

NOTICE

This scan only represents the application as filed. The information contained herein meets the requirements of K.A.R. 5-3-1 or K.A.R. 5-5-1, and has been found acceptable for filing in the office of the Chief Engineer. The application should not be considered to be a complete application as per K.A.R. 5-3-1b or K.A.R. 5-5-2a.

MAY 19 2023

1509

KS DEPT OF AGRICULTURE



State of Kansas

Submit To: CHIEF ENGINEER
Division of Water Resources
Kansas Department of Agriculture
1320 Research Park Drive
Manhattan, Kansas 66502
http://agriculture.ks.gov/dwr

**APPLICATION FOR APPROVAL TO
CHANGE THE PLACE OF USE, THE
POINT OF DIVERSION OR THE USE
MADE OF THE WATER UNDER AN
EXISTING WATER RIGHT**

*Filing Fee Must Accompany the Application
(Please refer to Fee Schedule on signature page of application form.)*

Paragraph Nos. 1, 2, 3, 4 & 8 must be completed. Complete all other applicable portions. A topographic map or detailed plat showing the authorized and proposed points(s) of diversion and /or place of use must accompany this application.

1. Application is hereby made for approval of the Chief Engineer to change the

- Place of Use
- Point of Diversion
- Use Made of Water

(Check one or more)

File No. 44754

2. Name of applicant: Occidental Chemical Corporation; Attn: Aaron Lickly

Address: 6200 S Ridge Rd

City, State and Zip: Wichita, KS 67215-8822

Phone Number: (316)207-7857 E-mail address: aaron_lickly@oxy.com

What is your relationship to the water right; owner tenant agent other? If other, please explain. _____

Name of water use correspondent: Occidental Chemical Corporation; Attn: Aaron Lickly

Address: 6200 S Ridge Rd

City, State and Zip: Wichita, KS 67215-8822

Phone Number: (316)207-7857 E-mail address: aaron_lickly@oxy.com

3. The change(s) proposed herein are desired for the following reasons (please be specific): The place of use authorized under the Occidental Chemical Corporation water rights needs updating to reflect the new active well fields. The use made of water remains industrial use but the chemical plant is being removed from the place of use because it is a secondary use of water.

The change(s) will be completed by ASAP

(Date)

For Office Use Only:

F.O. 2 GMD Meets K.A.R. 5-5-1 (YES / NO) Use IND Source G / S County SG By ALB Date 5/22/23
Code 44754 Fee \$ 200 TR # _____ Receipt Date 5/19/23 Check # 1044575

5/23/2023
LMoody

4. The presently authorized place of use is:

Owner of Land — NAME: OCCIDENTAL CHEMICAL CORPORATION; ATTN AARON LICKLY

ADDRESS: 6200 S RIDGE RD, WICHITA, KS 67215-8822

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
27	28	1W	CHEMICAL PLANT																
19	29	2W	SOLUTION SALT MINING																

List any other water rights that cover this place of use. Currently: 44753 and chemical plant files

Owner of Land — NAME: _____

ADDRESS: _____

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

List any other water rights that cover this place of use. _____

(If there are more than two landowners, attach additional sheets as necessary.)

5. It is proposed that the place of use be changed to:

Owner of Land — NAME: OCCIDENTAL CHEMICAL CORPORATION; ATTN AARON LICKLY

ADDRESS: 6200 S RIDGE RD, WICHITA, KS 67215-8822

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
29	29	2W	SOLUTION SALT MINING																
30	29	2W	SOLUTION SALT MINING																
23	29	3W	SOLUTION SALT MINING																

List any other water rights that cover this place of use. Proposing: 22856,23611,35899,36005,38976,38977,38978,44753, (49244-A & 49244-B are potential overlaps as well pending discussion on dismissal of these two WRs)

Owner of Land — NAME: _____

ADDRESS: _____

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

List any other water rights that cover this place of use. _____

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

6. The presently authorized point(s) of diversion is four wells, motors, and pumps - battery of 4 wells.
(Provide description and number of points)
7. The proposed point(s) of diversion is NO CHANGE - four wells, motors, and pumps - battery of 4 wells.
(Provide description and number of points)

List all presently authorized point(s) of diversion:

8. **Presently authorized point of diversion: GEO CENTER**

One in the NE Quarter of the NE Quarter of the SE Quarter of Section 23, Township 29 South, Range 3 W, in Sedgwick County, Kansas, 2,485 feet North 329 feet West of Southeast corner of section. Authorized Rate 800 gpm Authorized Quantity 175.96 MGY
(DWR use only: Computer ID No. 3 GPS 2,508 feet North 301 feet West)
 This point will not be changed This point will be changed as follows: **Modify GPS only, no P/d change**

Proposed point of diversion: (Complete only if change is requested)

One in the NE Quarter of the NE Quarter of the SE Quarter of Section 23, Township 29 South, Range 3 W, in Sedgwick County, Kansas, 2,508 feet North 301 feet West of Southeast corner of section. Proposed Rate no change Proposed Quantity no change
 This point is: Additional Well Geo Center List other water rights that will use this point Pending New App 49244-A.

9. **Presently authorized point of diversion: SOUTH LEMON WELL #17**

One in the NE Quarter of the NE Quarter of the SE Quarter of Section 23, Township 29 South, Range 3 W, in Sedgwick County, Kansas, 2,359 feet North 356 feet West of Southeast corner of section. Authorized Rate see geo Authorized Quantity see geo
(DWR use only: Computer ID No. 4 GPS 2,409 feet North 325 feet West)
 This point will not be changed This point will be changed as follows: **Modify GPS only, no P/d change**

Proposed point of diversion: (Complete only if change is requested)

One in the NE Quarter of the NE Quarter of the SE Quarter of Section 23, Township 29 South, Range 3 W, in Sedgwick County, Kansas, 2,409 feet North 325 feet West of Southeast corner of section. Proposed Rate no change Proposed Quantity no change
 This point is: Additional Well Geo Center List other water rights that will use this point Pending New App 49244-A.

10. **Presently authorized point of diversion: SOUTH LEMON WELL #18**

One in the NE Quarter of the NE Quarter of the SE Quarter of Section 23, Township 29 South, Range 3 W, in Sedgwick County, Kansas, 2,399 feet North 546 feet West of Southeast corner of section. Authorized Rate see geo Authorized Quantity see geo
(DWR use only: Computer ID No. 5 GPS 2,406 feet North 502 feet West)
 This point will not be changed This point will be changed as follows: **Modify GPS only, no P/d change**

Proposed point of diversion: (Complete only if change is requested)

One in the NE Quarter of the NE Quarter of the SE Quarter of Section 23, Township 29 South, Range 3 W, in Sedgwick County, Kansas, 2,406 feet North 502 feet West of Southeast corner of section. Proposed Rate no change Proposed Quantity no change
 This point is: Additional Well Geo Center List other water rights that will use this point Pending New App 49244-A.

11. Describe the current condition of and future plans for any point(s) of diversion which will no longer be used. All points of diversion will continue to be used.

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

APPLICATION FOR APPROVAL TO CHANGE
THE PLACE OF USE AND/OR POINT OF DIVERSION
SUPPLEMENTAL SHEET
FILE NO. 44754

Presently authorized point of diversion: SOUTH LEMON WELL #16

One in the NE Quarter of the NE Quarter of the SE Quarter
of Section 23, Township 29 South, Range 3 W,
in Sedgwick County, Kansas, 2,474 feet North 196 feet West of Southeast corner of section.

Authorized Rate see geo Authorized Quantity see geo Depth of well 44.32 (feet)

(DWR use only: Computer ID No. 6 GPS 2,526 feet North 174 feet West)

This point will not be changed This point will be changed as follows: No change, point better described with GPS as follows:

Proposed point of diversion: (Complete only if change is requested or if existing point is better described by GPS)

One in the SE Quarter of the NE Quarter of the NE Quarter
of Section 23, Township 29 South, Range 3 W,
in Sedgwick County, Kansas, 2,526 feet North 174 feet West of Southeast corner of section.

Proposed Rate no change Proposed Quantity no change Proposed well depth (feet) no change

This point is: Additional Well Geo Center List other water rights that will use this point Pending New App 49244-A.

Presently authorized point of diversion: SOUTH LEMON WELL #15

One in the NE Quarter of the NE Quarter of the SE Quarter
of Section 23, Township 29 South, Range 3 W,
in Sedgwick County, Kansas, 2,672 feet North 200 feet West of Southeast corner of section.

Authorized Rate see geo Authorized Quantity see geo Depth of well 53.3 (feet)

(DWR use only: Computer ID No. 7 GPS 2,693 feet North 200 feet West)

This point will not be changed This point will be changed as follows: No change, point better described with GPS as follows:

Proposed point of diversion: (Complete only if change is requested or if existing point is better described by GPS)

One in the SE Quarter of the SE Quarter of the NE Quarter
of Section 23, Township 29 South, Range 3 W,
in Sedgwick County, Kansas, 2,693 feet North 200 feet West of Southeast corner of section.

Proposed Rate no change Proposed Quantity no change Proposed well depth (feet) no change

This point is: Additional Well Geo Center List other water rights that will use this point Pending New App 49244-A.

Presently authorized point of diversion:

One in the _____ Quarter of the _____ Quarter of the _____ Quarter
of Section _____, Township _____ South, Range _____ (E/W),
in _____ County, Kansas, _____ feet North _____ feet West of Southeast corner of section.

Authorized Rate _____ Authorized Quantity _____ Depth of well _____ (feet)

(DWR use only: Computer ID No. _____ GPS _____ feet North _____ feet West)

This point will not be changed This point will be changed as follows: No change, point better described with GPS as follows:

Proposed point of diversion: (Complete only if change is requested or if existing point is better described by GPS)

One in the _____ Quarter of the _____ Quarter of the _____ Quarter
of Section _____, Township _____ South, Range _____ (E/W),
in _____ County, Kansas, _____ feet North _____ feet West of Southeast corner of section.

Proposed Rate _____ Proposed Quantity _____ Proposed well depth (feet) _____

This point is: Additional Well Geo Center List other water rights that will use this point _____

Presently authorized point of diversion:

One in the _____ Quarter of the _____ Quarter of the _____ Quarter
of Section _____, Township _____ South, Range _____ (E/W),
in _____ County, Kansas, _____ feet North _____ feet West of Southeast corner of section.

Authorized Rate _____ Authorized Quantity _____ Depth of well _____ (feet)

(DWR use only: Computer ID No. _____ GPS _____ feet North _____ feet West)

This point will not be changed This point will be changed as follows: No change, point better described with GPS as follows:

Proposed point of diversion: (Complete only if change is requested or if existing point is better described by GPS)

One in the _____ Quarter of the _____ Quarter of the _____ Quarter
of Section _____, Township _____ South, Range _____ (E/W),
in _____ County, Kansas, _____ feet North _____ feet West of Southeast corner of section.

Proposed Rate _____ Proposed Quantity _____ Proposed well depth (feet) _____

This point is: Additional Well Geo Center List other water rights that will use this point _____

12. The presently authorized use of water is for Industrial purposes.
It is proposed that the use be changed to NO CHANGE - industrial purposes.
13. If changing the place of use and/or use made of water, describe how the consumptive use will not be increased.
The place of use is only shifting to the well fields being used by the Occidental Chemical Corporation. Many of the current places of use no longer accurately reflect active salt solution mining by OxyChem. The consumptive use will not increase because the use-made-of-water is not changing and the quantity of water under the place of use is the same and sufficient for the required industrial use. The chemical plant will no longer be part of the authorized place of use because it is a secondary use of water. The primary use of water is the salt solution mining.
(Please show any calculations here.)
14. It is requested that the maximum annual quantity of water be reduced to No reduction (acre-feet or million gallons).
15. It is requested that the maximum rate of diversion of water be reduced to No reduction gallons per minute (--- c.f.s.).
16. The application must include either a topographic map or detailed plat. A U.S. Geological Survey Topographic Map, scale 1:24,000, is available through the Kansas Geological Survey, 1930 Constant Avenue, University of Kansas, Lawrence, Kansas 66047-3726 (www.usgs.gov). The map should show the location of the presently authorized point(s) of diversion. Distances North and West of the Southeast corner of the section must be shown. The presently authorized place of use should also be shown. Identify the center of the section, the section lines and the section corners and show the appropriate section, township, and range numbers on the map. In addition the following information must also be shown on the map.
- a. If a change in the location of the point(s) of diversion is proposed, show:
 - 1) The location of the proposed point(s) of diversion. Distances North and West of the Southeast corner of the section must be shown. Please be certain that the information shown on the map agrees with the information shown in Paragraph Nos. 9, 10 and 11 of the application.
 - 2) If the source of supply is groundwater, please show the location of existing water wells of any kind, including domestic wells, within ½ mile of the proposed well or wells. Identify each well as to its use and furnish name and mailing address of the property owner or owners. If there are no wells within ½ mile, please indicate so on the map.
 - 3) If the source of supply is surface water, the names and mailing addresses of all landowner(s) ½ mile downstream and ½ mile upstream from your property lines must be shown.
 - b. If a change in the place of use is desired, show the proposed place of use by crosshatching on the map. Please be certain that the information shown on the map agrees with the information shown in Paragraph No. 5 of the application.
17. Attach documentation to show the change(s) proposed herein will not impair existing water rights and relates to the same local source of supply as to which the water right relates. This information may include statements, plats, geology reports, well logs, test hole logs, and other information as necessary information to show the above. Additional comments may be made below.
The changes are not anticipated to impair existing rights because there is no change in point of diversion, and should involve no substantial increase in quantity of water used, and no additional quantity of water is being authorized. The source of supply is not changing because none of the points of diversion are changing. The rate of diversion also remains the same.
18. If the proposed change(s) does not meet all applicable rules and regulations of the Kansas Water Appropriation Act, please identify the rules and regulations for which you request a waiver. State the reason why a waiver is needed and why the request should be granted. Attach documentation showing that granting the request will not impair existing water rights and will not prejudicially and unreasonably affect the public interest.
No waiver is anticipated for the proposed changes.

