

**KERR-McGEE ROCKY MOUNTAIN CORPORATION**

1999 BROADWAY, SUITE 3600 • DENVER, COLORADO 80202

RECEIVED

SEP 30 05

COGCC

September 28, 2005

VIA FACSIMILE

PHONE: 303-296-3600  
FAX: 303-296-3601

Mr. Robert E. Temmer  
10691 WCR 25½  
Fort Lupton, CO 80621-9623

**Re: Temmer 16-12 Well**  
**Township 2 North, Range 67 West**  
**Section 12: SE/4SE/4**  
**Weld County, Colorado**

Dear Mr. Temmer:

Thank you for your letter of September 18, 2005. The purpose of this letter is to document our previous conversation on Monday, September 19<sup>th</sup>, when I talked to you about these matters.

As we discussed, Kerr-McGee Rocky Mountain Corporation will delay operations on your lands until the alfalfa is cut or we agree to settle on a dollar amount for crop damages if the crop is still in the field.

I am enclosing a "rough draft" of a Surface Use Agreement, Letter Agreement and Re-Seeding Agreement which contains standard damages paid to surface owners. I will call you next week to arrange a meeting out in the field to discuss these terms.

Sincerely,

KERR-McGEE ROCKY MOUNTAIN CORPORATION



James P. Wason  
Director of Land Denver Basin

JPW/sab

enclosures

cc: Dirk Baysinger  
Steve Lindblom – COGCC

## RE-SEEDING AGREEMENT

This Agreement ("Agreement") is made and entered into September 27, 2005, between Robert E. Temmer, whose address is 10691 WCR 25½, Fort Lupton, Colorado 80621, ("Surface Owner"), and Kerr-McGee Rocky Mountain Corporation ("KMRMC"), with offices at 1999 Broadway, Suite 3700, Denver, Colorado 80202, and covers the following lands (the "Lands") situated in Weld County, Colorado, to wit:

Township 2 North, Range 67 West, 6th P.M.  
Section 12: SE/4SE/4

1. Promptly after execution of this Agreement by all the parties hereto, KMRMC shall pay to Surface Owner One Thousand Five Hundred Dollars (\$1500.00) (the "Payment").

2. From and after the date of this Agreement, Surface Owner hereby assumes full responsibility for all obligations, costs, risks and expenses necessary for the proper re-seeding of the drillsite location to the Temmer 16-12 well located on the Lands (the "Obligations") and hereby saves and hold harmless KMRMC, its successors and assigns, from and against all claims, demands, suits, loss, injuries, cost, risk, liability and expense, including, without limitation reasonable attorney's fees, incident to, arising out of, or resulting from the Obligations.

3. Acceptance of the Payment by Surface Owner shall be full and final settlement of the Obligations with respect to KMRMC.

4. The parties hereto shall keep the terms of this Agreement confidential and shall not disclose such terms to any person, except as may be necessary for the proper enforcement of any provision hereof, and agree that this Agreement shall not be placed of record.

5. In the event that KMRMC is required to retain legal counsel to litigate any provision of this Agreement, it is specifically agreed that should KMRMC prevail, Surface Owner shall be responsible for all costs to KMRMC of any such litigation, including reasonable attorney's fees.

6. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

**Surface Owner**

**Kerr-McGee Rocky Mountain Corporation**

By: \_\_\_\_\_  
Robert E. Temmer  
Surface Owner

By: \_\_\_\_\_  
James P. Wason  
Attorney-in-Fact

## LETTER AGREEMENT

This Letter Agreement is entered into this 27<sup>th</sup> day of September, 2005, by and between Robert E. Temmer, whose address is 10691 WCR 25½, Fort Lupton, Colorado 80621, ("Surface Owner," whether one or more), and Kerr-McGee Rocky Mountain Corporation, a Delaware corporation ("KMRMC"), with offices at 1999 Broadway, Suite 3700, Denver, Colorado 80202, in conjunction with that certain Easement and Surface Use Agreement, dated September 27, 2005, by and between Surface Owner and KMG covering certain lands (the "Lands"), situated in Weld County, Colorado, described as follows:

Township 2 North, Range 67 West, of the 6th P.M.  
Section 12: SE/4SE/4

1. Compensation for Operations; Release of All Claims

KMRMC shall pay to Surface Owner the sum of Two thousand Five hundred dollars (\$2500.00) on or before the spud date of each well that may be drilled on the Lands, which shall be a one time payment per well as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or crops growing thereon that may occur as a result of KMRMC's drilling and completion operations or continuing activities for the production or transportation of oil or gas including, without limitation, ingress to, egress from, and construction, use, maintenance, repair, replacement, and monitoring of wells, locations, equipment, mud and reserve pits, separators, tank batteries, pipelines, gathering lines, flowlines and any and all other reasonable and customary uses of land related to said operations and activities.

2. Non-Disclosure Statement

Surface Owner hereby agrees to the terms and provisions of this Letter Agreement and agrees not to disclose any of the terms contained herein to any third party. Surface Owner understands that this Letter Agreement shall not be recorded.

3. Additional Provisions

- A) Restoration of the Lands shall commence as soon as practicable after drilling and completion activities are concluded. The Lands shall be restored as close as reasonably practicable to their condition when KMRMC first commenced operations on them.

This Letter Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

The parties hereto have executed this Letter Agreement as of the day first above written.

**Surface Owner**

**Kerr-McGee Rocky Mountain Corporation**

By: \_\_\_\_\_  
Robert E. Temmer  
Surface Owner

By: \_\_\_\_\_  
James P. Wason  
Attorney-in-Fact

**EASEMENT, RIGHT-OF-WAY  
and  
SURFACE USE AGREEMENT**

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of the 27<sup>th</sup> day of September, 2005, by and between Robert E. Temmer, whose address is 10691 WCR 25½, Fort Lupton, Colorado 80621, ("Surface Owner," whether one or more) and Kerr-McGee Rocky Mountain Corporation, a Delaware corporation ("KMRMC"), with offices at 1999 Broadway, Suite 3700, Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 67 West, of the 6th P.M.  
Section 12: SE/4SE/4

For and in consideration of the sum of ten dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree to the terms and provisions set forth as follows:

**1. Compensation for Well; Release of All Claims**

KMRMC shall pay to Surface Owner the sum as set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMRMC, dated September 27, 2005, as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMRMC's drilling or completion operations or its continuing activities for the production or transportation of oil, gas, or other hydrocarbons or products associated with the foregoing including, but not limited to, surface use, access, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable or customary uses of land related to said operations or activities.

**2. Grant of Right of Way and Easement**

Surface Owner hereby grants, bargains, sells, assigns and conveys to KMRMC an easement and right-of-way for the purpose of constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines for each well drilled upon the Lands, pipelines, and pipeline interconnections for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil or gas is produced or capable of being produced from any well drilled on the Lands, provided however, no easement or right-of-way is granted across any irrigation circle or which would interfere with any existing improvements.

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

The undersigned have executed this Agreement as of the day first above written.

**Surface Owner**

**Kerr-McGee Rocky Mountain Corporation**

By: Robert E. Temmer  
Surface Owner

By: James P. Wason  
Attorney-in-Fact

STATE OF COLORADO )  
( ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Robert E. Temmer.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

\*\*\*\*\*

STATE OF COLORADO )  
( ss  
CITY AND  
COUNTY OF DENVER )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by James P. Wason, Attorney-in-Fact of Kerr-McGee Rocky Mountain Corporation, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

R &amp; L Temmer

To: Oil & Gas  
AttFrom: RobRe: Onsite

CC:

☒ Urgent☐ Fc☐ Please RecycleLINDAI RECEIVED THIS  
FAX YESTERDAY.IS THIS PERMIT  
ALREADY APPROVED?- STEVE **yes**394-21092005including cover

Attached is Onsite Inspection  
Request.

Thank you!

Robert E. Temmer

Come see me for  
explanation

.....

**Colorado Oil and Gas Conservation Commission (COGCC)**  
**Onsite Inspection Request Form**  
 (Effective for APDs submitted after February 15, 2005)

As the surface owner(s) where a proposed well is being drilled, I/we are requesting that the COGCC conduct an onsite inspection. I/we did not execute a lease nor did I/we execute a surface use or other relevant agreement for the proposed well. I/we understand that good faith consultation with the operator as required under COGCC Rule 306. is required to have occurred prior to making this request to the COGCC to conduct an onsite inspection, and that this onsite inspection request must be received by the COGCC within ten (10) business days of the first day of the Rule 306. consultation.

