

## VOLUNTARY AGREEMENT REGARDING WATER AND LAND CONSERVATION ON GREAT SALT LAKE

This VOLUNTARY AGREEMENT REGARDING WATER AND LAND CONSERVATION ON GREAT SALT LAKE (this “Agreement”), effective as of the 1st day of September 2024 (the “Effective Date”), is by and between COMPASS MINERALS OGDEN INC., a Delaware corporation with a Utah address of 765 N 10500 W, Ogden, UT 84404 (“Compass Minerals”) and the UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS, a division of the State of Utah Department of Natural Resources, with an address of 1594 West North Temple, Suite 3520, P.O. Box 146301, Salt Lake City, Utah 84116-6301 (“FFSL”). Compass Minerals and FFSL may sometimes be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

### RECITALS

A. Pursuant to leases with FFSL, Compass Minerals has produced sodium chloride, sulfate of potash, and magnesium chloride mineral products on Great Salt Lake since 1968. Brine from remote areas on Great Salt Lake is pumped into a series of shallow ponds where the sun and wind naturally evaporate the water to produce minerals. Compass Minerals’ products are used as a specialty fertilizer for agricultural production of vegetables, fruit, and tree nuts as well as for deicing roads, water treatment, and other industrial applications. Given the critical importance of Great Salt Lake to Compass Minerals’ Ogden operations and its robust internal environmental and sustainability policies, Compass Minerals is committed to using water efficiently and collaborating with other stakeholders to achieve responsible and sustainable water use.

B. FFSL is the management authority for sovereign lands and manages Great Salt Lake sovereign land in a manner that recognizes FFSL’s duty to manage public trust assets and balances enumerated public interest benefits and policies (“FFSL’s Management Duties”). *See generally* Utah Code Title 65A, Chapter 10.

C. On January 16, 2024, Great Salt Lake Commissioner Brian Steed (appointed by Governor Spencer Cox in 2023) released the Great Salt Lake Strategic Plan (the “Strategic Plan”). The Strategic Plan identified a low-end elevation for the South Arm of Great Salt Lake at 4,190 feet, an intermediate elevation at 4,195 feet, and a target elevation range starting at 4,198 feet.

D. Compass Minerals owns perfected Water Right Nos. 13-246, 13-3091, and 13-3569 (the “Progressive Water Rights”) which collectively authorize Compass Minerals to divert 156,000 acre-feet of water from Great Salt Lake. Compass Minerals uses water under the Progressive Water Rights for the extraction of mineral salts, with fully consumptive historic uses, including at its evaporation ponds.

E. Compass Minerals also owns Water Right Nos. 13-3404 and 13-3457 (together, the “Donation Water Rights”). Water Right No. 13-3404 authorizes Compass Minerals to divert

and use water that flows out of the Bear River Migratory Bird Refuge and into the Willard Spur Wildlife Management Area (the “WMA”). Water Right No. 13-3457 authorizes Compass Minerals to divert water from Great Salt Lake for the year-round extraction of mineral salts and for year-round industrial purposes of mineral rinsing and removal for pumps and ponds.

F. Compass Minerals also owns Water Right Nos. 13-1109, 13-3345, 13-3592, 13-3800, 13-3871, 13-3887, and 35-2343, which are used for non-consumptive purposes including mineral return, pond flushing, and pump rinsing (together, the “Non-Consumptive Rights”).

G. FFSL has authority under Utah Code Section 73-3-30(2) to file a permanent change application with Compass Minerals on the Progressive Water Rights to contribute to the reasonable preservation or enhancement of the natural aquatic environment on sovereign lands.

H. When the elevation of the South Arm of Great Salt Lake is below the target range of 4,198 feet in elevation, Compass Minerals agrees to reduce its water consumption on a binding schedule under the Progressive Water Rights. The water consumption limits shall be based on Great Salt Lake elevations as described in this Agreement. The unused water under the Progressive Water Rights in any given year pursuant to the terms of this Agreement is referred to in this Agreement as the “In-Stream Flow Water.”