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

Any use of water that is not as authorized by the water right or permit to authorize water **before** the chief engineer approves this application is a violation of the Kansas Water Appropriation Act for which criminal or civil penalties may be assessed. Such violation is a class C misdemeanor, punishable by a fine not to exceed \$500 and/or a term of confinement not to exceed one month in the county jail. K.S.A. 82a-728(b). Civil penalties shall be not less than \$100 nor more than \$1,000 per violation. In the case of a continuing violation, each day such violation continues may be deemed a separate violation. In addition to these penalties the water right may be modified or suspended. K.S.A. 82a-737, as amended.

The application must be signed by all owners of the place of use authorized under the water right and his or her spouse, if married. Please indicate if there is no spouse. If land is being purchased under contract, the seller must sign as landowner until such time as the contract is completed.

In the event that all applicants cannot appear before one notary public, they may as necessary sign separate copies of the application before any notary public conveniently available to them. All copies signed in this manner shall be considered to be valid parts of the application.

If the request is signed on behalf of any Owner by someone with legal authority to do so (for example, an agent, one who has power of attorney, or an executor, executrix, conservator), it will be necessary to attach proper documents showing such authority.

I declare that I am an owner of the currently authorized place of use as identified herein, or that I represent all such owners and am authorized to make this application on their behalf, and declare further that the statements contained herein are true, correct, and complete. By filing this application I authorize the chief engineer to permanently reduce the quantity of water and/or rate of diversion as specified in sections 14 and 15 of this application.

Dated at Wichita, Kansas, this 3rd day of May, 20 23.

<u>Cytle</u> (Owner)	_____	(Spouse)
<u>Craig Horak</u> (Please Print)	_____	(Please Print)
_____	_____	(Spouse)
_____	_____	(Please Print)
_____	_____	(Spouse)
_____	_____	(Please Print)
_____	_____	(Spouse)
_____	_____	(Please Print)



State of Kansas }
County of Sedgwick } SS

I hereby certify that the foregoing application was signed in my presence and sworn to before me this 3rd day of May, 20 23.

Tonya K Malicoat
Notary Public

My Commission Expires 12/07/2023

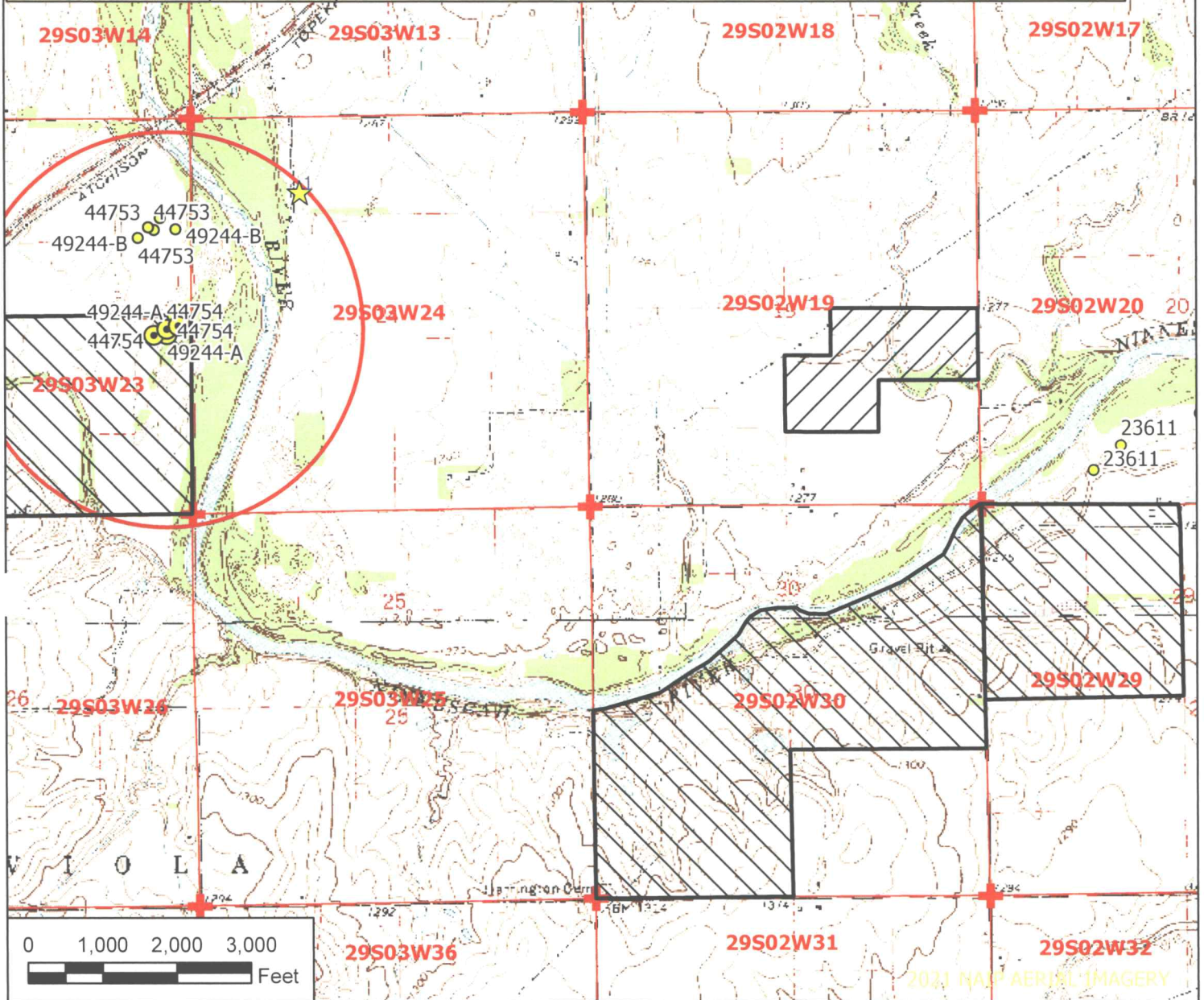
FEE SCHEDULE

Each application to change the place of use, the point of diversion or the use made of the water under this section shall be accompanied by the application fee set forth in the schedule below:

- (1) Application to change a point of diversion 300 feet or less \$100
- (2) Application to change a point of diversion more than 300 feet \$200
- (3) Application to change the place of use \$200
- (4) Application to change the use made of the water \$300

Make check payable to Kansas Department of Agriculture.

Nearby wells are marked with a star and are most easily viewed on the zoomed in map. The entire place of use is visible on a zoomed out 1:30,000 scale map.



Legend

- Water Appropriation
- ⊗ Proposed Point of Diversion
- ⊙ Authorized Point of Diversion
- ★ Domestic Well
- ⊕ Section Corner
- ▭ Section Line
- Half Mile Circle
- ▨ Authorized Place of Use
- ▩ Proposed Place of Use

Water Right, File No. 44754



Change in Place of Use Map
 19,29,30-29-2W // Sedgwick County
 23-29-3W // Sedgwick County

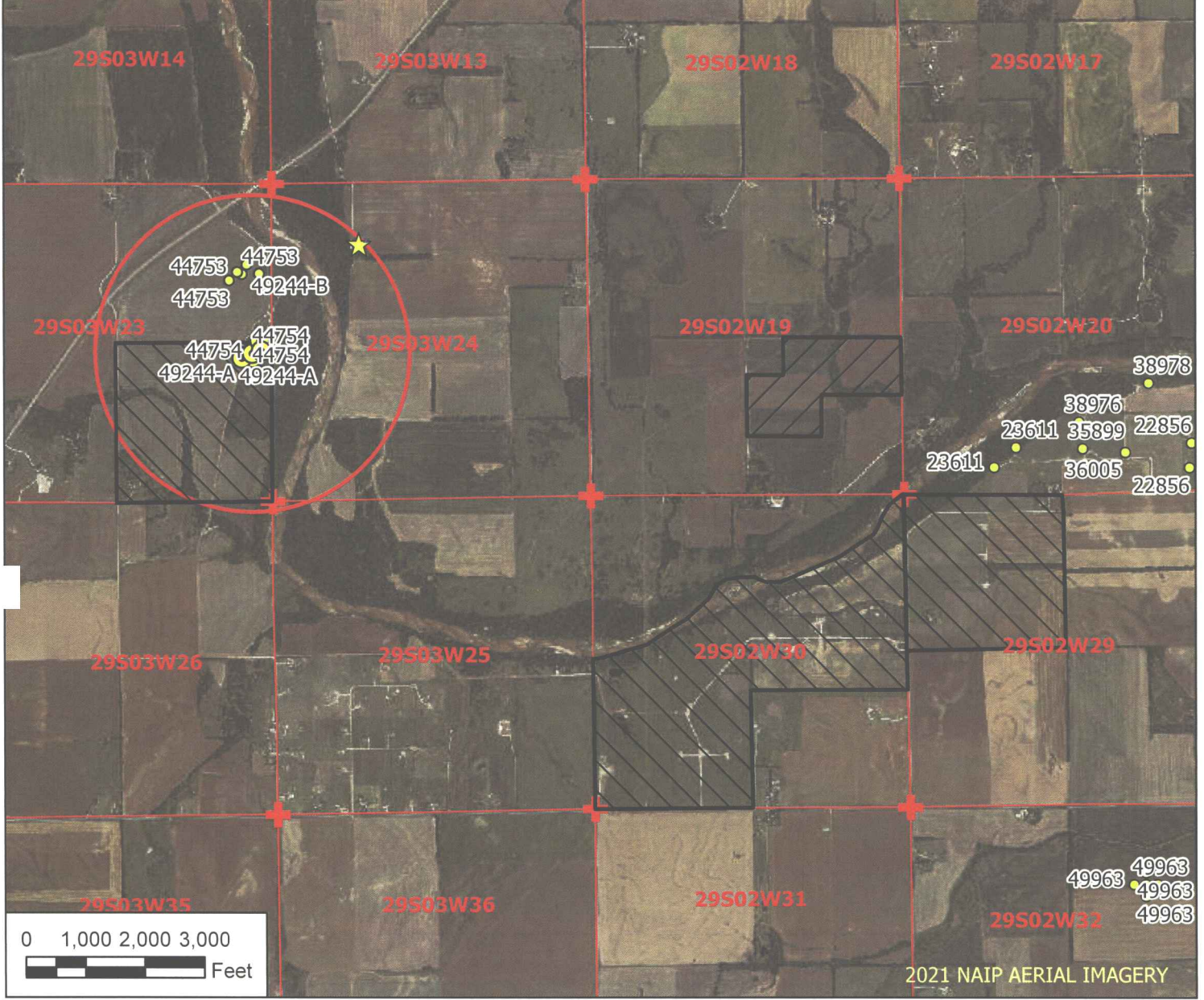
To the best of my knowledge, all points of diversion within one-half mile of the authorized point of diversion have been shown.

Nichole Luffe 05/03/2023

Signature / Date

03/01/2023 TMA/SFFO 1:24,000 scale

Nearby wells are marked with a star and are most easily viewed on the zoomed in map. The entire place of use is visible on a zoomed out 1:30,000 scale map.



