



KOCH NITROGEN COMPANY

July 15, 2004

Andrea R. Stone
Environmental Scientist
U.S. Environmental Protection Agency
901 North 5th Street
Kansas City, Kansas 66101



Re: Response to June 16, 2004 E-Mail Request For Information on Environmental Indicator No. 725 for Koch Nitrogen Company Nitrogen Plant, Dodge City, Kansas

Dear Ms. Stone:

On June 16, 2004, Koch Nitrogen Company ("KNC") received an e-mail from you seeking an update on the status of Environmental Indicator No. 725 – Human Health Exposures under Control – for the KNC nitrogen plant in Dodge City, Kansas. In this e-mail, you requested information regarding on-site farming and groundwater use adjacent to the plant. While we discussed the issues with you on July 8th, we are providing written confirmation below as requested

1. On-Site Farming of East Pond:

Since purchasing the plant on May 20, 2003, KNC has continued the practice of the past owner in allowing students from Dodge City Community College ("DCCC") to farm various parcels near the plant. The farming arrangement allows DCCC to teach agricultural science students the basics of farming by providing land for agricultural activity for a nominal lease payment of \$1.00. A portion of the property that is farmed under this arrangement is north of the plant and is used by DCCC to demonstrate the benefits of a rotational no-till farming cycle promoted by the Ford County Extension Office. Other portions of the property that are farmed are on lands surrounding the plant. Brief historical data on farming activities has previously been provided to you by letter of April 8, 2004 from Brian Moore of KNC.

The DCCC farming activity occurs pursuant to a written lease agreement executed by DCCC and Farmland Industries, Inc., and dated June 10, 1999 (the "Lease"). Pursuant to an order of the United States Bankruptcy Court for the Western District of Missouri, dated April 17, 2003, the landlord's rights and obligations under the Lease were transferred from Farmland Industries, Inc. to KNC.

Your request seeks additional information on farming activities governed by this Lease at the inactive East Pond area. By an Amendment to Lease entered into on July 12, 2004 by DCCC and KNC, the parties to the Lease agreed that all farming activity by DCCC in the area of the East Pond

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would be prohibited, pending further evaluation and discussion with EPA. A copy of the Amendment to Lease is attached for your records.

As stated in the April 8, 2004 letter to you from Brian Moore, prior to the execution of the Amendment to Lease, representatives of KNC and DCCC had reached a verbal agreement that no crop harvesting would occur in the East Pond area, and that a lease amendment would be executed to remove that property from the Lease. However, subsequent to reaching that agreement, before the Amendment to Lease was signed, KNC learned that a portion of the wheat that had been planted by DCCC in the inactive East Pond area was harvested by DCCC. We now believe that this harvesting activity occurred as a result of some changes in staffing at DCCC and miscommunication among DCCC staff.

Upon learning of this harvesting activity, KNC prohibited DCCC from completing the harvest. To prevent a repeat of this event, KNC met with the new director of the DCCC farming program to discuss the concern, executed the Amendment to Lease prohibiting use of this area, and mowed a path around the area that now cannot be farmed by DCCC to ensure that it is appropriately marked.

2. Adjacent Groundwater Use:

KNC is pleased to report substantial progress in its efforts to secure permanent municipal water connections for the Coker and Bogner residences. Both the Cokers and the Bogners have signed an agreement with the City of Dodge City to accept provision of municipal water, and on July 6, 2004, the City Council for Dodge City approved these agreements and authorized provision of municipal water to both the Cokers and the Bogners. Copies of these signed agreements are attached for your records.

KNC will now proceed to construct new water lines from the existing city main near Highway 50 to the Coker and Bogner properties. The city will first install the necessary tie ins to the main and plumb in the meters. KNC will contract the installation of the piping from the meter to the residence through a licensed plumber. Because of the proximity to the city line, the Coker property should be on city water by the second week in August. In order to complete the Bogner line, KNC is working to obtain authorizations to lay this new water main across private property and beneath the railroad tracks between the city main line and the Bogner property.

