

**SURFACE USE AGREEMENT
DC-16 Well**

This Surface Use Agreement ("SUA") is effective the 10th day of December, 2018 ("Effective Date"), between Sue McWilliams ("Landowner"), whose address is 75 Mill Creek Ct., Durango, CO 81301, and Kinder Morgan CO₂ Company, L.P., a Texas limited partnership ("KM"), with an office at 1001 Louisiana Street, Suite 1000, Houston, TX 77002 (each, a "Party" and together, the "Parties").

Landowner owns the surface estate in a tract or tracts of land in Dolores County, Colorado, more particularly described as follows:

Township 40 North, Range 17 West, N.M.P.M.
Section 18: NE, W2SE, Lots 5-10
(the "Property")

KM is the owner of certain rights in one or more oil and gas leases underlying the Property or in oil and gas leases unitized therewith. KM is the operator of the Doe Canyon Unit ("Unit"). The Property is located wholly or partially within the Unit boundaries, and KM has plans to drill the DC-16 well ("Well"), from a surface location on the Property and within the Unit.

KM has the right, privilege, and easement to construct, use, create, relocate, and modify a road or roads, and the right, privilege, and easement to construct, install, operate, maintain, protect, inspect, test, repair, alter, replace, move, remove, change the size of and abandon in place a pipeline or pipelines and flowlines, and the right, privilege, and easement to install communication lines and electricity lines and related apparatus, and the right, privilege, and easement to drill, test, complete, re-complete, rework, re-enter, pump, operate, construct and maintain the Well, the Well location, production facilities, pipelines and flowlines associated therewith.

Landowner and KM have engaged in a discussion of certain aspects of KM's plan for the drilling, completion and operation of the Well on the Property, and the Parties now desire to enter into this SUA principally in order to confirm KM's rights and to clarify KM's plans.

In consideration of the promise by KM to pay a certain sum of money to Landowner (the amount of which is set forth in a separate Letter Agreement) to be paid at the time of commencement of construction by KM in connection with the Well, related roads, pipelines, flowlines, facilities and infrastructure, and in consideration of the covenants contained in this SUA, the Parties agree as follows:

A. Matters Pertaining to Landowner:

1. Damage Compensation. Landowner agrees that the recited consideration constitutes full payment for all surface damages that normally occur to the Property as a result of KM's reasonable operations.
2. Interim and Final Reclamation. KM shall comply with the Colorado Oil and Gas Conservation Commission ("COGCC") Rules and Regulations ("Rules") 1003 and 1004.
3. Landowner Use of Drillsite area. KM will have exclusive and full use of the Drillsite at all times, as defined below and described in Exhibit "A". Landowner shall have use of reclaimed portions of the Drillsite area following interim or final reclamation (as the case may be) for grazing and farming purposes.

