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April 5, 2017

Sent via email to: Mr. Andy Weygant
Kinder Morgan CO2 Company L.P
andrew_weygant@kindermorgan.com

Andy,

Thanks for meeting us out at our ranch 10 days ago to go over the requested location of a third well and looking at past concerns that we have with Kinder Morgan. I'm sure it took more time than you anticipated, but we appreciate being able to explain and show you some of our concerns. As I commented, Kinder Morgan has not been a good corporate neighbor or a responsible business partner over the past 11 years. We have been verbally told many times by Kinder Morgan employees that many of the below discussed items would be taken care of but there has been absolutely no follow through. We therefore insist that Kinder Morgan fulfill to our satisfaction all of its unfulfilled prior contractual and verbal commitments for damage to our land stemming from Doe Canyon Wells 2 and 5 and the pipeline. Because of our past experience with Kinder Morgan, we will not sign any kind of "release of liability" for any of your past or future work on our property. Kinder Morgan has not shown itself to be trustworthy in its past practices therefore we are strongly opposed to any additional wells on our property.

As a written account of our concerns I am listing damage caused by Kinder Morgan below along with expected remediation prior to any future work on our property:

- 1) Reclamation of the Doe Canyon Well sites 2 and 5 were not completed as per Kinder Morgan's agreement with us and State requirements and now have caused problems with the soil and ground water.

Proposed Solutions

- a. Complete reclamation of well sites 2 and 5. We expect KM to fully comply with the Colorado State Oil & Gas Commission's recommendation for reclamation of sites 2 and 5 as soon as possible.
- b. Annually, test water at the pond just south of well site 5 to insure that this natural underground spring pond is not damaged by the elements discovered to be in the soil and water at site 5.
- c. Grass has never been successful on the well site #2. After complete reclamation of both sites, grass will need to be reseeded and weeds maintained as per the original agreement.
- d. Compensation of \$20,000 for the disruption during the reclamation process.
- e. All reclamation must be completed no later than the end of August 2017 we have a full schedule for all hunting seasons (September-November). Lack of completing by

this date will incur additional expense to Kinder Morgan as I will have to cancel or reschedule all these hunters to the 2018 season. (Approximate loss of \$68,000).

- 2) The installation of the original pipeline destroyed the only water source on the west side of the property (south east of well site #2). This was another natural spring that fed pond on our property that was lost during construction. The Kinder Morgan pipeline cut through the subsurface layer of water that had always flowed to feed the pond. This damage was reported to KM staff numerous times during and after construction of the pipeline and it was promised that KM would come back and restore the spring flow to the pond. This was never done.

Proposed Solution

- a. Kinder Morgan take necessary action and work to restore the permanent flow of the natural spring. Alternatively, should the flow of water to that pond not be able to be restored, Kinder Morgan will compensate us to the loss of this water supply.
- 3) The well site pad creation of well site number 2 and the manifold on the west side of the property (surrounding well site #2) has de-valued the real estate on this 80 acre parcel as well as making it impossible to economically farm the ground. We thought this area would be minimized once the project was completed and restored back to “farmable land” but this was not the case. We have had to resort to renting the 80 acres around the wellsite and manifold out for pasture, which brings in very little annual income; especially when we have to haul water for the livestock due to the lost spring identified in number 2 above. Additionally, Kinder Morgan’s failure to restore the top soil in this area has made it impossible to grow grass on this land for grazing. Noxious weeds continue to be an ongoing issue.

Proposed Solutions

- a. Kinder Morgan follow State Oil and Gas recommendation to reclaim this site properly and take action to restore the top soil to this entire area, plant a mutually agreed upon grass mixture that will restore the land’s value as grazing land and treat weeds annually or more often if needed.
- 4) When Dolores County and Kinder Morgan widened the road on the west side of the property (road 15 area), KM encroached on my property and began parking equipment and trucks on a parcel of land they had no easement for (parcel of about 3-5 acres on the west side of the road). Although I stopped this practice as soon as I became aware of it; the land had been cleared of existing trees and gravel placed there for parking. Now only weeds grow on the parcel and what was once a beautiful building site is unsightly and considerably less marketable. Although promised, no compensation has ever been received for the damage done to that parcel.

