



Tompkins County Clerk Recording Page

Return To

ELEXCO LAND SERVICES, INC.
505 W HENLEY ST
OLEAN, NY 14760-3445

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **AGREEMENT - DEED**

Receipt Number: 19-233799

Grantor (Party 1)

STRAW, WAYNE L

Grantee (Party 2)

CARGILL INC

Fees

Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$35.00
State Surcharge	\$20.00
State Transfer Tax	\$4.00
County Transfer Tax	\$2.00
Total Fees Paid:	\$86.00

Transfer Amt: \$743.10

Instrument #: 2019-05863

Transfer Tax #: 001801

Property located in **Lansing**

State of New York
County of Tompkins

Recorded on May 30th, 2019 at 2:54:26 PM
with a total page count of 7.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Salt Operating and Mining Rights Indenture (No Surface Rights)

THIS SALT OPERATING AND MINING RIGHTS INDENTURE ("Indenture"), made April 30, 2019 (the "Effective Date")

BETWEEN **Wayne L. Straw and Doris K. Straw, husband and wife, as tenants by the entirety**, with an address of **339 Jerry Smith Road, Lansing, New York 14882** ("Grantor")
and

Cargill, Incorporated, through its Salt Group, with an address of **191 Portland Point Road, Lansing, New York 14882** ("Grantee").

WITNESSETH, that Grantor, in consideration of ten dollars (\$10), lawful money of the United States, and other good and valuable consideration, paid by Grantee, the parties do hereby covenant and agree as follows:

Grantor does hereby grant and forever convey unto Grantee, all of Grantor's right, title and interest in the salt located in and under the Premises (as defined below). Without limiting the foregoing, Grantee shall have the exclusive right to operate, mine, remove and conduct mining operations on and in the portion of the Syracuse salt vein beneath a depth of 1,000 feet from the surface of the property described below:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of **Lansing**, in the County of **Tompkins**, in the State of **New York**, and are bounded substantially, formerly or currently as follows:

On the North by lands of **Brian Mason, 9.00-1-21.5 and Jerry Smith Road;**
On the East by lands of **David Turek, 16.00-1-19.2;**
On the South by lands of **Visionquest Realty, LLC, 16.00-1-45.252;** and
On the West by lands of **Judy Barron Irrevocable Trust, 16.00-1-9.**

Also known as Tax ID No(s). **16.00-1-10**, and being the same property described in the deed by which Lessor acquired title, which was recorded at Book **535**, and Page **680**, and described for the purposes of this Indenture as containing approximately **57.79** acres, more or less, as more particularly described on **Schedule A** attached hereto and made a part hereof, and together with all land, if any, continuous or adjacent thereto that is owned or claimed by Grantor, whether by limitation, prescription, possession, reversion or unrecorded instrument, and including any strips and gores (the "Premises");

AND Grantee shall forever have the right to prospect, drive drifts and tunnels, and carry on any operations necessary to produce, mine and remove salt under the Premises at all times during the term of this Indenture and in any lawful manner chosen by Grantee, and adjacent properties located near the Premises. For purposes of clarity, and not as a limitation, Grantee shall have the continuing right of access in, and transportation through, the Syracuse salt vein after all minable salt under the Premises has been exhausted, together with all other rights and privileges necessary and incident thereto and convenient for the exercise of the rights herein conveyed for production or transportation;

TOGETHER with the appurtenances and all the estate and Grantor's rights in and to said salt, salt mining and operating rights in and under the Premises;

TO HAVE AND TO HOLD the salt, salt mining, and operating rights herein granted unto Grantee, Grantee's heirs or successors and assigns forever; AND Grantor hereby represents and warrants to Grantee that (i) the Premises is free and clear of all liens and encumbrances

except for N/A w/ JKS; (ii) Grantor has all right, title and interest to the Premises and all underlying salt; and (iii) Grantor has the right to convey salt, mining and operating rights to Grantee, and will forever warrant and defend the title to the Premises and all underlying salt; and (iv) Grantor has not done or suffered anything whereby the Premises and underlying salt have been encumbered in any way whatever, except as aforesaid.