4. Landowner Use of Corridors. KM will have full use of the corridors described in Exhibit "A" at all times, together with reasonable access to, over and across the Property to and from said corridors and along and upon the same. Landowner may use said corridors and roads at all times to cultivate, use and occupy the corridor for any purpose consistent with this agreement and which will not interfere with or endanger the Well and related roads, pipelines, flowlines, facilities and infrastructure or the use thereof. Landowner agrees not to construct or place any roadways, buildings, structures or other improvements, ponds, or plant any trees or shrubs upon or under the lands covered by the corridors or unreasonably restrict KM's access to, from, or along and upon the corridors, without KM's prior written consent. KM shall pay Landowner for damages to land, growing crops, livestock, and other improvements on the Property occasioned by KM's installation and construction of its roads, pipelines, flowlines, facilities and infrastructure or by any other activities of KM associated with its reasonable use of the Property under this agreement.
5. Cuttings, Storage Areas and Pits. The requirements of COGCC Rules 902, 904 and 905, as amended from time to time, shall be followed by KM. Any well that is plugged and abandoned will be plugged and abandoned according to the procedures set forth by the COGCC.
6. Permission to Raise, Move and Install Utility Lines. Landowner hereby grants permission for the local electricity provider to raise, move and install utility lines on the Property when requested by KM in connection with the Well or appurtenant facilities. All electric lines will be located underground. Landowner agrees to execute utility easements with the electricity provider as necessary to comply with this Article A.6.
7. Landowner Use of Property. Landowner expressly acknowledges that the terms of this SUA shall be deemed to satisfy any obligation of KM to accommodate Landowner's use of the surface of the Property in connection with the Well, related roads, pipelines, flowlines, facilities and infrastructure, whether under statute or common law.
8. Ownership of Surface Estate in and along Access Corridor. Landowner expressly agrees and acknowledges that KM takes no stance or position as to the true and rightful owner of the surface estate in and along the access corridor area. In this regard, Landowner, for itself and its administrators, successors, assigns, and representatives, shall defend, indemnify and hold Kinder Morgan CO2 Company, L.P. and its affiliated companies, parent companies, predecessors in interest, successors, assigns, officers and contractors, and their respective directors, officers, managers, partners, shareholders, employees and agents (hereinafter collectively referred to as "Kinder Morgan Group") harmless from and against any and all loss, damage, liability, claims, demands, causes of action, lawsuits, penalties and expenses in connection with ownership of said lands upon which the access corridor is located, including but not limited to suits to quiet title and possession claims, and including any and all costs and fees (including attorneys' and experts fees, and discovery costs) arising out of litigation or settlement and resulting or arising directly or indirectly from this SUA, the Letter Agreement, and/or KM's construction or use of said corridor, facilities located thereon, survey plats related thereto, or otherwise.

B. Matters Pertaining to KM:

1. Drillsite. KM will use only as much of the surface of the Property as is reasonably necessary for the on-going operation of the Well and associated facilities. KM estimates that the surface area that will actually be used on an on-going basis for the drillsite of the

Well (“**Drillsite**”) will be approximately 7.38 acres. This acreage estimate does not include areas temporarily disturbed during construction, repair, work over and other similar activities.

2. Excess Material. KM may store material (e.g., soil and gravel) excavated from the Property on the Drillsite to be used for construction and/or reclamation of the Drillsite. KM also may import material from off of the Property for construction and reclamation of the Drillsite. After constructing the Drillsite, should KM determine that there is material in excess of what is required for reclamation and which can reasonably be stored on the Drillsite, then KM may deliver said excess material to a location on the Property that is mutually acceptable to KM and Landowner. Any such excess material so delivered shall become the sole responsibility of Landowner, and KM shall have no further responsibility for said excess material. Should a mutually acceptable location on the Property not be found, then KM will remove such excess material from the Property.
3. Maintenance and Repair of Access Roads. KM will reasonably maintain any existing roads that are used by KM on the Property to at least their pre-existing condition. KM will maintain any new roads that may be constructed by KM on the Property to KM’s standards. In the event KM causes ruts or damage to the Property during access, KM will make all necessary repairs to the roads or Property caused by KM’s use. However, KM will not be required to snow plow or otherwise clear any road of snow. KM will close and lock all gates during ingress/egress from property.
4. Burial of Pipelines. KM will, to the extent reasonably practicable, bury all water, oil and gas pipelines to a minimum depth of 36 inches below the surface at the time of installation, unless subsurface conditions such as rock prohibit the installation of the line to that depth at a reasonable cost.
5. Indemnification. KM agrees to indemnify, defend and hold Landowner harmless from and against any and all expenses, losses or damages resulting from or relating to KM’s operation and maintenance of the Well, facilities, access roads, pipelines and flowlines; provided, however, KM will not indemnify, defend and hold Landowner harmless from such expenses, losses or damages to the extent resulting from or relating to, in whole or in part, the negligence or willful misconduct of Landowner or Landowner’s employees, contractors, guests or invitees.
6. Compliance with the Law. KM will comply with all applicable laws, rules and regulations.
7. Temporary Parking. Landowner agrees that during times of construction or other significant work, KM may park vehicles in areas near the work site or along roads as mutually determined between Landowner and KM.
8. Subsequent Damages. To the extent not covered in the damages component found in the Letter Agreement and corresponding Damage Reports and Settlements, KM will promptly repair or compensate Landowner for any other miscellaneous damages to the Property at the time those damages are sustained and to the extent those damages are caused by KM’s construction activities or any subsequent activities, those damages including but not limited to crop loss, livestock, domestic water lines, gas lines, utility lines, irrigation lines, roads and use of temporary work space.

