



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 80238

Phone Number:

720-369-0432

E-mail Address:

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:

Ensign	Robert Samples
M&M	Other subcontractors not yet id'd.
Eddie Releford	

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

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

<input type="checkbox"/> Colorado K-12 Public School	_____
<input type="checkbox"/> Colorado Public University	_____
<input type="checkbox"/> State Government Agency	_____
<input type="checkbox"/> 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
20	Parcel: 1977-00-0-00-217	34	4S	65W	Arapahoe

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:

We will be accessing the locatin to re plug and abandone the Sun-State 1 oil & gas well. We will need to expand existing access to allow for larger trucks and rig access. Upgrade existing road and construct temporary road to wellhead location. Mat the surface of the location and move in rig for P&A operations. We will reclaim all lands when completed and spread any added roadbase onto the existing access road evenly. See attached aerials.

Requested dates for use
(cannot exceed one year):

Begin Date:

May 7, 2021

End Date:

July 7, 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, 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.
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.

Bob Bresnahan
Name

Surface Landman Advisor
Title

Bob Bresnahan
Signature

4.27.2021
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 May 7, 2021 TO July 7, 2021

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

BOND REQUIRED? YES (ENTER AMOUNT: \$ _____) NO

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

ADDITIONAL CONDITIONS:

Please ensure that Entravision (contact Mr. Rick Hunt) is kept informed of your intended timeline and work schedule on this project.

Willie Work
STATE LAND BOARD SIGNATURE

4.27.2021
APPROVAL DATE

Sun-State 1

Well location. Total area to be used is appx. 220' x 400', which includes 119' x 180' for rig layout. Only 12' around wellhead is to be ground removal, all other disturbance is on top of existing ground. Reclaim pad to original

From Intersection of S.Watkins Rd & E Yale Ave., West 2.8 miles, South Into
E Yale Ave

Access Road

Sun-State 1

New access road to be constructed. Remove and reclaim when completed.