The Cokers and Bogners have been supplied an alternate drinking water source by both the prior plant owner and then by KNC for drinking and cooking purposes, and KNC will continue to supply alternate drinking water at no cost to either party until the connection is made to the municipal water supply. The Cokers are receiving water from the potable water system at the KNC plant, and the Bogners are receiving bottled water for drinking and cooking purposes. Both the Cokers and the Bogners have agreed not to use their groundwater for drinking purposes.

USEPA also requested information on the wells located adjacent to the Chaffin Building to the west of the KNC plant. KNC contacted Mr. Chaffin, the owner of the building and was told that the building uses municipal water for its potable water supply. Mr. Chaffin indicated that groundwater drawn from the adjacent wells is used only for heating and cooling purposes. A July 13, 2004 e-

mail message from Mr. Chaffin, which confirms this information, was previously forwarded by e-mail to you as requested on July 13, 2004 and is attached for your records.

I hope that the above information provides you with all of the information you were seeking on these topics. If you have any questions, please do not hesitate to contact me at (620) 227-8631, extension 120.

Sincerely,



Katrina Krier

cc: Gary LeRock, KNC
Steve Ellingson, KMS

Attachments

1. Amendment of Lease with DCCC
2. Two Dodge City Water Connection Agreements
3. Chaffin E-mail

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment") is dated this 12th day of July, 2004, by and between Koch Nitrogen Company, 4111 E. 37th Street North, Wichita, Kansas 67220 ("Lessor"), and Dodge City Community College, 2501 N. 14th Avenue, Dodge City, Kansas ("Lessee").

WITNESSETH:

WHEREAS, Farmland Industries, Inc. ("Farmland") and Lessee are parties to that certain Lease dated June 10, 1999 (the "Lease") whereby Farmland leases to Lessee a portion of real property located in Ford County, Kansas, for agricultural and agriculture education purposes only, as more fully described in the Lease;

WHEREAS, pursuant to an order of the United States Bankruptcy Court for the Western District of Missouri, dated April 17, 2003 (the "Order"), Farmland assigned all of its right, title, and interest in and to the Lease to Lessor;

WHEREAS, Lessor and Lessee mutually desire to amend the Lease, as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS**. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Lease.

2. **USE OF PREMISES/RESTRICTIONS**. Section 4, Use of Premises/Restrictions, shall be amended by adding the following paragraph:

"Lessee will not, and will not permit any other person or entity to, use the east pond land located on the Premises, as highlighted on the plot plan attached hereto and incorporated herein as Exhibit A, for any purpose, including for agricultural purposes."

3. **NOTICES**. Section 19, Notices, shall be amended by replacing Lessor's contact information with the following:

"To Lessee: Dodge City Community College
2501 N. 14th Avenue
Dodge City, Kansas 67801
Attn: Dean of Instruction
Facsimile No.: (620) 227-9200
Telephone No.: (620) 227-9359"

"To Lessor: Koch Nitrogen Company
4111 E. 37th Street North
Wichita, Kansas 67220
Attn: President"

4. **RATIFICATION OF AGREEMENT.** Except as expressly amended herein, the terms, covenants, and conditions of the Lease shall remain in full force and effect without modification or amendment, and the parties hereto ratify and reaffirm the same in its entirety.

5. **MISCELLANEOUS.** This Amendment shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to the conflicts of laws principles. In the event that the terms of the Lease conflict or are inconsistent with those of this Amendment, the terms of this Amendment shall govern. The provisions of this Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors, and assigns, subject to the provisions hereof restricting assignment or subletting by Lessee. This Amendment may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto. This Amendment may be executed in one or more counterparts; each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective on the day and year first written above.

LESSOR:

KOCH NITROGEN COMPANY

By: Gary J. LeRock
Name: Gary J. LeRock
Title: Plant Manager

LESSEE:

DODGE CITY COMMUNITY COLLEGE

By: *Richard K. Burke*
Name: Richard K. Burke
Title: President

WATER CONNECTION AND ACCESS AGREEMENT AND LICENSE

This Water Connection and Access Agreement and License ("Agreement") is entered into by and between Raymond Coker and Dennis Coker of rural Wright, Kansas (the "Landowners") and Koch Nitrogen Company, a Nebraska corporation ("KNC"), effective as of the 22nd day of June, 2004. In this Agreement, the Landowners and KNC are referred to collectively as "the Parties."