C. General Provisions:

1. Term. This SUA is effective as of the Effective Date and will continue until (i) all oil and gas leases underlying the Unit expire, (ii) production from the Well and any additional wells producing from the Unit have permanently ceased and are permanently plugged and abandoned, (iii) any compressor on the Property is no longer being used and (iv) any Salt Water Disposal well in the Unit has ceased being used and is plugged and abandoned. After expiration, KM will have a reasonable period of time within which to remove such Well equipment and facilities from the Property as it deems appropriate or as required by applicable rules, regulations or laws. At the request of Landowner, and subject to applicable rules, regulations or laws, roadways may be left after final use by KM.
2. Waiver of Setbacks. This SUA constitutes a waiver by Landowner of any setbacks, buffers and/or minimum distance requirements, now or hereafter imposed, under any law, code, rule or regulation governing oil and gas development or operations in the state of Colorado.
3. No Waiver of Other Rights. With the exception of those duties and obligations that each Party has specifically agreed to assume and perform in this SUA, those duties and obligations which have been confirmed or clarified in this SUA and the rights specifically granted to, waived or relinquished by a Party in this SUA, this SUA will not be construed to waive or relinquish any Party's legal rights in, to or under the Property, including but not limited to rights of ingress or egress, access or other reasonable surface use, now owned or hereafter acquired by a Party under any oil and gas lease or other agreement or instrument pertaining to the Property. Nor does this SUA, subject to the foregoing exceptions, waive the rights of either Party under any applicable laws, rules or regulations pertaining to the Property.
4. Successors and Assigns. This SUA will run with the Property and will be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. In addition, KM and its successor Well Operator may assign this SUA to successive Operators of the Well. Assignment of this SUA by either Party will act to terminate the assigning Party's duties, obligations and liabilities under this SUA from and after the date that the non-assigning Party receives a true copy of the assignment, with the exception of any indemnity or monetary obligations accruing prior to such date.
5. Applicable Law. This SUA will be interpreted under the laws of the state of Colorado.
6. Entire Agreement. This SUA contains the final agreement, clarifications and confirmations of the Parties as to the matters addressed, and supersedes any and all prior oral or written negotiations, understandings and agreements regarding the Well and its related roads, pipelines, flowlines, facilities and infrastructure. This SUA may not be modified unless the modification is in writing and is signed by Landowner and an authorized representative of KM.
7. Further Assurances. The Parties agree, at any time and from time to time, upon the reasonable request of either Party and without additional consideration, to take or do all such further acts and things, and furnish and deliver all such further documentation and material (including any document or instrument requested by local, state or federal authorities) which, in the opinion of the requesting Party, may be necessary or useful in carrying out the purposes of this SUA.
8. Regulatory Conditions. If KM is required by any regulatory agency as a condition of approval to either change the location of the Well to be drilled or the configuration of the

Drillsite, KM reserves the right to unilaterally amend the SUA to conform to the new location(s) and/or configuration(s) as approved by the regulatory agency.

9. Counterparts. This SUA may be executed in two or more original counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This SUA is executed by the Parties on the dates appearing in the acknowledgements below, but this SUA is effective as of the Effective Date.

