



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):

Allison Schieber

Company or Organization (if applicable):

Verdad Resources LLC

Address:

1125 17th Street Suit 550

City:

Denver

State: Zip Code:

CO

80211

Phone Number:

720-845-6909

E-mail Address:

aschieber@verdadresources.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:

Jason Eisenach (Verdad Company Man)

Austin Bruncharbt (Bholer Well Services)

Chris Hizhniak (Bholer Well Services)

Justin Horn (Bholer Well Services)

EJ Chavez (Bholer Well Services)

David Butler (Bholer Well 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
1280	ALL	36	10N	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:

Verdad Resources 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 the lease rights granted by the State of Colorado. A 200' x 200' area surrounding the surveyed location of the Well, will be designated as the disturbance area. This well has been located by a 3rd party survey company and an initial on site visit was held with Verdad's Alex Waner and SLB representative Stee Freese.
Upon review of oil and gas lease no. OG 71/211-S, Verdad Resources has determined that there are not biologic lease stipulations (Operators responsibility to verify) associated with the mentioned lease. However, Verdad Resources intends to accommodate any timing or location issues that may affect its plugging operations.

Requested dates for use
(cannot exceed one year):

Begin Date:

06/09/2023

End Date:

To 12/19/2023

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.

Allison Schieber	Senior Regulatory Analyst
Name	Title
<i>Allison Schieber</i>	06/09/2023
Signature	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 6/9/23 TO 11/30/23

ACCESS CONSIDERATION (IF APPLICABLE) ENTER AMOUNT: \$ 0

ADDITIONAL CONDITIONS:

This permit will be attached to the blanket bond Verdad holds w/ the State Land Board. Verdad must contact Lendyl Walker (Ag tenant) 970-580-3457 prior to surface access. Verdad is responsible for reclamation of any disturbance caused by operations related to this permit.

	<u>6/9/23</u>
STATE LAND BOARD SIGNATURE	APPROVAL DATE

Page 2 Additional individuals accompanying applicant during temporary access:

Brandon Colerick (Bholer Well Services)						
Shawn Conde (Bholer Well Services)						
Gerald Bacca (Bohler Winch trucks)						
Fluid Pro						
Fluid Pro Winch trucks						
water Daily Trucking						
Restrooms Rival						
KLX						
Mesa Flowback						
Cross Energy						
Acme Hydro Vac						

May 26, 2023

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

Re: Request to access State land
State 1 well, NESW 36-10N-59W
API 05-123-07276

Dear Mr. Freese,

Verdad Resources would like to request permission to use the surface location of the State 1 ("Well") in order locate and plug said well.

Verdad Resources 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 the lease rights granted by the State of Colorado. A 200' x 200' area surrounding the surveyed location of the Well, will be designated as the disturbance area. This well has been located by a 3rd party survey company and an initial on site visit was held with Verdad's Alex Waner and SLB representative Stee Freese.

Upon review of oil and gas lease no. OG 71/211-S, Verdad Resources has determined that there are not biologic lease stipulations (Operators responsibility to verify) associated with the mentioned lease. However, Verdad Resources intends to accommodate any timing or location issues that may affect its plugging operations.

Enclosed please find a satellite photo depicting the potential location of the State 1 well located in Section 36, 10N-59W. A surveyed plat will be provided once it has been completed by the survey company. Please let us know if you would like to set up a consult to view the pad site. Should you find the location satisfactory, please sign and return the attached acknowledgement. If you have any questions, please do not hesitate to call or email me.

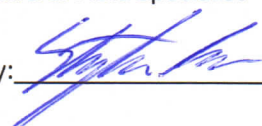
Sincerely,

Allison Schieber
Senior Regulatory Analyst
Verdad Resources
720-845-6909
aschieber@verdadresources.com

I hereby acknowledge receipt of the satellite photo depicting the potential location of the State 1 well in Section 36, 10N-59W. I find the location to be satisfactory and approve of the well to be re-entered and plugged.