Legend

- Water Appropriation
- ⊗ Proposed Point of Diversion
- ⦿ Authorized Point of Diversion
- ★ Domestic Well
- ⊕ Section Corner
- ▭ Section Line
- ⦶ Half Mile Circle
- ▨ Authorized Place of Use
- ▩ Proposed Place of Use

Water Right, File No. 44754



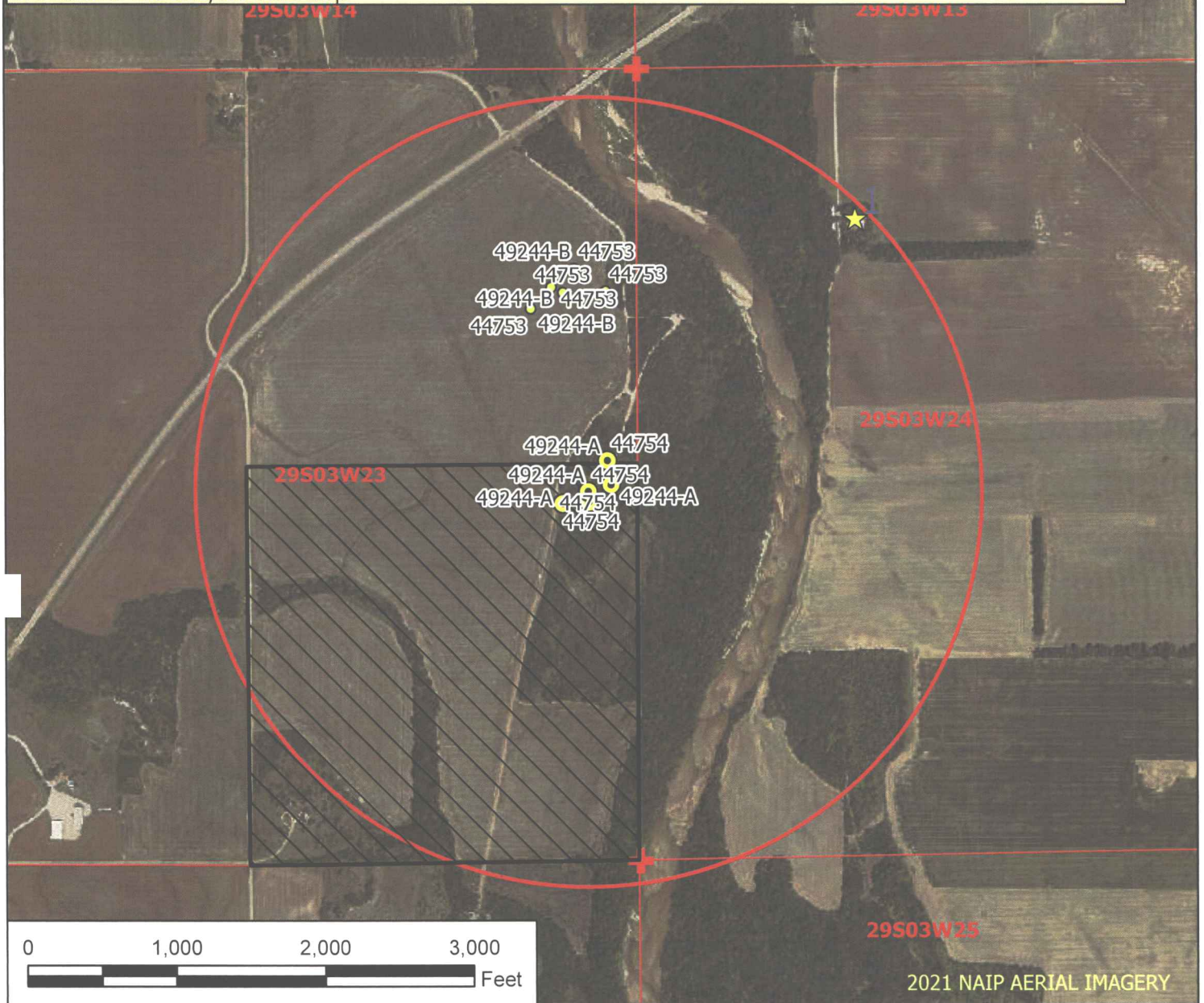
Change in Place of Use Map
 19,29,30-29-2W // Sedgwick County
 23-29-3W // Sedgwick County

To the best of my knowledge, all points of diversion within one-half mile of the authorized point of diversion have been shown.

Nicholas 05/03/2023

Signature / Date 03/01/2023 TMA/SFFO 1:30,000 scale

Nearby wells are marked with a star and are most easily viewed on the zoomed in map. The entire place of use is visible on a zoomed out 1:30,000 scale map.



Legend

- Water Appropriation
- ⊗ Proposed Point of Diversion
- Authorized Point of Diversion
- ★ Domestic Well
- + Section Corner
- Section Line
- Half Mile Circle
- Authorized Place of Use
- Proposed Place of Use

Water Right, File No. 44754



Change in Place of Use Map
 19,29,30-29-2W // Sedgwick County
 23-29-3W // Sedgwick County

To the best of my knowledge, all points of diversion within one-half mile of the authorized point of diversion have been shown.

Nichols 05/03/2023

Signature / Date

03/01/2023 TMA/SFFO 1:12,000 scale

Nearby Domestic Well Owners

Change in Place of Use

Water Right File No. 44754

#1: Marc Blackim
22801 W 95th St S
Clearwater, KS 67026-8632

WATER LEASE

This Water Lease (the "Water Lease") is made and entered into as of the 30th day of November, 2006, by and between Janet M. Henderson, Carolyn S. Holste, and Roger W. Lemon, Jr. (jointly or singly, "Lessor"), and Occidental Chemical Corporation, a New York corporation ("Lessee").

WHEREAS, Lessor owns all right, title and interest to the Lemon Property (as such term is defined below); and

WHEREAS, Lessor has notified Lessee in writing of the existence and description of any vested, appropriated, certified or domestic water rights applicable to the Lemon Property; and

WHEREAS, Lessee wishes to lease the Lemon Property for the purpose of extracting, removing and producing water on, under or from the Lemon Property;

WHEREAS, Lessor wishes to lease the Lemon Property to Lessee, and Lessee wishes to lease the Lemon Property from Lessor, on the terms and conditions set forth in this Water Lease;

NOW, THEREFORE, in consideration of the premises and the terms and conditions set forth below, Lessor and Lessee agree as follows:

1. Lease and Use of Lemon Property - Lessor hereby
 - (a) grants, demises, and leases to Lessee the following described real estate (the "Lemon Property") located in Sedgwick County, Kansas:

the West 53 1/3 rods of the Northwest Quarter and the West 53 1/3 rods of the North Half of the Southwest Quarter of Section 24 and all of Section 23, Township 29 South, Range 3 West of the 6th P.M.;

provided, however, that the Lemon Property shall not include the real estate described in Exhibit A that is attached to this Water Lease and incorporated herein by this reference; and
 - (b) sells, assigns and conveys unto Lessee, all water that may be produced in any way or manner on, under or from the Lemon Property.

Activities by the Lessee upon the Lemon Property shall be specifically limited to those necessary, appropriate or desirable for the exploration, location, extraction, removal, storage and transportation of water in accordance with the terms of this Water Lease. Without limiting the generality of the foregoing, Lessee shall have the right to

enter on, and perform the following activities in connection with, the Lemon Property: install well(s); explore, test, prospect and drill for water on or under the Lemon Property; produce, extract, consume, save, own (including any appropriate Certificates of Appropriation evidencing such ownership) water extracted, removed or produced from or under the Lemon Property; treat, process, use, store, possess and transport water extracted, removed or produced from or under the Lemon Property by Lessee in such quantities as Lessee may desire; lay, move, replace, maintain and use water pipelines in, under and upon the Lemon Property; and construct and maintain such installations and devices as Lessee shall determine necessary, appropriate or desirable in the exercise of its rights under this Water Lease. Lessee shall conduct all such permitted activities in a manner which will not unreasonably interfere (except for the extraction, removal, production, storage and transportation of water) with agricultural operations on the Lemon Property, which are readily apparent from a visual inspection or are made known to Lessee by Lessor with reasonable advance notice.

Lessor shall cooperate and sign, and have any of their respective spouses sign, any "change application" or other document reasonably necessary for Lessee to obtain approvals to change the place of use, point of diversion, or use of water that is subject to this Lease.

2. Rent - Lessee shall pay to Lessor, during the term of this Water Lease, the sum of \$1,000 (such sum as adjusted pursuant to this Section 2, the "Base Rent") for each calendar month commencing on or after December 1, 2006. The Base Rent for each calendar month shall be paid by the 15th day of that month in the following manner:

25% of the Base Rent shall be paid to Janet M. Henderson at the address specified by her;

25% of the Base Rent shall be paid to Carolyn S. Holste at the address specified by her; and

50% Base Rent shall be paid to Roger W. Lemon, Jr. at the address specified by him;

provided, however that if (a) a Lessor does not specify an address for that Lessor's receipt of his or her portion of the Base Rent or (b) the Base Rent is returned to Lessee after being mailed to that Lessor, Lessee shall mail that portion of the Base Rent to the address specified in Section 7 below unless that Lessor provides another address for his or her portion of the Base Rent.

The amount of the Base Rent shall be adjusted on each December 1, commencing on or after December 1, 2007 by an amount calculated pursuant to the following formula:

$$\$1,000 \times (\text{CPI for the Preceding October} \div \text{CPI for October 2006});$$

provided, however, that such adjustment shall not be made if such adjustment would reduce the Base Rent to an amount that is less than the Base Rent for the immediately preceding November.

In the above formula, "CPI" means the Consumer Price Index for All Urban Consumers (1982 to 1984 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices, all urban consumers, United States city average. The statistical methods used for computing the CPI shall be those chosen by the United States Department of Labor for that purpose irrespective of whether the methods are changed from time to time. If the base year selected by the United States Department of Labor is changed, then the resultant index for the above formula shall be readjusted so as to reflect the base initially established under this Section. If the CPI shall no longer be published or cannot be readjusted, then another index generally recognized as authoritative shall be substituted by Lessor and Lessee and "CPI" shall refer to that other index.

The necessary calculation for the Base Rent adjustment required herein will be made as quickly as possible, but in the event a monthly payment date occurs before the adjustment can be calculated, an amount equal to the current unadjusted monthly payment shall be paid by Lessee to Lessor on the monthly payment date, and as soon as the calculation of the adjustment is made, an additional payment in the resultant adjustment amount, if any, shall be immediately paid by Lessee to Lessor.

3. Term and Termination - This Water Lease is for an initial term of ten years ("Initial Term") commencing on December 1, 2006. At the end of the Initial Term, this Water Lease shall automatically continue for additional terms of ten years each, unless Lessee terminates this Lease on any November 30 commencing on or after November 30, 2016, by Lessee giving Lessor at least 90 days prior written notice of termination as provided below.

Notwithstanding anything to the contrary in this Section 3, Lessee shall have the right to terminate this Water Lease at any time that it shall see fit to do so by giving Lessor written notice of termination 30 days in advance of such termination; and Lessee shall exercise this right of termination on November 30, 2056 if this Water Lease is in effect on that date.

In the event that Lessee elects to terminate this Water Lease pursuant to this Section 3, then upon such termination thereof, each, and every duty, obligation, and requirement of Lessee, including any and all obligations to make payments to Lessor shall cease, terminate, and come to an end at the date of that termination of this Water Lease.

In the event of a termination of this Water Lease for any reason, Lessee shall have a reasonable time after such termination in which to remove any and all casings, machinery, fixtures, equipment, installations, or other real or personal property which it may have placed in, under or upon the Lemon Property in the exercise of Lessee's rights under this Water Lease.

Upon the termination of this Water Lease, Lessee shall reasonably restore the surface of any portion of the Lemon Property which was disturbed by Lessee during the term of this Water Lease, ordinary wear and tear excepted.

Lessee shall retain ownership and title to all Certificates of Appropriation which may be issued to Lessee as a result of its operations hereunder, notwithstanding termination of this Water Lease for any reason whatsoever.

4. Breach - If Lessor determines that Lessee is in material breach of this Water Lease, Lessor shall first give written notice to Lessee at the address provided for in Section 7 below, which notice shall set forth the terms of this Water Lease deemed to be materially breached by Lessee. Lessee shall have 60 days from receipt of such notice, to cure such breach. If Lessee has not cured such breach within such time, or if such breach cannot be cured in such time, Lessee has not commenced to make, and continued to make until cured, a diligent effort to cure such breach, then Lessor may terminate this Water Lease.

5. Other Obligations of Lessee – Lessee shall:

- (a) bury all water pipelines which Lessee places in or upon the Lemon Property below plow depth;
- (b) properly maintain any appurtenances, structures or improvements placed on the Lemon Property by Lessee; and
- (c) pay Lessor a reasonable sum for any damage (ordinary wear and tear and consequential, incidental and special damages excepted) to (i) Lessor's property, surface or subsurface, caused by the repair, removal, replacement or operation of the equipment utilized by Lessee in its activities permitted herein or (ii) Lessor's crops on the Lemon Property, directly caused by Lessee's use of the surface of the Lemon Property.

6. Other Leases - Lessor reserves the right to lease the "Lemon Property" for any and all purposes (other than water removal or salt mining) (including, but not limited, to exploration and development of oil, gas and other minerals) that will not unreasonably interfere with Lessee's rights under this Water Lease.

