State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor
Kathleen Clarke
Executive Director
Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210
PO Box 145801
Salt Lake City, Utah 84114-5801
801-538-5340
801-359-3940 (Fax)
801-538-7223 (TDD)

December 22, 2000

CERTIFIED RETURN RECEIPT
Z 228 355 111

Lyndon Jones
Cargill Incorporated, Salt Division
15100 West Rowley Road
Grantsville, Utah 84074

Re: Formal Approval of Notice of Intention to Commence Large Mining Operations and Form and Amount of Reclamation Surety, Cargill, Incorporated, Salt Division, Cargill Salt Mine, M/045/030, Tooele County, Utah

Dear Mr. Jones:

On December 21, 2000, the Director of the Division of Oil, Gas and Mining formally approved the form and amount of reclamation surety for the Cargill Salt Mine. The reclamation surety in the amount of $1,919,000 is a joint surety bond (#400SD3124) issued by St. Paul Fire & Marine Insurance Company. ***The Division hereby grants final approval of your large mine operation notice of intention for the Cargill Salt Mine.*** Please be advised that you may also need formal approval from the Bureau of Land Management and the School and Institutional Trust Lands Administration.

Enclosed are copies of the fully signed and executed Reclamation Contract and surety bond forms for your files. We are also returning two bonds which were never accepted nor finalized for your disposal or return to the respective surety companies, (surety bond #8140352094 issued by Federal Insurance Company with accompanying rider, and surety bond #24440293 issued by Seaboard Surety Company). These sureties were submitted under the name of Akzo Salt, Inc. Also enclosed for your disposal are the two old reclamation contracts that accompanied these two sureties.

Thank you for your help and patience in the lengthy process of finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely,

Anthony C. Gallegos
for

D. Wayne Hedberg
Permit Supervisor
Minerals Regulatory Program

jb
Enclosure: #1 RC & surety bond #400SD3124 dated 12/21/2000
#2 RC received 3/22/94 & Federal Insurance surety bond #8140352094
#3 RC received 3/18/93 & Seaboard surety bond #24440293
cc: Mike Ford, BLM, SLFO, w/encl #1
Will Stokes, SITLA, w/encl #1
M45-30-apv

FORM MR-RC
Revised January 18, 2000
RECLAMATION CONTRACT

File Number M/045/030
Effective Date Dec 21, 2000
Other Agency File Number BLM-
SITLA-

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED
DEC - 8 2000
DIV. OF OIL, GAS & MINING

RECLAMATION CONTRACT
---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	M/045/030
(Mineral Mined)	Salt (NaCl)
"MINE LOCATION":	
(Name of Mine)	Cargill Salt
(Description)	15100 West Rowley Road Grantsville, UT 84074
"DISTURBED AREA":	
(Disturbed Acres)	17,253 Acres
(Legal Description)	(refer to Attachment "A")
"OPERATOR":	
(Company or Name)	Cargill, Incorporated, Salt Division
(Address)	15100 West Rowley Road Grantsville, UT 84074
(Phone)	(435) 884-0123

"OPERATOR'S REGISTERED AGENT":

(Name) C.T. Corporation

(Address) 50 West Broadway 8th Floor
Salt Lake City, Utah 84101

(Phone) (801) 364-5101

"OPERATOR'S OFFICER(S)": Gregory M. Wold Vice President
Michael G. Venker Vice President
Larry Overstreet Vice President

"SURETY":

(Form of Surety - Attachment B) Joint Agency Surety

"SURETY COMPANY":

(Name, Policy or Acct. No.) St. Paul Fire & Marine Insurance Co.

"SURETY AMOUNT":

(Escalated Dollars) $1,919,000.00

"ESCALATION YEAR": 2005

"STATE": State of Utah

"DIVISION": Division of Oil, Gas and Mining

"BOARD": Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Cargill, Incorporated, Salt Division the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/030 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated January 18, 1991, and the original Reclamation Plan dated January 18, 1991. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.

2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.

3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.

4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.

5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.

6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.

8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.

9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.

11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.

12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Cargill, Incorporated, Salt Division
Operator Name

By Gregory M. Wold
Authorized Officer (Typed or Printed)

Vice President
Authorized Officer - Position

Gregory M. Wold
Officer's Signature

11/17/00
Date

STATE OF Minnesota)
) ss:
COUNTY OF Hennepin)

On the 17th day of November, 2000, personally appeared before me, Gregory M. Wold who being by me duly sworn did say that he/she is the Vice President of Cargill, Incorporated, Salt Division and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Gregory M. Wold duly acknowledged to me that said company executed the same.

Robin Ries
Notary Public
Residing at Hennepin County

Jan. 31, 2005
My Commission Expires:

ROBIN A. RIES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2005

DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton 12-21-00
Lowell P. Braxton, Director Date

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On the 21st day of December, 2000, personally appeared before me, who being duly sworn did say that he/~~she~~, the said Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.

