

# 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.

WATER RESOURCES RECEIVED  
MAY 19 2023  
1502  
KS DEPT OF AGRICULTURE

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**



State of Kansas

*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
- (Check one or more)  Point of Diversion
- Use Made of Water

File No. 23611

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. Code	<u>2</u>	GMD	<u>CPU</u>	Meets K.A.R. 5-5-1 (YES/NO)	<input checked="" type="checkbox"/> YES	Use	<u>IND</u>	Source	<input checked="" type="checkbox"/> G	County	<u>SG</u>	By	<u>ALB</u>	Date	<u>5/22/23</u>
Fee \$	<u>200</u>	TR #		Receipt Date	<u>5/19/2023</u>	Check #	<u>1044575</u>								

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																
20	29	2W	SOLUTION SALT MINING																

List any other water rights that cover this place of use. Currently: 22856,35899,36005,38976,38977,38978

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

ADDRESS: 6200 S RIDGE RD, WICHITA, KS 67215-8822 (Continued from above)

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	
30	29	2W	SOLUTION SALT MINING																
25	29	3W	SOLUTION SALT MINING																

List any other water rights that cover this place of use. Currently: 22856,35899,36005,38976,38977,38978

(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: 22856,35899,36005,38976,38977,38978,44753,44754, (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 are 2 water wells, pumps, piping, and meters.  
(Provide description and number of points)
- 7. The proposed point(s) of diversion are NO CHANGE - 2 water wells, pumps, piping, and meters.  
(Provide description and number of points)

**List all presently authorized point(s) of diversion:**

8. **Presently authorized point of diversion: WELL #8**

One in the NW Quarter of the SE Quarter of the SW Quarter of Section 20, Township 29 South, Range 2 W, in Sedgwick County, Kansas, 727 feet North 3,484 feet West of Southeast corner of section. Authorized Rate 140 gpm Authorized Quantity 57.75 MGY  
**(DWR use only: Computer ID No. 7 GPS 727 feet North 3,484 feet West)**  
 This point will not be changed     This point will be changed as follows:  
**Proposed point of diversion: (Complete only if change is requested)**  
 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 \_\_\_\_\_  
 This point is:  Additional Well     Geo Center    List other water rights that will use this point None.

9. **Presently authorized point of diversion: WELL #7**

One in the SW Quarter of the SE Quarter of the SW Quarter of Section 20, Township 29 South, Range 2 W, in Sedgwick County, Kansas, 520 feet North 3,859 feet West of Southeast corner of section. Authorized Rate 140 gpm Authorized Quantity 57.75 MGY  
**(DWR use only: Computer ID No. 16 GPS 398 feet North 3,857 feet West)**  
 This point will not be changed     This point will be changed as follows: **To modify GPS only**  
**Proposed point of diversion: (Complete only if change is requested)**  
 One in the SW Quarter of the SE Quarter of the SW Quarter of Section 20, Township 29 South, Range 2 W, in Sedgwick County, Kansas, 398 feet North 3,857 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 None.

10. **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 \_\_\_\_\_  
**(DWR use only: Computer ID No. \_\_\_\_\_ GPS \_\_\_\_\_ feet North \_\_\_\_\_ feet West)**  
 This point will not be changed     This point will be changed as follows:  
**Proposed point of diversion: (Complete only if change is requested)**  
 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 \_\_\_\_\_  
 This point is:  Additional Well     Geo Center    List other water rights that will use this point \_\_\_\_\_.

- 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 be used before and after the filing of this change application. N/A

**IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY**



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](http://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 1/2 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 1/2 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) 1/2 mile downstream and 1/2 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 water 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.

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**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>[Signature]</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.