7. Notices - Any notices or other communications provided for under this Water Lease (and, unless otherwise expressly provided herein, under any document delivered pursuant to this Water Lease) shall be given in writing and shall be deemed duly given upon (a) transmitter's confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of 5 calendar days after the day when mailed by certified or registered mail, postage prepaid, addressed to a party at the following applicable address(es) (or at such other address as such party shall specify by like notice):

To Lessor:

Mr. Roger Lemon
24600 W. K-42 Hwy.
Viola, KS 67149
Telecopier No.:

To Lessee:

Occidental Chemical Corporation
P. O. Box: 12283
Wichita, KS 67277
Attention: Plant Manager
Telecopier No.: 316-529-7503

8. Subsidence - Notwithstanding Section 2 above, if Lessee takes water pursuant to this Water Lease and such taking causes the ground water level underneath the portion of the Lemon Property upon which Lessor is producing agricultural crops to lower to such an extent that it can be conclusively proven said lowering is adversely impacting such agricultural production as evidenced by consistently lower crop yields, then and in such an event, Lessor and Lessee shall negotiate in good faith to seek a prompt and satisfactory resolution of such circumstance.

9. Taxes – Lessor shall bear and pay any and all taxes, assessments, and other governmental charges, general and special, ordinary and extraordinary, and of any kind or nature whatsoever (singly or collectively, "Taxes") that are levied on the Lemon Property or the Base Rent. If Lessor fails to pay any such Taxes, Lessee shall have the right (but not the obligation) to pay such Taxes and deduct such payment from any Base Rents or seek recovery of such payment from Lessor.

10. Quiet Enjoyment – As long as Lessee pays all rent and performs all of its other obligations hereunder, Lessee shall quietly enjoy the Lemon Property for the purposes hereunder without hindrance or molestation by Lessor or any person claiming through or under Lessor.

11. Salt Contract - This Water Lease is related to another agreement between Lessor and Lessee's subsidiary, Basic Chemicals Company, LLC ("Basic Chemicals") concerning the mining of salt. Lessee agrees, on behalf of Basic Chemicals, that that other agreement will terminate simultaneously with the termination of this Water Lease unless Lessee agrees to pay Lessor the Base Rent as if this cancelled Water Lease were in full force and effect.

12. General Provisions

A. Captions – The Section and sub-Section headings of this Water Lease are inserted for convenience only and shall not constitute a part of this Water Lease in construing or interpreting any provision of this Water lease.

B. Entirety and Severability – This Water Lease embodies the entire agreement and understanding of Lessor and Lessee with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter. If any provision of this Water Lease (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a governmental entity of competent jurisdiction, the remainder of this Water Lease will continue in full force and effect and the application of such provision will be interpreted so as reasonably to give effect to the intent of Lessor and Lessee expressed in this Water Lease. Lessor and Lessee shall replace such invalid, illegal or unenforceable provision with a valid, legal and enforceable provision that will achieve, to the extent possible, the economic, business or other purposes of such invalid, illegal or unenforceable provision.

C. Successors and Assigns – This Water Lease shall constitute a real right and covenant running with the Lemon Property, and shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Whenever a reference is made herein to Lessor or Lessee, such reference shall include that party's successors and assigns.

D. Contractors – Lessee shall have the right to hire third parties to enter on the Lemon Property and explore, locate, extract, remove, store and transport water for Lessee in accordance with the terms of this Water Lease.

E. Memorandum of Lease – Lessee and Lessor shall execute an instrument in recordable form reasonably acceptable to Lessee and Lessor constituting a memorandum of lease which shall be filed for record in the Register of Deeds for Sedgwick County, Kansas, solely to give record notice of the existence of this Water Lease and the priority of this Water Lease over liens and other interests arising subsequently. No such memorandum shall in any way vary, modify or supersede this Water Lease.

F. Counterparts – This Water Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. Effect – This Water Lease is binding upon the parties hereto and their respective heirs, legates, devisees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Lessors:

Janet M. Henderson
Janet M. Henderson

Carolyn S. Holste

Roger W. Lemon, Jr.

Lessee:

Occidental Chemical Corporation

By: Eugene E. Thomas
Name:

Plant Manager
Title:

ACKNOWLEDGEMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED that on this 13th day of December, 2006, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Janet M. Henderson, who acknowledged to me that she executed the above and foregoing Water Lease as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

NIQUELLE M. BALLARD
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: May 10, 2009
Commission # 05700908

Niquelle M. Ballard
Notary Public

My Appointment Expires:
May 10, 2009

ACKNOWLEDGEMENT

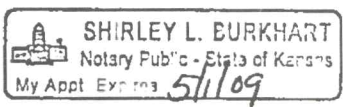
STATE OF Kansas)
) ss:
COUNTY OF Sedgewick)

BE IT REMEMBERED that on this 10 day of January, ²⁰⁰⁷2006, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Carolyn S. Holste, who acknowledged to me that she executed the above and foregoing Water Lease as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Shirley L. Burkhart
Notary Public

My Appointment Expires:
5/1/09



Janet M. Henderson

Carolyn S. Holste

Carolyn S. Holste

Roger W. Lemon, Jr.

Lessee:

Occidental Chemical Corporation

By: *Eugene S. Lemon*

Name:

Plant Manager

Title:

Janet M. Henderson

Carolyn S. Holste

Roger W. Lemon Jr.

Roger W. Lemon, Jr.

Lessee:

Occidental Chemical Corporation

By: *Eugene S. Khan*

Name:

Plant Manager

Title:

ACKNOWLEDGEMENT

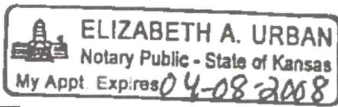
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 7th day of December, 2006, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Roger W. Lemon, Jr., who acknowledged to me that he executed the above and foregoing Water Lease as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Elizabeth A. Urban
Notary Public

My Appointment Expires:



ACKNOWLEDGEMENT

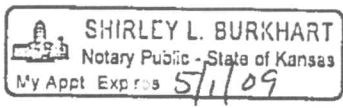
STATE OF Kansas)
) ss:
COUNTY OF Sedgwick)

BE IT REMEMBERED that on this 10 day of January, ²⁰⁰⁷~~2006~~, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Eugene Thomas, a Plant manager, of Occidental Chemical Corporation, a New York corporation, personally known to me to be the same person who executed the above and foregoing Water Lease and duly acknowledged to me the execution of the same for and on behalf and as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Shirley L. Burkhart
Notary Public

My Appointment Expires:



5/1/09

ATTACHMENT III-1
(HARRINGTON FIELD BRINE LEASE)

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of December, 1998, by and between

KEITH A. HARRINGTON
and
MARGA HARRINGTON
husband and wife, collectively
hereinafter referred to as
"HARRINGTON"

and

VULCAN CHEMICALS, a business
group of VULCAN MATERIALS
COMPANY, a New Jersey
Corporation hereinafter
referred to as
"VULCAN"

wherein Harrington agrees to sell and Vulcan agrees to buy certain mineral rights in and under the following described real estate in the County of Sedgwick, State of Kansas, to-wit:

Southwest Quarter, except a tract 13 rods square in the Southwest corner for Cemetery, and all that part of the Southwest Quarter of the Northwest Quarter, lying South of the center of the Ninnescah River, in Section 30, Township 29 South, Range 2 West of the 6th P.M. (Consists of one hundred and sixty six (166) acres, more or less.) (herein "the Harrington Property")

on the following conditions:

1. Harrington hereby sells, assigns and conveys unto Vulcan all salt and salt brine as may be produced on or underlying the above described real estate.

2. In order to enable Vulcan to mine or otherwise produce such minerals, Harrington hereby grants to Vulcan those rights hereinafter specified to use the surface of the above

described real estate for the mining and producing, by means of injection and withdrawal wells, and transporting from the premises salt and salt brine. Vulcan shall have the right to the use of the surface that is herein provided, as follows:

(a) Vulcan shall have the right to enter upon and occupy the above described property. The right of occupancy herein granted is on the condition that a minimum of acreage will be used for mining purposes.

(b) It is contemplated by the parties that it will be necessary for Vulcan to lay certain pipelines to be used in transporting minerals and water, and Vulcan is hereby given the right to lay and maintain such pipelines as may be reasonably necessary to serve Vulcan's purposes. In the event it becomes necessary to lay pipelines underlying any part of the surface, such pipeline or pipelines shall be laid below plow depth and shall be maintained in such a manner as not to interfere with those normal farming operations as may be conducted on the surface.

(c) Vulcan shall have the right to build roads, construct improvements, and make such surface and subsurface installations as may be necessary to conduct Vulcan's mining

operations on said premises; provided that with regard to such operations by Vulcan hereunder, to the extent that such roads are necessary, all such roads shall provide the most direct and accessible ingress and egress with a minimum of interference to the normal farming operations; and provided further the surface facilities and roads shall be located in areas approved by Harrington which approval shall not be unreasonably withheld by Harrington.

3. The exercise of Vulcan's rights under Paragraph 2 shall be conditioned upon Vulcan reimbursing Harrington for the value of any growing crops which may be present at the time any acreage or right-of-way is first occupied. Further, during the term of this Agreement Vulcan shall annually reimburse Harrington for the value of any growing crops that may be damaged as a result of Vulcan's mining operation. In the event Harrington and Vulcan are unable to agree from time to time upon the value of such growing crops, then the value shall be determined by arbitration, each of the parties hereto having the right to choose one arbitrator with the understanding that the two (2) arbitrators shall agree upon a third (3rd) arbitrator. The award of the arbitrators shall be binding upon each party hereto and the

arbitrator's fees will be paid by the selecting party with the third arbitrator's fee split equally and paid by the parties hereto.

4. Vulcan agrees that at the time it surrenders the right to possession of the surface that it will surrender possession in substantially the same condition as the ground was in when possession was taken. In the event any portion of the surface is permanently damaged and cannot be restored to substantially the same condition that it was in at the time possession was taken, Vulcan shall pay to Harrington a reasonable sum for such permanent damage. In the event Harrington and Vulcan are unable to agree upon the amount of the damages, then the amount shall be determined by arbitration as specified in Paragraph 3.

5. It is recognized by the parties that this Agreement is entered into with informed expectation that substantial beds of mineral salt underlie the real estate involved. Nevertheless, it is recognized that such expected salt beds may not be of sufficient thickness or character to permit satisfactory mining operations. For that reason, Vulcan is hereby given the right from the inception of this Agreement and throughout the life of this agreement to carry on core drilling operations on this acreage for the purpose of satisfying Vulcan that the anticipated salt beds are of sufficient depth or character or production to satisfy its requirements. If at any time, whether mining operations have commenced or not, Vulcan shall ascertain, at its sole discretion, that the anticipated salt beds are not of sufficient depth or

character or production to satisfy its requirements, then Vulcan may notify Harrington in writing that Vulcan elects to terminate this agreement; whereupon all rights herein granted shall terminate and immediately vest in Harrington and Vulcan shall have no further rights and obligations under the terms of this agreement other than (i) to pay any damages caused to growing crops; and (ii) to restore the surface of any area occupied by Vulcan as herein elsewhere provided.

6. In consideration of the rights herein granted, Vulcan agrees to make the following payments to Harrington.

- (a) One payment of Four Thousand One Hundred and Fifty Dollars (\$4,150.00) (\$25.00/acre at 166 acres) at the time of the execution of this agreement plus a one time signing fee of Five Thousand Dollars (\$5,000.00).
- (b) A payment of Seven Hundred Eighty Five Dollars and Forty Cents (\$785.40) per well, on all wells, payable at such time as mineral production begins.
- (c) Annually, on each anniversary of the payment made in accordance with Paragraph (b) above, a payment of Seven Hundred Eighty Five Dollars and Forty Cents (\$785.40) per well, on all wells, as long as mineral production continues.

- (d) Annually, on the anniversary of the payment or payments being made in accordance with Paragraph (a) above, one payment equal to Twenty-Five Dollars (\$25.00) per acre for the total acres if no payment is made under the provisions of the above Paragraphs (b) and (c).
- (e) The payments made pursuant to Sections 6(b) and (c) above, shall be adjusted on the basis of the change in the Consumer Price Index for all Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics, each year, on or about July 9. Provided, however, that such payments shall not be adjusted below the amounts set forth in Sections 6(b) and (c).
- (f) At such time as Vulcan shall determine that the mineral reserves referable to a specific series of wells have been depleted or Vulcan otherwise determines that it desires to cease extraction from such wells, Vulcan shall pay to Harrington a one-time payment equal to the most recent annual payment for said series of wells, and Vulcan shall have no further liability to Harrington with respect to such wells. Moreover, Vulcan shall not thereafter

re-drill the acreage attributed to the series of wells with respect to which extraction has ceased, and Vulcan shall not re-enter the abandoned wells and again commence production. The mineral rights herein granted with respect to the acreage attributed to the series of wells with respect to which extraction has ceased shall immediately vest in Harrington. In addition, if authorized by the appropriate government agency, Vulcan agrees to bury abandoned well heads within one (1) year of the last day of Vulcan's use of such wells.

(g). In the event that Vulcan shall find it undesirable to commence or continue actual mining operations provided for above, then Vulcan shall have the right to suspend payments from year to year for a period of not to exceed ten (10) years and to pay in lieu of thereof an annual rental of Twenty-Five Dollars (\$25.00) per acre, for the total acreage provided that Harrington is given written notice of the exercise of such right by Vulcan, and Harrington is paid the first such annual rental on or before the expiration of the anniversary date of the previous payment.