Proposed Solution

- a. Kinder Morgan pay us an amount equal to the current value of this property as a buildable site for a single family residence had not trespassed on this part of our property, built the well site, and built the manifold immediately adjacent to it.
- 5) Weeds have not been controlled or maintained as per the agreement and as stated above, are an ongoing issue; not only on the well sites but along the pipeline. Noxious weed seed has now spread to other areas of the ranch.

Proposed Solution

- a. Kinder Morgan take necessary action to control the weeds as per the agreement on an annual basis or more often if needed to control and keep weeds from spreading to other farm areas.
- 6) Kinder Morgan's fire damage that started at the CO2 plant approximately one-half mile south of our land and spread over approximately 100 acres of our land was never satisfactorily compensated. We were verbally told by Mr. Clayton via a phone call when the fire started that Kinder Morgan would pay for *all* damages to the property, trees and land and compensate us if we would allow Kinder Morgan and fire fighters access to our property to fight the fire; this was not done. Not only did many trees die from the fire (pinon, cedar and ponderosa) but several roads were cut through the property so that fire fighters could access the fire to put it out before it reached the BLM. Although an agreement was finally reached, it was far below the actual damage done. We all know that KM can pay attorneys for a much longer time than an individual can afford. This burn area continues to be an eyesore as we did not receive enough in compensation to mitigate the damage and again, weeds have never been controlled or maintained in this area by Kinder Morgan as verbally agreed upon.

Proposed Solution

- a. Kinder Morgan take necessary action to control weeds in the burn area on an annual basis.
- 7) At the time of drilling well number 5, the vibration from the drilling broke two windows at the big house east of the well site. We were told that KM would replace and pay for the windows but again, there was no follow through by KM to compensate for the window breakage.

Proposed Solution

- a. Kinder Morgan pay the full cost of replacing the windows within 15 days of our presentation of the bill to their office.
- 8) Even with dual padlocks and keypads, we are continually being locked out of our own property by KM. This is an annoyance and we have had to either call KM for the new code to the gate or at times our farmer has had to take the gate off of the hinges to get equipment and livestock in/out.

Proposed Solution

- a. When Kinder Morgan employees or subcontractors improperly lock the gates and we have to cut a lock or chain or remove and reinstall a gate KM will pay us \$100 fee. Such payment shall be made to us within two weeks of your receipt of our bill which shall be accompanied by a photo of the improperly locked gate.

It would be impossible for Kinder Morgan to adequately compensate us for the damage caused over the past 10 years and the loss of our unblemished land which has been family owned and loved for so many years. We can no longer accept Kinder Morgan's blatant disregard for our land, the damage you have done to it, and the total disregard for the economic and aesthetic damage you have inflicted on us. All combined these issues have certainly left a bad taste in our mouths towards Kinder Morgan.

We understand that mineral lease agreements signed many years ago gives Kinder Morgan the right to drill a new well on our property, however, our attorney has advised us that your past and current violations of the terms of our mineral lease(s) may be grounds for termination of that lease through legal action. We do not intend to take such action at this time, however since Kinder Morgan has proved to not be trustworthy in what you verbally tell us, we will require all proposed activity to be in writing and approved by us before any action is taken.

Additionally, we oppose any further development by Kinder Morgan under your lease with us until you fully comply with the terms and condition of the existing Surface Use leases and requirements of the Colorado Oil and Gas Commission.

As to the new well site proposed location, we find it unacceptable because of its immediate proximity to the Dolores Canyon Rim. The rim of the Dolores River is unsurpassed for its beauty. Our opposition is both economical and environmental. This is the most valuable and beautiful part of our property. Because your proposed well site is just a few feet from the rim of a canyon where it drops vertically 1600 feet to the river, we believe that there is a very high likelihood that, based on your company's past performance on our land, that you will put at risk not only our land, but also the canyon and river which is BLM and USFS land.

Kinder Morgan's demonstrated disregard for reclamation of our property guarantees that your proposed development will totally destroy this land's value for either farming or future development. As an alternate site, we are proposing the location be just west of the Tri-State electric line along our northern most border with the BLM. Additionally, we insist that the well site be on a much smaller foot print than presented; again to maintain both the ability to continue farming this parcel of land and to reduce the unsightly wellsite.

Sincerely,

s/s Sue McWilliams

cc: Colorado Oil and Gas Commission