WHEREAS, the Landowners own certain property including a residence and a business situated in the County of Ford, State of Kansas, more particularly described as follows: Two tracts of land in the extreme NW 1/4 of Section 23 Township 26 South, Range 24 West, consisting of approximately 5.3 acres and 1.0 acres having a mailing address of 11607 U.S. Hwy 50, Wright, KS 67882 (the "Premises");

WHEREAS, KNC purchased certain assets consisting of the Dodge City ammonia production facility from Farmland Industries, Inc., on May 20, 2003 (the "Facility"), which Facility was the source of certain environmental releases prior to May 20, 2003;

WHEREAS, KNC is conducting a groundwater investigation and remediation project under the supervision of, and pursuant to a Hazardous Waste Management Facility Permit (the "Facility Permit") issued by the Kansas Department of Health and Environment ("KDHE") and the U.S. Environmental Protection Agency ("EPA") regarding groundwater conditions in the vicinity of the Facility;

WHEREAS, the Premises contains a groundwater well originally installed for domestic purposes, and well samples indicate that the water from that well contains contaminants that at the present make the water unfit for domestic purposes;

WHEREAS, since May 20, 2003, the date on which KNC purchased the Facility, KNC has continuously supplied the Premises with an alternative supply of clean water for domestic purposes, including drinking water; and the Landowners and all those accessing the Premises have exclusively used such water supplied by KNC for domestic purposes, and have not used groundwater in any way since at least May 20, 2003 to the date of this Agreement;

WHEREAS, KNC has requested written permission to (i) enter the Premises to install and maintain below the ground surface of the Premises water supply pipe for the purpose of supplying drinking water from the municipality of Dodge City public water supply to the Coker residence and business and other nearby residences; (ii) continue to enter upon the Premises for purposes of maintenance and use of the existing groundwater well; and (iii) restrict use of the groundwater under the Premises for so long as the groundwater contains contaminants that make the water unfit for domestic use; and

WHEREAS, the Landowners are willing to grant KNC such permission and rights as KNC has requested, pursuant and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Permission, Location and Access. The Landowners hereby grant to KNC, and for purposes of access to the Premises to accomplish the activities referenced below, to KNC's agents, employees, contractors, successors and assigns, the following:

A. Water Supply Piping and Connection: The non-exclusive right to enter upon the Premises for purposes of construction, installation, maintenance, inspection and repair of an underground water supply pipe (the "Drinking Water Supply Pipe") across the Premises to convey drinking water supplied by the municipality of Dodge City to the Premises and to properties other than the Premises.

B. Facility Permit Requirements and Well Usage: The non-exclusive right to enter upon the Premises for the purposes of: (i) complying with or implementing requirements of the Facility Permit, the KDHE and/or EPA, or any other governmental agency, which requirements may include future groundwater well installation, operation, monitoring and maintenance; (ii) monitoring, operating and maintaining the existing groundwater well, or plugging the well if requested by KDHE and/or EPA; (iii) complying with or implementing requirements of the municipality of Dodge City; and (iv) operating such vehicles, machinery and equipment as may be necessary to accomplish the foregoing purposes.

2. Agreement To Provide Connection to Drinking Water Supply and to Pay for Drinking Water Connection. KNC agrees to pay for the installation of the Drinking Water Supply Pipe, and for the usual and customary charges levied by the municipality of Dodge City for the connection of a residence and a business on the Premises to the Dodge City public water supply. The Landowners agree to promptly execute any documents customarily required by Dodge City to accomplish these connections. KNC will own and operate the Drinking Water Supply Pipe up to the point of the individual water meter to be installed on the Premises, unless an alternative ownership arrangement is required by Dodge City.

3. Agreement To Not Use any Groundwater. The Landowners agree, on behalf of themselves, their heirs, executors, administrators, successors and assigns, and any business invitees, to (i) not consume any groundwater from the Premises; (ii) not use groundwater from the Premises for any purpose.

4. Consideration: In consideration of the granting of the promises and rights hereunder, KNC shall pay the Landowners the following:

A. For reimbursement of the estimated annual public water supply costs levied by Dodge City for use of water from the city's public water supply, and for the restriction on the use of groundwater and the access and other rights granted to KNC herein, a yearly fee of **Nine Hundred Dollars (\$900.00)**, payable by the fifteenth (15th) of January of each year. KNC shall pay such fee until such time as the groundwater under the Premises

consistently meets applicable state drinking water standards such that it is fit for domestic purposes.

