



118140

# COLORADO

## State Land Board

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):

Company or Organization (if applicable):

Address:

City:  State:  Zip Code:

Phone Number:  E-mail Address:

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:

<input style="width: 95%;" type="text" value="Avery Land Services"/>	<input style="width: 35%;" type="text"/>
<input style="width: 95%;" type="text" value="Hurricane Air &amp; Swabbing Services"/>	<input style="width: 35%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 35%;" type="text"/>

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 style="width: 100%;" type="text"/>
<input type="checkbox"/> Colorado Public University	<input style="width: 100%;" type="text"/>
<input type="checkbox"/> State Government Agency	<input style="width: 100%;" type="text"/>
<input type="checkbox"/> Federal Government Agency	<input style="width: 100%;" type="text"/>

#### 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
1.75	SW/4SW/4	16	11	61	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:

Bison intends to locate the abandoned wellbore, excavate the ground where the well is buried, bring the cut surface casing back up to surface by welding new 8-5/8" casing to the casing stub. Bison will then move in a workover rig to drill out the existing cement plugs inside the surface casing and at 900'. We will verify the depth of where the production casing was original cut and will then pump a new cement plug over the casing stub to provide additional isolation to the shallow water zones. Next, we will pump a new cement plug fully covering and isolate the base of the Fox Hills formation, the plug will be tagged once the cement has set to verify isolation of the formation. Finally, we will pump a continuous plug from 250' back up to surface to provide complete isolation of the surface casing shoe. After the final plug has been pumped to surface, we will rig down and move out from the location. After at least 7 days we will return to the location and will verify isolation through a bubble test. Once the test is complete, we will cut the casing below surface, will weld a new cap to the casing and will re-bury the well.

Requested dates for use  
(cannot exceed one year):

Begin Date:

4/15/2026

End Date:

To 6/15/26

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.

BRIAN AMSBERRY  
Name

SURFACE LANDMAN  
Title

*Brian Amberry*  
Signature

3/17/26  
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 4/1/26 TO 7/1/26

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

ADDITIONAL CONDITIONS:

Notify Burnett Land and Livestock 307-631-9901 prior to access. Prior to reclamation contact land Board for seed mix and plan.

*[Signature]*  
STATE LAND BOARD SIGNATURE

3/18/26  
APPROVAL DATE

# STATE #1

PROPOSED ACCESS ROAD MAP

## Legend

- Approximate Operations Area
- Proposed Access Route
- STATE #1