I. To facilitate the Parties’ mutual desire to support the policy of the state of Utah to retain more wet water in Great Salt Lake, the Parties desire to file an Application for Permanent Change of Water (a “Permanent Change Application”) on the Progressive Water Rights authorizing FFSL to beneficially use the In-Stream Flow Water on sovereign lands for FFSL’s Management Duties, to contribute to the reasonable preservation or enhancement of the natural aquatic environment, and for the propagation or maintenance of wildlife in Great Salt Lake.

J. To further support and encourage state policy to retain more wet water in Great Salt Lake, Compass Minerals desires to donate to benefit Great Salt Lake in perpetuity 167 cubic feet per second (“cfs”) (approximately 121,000 acre-feet) of Water Right No. 13-3457 to FFSL to ensure that flow is available for the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake. The Parties acknowledge that the cfs and acre-foot values used throughout this Agreement are the values as understood by the Parties on the Effective Date and are approximate values unless otherwise stated.

K. Compass Minerals desires to remove all consumptive uses from the remaining 83 cfs (60,089.25685 acre-feet) of Water Right No. 13-3457, and the Parties desire to file a Permanent Change Application on this water authorizing FFSL to beneficially use any water Compass Minerals does not use under Water Right No. 13-3457.

L. To ensure the provision of water to the WMA under Water Right No. 13-3404 (a48872), Compass Minerals desires to donate the full extent (8,000 cfs, commonly understood by the Parties to represent approximately 80,000 acre-feet) of Water Right No. 13-3404 to the Division of Wildlife Resources (“DWR”) as contemplated by the Order of the State Engineer for Permanent Change Application No. a48872.

M. Compass Minerals is the lessee under 10 mineral lease agreements with FFSL - Mineral Lease (“ML”) Numbers 19024, 19059, 21708, 22782, 23023, 24631, 25859, 43388, 44607, and 200 00107 (the “Leases”), which collectively cover approximately 140,330 acres.

N. Compass Minerals desires to permanently donate its leasehold interest in and relinquish from certain of the Leases, for use pursuant to FFSL’s Management Duties on Great Salt Lake, approximately 65,000 acres as more particularly described herein.

O. The Parties desire to formalize Compass Minerals’ donation and relinquishment of certain acreage covered by the Leases in order to withdraw that land from any future mineral leasing and manage it to protect Great Salt Lake consistent with FFSL’s Management Duties. The Parties also desire to amend the term of the Leases.

P. The Parties understand and acknowledge that this Agreement is both a “voluntary agreement” and a “voluntary arrangement” under House Bill 453, “Great Salt Lake Revisions,” adopted during the 2024 General Session of the Utah State Legislature, and which became effective May 1, 2024 (“House Bill 453”).

NOW, THEREFORE, in consideration of Compass Minerals’ delivery of the In-Stream Flow Water to FFSL and the Donation Water Rights to FFSL or DWR, as well as Compass Minerals’ relinquishment to FFSL of the certain leasehold acreage identified herein, and the mutual promises of the Parties and other good and valuable consideration, the Parties agree as follows:

## **AGREEMENT**

### **I. Progressive Water Rights**

#### **1. Progressive Water Permanent Change Application.**

a. Compass Minerals, with FFSL’s assistance, shall prepare a Permanent Change Application on the Progressive Water Rights under Utah Code Sections 73-3-30(2)(a) and 73-3-30(2)(c)(1)(C) (the “Progressive Water Permanent Change Application”). The Progressive Water Permanent Change Application shall add FFSL-managed sovereign lands below the meander line, completed in 1966, of Great Salt Lake unless otherwise established by court order or negotiated boundary settlement, as additional places of use for the Progressive Water Rights. FFSL’s Management Duties, as well as the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife, shall also be added by the Progressive Water Permanent Change Application as authorized uses of the Progressive Water Rights.

b. Compass Minerals shall sign the Progressive Water Permanent Change Application as the “Owner” of the Water Rights, and FFSL shall sign as an “Interested Party.” The Progressive Water Permanent Change Application shall be substantially the same as the form attached as **Exhibit A**.