5. Activities of KNC:

A. While present upon the Premises pursuant to this Agreement, KNC shall take reasonable measures to avoid unreasonable interference with the operations and business of the Landowners. The Landowners agree to take reasonable measures to avoid interference with KNC's authorized activities hereunder.

B. KNC agrees that all of its agents, employees, or contractors present on the Premises pursuant to this Agreement shall use reasonable efforts to avoid unnecessary damage or injury to the Premises.

C. Should KDHE and/or EPA request that KNC plug the existing groundwater well, or should KNC cease use of any well that KNC installs on the Premises in the future, KNC shall plug such well at its cost and expense, in accordance with procedures established by the State of Kansas. All concrete or other material shall also be removed to a depth of five (5) feet. Upon such plugging, KNC will have no further responsibility for such wells hereunder or for the payments required hereunder.

6. Term: Unless modified or terminated as provided for herein or by written agreement of the Parties, the term of this Agreement shall begin on the date of this Agreement and shall continue until the latest of (i) the completion of the groundwater monitoring and remediation work required by the Facility Permit, (ii) the termination of the Facility Permit; or (iii) the completion of KNC's activities on the Premises. At that time, this Agreement shall automatically terminate unless extended by written agreement of the Parties. KNC shall notify the Landowners when KNC's use of the Premises is completed.

7. Successors and Assigns: This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties hereto. The Landowners, on behalf of themselves and any subsequent owners of the Premises, agree to notify any prospective purchaser of the Premises of the existence of this Agreement and to provide a copy of this Agreement to such prospective purchaser prior to the conveyance of the Premises.

8. Applicable Law; Amendments: This Agreement shall be governed by the laws of the State of Kansas and may not be amended, except in a written amendment executed by the parties.

9. Additional Documents: Both Parties to this Agreement, and their heirs, executors, administrators, successors and assigns, shall execute such documents as may reasonably be required by the other party for the purpose of further implementing, evidencing and confirming the rights and agreements which are the subject of this Agreement. If KNC requires restrictions or limitations on the future use of the water on, at, under, or emanating from the Premises, Landowners agrees, for themselves, their successors, assigns, and future purchasers of the Premises, and without any additional consideration, to (i) place such restrictions on the use of

such water and (ii) promptly execute any and all documents, instruments, notices, recordings, and filings as KNC may request from time to time in connection any such restriction.

10. No Forfeiture: In no event shall a breach of any obligation hereunder result in a forfeiture or reversion of any of the rights and agreements which are the subject of this Agreement.

11. Savings Clause: In the event any provision of this Agreement is found to be unenforceable or invalid for any reason, the enforcement of any other provision herein shall not be impaired, and such provision shall be deemed modified to the extent necessary to be enforceable, or shall be deleted if such modification is not practicable.

The Parties have caused this Agreement to be executed by their duly-authorized representatives as of the date set forth above.

[The Landowners]

Ronald Coker

Dennis Coker

KOCH NITROGEN COMPANY

By: *Gary J. LeRoux*
Its Dodge City Plant Manager

WATER CONNECTION AND ACCESS AGREEMENT AND LICENSE

This Water Connection and Access Agreement and License ("Agreement") is entered into by and between David H. Bogner and Janice D. Bogner of rural Wright, Kansas (the "Landowners") and Koch Nitrogen Company, a Nebraska corporation ("KNC"), effective as of the 21st day of June, 2004. In this Agreement, the Landowners and KNC are referred to collectively as "the Parties."