Landowner

By: 
Sue McWilliams

Kinder Morgan CO₂ Company, L.P.

By:  TL
Name: Kenneth H Habens Jr.
Title: VICE-PRESIDENT

{notary page follows}

STATE OF COLORADO)
) ss
COUNTY OF La Plata)

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 10th day of December, 2018, by Sue McWilliams.

My commission expires: 5/23/2021



[Signature]
Notary Public

Stephanie Krueger
Printed Name

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 13th day of December, 2018, by Kenneth H. Havens Jr.,
as Vice-President for Kinder Morgan CO₂
Company, L.P., a Texas limited partnership.

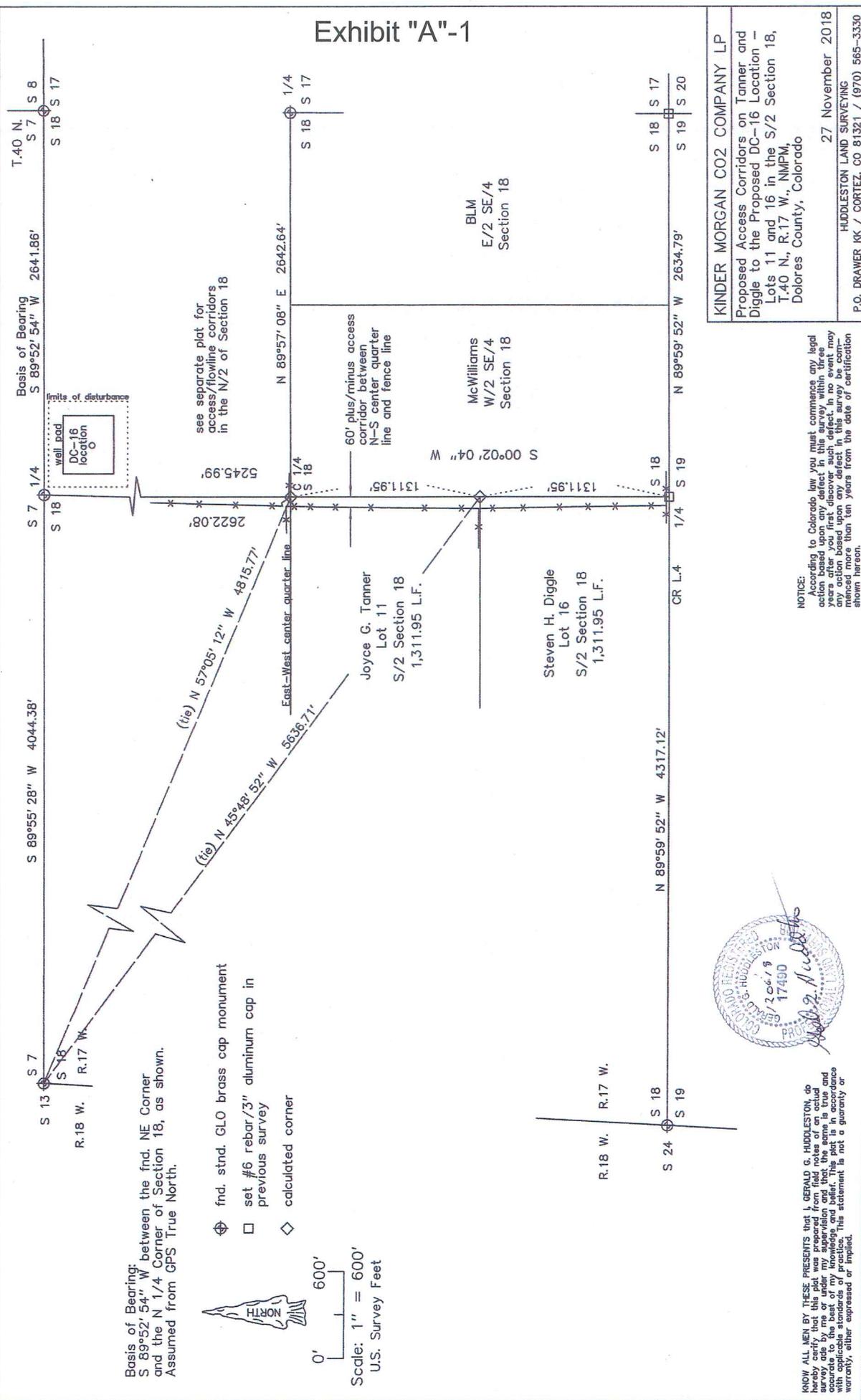
My commission expires: 11-08-20



[Signature]
Notary Public

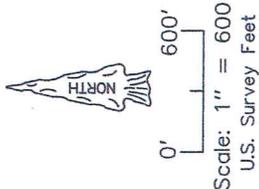
Sarah Macdonell-Smith
Printed Name

Exhibit "A"-1



Basis of Bearing:
 S 89°52'54" W between the fnd. NE Corner
 and the N 1/4 Corner of Section 18, as shown.
 Assumed from GPS True North.

- ⊕ fnd. std. GLO brass cap monument
- set #6 rebar/3" aluminum cap in previous survey
- ◇ calculated corner



NOTICE:
 According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown herein.



KNOW ALL MEN BY THESE PRESENTS that I, GERALD G. HUDDLESTON, do certify that this plat was prepared from field notes of an actual survey conducted by me or under my direct supervision and is accurate to the best of my knowledge and belief. This plat is in accordance with applicable standards of practice. This statement is not a guaranty or warranty, either expressed or implied.

KINDER MORGAN CO2 COMPANY LP
 Proposed Access Corridors on Tanner and Diggle to the Proposed DC-16 Location - Lots 11 and 16 in the S/2 Section 18, T.40 N., R.17 W., NMPM, Dolores County, Colorado

27 November 2018
 HUDDLESTON LAND SURVEYING
 P.O. DRAWER KK / CORTEZ, CO 81321 / (970) 565-3330

Exhibit "A"-2

KNOW ALL MEN BY THESE PRESENTS that I, GERALD C. HUDDLESTON, do hereby certify that this plat was prepared from the records of an accurate survey conducted by me or under my direct supervision and to the best of my knowledge and belief. This plat is in accordance with applicable standards of practice. This statement is not a warranty or warranty, either expressed or implied.