**Surface Owner Contact Information:**

Name: Robert E. & Lavenia Temmer  
 Address: 10691 Weld County Road 25, Fort Lupton, Co.  
 Telephone No.: 303-857-4384 80621  
 Cell Phone No.: 303-717-1796

**Well Operator and Location Information:**

Operator: Kerr-McGee Rocky Mountain Corporation  
 Well Name: Temmer 16-12  
 Location: SESE 12 2N 67W  
 Quarter/Quarter Section Township Range  
 County: Weld

First date Rule 306. consultation occurred: March & August, 2005 meetings - However

I was not consulted in good faith. I was never asked my preferred location for the well.

Proposed two (2) dates for the COGCC onsite consultation (must be within thirty (30) days of the request)  
 1st date September 22, 2005 2nd date September 29, 2005.

I would prefer to have a representative of the appropriate Local Government (COGCC Local Governmental Designee) invited to attend the onsite inspection? yes ☒ no

Briefly describe the unresolved issues related to the proposed well (The onsite inspection shall not address matters of surface owner compensation, property value diminution, future use of the property or any private party contractual issues between the operator and the surface owner.)

The proposed well is in the middle of our hay field. A location at the edge of the field will cause less damage and will provide better access to the County Road. \*

Signature(s) Robert E. Temmer Date 9/20/2005

Lavenia Temmer 9/20/05

Please fax or first class mail this request for an onsite inspection to:

Colorado Oil and Gas Conservation Commission  
 Attn: Permit Supervisor  
 1120 Lincoln Street Suite 801  
 Denver, CO 80203  
 FAX (303) 894-2109

\* The representative of Kerr-McGee did not ask where I would like the well, just stated that I could pay to have them directional drill if it was moved. Essentially, I was told that is where it is going whether you like it or not.

Oct. 28, 2005

Post-it™ Fax Note	7671	Date: 10/30/05	# of pages: 1
To: Steven Lindblom		From: Robert Temmer	
Co/Dept: Oil & Gas		Co:	
Phone #: 303-894-2100 Ext. 114		Phone #: 303-857-4354	
Fax #: 303-894-2109		Fax #: 303-857-6515	

Mr. Steven Lindblom  
Colorado Oil & Gas Conservation Commission

Re: Onsite Inspection Request  
dated 9/20/05  
For Temmer 16-12 Well  
SE SE 12 2N 67W  
Weld County, Co.

Dear Mr. Lindblom:

This note is to request that the referenced Onsite Inspection Request be withdrawn. I have met with Mr. Wason of Kerr-McBee and agreed to a new location for the proposed well. The meeting took place on October 6, 2005. Since that time surveyors have come out and marked the location we agreed to. Therefore, there is no longer a need for the Onsite Inspection.

I understand that a new application for a permit will have to be filed for the new location. I would appreciate it, if the processing of that application could be expedited.

Thank you for all of your help.

Copy: James Wason

Robert C. Temmer  
303-857-4384



**Dillon,David**

**From:** Macke, Brian  
**Sent:** Friday, August 15, 2003 8:52 AM  
**To:** Griebing, Richard; Bell, Morris; Beaver, Tricia; Kerr, Thom; Pavelka, Linda; Adkins, Jaime; Dillon,David; DiMatteo, Ed; Krabacher, Jay; Weems, Mark; Duran, John; Robbins, Larry; Shelton, Dave; Lively, Kevin; Binkley, Ed; Baldwin, Debbie; Avis, Loren; Ferguson, Randall; Chesson, Robert  
**Cc:** Carol Harmon (E-mail)  
**Subject:** Rule 306 Consultation Complaint Response APD Process

To all -

There have recently been some Rule 306 consultation complaints on the west slope that have raised questions about how we process APD's that are subject to a consultation complaint. An internal meeting was conducted on July 25 to clarify the process.