WHEREAS, the Landowners own certain property containing three residences and situated in the County of Ford, State of Kansas, more particularly described as follows: approximately 14 acres of land with a mailing address of 11042 116th Road, Wright, Kansas 67882 (the "Premises");

WHEREAS, KNC purchased certain assets consisting of the Dodge City ammonia production facility from Farmland Industries, Inc., on May 20, 2003 (the "Facility"), which Facility was the source of certain environmental releases prior to May 20, 2003;

WHEREAS, KNC is conducting a groundwater investigation and remediation project under the supervision of, and pursuant to a Hazardous Waste Management Facility Permit (the "Facility Permit") issued by the Kansas Department of Health and Environment ("KDHE") and the U.S. Environmental Protection Agency ("EPA") regarding groundwater conditions in the vicinity of the Facility;

WHEREAS, the Premises contains a groundwater well originally installed for domestic purposes, and well samples indicate that the water from that well contains contaminants that currently exceed the safe drinking water standard for nitrates;

WHEREAS, since May 20, 2003, the date on which KNC purchased the Facility, the Landowners and all those accessing the Premises have exclusively used bottled water for drinking purposes, and have not used groundwater for drinking purposes since at least May 20, 2003 to the date of this Agreement;

WHEREAS, KNC has requested written permission to (i) enter the Premises to install and maintain below the ground surface of the Premises water supply pipe for the purpose of supplying drinking water from the municipality of Dodge City public water supply to the three residences on the Premises; (ii) continue to enter upon the Premises for purposes of sampling the existing groundwater well and for conducting maintenance of said water supply pipe; and (iii) restrict use of the groundwater under the Premises for so long as the groundwater contains contaminants that exceed the safe drinking water standard for nitrates; and

WHEREAS, the Landowners are willing to grant KNC such permission and rights as KNC has requested, pursuant and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Permission, Location and Access. The Landowners hereby grant to KNC, and for purposes of access to the Premises to accomplish the activities referenced below, to KNC's agents, employees, contractors, successors and assigns, the following:

A. Water Supply Piping and Connection: The non-exclusive right to enter upon the Premises for purposes of construction, installation, maintenance, inspection and repair of an underground water supply pipe (the "Drinking Water Supply Pipe") across the Premises to convey drinking water supplied by the municipality of Dodge City to the Premises.

B. Facility Permit Requirements: The non-exclusive right to enter upon the Premises for the purposes of: (i) complying with or implementing requirements of the Facility Permit, the KDHE and/or EPA, or any other governmental agency, which requirements may include future groundwater well installation, operation, monitoring and maintenance; (ii) sampling of the existing groundwater well; (iii) complying with or implementing requirements of the municipality of Dodge City; and (iv) operating such vehicles, machinery and equipment as may be necessary to accomplish the foregoing purposes.

2. Agreement To Provide Connection to Drinking Water Supply and to Pay for Drinking Water Connection. KNC agrees to pay for the installation of the Drinking Water Supply Pipe, and for the usual and customary charges levied by the municipality of Dodge City for the connection of each of the three residences on the Premises to the Dodge City public water supply. The Landowners agree to promptly execute any documents customarily required by Dodge City to accomplish these connections. KNC will own and operate the Drinking Water Supply Pipe up to the point of the individual water meters to be installed at each of the three residences, unless an alternative ownership arrangement is required by Dodge City.

3. Agreement To Not Use any Groundwater, and to Disconnect Existing Groundwater Well. The Landowners agree, on behalf of themselves, their heirs, executors, administrators, successors and assigns: (i) to not consume any groundwater from the Premises; (ii) to not use groundwater from the Premises for any other purpose commencing on the date that the Dodge City public water supply connection is made to the residences at the Premises; and (iii) to promptly disconnect the existing groundwater well at the Premises from any residence on the Premises commencing on the date that the Dodge City public water supply connection is made to the residences at the Premises.

4. Consideration: In consideration of the granting of the promises and rights hereunder, KNC shall pay the Landowners the following:

A. For reimbursement of the estimated annual public water supply costs levied by Dodge City for use of water from the city's public water supply, and for the restriction on the use of groundwater and the access and other rights granted to KNC herein, a yearly fee of **Twelve Hundred Dollars (\$1,200.00)**, payable by the fifteenth (15th) of January of each year. KNC shall pay such fee until such time as the groundwater under the Premises

consistently meets applicable state drinking water standards such that it is fit for domestic purposes. In the event the annual charge from Dodge City to the Landowners for the reasonable use of water at the Premises exceeds \$1,200.00, KNC agrees to reconsider the amount of the yearly fee at the request of the Landowners.