(h). If there is more than one (1) series in production and Vulcan shall find it undesirable to continue actual mining operations as to all series without terminating the right to restart production as to one (1) or more series, then in order to retain such right, Vulcan shall pay to Harrington an annual rental of Twenty-Five Dollars (\$25.00) per acre, for the total acreage provided Harrington is paid the first such annual rental on or before the anniversary of the previous payment.

(i). If Vulcan desires to exercise its rights under either paragraphs (g) or (h) above, Vulcan shall provide Harrington written notice thirty (30) days in advance of the exercise of such right.

7. All correspondence directed to Vulcan in regard to this agreement shall be addressed to Vulcan Chemicals, Post Office Box 12283, Wichita, Kansas, 67277, and all correspondence concerning this agreement addressed to Harrington shall be forwarded to Route 2, Box 125, Howard, Kansas, 67349.

8. This Agreement is contingent upon the parties securing all necessary regulatory, governmental and administrative permits and approvals for the proposed salt solution mining

operation on the subject property. Vulcan shall conduct all operations on the above described real property in strict compliance (a) with all federal and state laws, including all environmental laws and regulations and all rules and regulations of the Kansas Department of Health and Environment and the Kansas Corporation Commission, and (b) with the terms and conditions of any permits issued by the Metropolitan Area Planning Commission or other municipal authority.

9. Harrington shall have the right to terminate this Agreement if Vulcan materially breaches any of the terms of this Agreement subject however to the following. In the event Harrington determines that Vulcan is in breach of this Agreement, they shall first give written notice to Vulcan at the address provided for in paragraph 7 above, which notice shall set forth the terms of this Agreement deemed to be in breach by Vulcan. Vulcan shall have sixty (60) days from receipt of such notice, unless mutually extended by the parties, to cure such breach. If Vulcan has not cured such breach within such time, then Harrington may terminate this Agreement.

10. Vulcan shall add Harrington as an additional insured under any liability insurance policy Vulcan may have covering any activities, circumstances or events surrounding the operation conducted by Vulcan on the property.

11. Vulcan hereby agrees to indemnify, defend (with counsel selected by Vulcan) and hold Harrington and each of them

and their respective heirs, executors, administrators, trustees and assigns harmless from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that (i) arise or occur due to the fault of Vulcan and (ii) arise directly or indirectly from or in connection with the operations conducted by Vulcan on the Harrington Property including but not limited to the presence, suspected presence, release or suspected release or threatened release of any hazardous substance of any kind by Vulcan, whether into the air, soil, surface water, groundwater, pavement, structures, fixtures, equipment, tanks, containers or other personalty at the Harrington Property or surface and subsurface collapse caused by Vulcan.

12. This Agreement, unless sooner terminated by mutual consent of the parties or pursuant to the provisions of paragraph nine (9), shall continue in effect so long as Vulcan continues to continuously conduct operations on the Harrington Property.

13. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto
affixed their signatures the day and year first written above.

"GRANTORS"

Marga Harrington
Marga Harrington

Keith A. Harrington
Keith A. Harrington

"GRANTEE"

VULCAN CHEMICALS, a business
group of VULCAN MATERIALS
COMPANY

By: S.A. Hinkel
President, Chlontanti 1/6/99 Grantee
BCR 1/4/99

ATTEST: Sharon B. Smith

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 17th day of December, 1998, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Marga Harrington who is known to me to be the same person who executed the above and foregoing Agreement and duly acknowledged the execution of the same as her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Christene L. Bohl
Notary Public

My Appointment Expires:
9-8-2000

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 17th day of December, 1998, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Keith A. Harrington who is known to me to be the same person who executed the above and foregoing Agreement and duly acknowledged the execution of the same as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Christene L. Bohl
Notary Public

My Appointment Expires:
9-8-2000

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

 ss:

The foregoing instrument was acknowledged before me this
4th day of January, 1998, by J. D. Kilala, _____ of
VULCAN CHEMICALS, a business group of VULCAN MATERIALS COMPANY, on
behalf of the corporation.

Martha K. Rowe

Notary Public

My Appointment Expires:

NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES MARCH 21, 2002
BONDED BY FEDERAL INS. CO.

ATTACHMENT III-3
(PAULY FIELD BRINE LEASE)

621

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of December, 1998, by and between

KENNETH PAULY and MARILYN B. PAULY,
husband and wife, hereinafter
referred to as "PAULY"

AND

VULCAN CHEMICALS, a business group
of VULCAN MATERIALS COMPANY, a New
Jersey Corporation hereinafter
referred to as "VULCAN"

wherein Pauly agrees to sell and Vulcan agrees to buy certain mineral rights and to reserve water rights in and under the following described real estate in the County of Sedgwick, State of Kansas, to-wit:

See Exhibit "A" attached for legal description consisting of two hundred and eighty-eight (288) acres, more or less. (herein the Pauly Property)

on the following terms and conditions:

1. Pauly hereby sells, assigns and conveys unto Vulcan all salt and salt brine as may be produced on or underlying the above describe real estate.

2. In order to enable Vulcan to mine or otherwise produce such minerals, Pauly hereby grants to Vulcan those rights hereinafter specified to use the surface of the above real estate for the mining and producing, by means of injection and withdrawal wells, and transporting from the premises salt and salt brine, Vulcan shall have the right to the use of the surface that is herein provided, as follows:

- (a) Vulcan shall have the right to enter upon and occupy the above described property. The right of occupancy herein granted is on the condition that a minimum of acreage will be used for mining purposes.
- (b) It is contemplated by the parties that it will be necessary for Vulcan to lay certain pipelines to be used in transporting minerals and water, and Vulcan is hereby granted the right to lay and maintain such pipelines as may be reasonably necessary to serve Vulcan's purposes. In the event it becomes necessary to lay pipelines underlying any part of the surface, such pipeline or pipelines shall be laid below plow depth and shall be maintained in such a manner as not to interfere with those normal farming operations as may be conducted on the surface.
- (c) Vulcan shall have the right to build roads, construct improvements, and make such surface and subsurface installations as may be necessary to conduct Vulcan's mining operations on said premises; provided that with respect to such operations by Vulcan hereunder, to the extent that such roads are necessary, all such roads shall provide the most direct and accessible ingress and egress with a minimum of interference to the normal

farming operations; and provided further the surface facilities and roads shall be located in areas approved by Pauly which approval shall not be unreasonably withheld by Pauly.

3. The exercise of Vulcan's rights under Paragraph 2 shall be conditioned upon Vulcan reimbursing Pauly for the value of any growing crops which may be present at the time any acreage or right-of-way is first occupied. Further, during the term of this Agreement Vulcan shall annually reimburse Pauly for the value of any growing crops that may be damaged as a result of Vulcan's mining operation. In the event Pauly and Vulcan are unable to agree from time to time upon the value of such growing crops, then the value shall be determined by arbitration, each of the parties hereto having the right to choose one arbitrator with the understanding that the two (2) arbitrators shall agree upon a third (3rd) arbitrator. The award of the arbitrators shall be binding upon each party hereto and the arbitrators' fees will be paid by the selecting party with the third arbitrator's fee split equally and paid by the parties hereto.

4. Vulcan agrees that at the time it surrenders the right to possession of the surface that it will surrender possession in substantially the same condition as the ground was in when possession was taken. In the event any portion of the surface is permanently damaged and cannot be restored to substantially the same condition that it was in at the time possession was taken, Vulcan shall pay to Pauly a reasonable sum for such permanent

damage. In the event Pauly and Vulcan are unable to agree upon the amount of the damages, then the amount shall be determined by arbitration as specified in Paragraph 3.

5. It is recognized by the parties that this Agreement is entered into with informed expectation that substantial beds of mineral salt underlie the real estate involved. Nevertheless, it is recognized that such expected salt beds may not be of sufficient thickness or character to permit satisfactory mining operations. For that reason Vulcan is hereby given the right from the inception of this Agreement and throughout the life of this Agreement to carry on drilling operations on this acreage for the purpose of satisfying Vulcan that the anticipated salt beds are of sufficient depth or character or production to satisfy its requirements. If at any time, whether mining operations have commenced or not, Vulcan shall ascertain, at its sole discretion, that the anticipated salt beds are not of sufficient depth or character or production to satisfy its requirements, then Vulcan may notify Pauly in writing that Vulcan elects to terminate this Agreement; whereupon all rights herein granted shall terminate and immediately vest in Pauly and Vulcan shall have no further rights and obligations under the terms of this Agreement other than (i) to pay any damages caused to growing crops and (ii) to restore the surface of any area occupied by Vulcan as herein elsewhere provided.

6. In consideration of the rights herein granted, Vulcan agrees to make the following payments to Pauly:

- (a) One payment of Seven Thousand Two Hundred Dollars (\$7,200.00) (\$25/acre, 288 acres) at the time of the execution of this agreement plus a one time signing fee of Ten Thousand Dollars (\$10,000.00).
- (b) A payment of Seven Hundred Eighty-Five dollars and forty cents (\$785.40) per well, on all wells, payable at such time as mineral production begins.
- (c) Annually, on each anniversary of the payment made in accordance with Paragraph (b) above, a payment of Seven Hundred Eighty-Five dollars and forty cents (\$785.40) per well, on all wells, as long as mineral production continues, provided, however, that the total of such annual payments will never be less than \$7,200.00.
- (d) Annually, on the anniversary of the payment or payments being made in accordance with Paragraph (a) above, one payment equal to Twenty-Five Dollars (\$25) per acre for the total acres if no payment is made under the provisions of the above Paragraph (b) and (c).
- (e) The payments made pursuant to Sections 6(b) and (c) above, shall be adjusted on the basis of the change in the Consumer Price Index for all Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics, each year, on or about July 9. Provided, however, that such payments

shall not be adjusted below the amounts set forth in Sections 6(b) and (c).

- (f) At such time as Vulcan shall determine that the mineral reserves referable to a specific series of wells have been depleted or Vulcan otherwise determines that it desires to cease extraction from such wells, Vulcan shall pay to Pauly a one-time payment equal to the most recent annual payment for said series of wells, and Vulcan shall have no further liability to Pauly with respect to such wells. Moreover, Vulcan shall not thereafter re-drill the acreage attributed to the series of wells with respect to which extraction has ceased, and Vulcan shall not re-enter the abandoned wells and again commence production. The mineral rights herein granted with respect to the acreage attributed to the series of wells with respect to which extraction has ceased shall immediately vest in Pauly. In addition, if authorized by the appropriate government agency, Vulcan agrees to bury abandoned well heads within one (1) year of the last day of Vulcan's use of such wells.
- (g). In the event that Vulcan shall find it undesirable to commence or continue actual mining operations provided for above, then Vulcan shall have the right to suspend payments from year to year for a

period of not to exceed ten (10) years and to pay in lieu of thereof an annual rental of Twenty-Five Dollars (\$25.00) per acre, for the total acreage provided that Pauly is given written notice of the exercise of such right by Vulcan, and Pauly is paid the first such annual rental on or before the expiration of the anniversary date of the previous payment.

(h). If there is more than one (1) series in production and Vulcan shall find it undesirable to continue actual mining operations as to all series without terminating the right to restart production as to one (1) or more series, then in order to retain such right, Vulcan shall pay to Pauly an annual rental of Twenty-Five Dollars (\$25.00) per acre, for the total acreage provided Pauly is paid the first such annual rental on or before the anniversary of the previous payment.

(i). If Vulcan desires to exercise its rights under either paragraphs (g) or (h) above, Vulcan shall provide Pauly written notice thirty (30) days in advance of the exercise of such right.

7. All correspondence directed to Vulcan in regard to this Agreement shall be addressed to Vulcan Chemicals, Post Office Box 12283, Wichita, Kansas 67277, and all correspondence

concerning this Agreement addressed to Pauly shall be forwarded to 809 St. Andrews, Wichita, Kansas, 67203.

8. This Agreement is contingent upon the parties securing all necessary regulatory, governmental and administrative permits and approvals for the proposed salt solution mining operation on the subject property. Vulcan shall conduct all operations on the above described real property in strict compliance (a) with all federal and state laws, including all environmental laws and regulations and all rules and regulations of the Kansas Department of Health and Environment and the Kansas Corporation Commission, and (b) with the terms and conditions of any permits issued by the Metropolitan Area Planning Commission or other municipal authority.

9. Pauly shall have the right to terminate this Agreement if Vulcan materially breaches any of the terms of this Agreement subject however to the following. In the event Pauly determines that Vulcan is in breach of this Agreement, they shall first give written notice to Vulcan at the address provided for in paragraph 7 above, which notice shall set forth the terms of this Agreement deemed to be in breach by Vulcan. Vulcan shall have sixty (60) days from receipt of such notice, unless mutually extended by the parties, to cure such breach. If Vulcan has not cured such breach within such time, then Pauly may terminate this Agreement.