c. Compass Minerals shall file and prosecute the Progressive Water Permanent Change Application to Final Approval at its cost, except as otherwise stated in this Agreement. As used in this Section and throughout this Agreement, “Final Approval” means that the Utah State Engineer has issued an Order approving a Permanent Change Application consistent with its terms as filed or other terms acceptable to the Parties and that the Order is no longer subject to any administrative or judicial appeals. FFSL shall cooperate with and provide technical and other assistance to Compass Minerals in prosecuting the Progressive Water Permanent Change Application to Final Approval.

d. If any protests to the Progressive Water Permanent Change Application are received, the Parties shall work together to develop and address responses to the protests, requests for reconsideration, and/or judicial appeals, if any, that may be filed in relation to the Progressive Water Permanent Change Application.

2. Water Consumption Limits under Progressive Water Rights. Upon Final Approval of the Progressive Water Permanent Change Application, Compass Minerals shall limit its diversions under the Progressive Water Rights as provided in this Agreement.

a. On June 15 of each calendar year, FFSL shall document the mean daily elevation of the South Arm of Great Salt Lake (the “South Arm Elevation”) for that day. FFSL shall utilize provisional data as reported by United States Geological Survey for Gage 10010000, Great Salt Lake at Saltair Boat Harbor.

b. No later than June 20 of each calendar year, FFSL shall provide the South Arm Elevation, including data supporting the measurement, to Compass Minerals in accordance with Section V.4 of this Agreement.

c. In the calendar year following the measurement taken pursuant to Section I.2.a. of this Agreement, Compass Minerals shall use the Progressive Water Rights as follows:

- i. *South Arm Elevation at or above 4,198.00 feet:* May divert up to all of Progressive Water Rights.
- ii. *South Arm Elevation of 4,197.99 to 4,195.00 feet:* May divert up to 130,000 acre-feet (approximately 83%).
- iii. *South Arm Elevation of 4,194.99 to 4,193.00 feet:* May divert up to 78,000 acre-feet (approximately 50%).
- iv. *South Arm Elevation of 4,192.99 to 4,190.01 feet:* May divert up to 46,800 acre-feet (approximately 30%).
- v. *South Arm Elevation of 4,190.00 feet and below:* No diversions of Progressive Water Rights.



d. Any water available above the limits outlined in this Section I.2 (up to the certificated volume of the Progressive Water Rights) is In-Stream Flow Water that shall be used by FFSL pursuant to the Progressive Water Permanent Change Application. By way of example, if the South Arm Elevation measured on June 15, 2025 was 4,194.9 feet, Compass Minerals will limit its diversions in 2026 to no more than 78,000 acre-feet and the remaining 78,000 acre-feet will be available for use by FFSL, in accordance with the Progressive Water Permanent Change Application. The water consumption limits outlined in this Section I.2. shall be incorporated into the Progressive Water Permanent Change Application consistent with **Exhibit A**.

3. **Use of In-Stream Flow Water.** Upon Final Approval of the Progressive Water Permanent Change Application, Compass Minerals shall limit diversions as set forth in Section I.2. above and FFSL shall use the In-Stream Flow Water as provided in this Agreement. The Progressive Water Rights are certificated for fully consumptive use. Measured beneficial use of the Progressive Water Rights for their existing uses together with the amount of In-Stream Flow Water under the Progressive Water Permanent Change Application shall not exceed the collective certificated volume of the Progressive Water Rights.

a. FFSL shall use the In-Stream Flow Water if and when it is available as described in the Progressive Water Permanent Change Application for the reasonable preservation or enhancement of the natural aquatic environment in Great Salt Lake, the propagation or maintenance of wildlife in Great Salt Lake, and FFSL's Management Duties. FFSL shall be responsible to secure any right not already provided by statute that may be required to accept and use In-Stream Flow Water in accordance with the Progressive Water Permanent Change Application.