AND this conveyance is made by Grantor and accepted by Grantee upon the following conditions:

1. It is understood and agreed that Grantor assumes no liability for any damages that may result from Grantee's operations.
2. Grantor and Grantee agree that Grantee shall NOT:
 - a. conduct any operations whatsoever, whether mining related or not, on any portion of the surface of the Premises; or
 - b. install, construct or locate any fixture on any portion of the surface of the Premises.
3. No other title shall be conveyed hereby except as stated above.
4. Grantee shall indemnify and hold Grantor harmless from any and all liability, liens, demands, judgments, suits and claims of any kind or character arising out of, in connection with, or relating to Grantee's operations, including but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability except to the extent such claims are caused by the actions of Grantor. Grantee further covenants and agrees to defend any suits brought against Grantor on any claims, and to pay any judgment against Grantor resulting from any suit or suits, together with all costs and expenses relating to any claims, including reasonable attorney's fees, arising from Grantee's operations except to the extent such claims are caused by the actions of Grantor. Grantor, if it so elects, shall have the right to participate, at its sole expense, in its defense in any suit or suits in which it may be a party.
5. Grantor, in making this conveyance and as a part of the consideration therefore, agrees with Grantee that Grantor will not cause any damage to Grantee's salt mining operations by permitting or consenting to any drilling at a depth lower than 1,000 feet below the surface of the Premises for oil, gas, water or any other substance or mineral that would in any way affect or damage Grantee's rights under this Indenture, and/or its salt mining operations. If any damage is done by Grantor, then upon Grantee's demand, Grantor shall pay Grantee for any such damage. This clause shall apply to the successor and assigns of Grantor and Grantee. Notwithstanding the foregoing, Grantee may, in Grantee's sole and absolute discretion, consent to such drilling near the Premises upon review of project plans showing the location, depth, and manner of drilling, and the type of equipment proposed to be utilized and such Grantee consent, if granted, shall be set forth in writing to Grantor. If in the future, the drilling and exploration for unconventional oil or gas by horizontal drilling utilizing high-volume hydraulic fracturing becomes legal and economically viable within the State of New York and Grantor is approached by an oil and gas exploration operator for the rights to develop and produce unconventional oil or gas, Grantor agrees that, prior to entering in to any kind of agreement to allow such exploration and/or development, Grantor shall provide written notice to Grantee. Grantee may thereupon evaluate from a salt mining safety and engineering perspective the proposed unconventional development plan to determine the feasibility of allowing the unconventional development plan to proceed

within Grantee's salt mine operational footprint. At Grantee's option, Grantee may (i) inform Grantor of risks (if any) posed by the proposed unconventional development; or (ii) commence negotiations with Grantor for an agreement to lease or purchase the unconventional gas or oil rights from the Grantor contemporaneously with or in lieu of evaluating the feasibility of allowing the unconventional development.

6. This Indenture shall benefit and burden both Grantor and Grantee and their respective successors, assigns, heirs, executors, and administrators, and shall survive any transfer of title by Grantor to the surface lands and any other rights not conveyed to Grantee hereunder. Grantee shall have the right to convey, grant, transfer, lease, mortgage or hypothecate the interests conveyed to Grantee herein, and to grant such right, title and permission to any persons, on and subject to the terms of this Indenture.
7. This Indenture shall be subject to the trust provisions of Section 13 of the New York Lien Law.
8. Reference is made to a Fee and Payment Schedule Agreement to be signed concurrently with this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Indenture the day and year first above written.

Grantor:

Wayne L. Straw
Wayne L. Straw
Doris K. Straw
Doris K. Straw

Grantee:

Cargill, Incorporated
d/b/a Cargill Salt Group

By: MBZ
Its: Operations Mgr.

Witness:

Travis Allington
Travis Allington

ACKNOWLEDGEMENT

State of _____)
County of _____) ss.:

On the _____ day of _____, 20____ before me, the undersigned, a Notary Public personally appeared in and for said State, personally appeared **Wayne L. Straw and Doris K. Straw**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT – Subscribing Witness

State of New York)
 County of Cattaraugus) ss.:

On the 9th day of May, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Travis Allington, the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) at 157 Oakwood Avenue, Apt. A, Elmira Heights, NY 14903; that he/she/they know(s) Wayne L. Straw and Doris K. Straw to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said Wayne L. Straw and Doris K. Straw execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

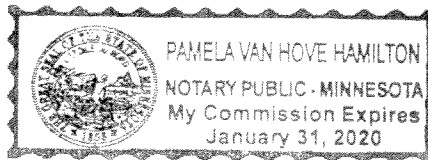
CHARITY WALLACE
 Notary Public, State of New York
 Reg. No. 01WA6208205
 Qualified in Allegany County
 Commission Expires 06/22/2021

Charity Wallace
 Notary Public

GRANTEE ACKNOWLEDGMENT

State of Minnesota)
 County of Hennepin) ss.:

On the 28th day of May, 2019 before me, the undersigned, a Notary Public personally appeared in and for said State, personally appeared Michael Rizov, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Pamela V. Hamilton
 Notary Public

This document prepared by: The Elexco Group, Inc., P.O. Box 383, Olean, NY 14760-0383
 When recorded return to: The Elexco Group, Inc., P.O. Box 383, Olean, NY 14760-0383

SCHEDULE A

Insert Legal Description of Premises

Initial