10. Vulcan shall add Pauly as an additional insured under any liability insurance policy Vulcan may have covering any

activities, circumstances or events surrounding the operation conducted by Vulcan on the property.


11. Vulcan hereby agrees to indemnify, defend (with counsel selected by Vulcan) and hold Pauly and each of them and their respective heirs, executors, administrators, trustees and assigns harmless from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that (i) arise or occur due to the fault of Vulcan and (ii) arise directly or indirectly from or in connection with the operations conducted by Vulcan on the Pauly Property including but not limited to the presence, suspected presence, release or suspected release or threatened release of any hazardous substance of any kind by Vulcan, whether into the air, soil, surface water, groundwater, pavement, structures, fixtures, equipment, tanks, containers or other personalty at the Pauly Property or surface and subsurface collapse caused by Vulcan.

12. This Agreement, unless sooner terminated by mutual consent of the parties or pursuant to the provisions of paragraph nine (9), shall continue in effect so long as Vulcan continues to continuously conduct operations on the Pauly Property.

13. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures the day and year first written above.

"GRANTORS"



Kenneth Pauly



Marilyn B. Pauly

"GRANTEE"

VULCAN CHEMICALS, a business group
of VULCAN MATERIALS COMPANY

By: 

President, Chloralkali
1/6/99

BCR 1/4/99

ATTEST: 

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 16th day of December, 1998, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Kenneth Pauly who is known to me to be the same person who executed the above and foregoing Agreement and duly acknowledged the execution of the same as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Marilyn A. Dugan
Notary Public

My Appointment Expires:
9-30-2001

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 16th day of December 1998, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Marilyn B. Pauly who is known to me to be the same person who executed the above and foregoing Agreement and duly acknowledged the execution of the same as her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Marilyn A. Dugan
Notary Public

My Appointment Expires:
9-30-2001

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

 ss:

The foregoing instrument was acknowledged before me this 4th day of Jan., 1998, by J. D. Heilala, of VULCAN CHEMICALS, a business group of VULCAN MATERIALS COMPANY, on behalf of the corporation.

Martha K. Rowe
Notary Public

My Appointment Expires:

~~NOTARY PUBLIC, STATE AT LARGE~~
MY COMMISSION EXPIRES MARCH 21, 2002
BONDED BY FEDERAL INS. CO.

Tract 1: The North Quarter of the Southwest Quarter (N/4 SW/4) of Section 29, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas. And, All of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 20; and all of that part of the South Half of the Southeast Quarter (S/2 SE/4) of Section 20, except the East 17.6 acres thereof, all in Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas. And, All that part of the Northwest Quarter (NW/4) of Section 29, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, lying North of the present Township Road (same being the North 270 feet of said Northwest Quarter) except those portions of the above described tracts in such excepted out tracts are legally described to wit: A tract in the Southeast Quarter (SE/4) and the Southwest Quarter (SW/4) of Section 20, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as beginning at the South Quarter Corner of said Section 20; thence North 89 degrees 56' 38" East along the South line of said Southeast Quarter, 33.75 feet; thence North 1 degree 02' 24" East 179.19 feet; thence South 87 degrees 11' 48" West 476.43 feet; thence South degree 23' 8" East, 155.51 feet to the South line of said Southwest Quarter; thence South 89 degrees 56' 38" East along the South line of said Southwest Quarter, 435.10 feet to the point of beginning; also a tract in the Northwest Quarter of Section 29, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the North Quarter Corner of said Section 29; thence North 89 degrees 56' 38" West along the North line of said Northwest Quarter (NW/4), 435.10 feet; thence South 1 degree 23' 08" East 298.19 feet; thence North 89 degrees 21' 26" East 432.84 feet to the East line of said Northwest Quarter; thence North 00 degrees 57' 50" West, 292.86 feet to the point of beginning. And, The Northwest Quarter of Section 29, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, except the North 20 acres and except that portion Beginning at a point on the West Line of the NW/4 of Section 29, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, 458 feet North of the Southwest Corner of said NW/4; thence North along the West line of said NW/4; thence North 00 degrees 00' East, 662.27 feet; thence South 88 degrees 35' East, 659.74 feet; thence South 00 degrees 00' West parallel to the West Line of said NW/4 662.27 feet; thence North 88 degrees 35' West, 659.74 feet to the point of beginning.

ATTACHMENT III-2

(LEMON FIELD BRINE LEASE)

New
front page
date changed

Salt lease 621

Annual
Due Nov 30th
each year.

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of November, 2001, by and between

4 Siblings
each get \$2000.00
AND
per year - due Nov 30th
until drilling occurs

PATRICIA D. GIBSON, JANET M. HENDERSON, CAROLYN S. HOLSTE, FIRST BAPTIST CHURCH, Clearwater, Kansas and ROGER W. LEMON, JR. hereinafter jointly referred to as "LESSOR"

10yrs
before
actual
mining
to occur

VULCAN MATERIALS COMPANY, a New Jersey Corporation, and its Business Group, Vulcan Chemicals hereinafter referred to as "VULCAN"

wherein Lessor agrees to sell and Vulcan agrees to buy and reserve unto itself, certain rights in and under the following described real estate in the County of Sedgwick, State of Kansas, to-wit:

The West 53 1/3 rods of the Northwest Quarter of Section 24, Township Twenty Nine (29) South, Range Three (3) West and the South Half (S/2) of Section 23, Township Twenty-Nine (29) South, Range Three (3) West, except those tracts referred to in Exhibit "A" attached hereto, the total property consisting of three hundred twenty (320) acres, more or less. (herein the Lessor Property)

under the following terms, agreements and conditions:

1. Lessor hereby sells, assigns and conveys unto Vulcan all salt and salt brine as may be produced on or underlying the Lessor Property.
2. In order to enable Vulcan to mine or otherwise produce such minerals as provided for herein, Lessor hereby grants to Vulcan those rights hereinafter specified to use the surface of the Lessor Property for the mining and producing, by means of

injection and withdrawal wells, and transporting from the premises salt and salt brine, Vulcan shall have right to the use of the surface that is herein provided, as follows:

- a) Vulcan shall have the right to enter upon and occupy the Lessor Property.

The right of occupancy herein granted is on the condition that a minimum of acreage will be used for mining purposes.

- b) It is contemplated by the parties that it will be necessary for Vulcan to lay certain pipelines to be used in transporting minerals and water, and Vulcan is hereby granted the right to lay and maintain such pipelines as may be reasonably necessary to serve Vulcan's purposes. In the event it becomes necessary to lay pipelines underlying any part of the surface, such pipeline or pipelines shall be laid below plow depth and shall be maintained in such a manner as not to interfere with those normal farming operations as may be conducted on the surface.

- c) Vulcan shall have the right to build roads, construct improvements, and make such surface and subsurface installations as may be necessary to conduct Vulcan's mining operations on such premises; provided that with respect to such operations by Vulcan hereunder, to the extent that such roads are necessary, all such roads shall provide the most direct and accessible ingress and egress with a minimum of interference to the normal farming operations; and provided further the surface facilities and roads shall be located in areas approved by Lessor which approval shall not be unreasonably withheld by Lessor.

3. The exercise of Vulcan's rights under Paragraph Two (2) shall be conditioned upon Vulcan reimbursing Lessor for the value of any growing crops which may be present at the time any acreage or right-of-way is first occupied. Further, during the term of this Agreement Vulcan shall annually reimburse Lessor for the value of any growing crops that may be damaged as a result of Vulcan's mining operations. In the event Lessor and Vulcan are unable to agree from time to time upon the value of such growing crops, then the value shall be determined by arbitration, each of the parties hereto having the right to choose one arbitrator with the understanding that the two (2) arbitrators shall agree upon a third (3rd) arbitrator. The award of the arbitrators shall be binding upon each party hereto and the arbitrators' fees will be paid by the selecting party with the third arbitrator's fee split equally and paid by the parties hereto.

4. Vulcan agrees that at the time it surrenders the right to possession of the surface that it will surrender possession in substantially the same condition as the ground was in when possession was taken. In the event any portion of the surface is permanently damaged and cannot be restored to substantially the same condition that it was in at the time possession was taken, Vulcan shall pay to Lessor a reasonable sum for such permanent damage. In the event Lessor and Vulcan are unable to agree upon the amount of the damages, then the amount shall be determined by arbitration as specified in Paragraph Three (3).

5. It is recognized by the parties that this Agreement is entered into with informed expectation that substantial beds of mineral salt underlie the real estate involved. Nevertheless, it is recognized that such expected salt beds may not be of sufficient thickness or character to permit satisfactory mining operations. For that reason,

notwithstanding the provisions of paragraph thirteen (13), Vulcan is hereby given the right from the inception of this Agreement and throughout the life of this Agreement to carry on test sampling drilling operations on the Lessor Property for the purpose of satisfying Vulcan that the anticipated salt beds are of sufficient depth or character or production to satisfy its requirements. At any time, whether mining operations have commenced or not, Vulcan is hereby granted the absolute right to terminate this Agreement at any time it shall see fit to do so provided Vulcan gives Lessor written notice of termination thirty (30) days in advance of such termination; whereupon, subject to paragraphs six (6) thru eleven (11), all rights herein granted by Lessor to Vulcan, shall terminate and immediately vest in Lessor and Vulcan shall have no obligations under the terms of this Agreement other than (i) to pay any damages caused to growing crops and (ii) to restore the surface of any area occupied by Vulcan as herein elsewhere provided.

6. Vulcan is (a) the owner of certain water rights, which have been designated by the Kansas Department of Agriculture, Division of Water Resources as Numbers 22856, 23611, 35899, 36005, 38976, 38977 and 38978 and which are described in Certificates of Appropriation issued by the Division of Water Resources and (b) will also be the owner of certain water rights that may be developed on the Lessor Property for which Certificates of Appropriation will be issued by the Division of Water Resource (herein collectively "the Water Rights").

7. Pursuant to this Agreement, Vulcan intends to use water subject to some or all of the Water Rights on, in, or under property owned by Lessor and located in Sedgwick County, Kansas for the purpose of mining and producing salt and salt brine.

8. In order to use water subject to the Water Rights on, in, or under the Lessor Property, Vulcan must first obtain approval from the Kansas Department of Agriculture to change the place of use of the Water Rights.

9. Vulcan and Lessor confirm that neither Vulcan's applications to change the place of use of the Water Rights nor Vulcan's use of water subject to the Water Rights on the Lessor Property shall in any way affect or diminish Vulcan's sole ownership and control of the Water Rights or grant to Lessor or any other person any ownership interest in or control over the Water Rights.

It is expressly understood and agreed by the parties that Vulcan is and will remain the sole owner of the Water Rights and that Lessor has not acquired and will not acquire any interest in the Water Rights by virtue of any application or approval to change in the place of use of the Water Rights or the use of water subject to the Water Rights on, in, or under the Lessor Property.

10. It is further expressly understood and agreed that the Water Rights are now and will remain appurtenant to Vulcan's operations and Vulcan's property, regardless of whether water subject to the Water Rights is used on, in, or under the Lessor Property. In the event that it is ever claimed or decreed that the Water Rights have become appurtenant to the Lessor Property, this Agreement shall have the effect of severing the Water Rights from the Lessor Property.

11. It is expressly understood and agreed by the parties that Vulcan currently possesses and will retain sole control over the Water Rights, including but not limited to the place of use of the Water Rights, regardless of whether water subject to the Water Rights is used on the Lessor Property. The parties agree that Lessor shall in no event

have any right to sign any application submitted by Vulcan to the Kansas Department of Agriculture to change the place of use of the Water Rights or to otherwise participate in decisions concerning the place of the use of the Water Rights.

12. In consideration of the rights herein granted, Vulcan agrees to make the following payments to Lessor:

- a) One payment of Eight Thousand Dollars (\$8,000.00) (\$25/acre, 320 acres) at the time of the execution of this agreement
- b) A payment of Seven Hundred Eighty-Five Dollars and Forty Cents (\$785.40) which is the current Base Price as thereafter adjusted by the CPI from the date of this Agreement, per well, on all wells, payable at such time as mineral production begins.
- c) Annually, on each anniversary of the payment made in accordance with Paragraph (b) above, a payment of the Base Price of Seven Hundred Eighty-Five Dollars and Forty Cents *(\$785.40) plus the CPI annual adjustment, per well, on all wells, as long as mineral production continues, provided, however, that the total of such annual payments will never be less than \$8,000.00.
- d) Annually, on the anniversary of the payment or payments being made in accordance with Paragraph (a) above, one payment equal to Twenty-Five Dollars (\$25) per acre for the total acres if no payment is made under the provisions of the above Paragraph (b) and (c). *until drilling occurs*
- e) The payments made pursuant to Sections 12 (b) and (c) above, shall be adjusted on the basis of the change in the Consumer Price Index for all

Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics, each year, on or about July 9. Provided, however, that such payments shall not be adjusted below the amounts set forth in Sections 12 (b) and (c).