4. **Potential for Increased Use by FFSL of Water under Progressive Water Rights.** Compass Minerals is committed to efficiently and sustainably using water made available from the Progressive Water Rights. At times, Compass Minerals may be able to divert less water under the Progressive Water Rights than authorized pursuant to Section I.2 of this Agreement and the Progressive Water Permanent Change Application. Any water that Compass Minerals has the right to divert pursuant to the Progressive Water Permanent Change Application, but does not actually divert in any given year, may be used by FFSL for FFSL's Management Duties and for the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake.

5. **Full Beneficial Use.** It is the intent of the Parties that the Progressive Water Rights shall be put to full beneficial use by Compass Minerals and/or FFSL in any given calendar year following execution of this Agreement. This Section I in no way affects Compass Minerals' rights to use the Progressive Water Rights other than as set forth under Section I.2.c. of this Agreement.

6. **Planning and Communication.** To cooperate in achieving their mutual goal of retaining wet water in Great Salt Lake, and after Final Approval of the Progressive Water Permanent Change Application, the Parties shall meet as needed to coordinate use and measurement of In-Stream Flow Water.

7. Measurement and Proof of Beneficial Use on the Progressive Water Permanent Change Application. Compass Minerals shall continue measuring diversions under the Progressive Water Rights and reporting the same to the State Engineer under the Water Use Reporting Program. FFSL shall report its use of water under the Progressive Water Permanent Change Application as required by the State Engineer. FFSL shall aid and cooperate with Compass Minerals to file a Proof of Beneficial Use on the Progressive Water Permanent Change Application at Compass Minerals' request.

## **II. Donation Water Rights**

1. Donation. Compass Minerals agrees to donate to FFSL 167 cfs (approximately 121,000 acre-feet) of Water Right No. 13-3457, pursuant to the terms and conditions set forth in this Agreement. Compass Minerals agrees to donate the full extent (8,000 cfs, commonly understood by the Parties to represent approximately 80,000 acre-feet per year) of Water Right No. 13-3404 (a48872) to DWR, pursuant to the terms and conditions set forth in this Agreement.

2. Water Right Number 13-3457. The donation of 167 cfs (approximately 121,000 acre-feet) of Water Right No. 13-3457 to FFSL shall proceed as follows:

a. No more than 30 days after the Effective Date of this Agreement, Compass Minerals shall request that the Division of Water Rights segregate 167 cfs (approximately 121,000 acre-feet) from Water Right No. 13-3457. This segregation will result in two water rights: Water Right No. 13-3457 for 83 cfs, and a new Water Right Number for 167 cfs (approximately 121,000 acre-feet) (the "Segregated Water Right").

b. Once the Division of Water Rights segregates the Segregated Water Right from Water Right No. 13-3457, Compass Minerals shall donate the Segregated Water Right by Water Right Quitclaim Deed and Assignment to FFSL. The Water Right Quitclaim Deed and Assignment shall include a Water Deed Addendum, such that the recording of the Water Right Quitclaim Deed and Assignment and the Addendum will update title to the Segregated Water Right in the record of the Division of Water Rights into FFSL's name without the need to file a Report of Water Right Conveyance with the Division of Water Rights. The form of the Water Right Quitclaim Deed and Assignment and the Water Deed Addendum for the Segregated Water Right shall be substantially the same as the form attached as **Exhibit B.**

c. No more than thirty (30) days after the Segregated Water Right has been conveyed to FFSL, Compass Minerals shall file a Permanent Change Application on Water Right No. 13-3457 (the "13-3457 Change Application") to:

- i. remove the uses for extracting mineral salts (leaving the non-consumptive uses of mineral rinsing and removal for pumps and ponds);
- ii. add FFSL managed sovereign lands below the meander line of Great Salt Lake, completed in 1966, of Great Salt Lake unless otherwise established by court order or negotiated boundary settlement as additional places of use for Water Right No. 13-3457;