Steve Freese
Mineral Field Specialist

By: _____



Date: _____

6/9/23

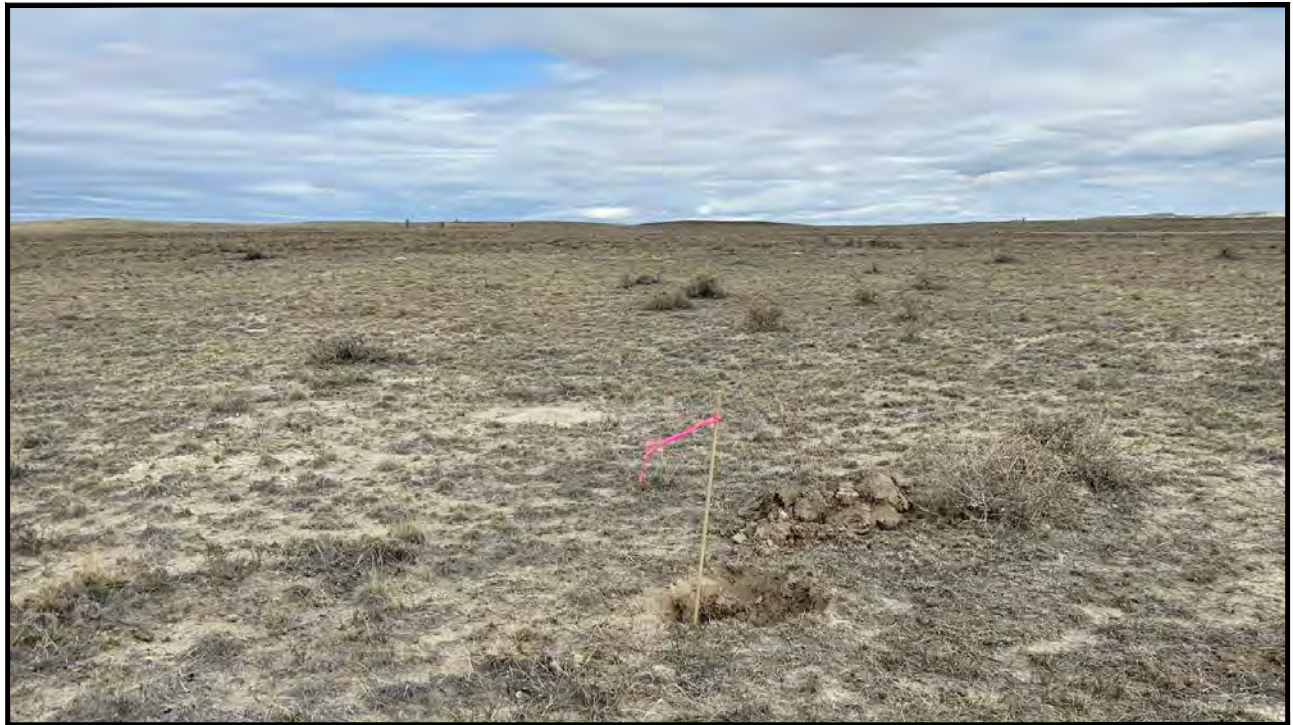


PHOTO: VIEW OF AS-DRILLED LOCATION

CAMERA ANGLE: NORTHERLY



PHOTO: VIEW OF AS-DRILLED LOCATION

CAMERA ANGLE: EASTERLY

VERDAD RESOURCES LLC

STATE #1
NE 1/4 SW 1/4, SECTION 36, T10N, R59W, 6th P.M.
WELD COUNTY, COLORADO

TAKEN BY	D.N., J.C	04-03-23	
DRAWN BY	J.G.	04-04-23	
LOCATION PHOTOS			PHOTO 1



UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017



PHOTO: VIEW OF AS-DRILLED LOCATION

CAMERA ANGLE: SOUTHERLY

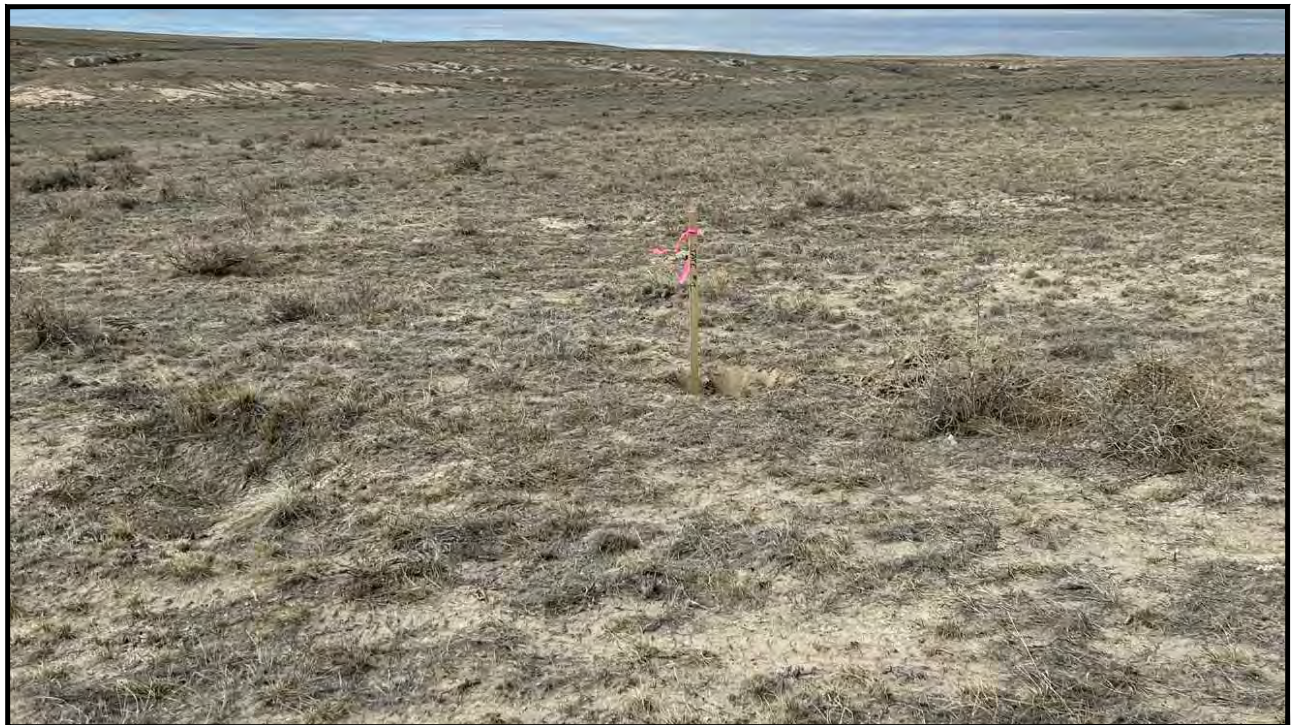


PHOTO: VIEW OF AS-DRILLED LOCATION

CAMERA ANGLE: WESTERLY

VERDAD RESOURCES LLC

STATE #1
NE 1/4 SW 1/4, SECTION 36, T10N, R59W, 6th P.M.
WELD COUNTY, COLORADO

TAKEN BY	D.N., J.C	04-03-23	
DRAWN BY	J.G.	04-04-23	
LOCATION PHOTOS			PHOTO 2



UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017

Well Name	Lat: (NAD 27)	Long: (NAD 27)	Lat: (NAD 83)	Long: (NAD 83)	Section	Township	Range	Qtr./Qtr.	DATE COMPLETED	PDOP	OPERATOR
STATE #1	40°47'35.63" (40.793231°)	-103°55'42.80" (-103.928554°)	40°47'35.58" (40.793218°)	-103°55'44.61" (-103.929058°)	36	T10N	R59W	NE/SW	4/3/2023	1.2	DALLAS NIELSEN





Re: Request for CPW review NESW 36 10N 59W response due 4/22/23

1 message

Marette - DNR, Brandon <brandon.marette@state.co.us>
To: "Freese - DNR, Steve" <steve.freese@state.co.us>
Cc: Troy Florian - DNR <troy.florian@state.co.us>

Thu, Apr 13, 2023 at 9:49 AM

Steve,

Thanks for the clarification. The restriction is Dec 1 to April 30, so the preferred work time period would be May 1 to Nov 30.

Regards,

Brandon B. Marette, CWB®
Northeast Region Energy Liaison and Land Use Coordinator



Direct (303) 291-7327
6060 Broadway, Denver, CO 80216
brandon.marette@state.co.us
CPW's Energy Webpage
CPW's Wildlife Movements Webpage



THINK SAFETY FIRST!