- f) At such time as Vulcan shall determine that the mineral reserves referable to a specific series of wells have been depleted or Vulcan otherwise determines that it desires to cease extraction from such wells, Vulcan shall pay to Lessor a one-time payment equal to the most recent annual payment for said series of wells, and Vulcan shall have no further liability to Lessor with respect to such wells. Moreover, Vulcan shall not thereafter re-drill the acreage attributed to the series of wells with respect to which extraction has ceased, and Vulcan shall not re-enter the abandoned wells and again commence production. Subject to paragraphs six (6) thru eleven (11), the mineral rights herein granted with respect to the acreage attributed to the series of wells with respect to which extraction has ceased shall immediately vest in Lessor. In addition, if authorized by the appropriate government agency, Vulcan agrees to bury abandoned well heads within one (1) year of the last day of Vulcan's use of such wells.
- g) In the event that Vulcan shall find it undesirable to commence or continue actual mining operations provided for above, then Vulcan shall have the right to suspend payments from year to year for a period of not to exceed ten (10) years and to pay in lieu of thereof an annual rental of Twenty-Five Dollars (\$25.00) per acre, for the total acreage provided that Lessor is

given written notice of the exercise of such right by Vulcan, and Lessor is paid the first such annual rental on or before the expiration of the anniversary date of the previous payment.

- h) If there is more than one (1) series in production and Vulcan shall find it undesirable to continue actual mining operations as to all series without terminating the right to restart production as to one (1) or more series, then in order to retain such right, Vulcan shall pay to Lessor an annual rental of Twenty-Five Dollars (\$25.00) per acre, for the total acreage provided Lessor is paid the first such annual rental on or before the anniversary of the previous payment.
- i) If Vulcan desires to exercise its rights under either paragraphs (g) or (h) above, Vulcan shall provide Lessor written notice thirty (30) days in advance of the exercise of such right.

13. Vulcan agrees that it will not actually mine or otherwise produce any minerals from the Lessor Property any sooner than ten (10) years from the date of this Agreement, although Vulcan specifically retains the right under paragraph five (5) herein to carry on at any time, test sampling drilling operations on the Lessor Property.

14. All correspondence directed to Vulcan in regard to this Agreement shall be addressed to Vulcan Chemicals, Post Office Box 12283, Wichita, Kansas, 67277, and all correspondence concerning this Agreement addressed to Lessor shall be forwarded to 24600 W. K-42 Highway, Viola, KS 67149 c/o Roger Lemon.

15. This Agreement is contingent upon the parties securing all necessary regulatory, governmental and administrative permits and approvals for the proposed salt

solution mining operation on the subject property. Vulcan shall conduct all operations on the above described real property in strict compliance (a) with all federal and state laws, including all environmental laws and regulations and all rules and regulations of the Kansas Department of Health and Environment and the Kansas Corporation Commission, and (b) with the terms and conditions of any permits issued by the Metropolitan Area Planning Commission or other municipal authority.

16. Lessor shall have the right to terminate this Agreement if Vulcan materially breaches any of the terms of this Agreement subject however to the following. In the event Lessor determines that Vulcan is in breach of this Agreement, they shall first give written notice to Vulcan at the address provided for in paragraph 14 above, which notice shall set forth the terms of this Agreement deemed to be in breach by Vulcan. Vulcan shall have sixty (60) days from receipt of such notice, unless mutually extended by the parties, to cure such breach. If Vulcan has not cured such breach within such time, then Lessor may terminate this Agreement

17. Vulcan shall add Lessor as an additional insured under any liability insurance policy Vulcan may have covering any activities, circumstances or events surrounding the operation conducted by Vulcan on the property.

18. Vulcan hereby agrees to indemnify, defend (with counsel selected by Vulcan) and hold Lessor and each of them and their respective heirs, executors, administrators, trustees and assigns harmless from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums

paid in settlement of claims), interest or losses, including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that (i) arise or occur due to the fault of Vulcan and (ii) arise directly or indirectly from or in connection with the operations conducted by Vulcan on the Lessor Property including but not limited to the presence, suspected presence, release or suspected release or threatened release of any hazardous substance of any kind by Vulcan, whether into the air, soil, surface water, groundwater, pavement, structures, fixtures, equipment, tanks, containers or other personalty the Lessor Property or surface and subsurface collapse cause by Vulcan.

19. This Agreement, unless sooner terminated by mutual consent of the parties or pursuant to the provisions of paragraphs five (5) or sixteen (16), shall continue in effect so long as Vulcan continues to continuously conduct operations on the Lessor Property.

20. Lessor reserves the right to lease the Lessor Property for any and all purposes other than water removal or salt mining (including but not limited to exploration and development of oil, gas and other minerals) in a manner that will not unreasonably interfere with Vulcan's operations hereunder.

21. This Agreement may be executed in counterparts.

22. This Agreement is executed contemporaneously with another agreement between the parties concerning the leasing of water. Vulcan may not cancel this Agreement and keep in full force and effect, its rights under the Water Lease agreement, unless Vulcan agrees to pay the parties entitled to payment hereunder, the full amount of

the payments due under this cancelled Agreement and also under the said Water Lease agreement as if this cancelled Agreement were in full force and effect.

23. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"LESSOR"


Patricia D. Gibson

Janet M. Henderson

Carolyn S. Holste

Roger W. Lemon, Jr.

First Baptist Church, Clearwater, Kansas

By: _____

the payments due under this cancelled Agreement and also under the said Water Lease agreement as if this cancelled Agreement were in full force and effect.

23. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"LESSOR"

Patricia D. Gibson



Janet M. Henderson

Carolyn S. Holste

Roger W. Lemon, Jr.

First Baptist Church, Clearwater, Kansas

By: _____

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23. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"LESSOR"

Patricia D. Gibson

Janet M. Henderson

Carolyn S. Holste

Carolyn S. Holste

Roger W. Lemon, Jr.

First Baptist Church, Clearwater, Kansas

By: _____

"GRANTEE"

VULCAN MATERIALS COMPANY, a
New Jersey Corporation, and its Business
Group, Vulcan Chemicals

bc
11/05/01

By: *John A. Heilala*

Name: JOHN A. HEILALA
Title: PRESIDENT, CHLORALKALI

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED that on this ____ day of October, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Patricia D. Gibson, and acknowledged that she executed said instrument as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

"GRANTEE"

VULCAN MATERIALS COMPANY, a
New Jersey Corporation, and its Business
Group, Vulcan Chemicals

By: _____
Name:
Title:

ACKNOWLEDGMENT

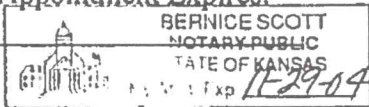
STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED that on this 30th day of ^{PDG}~~October~~ ^{November}, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Patricia D. Gibson, and acknowledged that she executed said instrument as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Bernice Scott
Notary Public

My Appointment Expires:



ACKNOWLEDGMENT

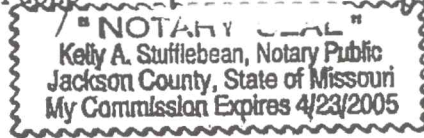
STATE OF MISSOURI)

COUNTY OF Jackson) ss:

BE IT REMEMBERED that on this 26th day of ~~October~~ November, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Janet M. Henderson, and acknowledged that she executed said instrument as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Kelly A. Stufflebean
Notary Public



My Appointment Expires:
4-23-2005

ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss:
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of October, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Carolyn S. Holste, and acknowledged that she executed said instrument as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of October, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Janet M. Henderson, and acknowledged that she executed said instrument as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF Boone)

BE IT REMEMBERED that on this 28th day of ^{NOVEMBER}~~October~~, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Carolyn S. Holste, and acknowledged that she executed said instrument as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

John Garrett
Notary Public

My Appointment Expires:
FEB. 17, 2002

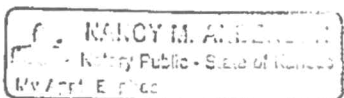
JOHN GARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires: Feb. 17, 2002

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 30th day of ~~October~~ ^{NMA} November, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Roger W. Lemon, Jr., and acknowledged that he executed said instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Nancy M Anderson
Notary Public

My Appointment Expires:

5/24/2003

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 10th day of ~~October~~ ^{NMA} December, 2001 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Austin E Pond, Chairman, Board of Trustees, on behalf of First Baptist Church, Clearwater, Kansas, known to me to be the same person who executed the above and foregoing Agreement as such officer, and such person duly acknowledged the execution of the same for and as the act of said Church.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Nancy M Anderson
Notary Public

My Appointment Expires:

5/24/2003

ACKNOWLEDGMENT

STATE OF Alabama)
) SS:
COUNTY OF JEFFERSON)

BE IT REMEMBERED that on this 5 day of October, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came John A. Hellala President of Vulcan Materials Company, a New Jersey corporation, and its Business Group, Vulcan Chemicals, to me personally known to me to be the same person who executed the above and foregoing Agreement and duly acknowledged the execution of the same for and on behalf and as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Diane B. Smith
Notary Public
Diane B. Smith

My Appointment Expires:

MY COMMISSION EXPIRES FEBRUARY 3, 2003

EXHIBIT A

(a) A tract of land in the Southwest Quarter of Section 23, Township 29 South, Range 3 West of the 6th P.M., described as follows: BEGINNING at the Southwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 00 degrees 37 minutes 44 seconds East, 11.236 meters (36.86 feet) along the West line of said Quarter Section to the Northwesternly right of way line of the existing highway; SECOND COURSE, thence North 35 degrees 49 minute, 19 seconds East, 315.505 meters (1,035.12 feet) along said right of way line; THIRD COURSE, thence North 31 degrees 32 minutes 07 seconds East, 100.265 meters (328.95 feet); FOURTH COURSE, thence North 35 degrees 42 minutes 08 seconds East, 554.128 meters (1,818.01 feet) to a point on the North line of said Quarter Section 257.352 meters (844.33 feet) West of the Northeast corner of said Quarter Section; FIFTH COURSE, thence South 89 degrees 14 minutes 25 seconds East, 73.874 meters (242.37 feet) along said North line to the Southeasterly right of way line of the existing highway; SIXTH COURSE, thence South 35 degrees 49 minutes 19 seconds West, 989.103 meters (3,245.09 feet) along said right of way line, to the South line of said Quarter Section; SEVENTH COURSE, thence North 89 degrees 30 minutes 14 seconds West, 55.573 meters (182.33 feet) along said South line to the point of beginning. The above described tract contains 5.609 hectares (13.86 acres), which includes 5.122 hectares (12.66 acres) of existing right of way, resulting in an acquisition of 0.487 hectare (1.21 acres), more or less.

The right-of-way of the State Highway Commission of the State of Kansas obtained in condemnation proceedings in the District Court of Sedgwick County, Kansas, bearing Court No. A-1842, as filed of record in the office of the Register of Deeds, Sedgwick County, Kansas, in Book Miscellaneous 159, page 1; and,

The right-of-way of the Atchison, Topeka & Santa Fe Railway Company obtained in condemnation proceedings in the District Court of Sedgwick County, Kansas, in an action brought by the Kansas City, Mexico & Orient Railway Company as recorded in the office of the Register of Deeds, Sedgwick County, Kansas, in Book Miscellaneous D, page 456 and as conveyed by Deed and recorded in said office in Book Deed 522, page 380.

and

A tract of land lying in the Southwest quarter of Section-23, Township 29 south, Range 3 west of the sixth P.M., Sedgwick County, Kansas, described as; beginning at a point on the south line 445.00 feet east of the southwest corner of said quarter section, thence northeasterly with a deflection angle to the left of 54 degrees 43 minutes a distance of 529.00 feet, thence east with a deflection angle to the right of 54 degrees 43 minutes a distance of 313.00 feet, thence north with a deflection angle to the left of 90 degrees 00 minutes a distance of 354.00 feet, thence west with a deflection angle to the left of 90 degrees 00 minutes a distance of 388.20 feet to a point on the southeasterly right-of-way line of K-42 Highway, thence northeasterly along said right-of-way line of said highway a distance of 1,032.75 feet, thence southeasterly a distance of 502.42 feet, thence southerly on a line perpendicular to the south line of said quarter section a distance of 1,500.00 feet to a point on the south line of said quarter section, thence westerly a distance of 1,310.00 feet to the point of beginning, containing 31.82 acres more or less.

and

A tract of land described as: Beginning at the Southwest (SW) corner of the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Twenty-nine South (29S), Range 3 West (3W) of the 6th P.M., Sedgwick County, Kansas; thence East along the south line of said SE/4, 628 feet; thence North parallel with the west line of said SE/4, 437 feet; thence West parallel with the south line of said SE/4, 488 feet; thence South parallel with the west line of said SE/4, 402 feet; thence West parallel with the south line of said SE/4, 140 feet; thence South along the west line of said SE/4, 35 feet to the point of beginning, containing 5.0 acres, more or less.