CURVE DESCRIPTION TABLE

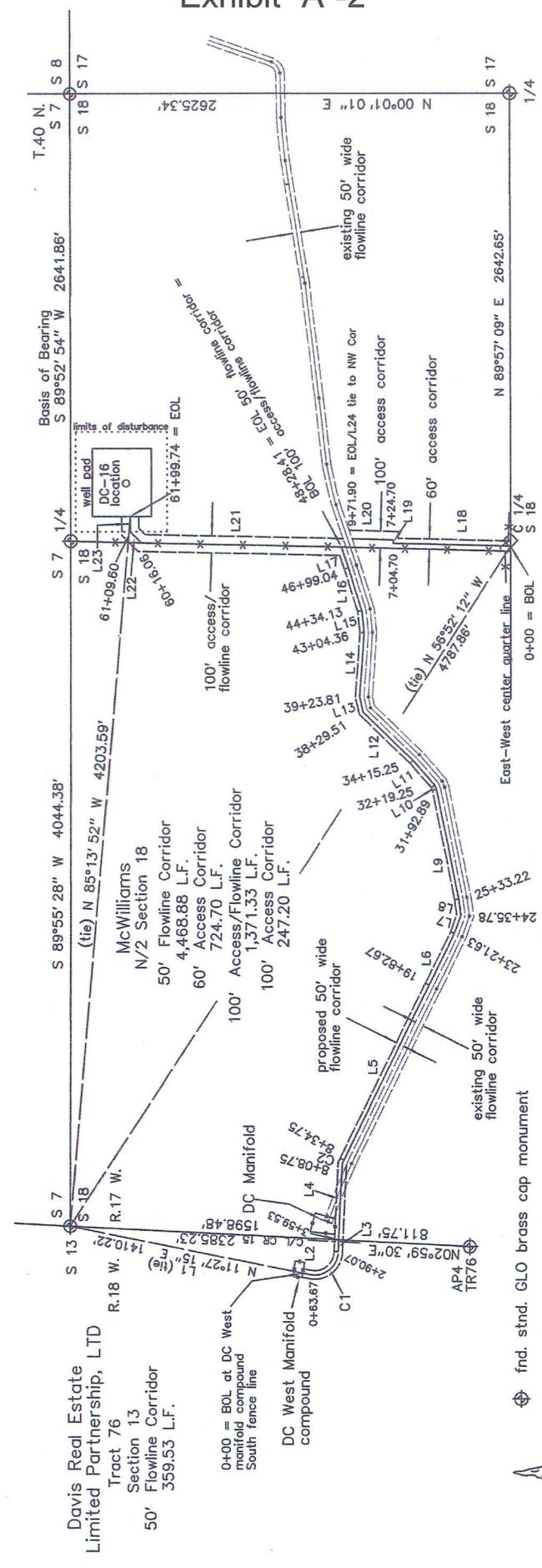
C1	R= 140.00'	L= 226.40'	CH=S 42°48' 46" E	202.52'
C2	R= 5170.18'	L= 26.00'	CH=S 66°19' 08" E	26.00'

LINE DESCRIPTION TABLE (cont.)

L14	S 85°56' 06" E	380.55'
L15	N 83°58' 36" E	129.77'
L16	N 72°24' 53" E	264.91'
L17	N 71°20' 10" E	129.37'
L18	N 01°25' 40" E	704.70'
L19	S 88°18' 55" E	20.00'
L20	N 01°31' 50" E	247.20'
L21	N 01°20' 28" E	1187.65'
L22	N 45°00' 00" E	93.54'
L23	N 89°45' 39" E	90.14'
L24	N 67°39' 39" W	4382.57' (tie)

LINE DESCRIPTION TABLE

L1	N 11°27' 15" E	1410.22'
L2	S 09°25' 13" W	63.67'
L3	S 87°42' 16" E	69.46'
L4	S 87°42' 16" E	449.22'
L5	S 63°50' 03" E	1147.92'
L6	S 63°42' 53" E	338.96'
L7	S 69°45' 10" E	114.15'
L8	N 82°00' 07" E	97.44'
L9	N 78°46' 58" E	659.67'
L10	N 69°06' 08" E	26.36'
L11	N 48°40' 33" E	196.00'
L12	N 43°29' 00" E	414.26'
L13	N 77°12' 55" E	94.50'



KINDER MORGAN CO2 COMPANY LP
 Proposed Corridors from the Doe Canyon West Manifold to the Proposed DC-16 Location -
 N/2 Section 18 T.40 N., R.17 W.,
 Section 13, T.40 N., R.18 W.,
 Dolores County, Colorado
 27 November 2018

see separate plat for remaining access corridor Southerly to CR L.4

NOTICE:
 According to Colorado law you must commence any legal action based upon any defect in this survey, within three years after the date of recording. Any action based upon any defect in this survey be commenced more than ten years from the date of certification shown herein.



0' 600'
 Scale: 1" = 600'
 U.S. Survey Feet

fnd. std. GLO brass cap monument
 set #6 rebar/3" aluminum cap in previous survey
 calculated corner

Basis of Bearing:
 S 89°52' 54" W between the fnd. NE Corner and the N 1/4 Corner of Section 18, as shown.
 Assumed from GPS True North.

HUDDLESTON LAND SURVEYING
 P.O. DRAWER KK / CORTEZ, CO 81321 / (970) 565-3330