B. For reimbursement of the cost previously incurred by the Landowners from May 20, 2003 to the present from purchasing drinking water to supply the Premises, the sum of \$1,527.00, which amount will be paid within thirty (30) days of the full execution of this Agreement. KNC shall also pay the continuing reasonable costs of purchasing drinking water to supply the Premises until the date that the Dodge City public water supply connection is made to the residences at the Premises.

5. Activities of KNC:

A. While present upon the Premises pursuant to this Agreement, KNC shall take reasonable measures to avoid unreasonable interference with the operations and business of the Landowners. The Landowners agree to take reasonable measures to avoid interference with KNC's authorized activities hereunder.

B. KNC agrees that all of its agents, employees, or contractors present on the Premises pursuant to this Agreement shall use reasonable efforts to avoid unnecessary damage or injury to the Premises.

6. Term: Unless modified or terminated as provided for herein or by written agreement of the Parties, the term of this Agreement shall begin on the date of this Agreement and shall continue until the latest of: (i) the completion of the groundwater monitoring and remediation work required by the Facility Permit; (ii) the termination of the Facility Permit; or (iii) the completion of KNC's activities on the Premises. At that time, this Agreement shall automatically terminate unless extended by written agreement of the Parties. KNC shall notify the Landowners when KNC's use of the Premises is completed.

7. Successors and Assigns: This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties hereto. The Landowners, on behalf of themselves and any subsequent owners of the Premises, agree to notify any prospective purchaser of the Premises of the existence of this Agreement and to provide a copy of this Agreement to such prospective purchaser prior to the conveyance of the Premises.

8. Applicable Law; Amendments: This Agreement shall be governed by the laws of the State of Kansas and may not be amended, except in a written amendment executed by the parties.

9. Additional Documents: Both Parties to this Agreement, and their heirs, executors, administrators, successors and assigns, shall execute such documents as may reasonably be required by the other party for the purpose of further implementing, evidencing and confirming the rights and agreements which are the subject of this Agreement. If KNC requires restrictions or limitations on the future use of the water on, at, under, or emanating from the Premises,

Landowners agrees, for themselves, their successors, assigns, and future purchasers of the Premises, and without any additional consideration, to (i) place such restrictions on the use of such water and (ii) promptly execute any and all documents, instruments, notices, recordings, and filings as KNC may request from time to time in connection any such restriction.

10. No Forfeiture: In no event shall a breach of any obligation hereunder result in a forfeiture or reversion of any of the rights and agreements which are the subject of this Agreement.

11. Savings Clause: In the event any provision of this Agreement is found to be unenforceable or invalid for any reason, the enforcement of any other provision herein shall not be impaired, and such provision shall be deemed modified to the extent necessary to be enforceable, or shall be deleted if such modification is not practicable.

The Parties have caused this Agreement to be executed by their duly-authorized representatives as of the date set forth above.

[The Landowners]

David H. Bogner

Janice D. Bogner

KOCH NITROGEN COMPANY

By: Gary J. LeRock (Gary J. LeRock)
Its Dodge City Plant Manager

Krier, Katrina

From: Krier, Katrina
Sent: Tuesday, July 13, 2004 4:07 PM
To: 'Stone.AndreaR@epamail.epa.gov'
Subject: FW: Water well-Dist.Ctr.

Ms. Stone,

This is the e-mail Mr. Gary Chaffin sent me confirming that the Chaffin building East of the plant uses only city water for their potable water supply.

On another note, we received the signed amendment from the Dodge city Community College excluding the East Pond area from the farming lease yesterday, July 12, 2004.

I will be sending the letter out tomorrow with all of the information you had asked for in your e-mail dated 06/16/04.

Katrina Krier
Koch Nitrogen Company
(620)-227-8631 ext.120

-----Original Message-----

From: Gary Chaffin [mailto:grchaffin@dodgecity.net]
Sent: Tuesday, June 22, 2004 3:47 PM
To: krierk@kochind.com
Cc: Morrison, Darcy
Subject: Water well-Dist.Ctr.

In answer to your question about the water source at the Dist Ctr., all potable water is hooked to the city water supply. The well water supplies the boiler system only and is then put back into the ground at another well.

Hope this answers your question.

grc