Mr. Freese,

Mallard Exploration LLC would like to request permission to use the surface location of the Bucher-State #1 ("Well") in order locate and plug said well.

Mallard Exploration LLC intends to locate, re-enter and re-plug the Well, in accordance with the DJ Basin Horizontal Offset Policy, as set forth by the Colorado Oil and Gas Conservation Commission ("COGCC").

The Well will be plugged in accordance with temporary access permit rights granted by the State of Colorado. A 75' x 75' area surrounding the possible location of the Well as indicated by the Lat/Long above, will be designated as the disturbance area. Once the Well is located a 100' x 100' disturbance area will be designated as the pad location for plugging operations. If the well cannot be located within the 100' x 100' disturbance area the Mallard Exploration LLC will cease operations and contact the State Land Board to discuss further efforts to locate the well.

The Well has been located and was duly identified during out field consult. The State Land Board's requirements and recommendations will be fulfilled prior to Well re-entry. So long as you find this location access satisfactory, please sign and return the attached acknowledgement. If you have any questions, please do not hesitate to call or email me.

Sincerely,

Erin Mathews, PE

A handwritten signature in blue ink, appearing to read "Erin Mathews".

VP of Development
Mallard Exploration
1400 16th St. Suite 300, Denver, CO 80202

I hereby acknowledge receipt of the satellite photo depicting the potential location, and observed the field staking location, of the Bucher-State #1 well in Section 16, 8N-60W. I find the location to be satisfactory and approve of the well to be re-entered and plugged.

Steve Freese

Mineral Field Technician, Colorado State Board of Land Commissioners

By: _____



Date: _____

12/1/2020

December 1, 2020

State Board of Land Commissioners
Attn: Steve Freese
1127 Sherman Street, Suite 300
Denver, CO 80203

Re: Request to Access State Land
State #H Well, 8N-60W-16
API: 05-123-14093
Lat/Long: 40.664225/-104.088682

Dear, Mr. Freese,

Mallard Exploration LLC would like to request permission to use the surface location of the State #H Well ("Well") in order locate and plug said well.

Mallard Exploration LLC intends to locate, re-enter and re-plug the Well, in accordance with the DJ Basin Horizontal Offset Policy, as set forth by the Colorado Oil and Gas Conservation Commission ("COGCC").

The Well will be plugged in accordance with temporary access permit rights granted by the State of Colorado. A 75' x 75' area surrounding the possible location of the Well as indicated by the Lat/Long above, will be designated as the disturbance area. Once the Well is located a 100' x 100' disturbance area will be designated as the pad location for plugging operations. If the well cannot be located within the 100' x 100' disturbance area the Mallard Exploration LLC will cease operations and contact the State Land Board to discuss further efforts to locate the well.

The Well has been located and was duly identified during out field consult. The State Land Board's requirements and recommendations will be fulfilled prior to Well re-entry. So long as you find this location access satisfactory, please sign and return the attached acknowledgement. If you have any questions, please do not hesitate to call or email me.

Sincerely,

Erin Mathews, PE



VP of Development
Mallard Exploration
1400 16th St. Suite 300, Denver, CO 80202

I hereby acknowledge receipt of the satellite photo depicting the potential location, and observed the field staking location, of the State #H Well in Section 16, 8N-60W. I find the location to be satisfactory and approve of the well to be re-entered and plugged.

Steve Freese

Mineral Field Technician, Colorado State Board of Land Commissioners

By: 

Date: 12/1/2020