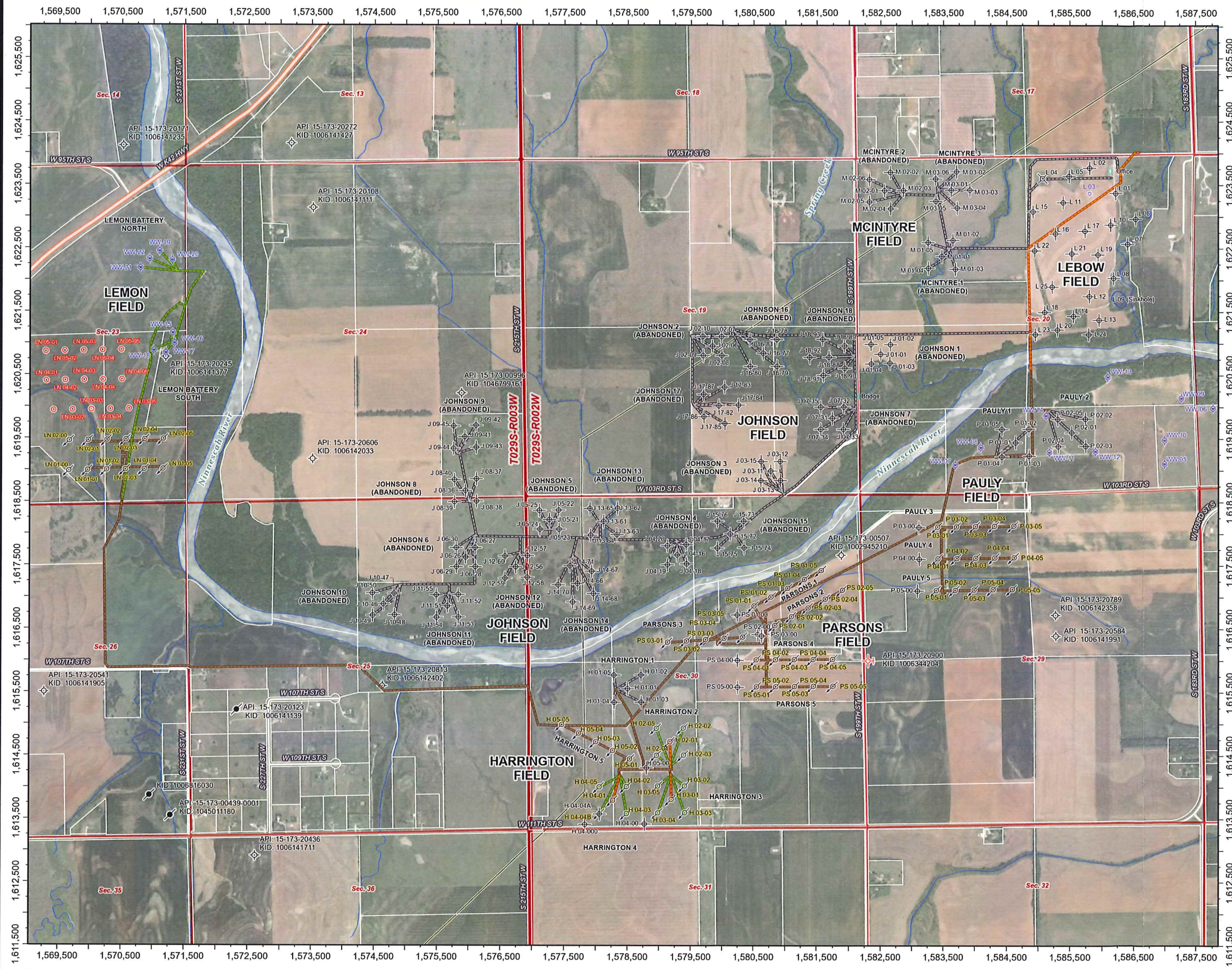
and

EXHIBIT A

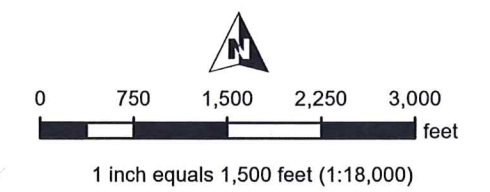
Located from the Southwest corner of the Southwest quarter of Section 23, Township 29 South, Range 3 West of the Sixth Principal Meridian, Sedgwick County, Kansas, thence East on the South line of said quarter Section, a distance of 245.00 feet to a point; thence Northeast on a line parallel to the Atchison, Topeka and Santa Fe Railway and Kansas Highway 42, a distance of 529.00 feet to a point of beginning; then East on a line parallel to the South line of said quarter of said Section a distance of 513.00 feet to a point; thence North on a line perpendicular to the South line of said quarter of said Section, a distance of 354.00 feet to a point; thence West on a line parallel to the South line of said quarter of said Section, a distance of 270.33 feet to a point; thence Southwest on a line parallel to the Atchison, Topeka and Santa Fe Highway and Kansas Highway 42, a distance of 429.19 feet to the point of beginning, containing three and eighteen hundredths (3.18) Acres, more or less;

and

A tract of land lying in the Southwest Quarter (SW/4) of Section Twenty-three (23), Township Twenty-nine (29) South, Range Three (3) West of the Sixth P.M. and described as follows: Beginning at a point on the south line 47.50 feet east of the southwest corner of said quarter section; thence in a northeasterly direction along a line 60.00 feet to the left of and parallel to the northwesterly right-of-way line of the Atchison, Topeka & Santa Fe Railway Company, a distance of 958.19 feet; thence in an easterly direction parallel to the south line of said quarter section, a distance of 467.83 feet, more or less, to a point 270.33 feet east of the southeasterly right-of-way line of the Atchison, Topeka & Santa Fe Railway Company; thence in a southerly direction on a line perpendicular to the south line of said quarter section a distance of 354.00 feet; thence in a westerly direction parallel to the south line of said quarter section a distance of 313.00 feet; thence in a southwesterly direction parallel to the southeasterly right-of-way line of the Atchison, Topeka & Santa Fe Railway Company a distance of 529.00 feet, more or less, to the south line of the said quarter section; thence in a westerly direction along the south line of said quarter section a distance of 397.50 feet, more or less, to the point of beginning; excepting therefrom the following described property, to wit:



- OxyChem Wells**
- Active Brine Well (72)
 - Abandoned Well (1)
 - P&A Well (159)
 - Monitoring Well (1)
 - Not Yet Drilled (15)
 - Oxy Water Well (18)
- Kansas Oil & Gas**
- Dry and Abandoned Well
 - P&A Oil Well
 - P&A Stratigraphic Test Well
- Pipelines**
- Brine Header
 - Water Header
 - Brine and Water Headers
 - Abandoned Header
- OxyChem BF Facility Features**
- Facility Feature
 - L9 Sinkhole
- Other Map Features**
- Local Road
 - Local Primary Road
 - Electric Transmission Line
 - Property Parcel Boundary
 - Township Line
 - Section Line
- Hydrography**
- Stream
 - River
- OxyChem Well Labels**
- H 02-05** Active Brine Well
 - J 01-05** Inactive / Plugged Brine Well
 - 2-79BF** Monitoring / Water Well
 - LN 03-01** Not Yet Drilled
- Note: Locations for features including OxyChem's brine wells, water wells, monitoring wells, and headers are approximate. Actual locations may vary. Detailed information about each property parcel can be found at Sedgwick County's Mobile Land Records site. Oil & Gas well data is from Kansas Geological Survey (KGS), accessed 07/05/2022. Last updated by KGS 06/22/2022. Hydrography data from USGS TNM Download (v2.0). Transportation data from Sedgwick County's GIS Data Layers site. Electric Transmission Line Data from the U.S. Energy Information Administration.



OXY Occidental Chemical Corporation
A subsidiary of Occidental Petroleum Corporation

**OxyChem Brine Field
Facility Map**

2022 OxyChem Brine Field

Scale: 1:18,000	Date: July 2022
2022_OxyChem_BF_Facility_Map_11x17	By: WEK Checked: NEB

Petrotek 5935 South Zang Street, Suite 200
Liberal, Colorado 80127 USA
303-290-9414
www.petrotek.com

XY Coordinate System: NAD 1983 StatePlane Kansas South FIPS 1502 Feet

World Imagery: Maxar

May 15, 2023

Chief Engineer
Division of Water Resources
Kansas Department of Agriculture
1320 Research Park Drive
Manhattan, KS 66502

**Re: Water Right Change In Place of Use Applications
Occidental Chemical Corporation - Wichita Plant
6200 South Ridge Road
Wichita, Sedgwick County, Kansas 67215**

Dear Chief Engineer:

Please see enclosed in Attachment I for your review nine Change In Place of Use Applications for the Occidental Chemical Corporation (OxyChem) Wichita, KS Plant. The OxyChem Wichita Plant maintains nine water rights for salt solution mining operations conducted at the OxyChem Wichita Plant's Brine Field (OxyChem Brine Field). To address operational changes at the OxyChem Brine Field, the OxyChem Wichita Plant is submitting the enclosed Change In Place of Use Applications for each of the nine OxyChem Brine Field water rights. Below is a list of the nine OxyChem Brine Field water right file numbers:

- 22856, 23611, 35899, 36005, 38976, 38977, 38978, 44753, and 44754.

To assist with your review, an aerial map depicting the OxyChem Brine Field salt solution mining operations has been included in Attachment II. On this map, the active salt solution mining wells (brine wells) are labeled with black text highlighted in yellow and the inactive/plugged wells are labeled with black text highlighted in white. Note that the township sections are also labeled on the map. As indicated on the map, OxyChem currently has active brine wells in the Harrington Field, Lemon Field, Parsons Field, and Pauly Field. Sections currently authorized as a Place of Use but no longer containing active brine wells are being removed as a Place of Use, and sections currently not authorized as a Place of Use but containing active wells are being added as a Place of Use.

OxyChem did coordinate this application effort with the Kansas Department of Agriculture (KDA) – Division of Water Resources (DWR) Stafford Field Office. The KDA-DWR Stafford Field Office staff did recommend to submit brine and water leases in with this application package to 1) verify that OxyChem has approval from landowners to conduct salt solution mining operations on the currently active fields, and 2) to verify that OxyChem has approval from landowners to use the groundwater where the water wells covered under the nine water rights are located. At the request, the brine leases are included in Attachment III and the water leases are included in Attachment IV. Please note that the enclosed leases are between the landowner(s) and Vulcan Materials Company. OxyChem purchased the Wichita Plant from Vulcan Materials Company in 2005, and these original leases predate 2005. OxyChem now retains the brine and water lease rights for the Wichita Plant.

Attachment III contains the brine leases for the Harrington Field (Attachment III-1), the Lemon Field (Attachment III-2), and the Pauly Field (Attachment III-3). OxyChem owns the Parsons Field land; therefore, there is no brine lease for the Parsons Field.

Attachment IV contains the three water leases covering seven of the nine OxyChem Brine Field water rights. OxyChem owns the land surface for the Point of Diversion listed for two of the water rights; therefore, there is no water lease for these two water rights. The table below shows which water right is tied to which water lease.

WATER LEASE NAME	WATER RIGHT FILE NO(S). COVERED UNDER THE LEASE^a
Greenlee	22856
Lemon	44753 & 44754
Pauly	23611, 35899, 36005, & 38976

^a The Point of Diversion for Water Right File Nos. 38977 & 38978 are located on OxyChem owned land.

Attachment V contains an electronic copy of this application submittal package via a thumb drive.

To account for the \$200 Change in Place of Use application fee for each of the nine OxyChem Brine Field water rights, a check in the amount of \$1,800 is also being submitted by the OxyChem Corporate Office.

If you have any questions regarding the enclosed Change in Place of Use Applications, the supporting documents, or the application fee payment, please feel free to contact me by phone at 316-529-7316 or by email at Nicholas_Bell@oxy.com.

Sincerely,



Nicholas E. Bell
Environmental Engineer

ATTACHMENTS TABLE OF CONTENTS

Attachment I – Change In Place of Use Applications

- Attachment I-1 – Water Right No. 22856 Change in Place of Use Application
- Attachment I-2 – Water Right No. 23611 Change in Place of Use Application
- Attachment I-3 – Water Right No. 35899 Change in Place of Use Application
- Attachment I-4 – Water Right No. 36005 Change in Place of Use Application
- Attachment I-5 – Water Right No. 38976 Change in Place of Use Application
- Attachment I-6 – Water Right No. 38977 Change in Place of Use Application
- Attachment I-7 – Water Right No. 38978 Change in Place of Use Application
- Attachment I-8 – Water Right No. 44753 Change in Place of Use Application
- Attachment I-9 – Water Right No. 44754 Change in Place of Use Application

Attachment II – OxyChem Brine Field Facility Map

Attachment III – Brine Leases

- Attachment III-1 – Harrington Field Brine Lease
- Attachment III-2 – Lemon Field Brine Lease
- Attachment III-3 – Pauly Field Brine Lease

Attachment IV – Water Leases

- Attachment IV-1 – Greenlee Water Lease
- Attachment IV-2 – Lemon Water Lease
- Attachment IV-3 – Pauly Water Lease

Attachment V – Electronic Copy of Application Package via Thumb Drive