[Signature]  
Notary Public

My Commission Expires 12/07/2023

**FEE SCHEDULE**

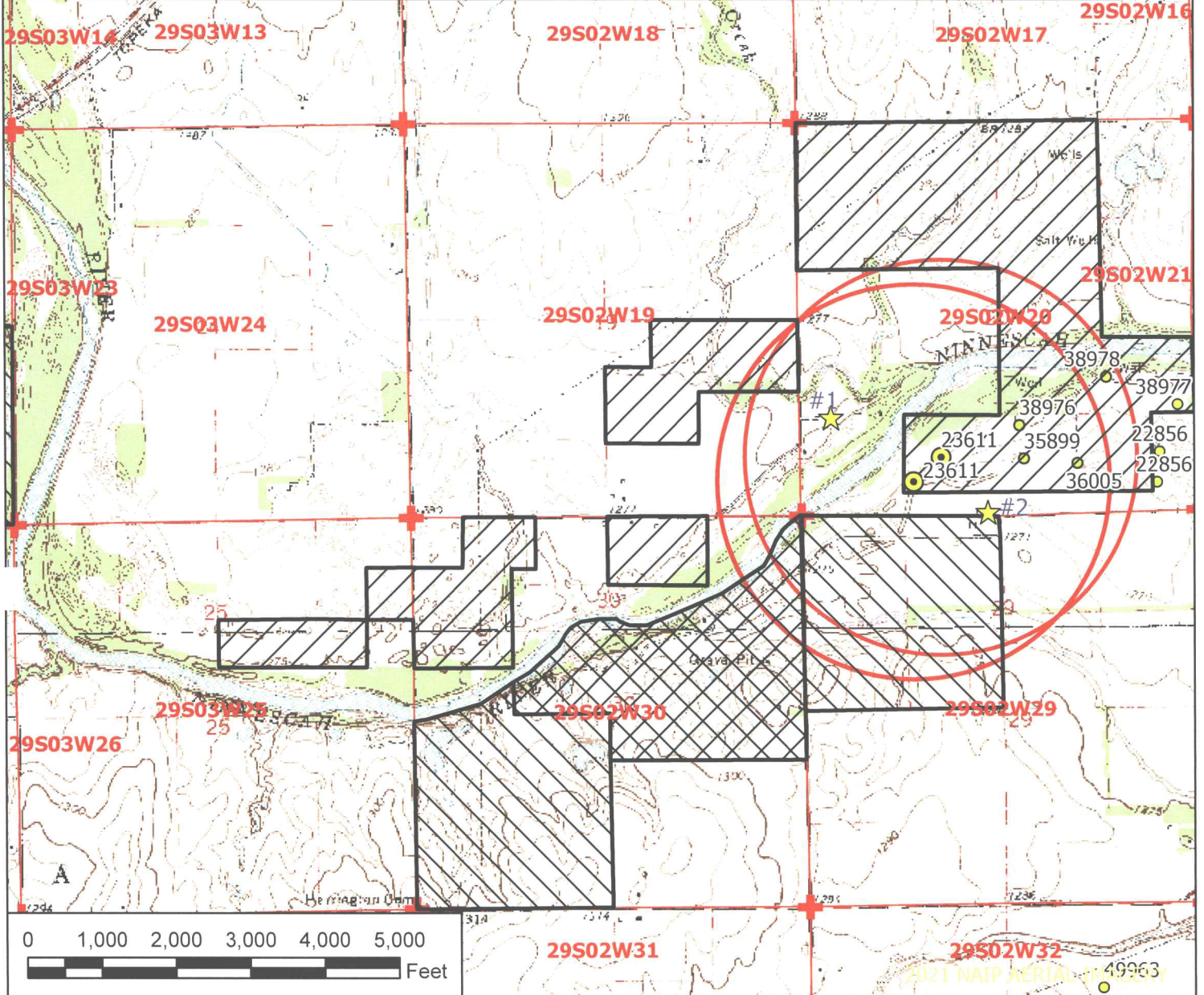
Each application to change the place of use, the point of diversion or the use made of the water under this section shall be accompanied by the application fee set forth in the schedule below:

- (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.



If nearby well owners are notified, assistance with a public notice is requested. 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. 23611

Change in Place of Use Map  
 19,20,29,30-29-2W // Sedgwick County  
 23,25-29-3W // Sedgwick County