On Thu, Apr 13, 2023 at 9:47 AM Freese - DNR, Steve <steve.freese@state.co.us> wrote:
Brandon,

Thank you for your response. Can you please verify that the timing restriction runs from May 1st to November 30th for the Mule Deer Winter range? That timeframe primarily covers the summer months.

Thank you,

Steve Freese
Minerals Field Specialist
Colorado State Board of Land Commissioners
C 303.905.2808
1127 Sherman Street, Suite 300, Denver, CO 80203
Steve.Freese@state.co.us | www.colorado.gov/statelandboard

On Thu, Apr 13, 2023 at 9:40 AM Marette - DNR, Brandon <brandon.marette@state.co.us> wrote:
Good morning Steve,

Thanks for the opportunity to provide comments for this proposal. I've cc'd the local DWM if he has anything to add to my comments below.

Since this location is located within Mule Deer Severe Winter Range, I would recommend that work occurs outside the winter season (May 1 to November 30), and that the most appropriate deer seed mix (by soil type) is used with landowner approval.

Regards,

Brandon B. Marette, CWB®
Northeast Region Energy Liaison and Land Use Coordinator



LIVE LIFE
OUTSIDE

Direct (303) 291-7327

6060 Broadway, Denver, CO 80216

brandon.marette@state.co.us

[CPW's Energy Webpage](#)

[CPW's Wildlife Movements Webpage](#)



THINK SAFETY FIRST!



On Wed, Mar 22, 2023 at 10:56 AM Freese - DNR, Steve <steve.freese@state.co.us> wrote:

Brandon,

I have an operator interested in re-entering a well to replug it. The disturbance would be temporary and the site would be completely reclaimed once the plugging was complete. Can you please provide any comments or concerns by 4/22/23? As always please feel free to give me a call if you would like to discuss.



Thank you,

Steve Freese

Minerals Field Specialist

Colorado State Board of Land Commissioners

C 303.905.2808

1127 Sherman Street, Suite 300, Denver, CO 80203

Steve.Freese@state.co.us | www.colorado.gov/statelandboard