- iii. add FFSL's Management Duties, the reasonable preservation or enhancement of the natural aquatic environment in Great Salt Lake, and the propagation or maintenance of wildlife in Great Salt Lake as authorized uses of Water Right No. 13-3457;
- iv. change one of Compass Minerals' western points of diversion; and
- v. change the quantity of water associated with Water Right No. 13-3457 from 83 cfs to 60,089.25685 acre-feet.

d. Compass Minerals shall sign the 13-3457 Change Application as the "Owner" of Water Right No. 13-3457, and FFSL shall sign as an "Interested Party." The 13-3457 Change Application shall be substantially the same as the form attached as **Exhibit C**. Compass Minerals and FFSL shall work cooperatively to prosecute the 13-3457 Change Application to Final Approval.

e. Upon Final Approval of the 13-3457 Change Application, Compass Minerals and FFSL shall use water under Water Right No. 13-3457 as provided in this Agreement and the State Engineer's Order on the 13-3457 Change Application. In the event that the State Engineer's Order on the 13-3457 Change Application contains conditions that conflict with this Agreement, the conditions in the State Engineer's Order control.

- i. Compass Minerals shall only use water under Water Right No. 13-3457 for non-consumptive uses (*e.g.*, mineral rinsing and removal for pumps and ponds).
- ii. Any water not used by Compass Minerals for non-consumptive uses (up to the approved volume of Water Right No. 13-3457) shall be used by FFSL for the reasonable preservation or enhancement of the natural aquatic environment, the propagation or maintenance of wildlife in Great Salt Lake, and FFSL's Management Duties. By way of example, if in 2025 Compass Minerals only diverts 20,000 acre-feet for non-consumptive uses under Water Right No. 13-3457, the remaining 40,089.25685 acre-feet will be available for use by FFSL, in accordance with the 13-3457 Change Application. This arrangement for the Parties' use of water under Water Right 13-3457 shall be incorporated into the 13-3457 Change Application consistent with **Exhibit C**. The 13-3457 Change Application shall only be valid as long as FFSL is an Interested Party using water as outlined in this subsection and consistent with **Exhibit C**.

f. FFSL shall aid and cooperate with Compass Minerals to file a Proof of Beneficial Use on the 13-3457 Change Application at Compass Minerals' request.

g. Compass Minerals shall physically measure its diversions and return flows under Water Right No. 13-3457. Compass Minerals shall develop a 5-year rolling average mass-balance approach for measuring diversions and return flows under Water Right No. 13-3457 and for demonstrating that Compass Minerals is not depleting more total water than authorized under

its Great Salt Lake water rights, as that term is defined in Utah Code Section 73-33-101. FFSL shall report its use of water under Water Right No. 13-3457 as required by the State Engineer.

3. Water Right Number 13-3404 (a48872). No more than 30 days after the Effective Date of this Agreement, Compass Minerals shall convey Water Right No. 13-3404 (a48872) by Water Right Quitclaim Deed and Assignment to Ducks Unlimited Inc. ("Ducks Unlimited"). This conveyance will allow Ducks Unlimited to apply for and obtain grants to assist with the delivery of water from the Bear River Migratory Bird Refuge into the WMA. Compass Minerals, DWR, and Ducks Unlimited have separately negotiated the subsequent conveyance of Water Right No. 13-3404 (a48872) from Ducks Unlimited to DWR to ensure that water is available for year-round wildlife habitat uses in the WMA.

### **III. Non-Consumptive Water Rights.**

1. Measurement of Diversions and Return Flows. Compass Minerals agrees to physically measure its diversions and return flows under the Non-Consumptive Rights, and to report the measurements to the Division of Water Rights.

2. Mass-Balance Approach. Compass Minerals will develop a 5-year rolling average mass-balance approach for demonstrating that Compass Minerals is not depleting more total water than authorized under its Great Salt Lake water rights, as that term is defined in Utah Code Section 73-33-101.