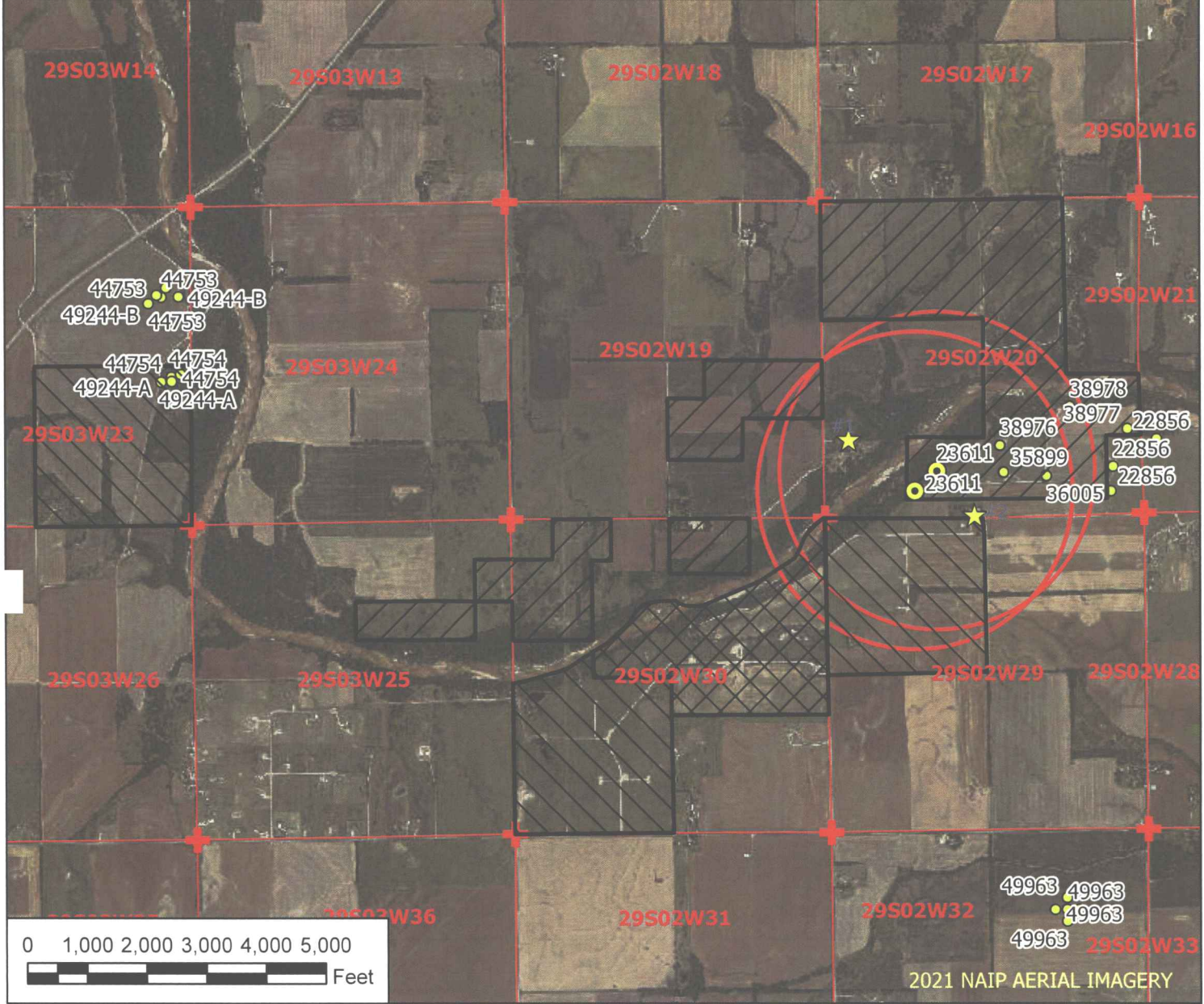
To the best of my knowledge, all points of diversion within one-half mile of the authorized point of diversion have been shown.

*Nicholas M. ...* 05/03/2023

Signature / Date 02/17/2023 TMA/SFFO 1:24,000 scale



If nearby well owners are notified, assistance with a public notice is requested. 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.



2021 NAIP AERIAL IMAGERY

**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. 23611



Change in Place of Use Map  
 19,20,29,30-29-2W // Sedgwick County  
 23,25-29-3W // Sedgwick County