The following is a summary of the conclusions from the July 25 meeting about Rule 306 Consultation Complaints. One important thing to note is that if there is a false statement regarding a Rule 306 complaint on an APD, the matter will be subject to investigation and follow up enforcement if necessary (see #3 below). During the investigation and follow up enforcement, the APD will be placed on hold until the outcome of the enforcement action. APD's in this category will only be withdrawn by staff in the Denver office, if necessary, after the outcome of the enforcement action.

1. If there is a Rule 306 Consultation complaint, regardless of whether or not the permit has been issued, staff will investigate the complaint and issue an NOAV if we believe that there has been a violation, which could be followed up by further enforcement action, including an AOC, if necessary. For example, if an operator has stated on their permit application that they have completed the Rule 306 Consultation, or that it has been waived, and we find after investigating that this has not occurred, the operator would be in violation of Rule 306. The operator would also be in violation if they did not provide the information to the surface owner required under Rule 306(a)(1). It is important to remember that the Rule 306 consultation is strictly to "allow the surface owner or appointed tenant the opportunity to provide comments to the operator regarding preferences for the timing of oil and gas operations and preferred locations for wells and associated facilities" (Quote from Rule 306(a)(2)). The Rule 306 Consultation does not include follow up negotiations between an operator and a surface owner, nor are operators required to agree to surface owners' comments or suggestions.
2. If an investigation finds that there is a false statement made about Rule 306 compliance included in an APD, regardless of whether the APD is pending or has been approved, an NOAV will be issued. If the false statement on the APD is determined to be deliberate, an AOC will be issued as well.
3. If there is a false statement made on a pending APD, the APD will be placed on hold pending the outcome of the enforcement action, including Commission action on an AOC if necessary. Depending on the outcome of the enforcement action, the APD will be processed accordingly (approved, withdrawn, etc.).
4. If there is a false statement made on an approved APD, the APD will be suspended by the operations manager pending the outcome of the enforcement action, including the Commission action on an AOC if necessary.
3. A pending APD that is subject to a Rule 306 Consultation Complaint will not be issued until the complaint is resolved by COGCC staff.

If you have any questions about the directions above, please contact Rich, myself, Morris, Tricia, Thom, or Linda.

08/18/2003

COGIS - WELL Information

Scout Card  [Related](#)  [Insp.](#)  [MIT](#)  [GIS](#)  [Doc](#)  [Wellbore](#)  [Order](#)

Surface Location Data for API # 05-123-23222 Status: XX

Well Name/No:	<a href="#">TEMMER #16-12</a>	(click well name for production)	
Operator:	KERR-MCGEE ROCKY MOUNTAIN CORPORATION - 47120		
Status Date:	8/31/2005 3:23:35 PM	Federal or State Lease #:	
County:	WELD #123	Location:	SESE 12 2N 67
Field:	WATTENBERG - #90750	Footages:	470 FSL 470 FE
DRLG Contr #:		Elevation:	4,840 ft.
Lat:	40.146232	Long:	-104.830947

Wellbore Data for Sidetrack #00	Status: XX	8/4/2005
Spud Date:	N/A	Spud Date is: PLANNED

**Wellbore Permit**

Permit #:	20052746	Expiration Date:	8/30/2006
Prop Depth/Form:	7525	Surface Mineral Owner Same:	N
Mineral Owner:	FEE	Surface Owner:	FEE
Unit:		Unit Number:	

Formation and Spacing: Code: NB-CD , Formation: NIOBRARA-CODELL , Order: 407 , Unit Acreage: 80, Drill L

Casing: String Type: SURF , Hole Size: 12.25, Size: 8.625, Top: , Depth: 850, Weight: 24

Cement: Sacks: 595, Top: 0, Bottom: 850, Method Grade:

Casing: String Type: 1ST , Hole Size: 7.875, Size: 4.5, Top: , Depth: 7525, Weight: 11.6

Cement: Sacks: 200, Top: , Bottom: 7525, Method Grade:

**Wellbore Completed**

Compltn Date:	N/A	Measured PB depth:	
Measured TD:		True Vertical PB depth:	
True Vertical TD:			

Formation	Log Top	Log Bottom	Core
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No additional interval records were found for sidetrack 00.