

114216



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):

Edward Doka

Company or Organization (if applicable):

Summit Oil & Gas

Address:

P.O. Box 983038

City:

Park City

State: Zip Code:

UT

84098

Phone Number:

817-223-7512

E-mail Address:

ed@s-companies.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:

Uintah Engineering & Surveying

Sheldon's Contracting Services

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
5	SWSE	36	8N	59W	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:

Access requested to Re-Enter the wellbore of the State #1 well, API# 05-123-05448. We will access the wellsite from southern private property to reduce surface impact. We will re-abandon the State #1 as required by the COGCC offset well mitigation rules. Additionally will remove all trash and any identified discarded equipment associated with the State #1. All reasonable efforts will be made to minimize surface impact.

Requested dates for use
(cannot exceed one year):

Begin Date:

9/24/2021

End Date:

To 11/10/2021

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.

Edward Doka

Name

Vice President of Land

Title



Signature

9/23/2021

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 9/24/21 TO 9/24/22

ACCESS CONSIDERATION FEE (IF APPLICABLE) ENTER AMOUNT: \$ 0.00

ADDITIONAL CONDITIONS:

Operator must contact AG lessee Lendyl Walker prior to access. The phone numbers on file are 970-437-5422 and 970-580-3457. If you are unable to get a hold of Mr. Walker you must reach out to the State Land Board for additional requirements prior to access. Operator will be responsible for all reclamation and reseeding of any disturbance until final reclamation is approved by the State Land Board.


STATE LAND BOARD SIGNATURE

9/24/21
APPROVAL DATE