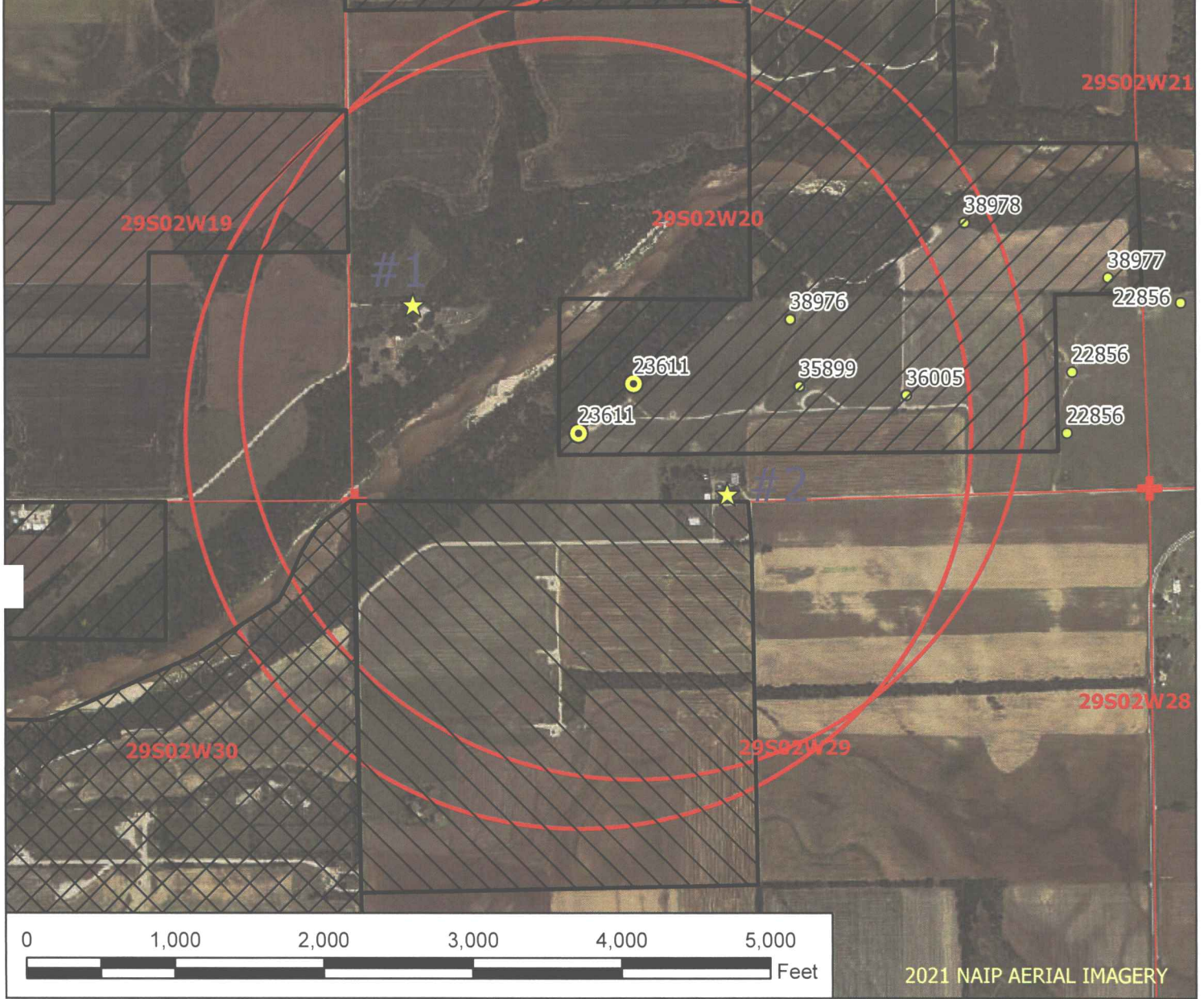
To the best of my knowledge, all points of diversion within one-half mile of the authorized point of diversion have been shown.

*Nicholas* 05/03/2023

Signature / Date 02/17/2023 TMA/SFFO 1:30,000 scale



If nearby well owners are notified, assistance with a public notice is requested. 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. 23611

Change in Place of Use Map  
 19,20,29,30-29-2W // Sedgwick County  
 23,25-29-3W // 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 W* 05/03/2023

Signature / Date 02/17/2023 TMA/SFFO 1:12,000 scale

Nearby Domestic Well Owners

Change in Place of Use

Water Right File No. 23611

**#1:** MARK SMITH & RUTH WELTERS

10200 S 199<sup>TH</sup> W

CLEARWATER KS 67026-9350

**#2:** JERROLD D & CYNTHIA K PAULY

6435 S 295<sup>TH</sup> ST W

CHENEY KS 67025-9028

# **ATTACHMENT IV-3**

## **(PAULY WATER LEASE)**

AGREEMENT

THIS AGREEMENT made and entered into this 31st day of

July, 1974, by and between:

KENNETH E. PAULY  
AND  
MARILYN B. PAULY,  
Husband and Wife  
Hereinafter referred to as  
"GRANTOR"

and

VULCAN MATERIALS COMPANY  
CHEMICALS DIVISION  
a New Jersey Corporation  
hereinafter referred to as  
"GRANTEE"

Under this Agreement, Grantor agrees to sell and Grantee agrees to buy certain water rights in and under the following described real estate in the County of Sedgwick, State of Kansas, to-wit:

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 20, and all that part of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 20, except the East 17.6 Acres thereof, all in Township 29 South, Range 2 West of the 6th Principal Meridian, Sedgwick County, Kansas, consisting of approximately One Hundred and Two (102) Acres,

on the following terms and conditions:

1. Grantor hereby sells, assigns and conveys unto Grantee, all water as may be produced on or underlying the above described real estate.

2. In order to enable Grantee to produce said water, Grantor hereby grants to Grantee the use of the surface of the above described real estate for the production and transportation from the premises of such water as Grantee may elect to produce from the above described premises. Grantee shall have easement rights to the surface herein provided as follows:

- (a) Grantee shall have the right to enter upon, occupy and produce water by means of wells, pond(s) or wells and ponds combined as necessary to Grantee's needs.



(b) Grantee is hereby given the right to lay certain pipelines and construct pumping facilities to be used in transporting water and is also given the right to maintain such pipelines and pumping facilities as may be reasonably necessary to serve Grantee's purposes.

Any pipelines laid by Grantee underlying any part of the surface shall be laid below plow depth and shall be maintained in such a manner as to minimize interference with those normal farming operations as may be conducted on the surface.

(c) Grantee shall have the right to build roads, construct improvements and make such surface and subsurface installations as may be necessary to conduct Grantee's operations on said premises. To the extent that such roads are necessary, Grantee will utilize the most direct and accessible ingress and egress to minimize interference with normal farming operations.

(d) Grantee recognizes the existence of a flood control dike on the above described property, and Grantor recognizes that the rights granted in Paragraphs (b) and (c) above may require the disturbance of said dike. Should Grantee, in conducting its operation break said dike, then said dike will be restored by Grantee in a timely manner to substantially the same condition as it was prior to such break.

3. The exercise of Grantee's rights under Paragraph 2 shall be conditioned upon Grantee reimbursing Grantor for the value of any growing crops which may be present at the time any acreage or right-of-way is first occupied. Should Grantee elect to transport water from a holding pond, or ponds, Grantor shall be reimbursed for any growing crops which

may be present at the time any acreage is first occupied. Further, any holding pond will be isolated by such safeguards as are necessary to reasonably avoid hazardous conditions that may be created. During the term of this agreement, Grantee shall annually reimburse Grantor for the value of any growing crops that may be damaged as a result of Grantee's water producing operation. In the event Grantor and Grantee 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 divided equally and paid by the parties hereto.

4. Grantee 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 taken and such permanent damage results from the acts or conduct of the Grantee, then Grantee agrees to pay and Grantor agrees to accept as full liquidated damages the reasonable market value per acre of the area actually damaged. In the event Grantor and Grantee are unable to agree upon the amount of the damages, then the amount shall be determined by arbitration as specified in Paragraph 3.

5. In consideration of the rights herein granted, Grantee agrees to make the following payments to Grantor:

- (a) One payment equal to two (2) dollars per acre in the above described real estate to be paid at the time of execution of this agreement.

- (b) One payment of \$2,500.00 at the time the Grantee commences producing water.
- (c) Annually, on the anniversary of the payment made in accordance with Paragraph (b) above, one payment of \$2,500.00.
- (d) Should Grantee at any time have more than five (5) operational wells, Grantee agrees to notify Grantor prior to adding the sixth (6th) operational well, and to negotiate with Grantor revisions to the payment set forth in Paragraph (c) above.
- (e) Should Grantee at any time elect to use a holding pond in conjunction with wells, Grantee agrees to notify Grantor prior to constructing such pond and negotiate with Grantor revisions to the payment set forth in Paragraph (c) above.

6. It is understood and agreed by the parties hereto that should the Grantee find it undesirable to commence production of water within twelve (12) months of the date first written above, then Grantee shall have the right to retain the above granted provisions of this agreement from year to year for a period not to exceed ten (10) years, provided Grantor is notified in writing by Grantee of the exercise of this right, and further provided that on or before the expiration of the twelve (12) month period, and annually thereafter, Grantee pays to Grantor a rental equal to Two Dollars (\$2.00) per acre in the above described real estate.