NOTARY PUBLIC
VICTORIA A. BAILEY
1594 W. N. Temple #1210
Salt Lake City, UT 84116
My Commission Expires
February 29, 2004
STATE OF UTAH

Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, UT

February 29, 2004
My Commission Expires:

ATTACHMENT "A"

Cargill, Incorporated
Operator

Cargill Salt
Mine Name

M/045/030
Permit Number

M/045/030 County, Utah

The legal description of lands to be disturbed is:

Township 1 South, Range 7 West	
N1/2	Section 4
All	Section 5
All	Section 6
N1/2	Section 7
N1/2	Section 8

Township 1 North, Range 7 West	
S1/2	Section 28
S1/2	Section 29
S1/2	Section 30
All	Section 31
All	Section 32
All	Section 33
W1/2 & S1/2	Section 34

Township 1 South, Range 8 West	
N1/2 of E1/2	Section 4
All	Section 3
All	Section 2
All	Section 1
NE1/4 of NE1/4	Section 12

Township 1 North, Range 8 West	
S1/2	Section 25
S1/2	Section 26
S1/2	Section 27
SW1/4 of S1/2	Section 28
E1/2	Section 33
All	Section 34
All	Section 35
All	Section 36

The majority of the affected area is comprised of solar evaporation ponds formed by dikes within the lake bed of the Great Salt Lake. The majority of the reclamation will take place on approximately 63.5 acres of the processing facilities area, as detailed on the "Salt Washing Plant & Related Facilities" map received 3/14/2000 and the "Pond System Area Distribution" map received 10/2/2000.

ATTACHMENT B

FORM MR-6
Joint Agency Surety Form
(January 18, 2000)

Bond Number_ _____
Permit Number M / 045 / 030
Mine Name Cargill Salt
Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

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DIV. OF OIL, GAS & MINING

THE MINED LAND RECLAMATION ACT

SURETY BOND
****

The undersigned Cargill, Incorporated, Salt Division as Principal, and St. Paul Fire & Marine Insurance Company as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining, and the Schooland Institutional Trust Administration & USDOI(BLM), in the penal sum of One Million Nine Hundred Nineteen Thousand and no/100---dollars ($ 1,919,000.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 22nd day of December, 20 00 , that 17,253 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

FORM MR-6
Joint Agency Surety Form
(January 18, 2000)

Bond Number_ _____
Permit Number M / 045 / 030
Mine Name Cargill Salt
Other Agency File Number_____

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Cargill, Incorporated, Salt Division
Principal (Permittee)

GREG WOLD
By (Name typed):

V.P. OPERATIONS
Title

Greg Wold
Signature

ATTEST

Jeanne Y. Smith
Jeanne Y. Smith
Assistant Corporate Secretary

11/20/00
Date

Surety Company

St. Paul Fire & Marine Insurance Company
Company Officer

Matthew Forsti; Attorney-in-Fact
Title/Position

Matthew Forsti
Signature

408 St. Peter Street, Suite #300
Surety Company Address

St. Paul, MN 55102
City, State, Zip

November 14, 2000
Date

FORM MR-6
Joint Agency Surety Form
(January 18, 2000)

Bond Number _____
Permit Number M / 045 / 030
Mine Name Cargill Salt
Other Agency File Number _____

SO AGREED this 21 day of December, 2000.

Lowell P Braxton

Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

FORM MR-6
Joint Agency Surety Form
(January 18, 2000)

Bond Number_____
Permit Number M / 045 / 030
Mine Name Cargill Salt
Other Agency File Number_____

AFFIDAVIT OF QUALIFICATION

On the 14th day of November, 20 00, personally appeared before me Matthew Forsti who being by me duly sworn did say that he/she, the said Matthew Forsti is the Attorney-in-Fact of St. Paul Fire & Marine Insurance Comany and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Matthew Forsti duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Matthew Forsti
Surety Officer

Title: Attoney-in-Fact

STATE OF Minnesota)
) ss:
COUNTY OF Hennepin)

Subscribed and sworn to before me this 14th day of November, 20 00.

MARYANN FOLTA
NOTARY PUBLIC-MINNESOTA
MY COMMISSION EXPIRES 1-31-2005

Notary Public

Residing at: Maple MN

My Commission Expires:

1-31, 20 05.

The St Paul

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21391 **Certificate No.** 500786

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin *(herein collectively called the "Companies")*, and that the Companies do hereby make, constitute and appoint

Shelby Wintz, Marata Nicolopoulos, Charyl Cherryhomes, Matthew Forsti and Erin Dooley

of the City of Minneapolis, State Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 14th day of December, 1999.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

John F. Phinney
JOHN F. PHINNEY, Vice President

Michael R. McKibben
MICHAEL R. MCKIBBEN, Assistant Secretary

State of Maryland
City of Baltimore

On this 14th day of December, 1999, before me, the undersigned officer, personally appeared John F. Phinney and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.

REBECCA EASLEY-ONOKALA NOTARY PUBLIC BALTIMORE CITY MD

Rebecca Easley-Onokala
REBECCA EASLEY-ONOKALA, Notary Public