7. Notwithstanding any other provisions contained in this Agreement, Grantee shall not be permitted to locate any of its wells, except as Grantor gives written permission, within that portion of the above described real estate as follows:


Beginning at a point on the South line of Section 20, 1225 feet more or less West of the East line of Section 20, thence North on a line parallel to the East line of Section 20, 660 feet more or less; thence, West on a line parallel to the South line of Section 20, 510 feet more or less and continuing in a Westerly direction following the flood-control dike to its intersect with the West line of the earlier described property; thence South on the West property line to the South line of Section 20; thence East on the South line of Section 20 to the point of beginning.


8. During the term of this Agreement, Grantor shall not be liable for damage caused or injuries suffered by trespassers to or in connection with Grantee's equipment. Further, Grantor shall not be liable for any injury to any employee or agent of Grantee resulting from any water production activities of Grantee.

9. All correspondence directed to Grantee in regard to this agreement shall be addressed to Vulcan Materials Company, Chemicals Division, Post Office Box 545, Wichita, Kansas 67201, and all correspondence concerning this agreement addressed to Grantor shall be forwarded to Kenneth E. and Marilyn B. Pauly, R. R. #2, Clearwater, Kansas 67026.

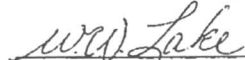
10. This agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

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

  
Kenneth E. Pauly, Grantor

  
Marilyn B. Pauly, Grantor

VULCAN MATERIALS COMPANY  
CHEMICALS DIVISION, Grantee

By: 

ATTEST:   
D. M. Veon, Controller



# **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, Chlontenti 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 4<sup>th</sup> 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.

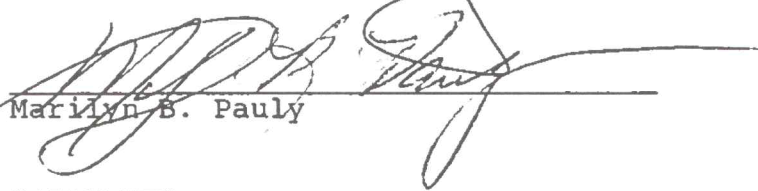


13. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

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


"GRANTORS"

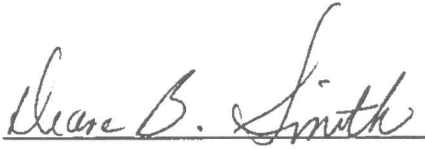
  
\_\_\_\_\_  
Kenneth Pauly

  
\_\_\_\_\_  
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 4<sup>th</sup> day of Jan., 1998, by J. A. 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

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"

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

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 (3<sup>rd</sup>) 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: \_\_\_\_\_



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Carolyn S. Holste

\_\_\_\_\_  
Roger W. Lemon, Jr.

First Baptist Church, Clearwater, Kansas

By: \_\_\_\_\_

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\_\_\_\_\_  
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**

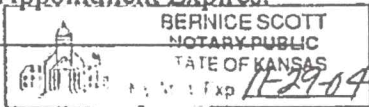
STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SHAWNEE    )

BE IT REMEMBERED that on this 30th day of <sup>PDG</sup>~~October~~ <sup>November</sup>, 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

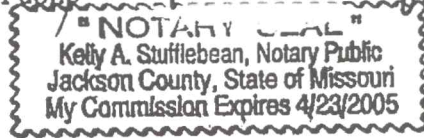
STATE OF MISSOURI )

COUNTY OF Jackson ) ss:

BE IT REMEMBERED that on this 26<sup>th</sup> 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 )

COUNTY OF \_\_\_\_\_ ) ss:

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 28<sup>th</sup> day of <sup>NOVEMBER</sup> ~~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:  
FEB. 17, 2002

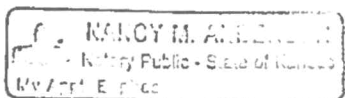
**JOHN GARRETT**  
Notary Public – Notary Seal  
STATE OF MISSOURI  
Boone County  
My Commission Expires: Feb. 17, 2002

**ACKNOWLEDGMENT**

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this 30<sup>th</sup> day of ~~October~~ <sup>November</sup>, 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.



*NMA*  
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 10<sup>th</sup> day of ~~October~~ <sup>December</sup>, 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.



*NMA*  
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

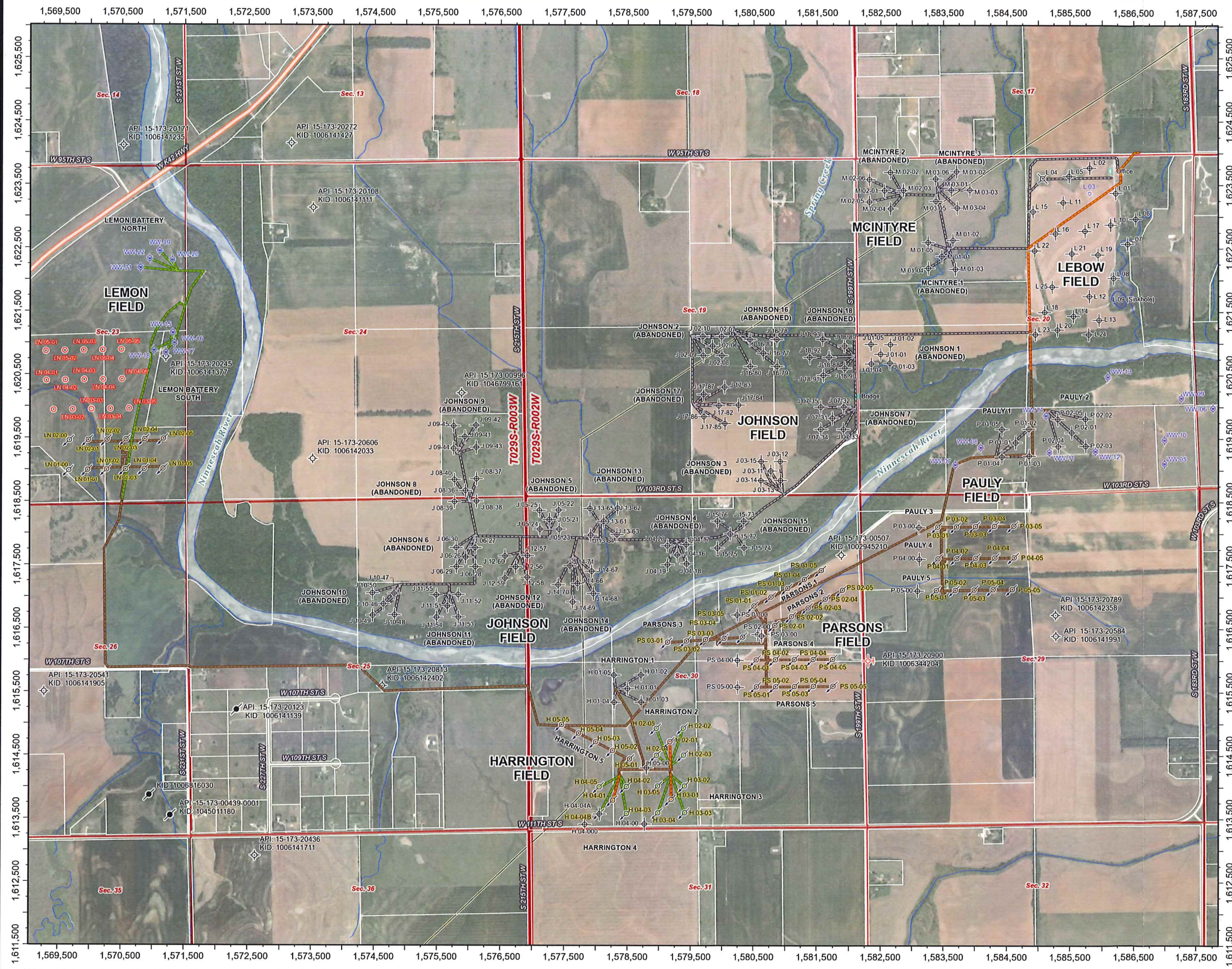
EXHIBIT A

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;

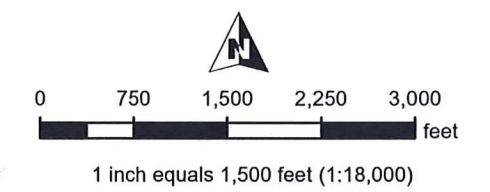
and

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.

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

<sup>a</sup> 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](mailto: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**