### **IV. Mineral Lease Acreage Donation and Lease Amendments**

1. Mineral Lease Acreage Donation. The Parties have cooperatively identified approximately 65,000 acres, more or less, that are currently encompassed in the Leases that Compass Minerals is not currently actively utilizing for mineral production and that have significant habitat and conservation value. Compass Minerals agrees to donate and relinquish its entire leasehold interest on that acreage to FFSL, and FFSL agrees to permanently withdraw that acreage from mineral leasing by issuing a Record of Decision, substantially in the form attached as Exhibit D. The donation and relinquishment will proceed as follows:

a. *Acreage Amendments*. The following amendments shall be made to the Leases, through an Amendment to Mineral Lease Agreements (the "Amendment"), substantially the same as the form attached as Exhibit E, to be executed by Compass Minerals and FFSL no more than 30 days after the Effective Date of this Agreement:

i. ML 19024 (total of 20,826.56 acres, more or less) shall be amended to relinquish 14,221.76 acres, more or less;

A. Including all associated subsurface rights under ML 23023. ML 23023 shall be relinquished in its entirety.

ii. ML 19059 (total of 2,563.79 acres, more or less) shall be amended to relinquish 1,144.39 acres, more or less.

- iii. ML 21708 (total of 20,860.29 acres, more or less) shall be amended to relinquish 12,677.85 acres, more or less.
- iv. ML 22782 (total of 7,580 acres, more or less) shall be amended to relinquish 2,450.06 acres, more or less.
- v. ML 25859 (total of 10,583.50 acres, more or less) shall be amended to relinquish a total of 4,573.57 acres, more or less, in two phases, as described in Paragraph IV.1.c.
- vi. ML 44607 (total of 37,829.82 acres, more or less) shall be amended to relinquish 3,439.23 acres, more or less.
- vii. ML 200 00107 (total of 23,088 acres, more or less) shall be relinquished in its entirety.
- viii. ML 24631 (total of 1,911 acres, more or less) shall be relinquished in its entirety.
- ix. ML 43388 (total of 708 acres, more or less) shall be relinquished in its entirety.

b. *Effect of Relinquishment.* With the exception of those lands and facilities outlined in Section IV.1.a and Exhibit E, Compass Minerals shall have no further rights, title, interests, obligations, or liabilities with regard to the relinquished lease acreage other than obligations that accrued prior to the date of relinquishment, including any applicable reclamation obligations included in the Large Mine Permit Consolidation, Permit No. M/057/0002, submitted to the Utah Division of Oil, Gas and Mining on March 28, 2011.

c. *Willard Canal.* Notwithstanding the foregoing, the Parties understand that certain leased acreage adjacent to the Willard Canal (the “Willard Canal Land”) that is intended to be relinquished as part of the approximate 65,000 acres referenced in Paragraph IV.1, is part of a Wetlands Impact Mitigation Agreement dated on or about April 12, 1995 by and among Great Salt Lake Minerals Corp. (Compass Minerals’ predecessor in interest) and DWR (the “Mitigation Agreement”). The Mitigation Agreement, which the Parties understand expires in 2027, has certain stipulations related to the Willard Canal Land that may include consent to assignment or other provisions. Out of an abundance of caution, the Parties agree that the Willard Canal Land, as described in **Exhibit F** to this Agreement, will be relinquished by Compass Minerals to FFSL no later than sixty (60) days after the expiration of the Mitigation Agreement, at which time the Parties will execute the Amendment to ML 25859, substantially in the same form attached as **Exhibit F**, to reflect the relinquishment of the Willard Canal Land. The Parties further agree that the Willard Canal Land may be relinquished to FFSL prior to the expiration of the Mitigation Agreement provided that approvals are obtained from interested parties including DWR and the U.S. Army Corps of Engineers.

2. Mineral Lease Term Amendment. The Parties have agreed that the Leases shall be amended to provide a term of years in lieu of the existing “held in production,” or other similar, language. No more than 30 days after the Effective Date of this Agreement, the Amendment, substantially the same as the form attached as Exhibit E, shall be executed by Compass Minerals and FFSL that:

a. Replaces the current terms in ML 19024, ML 19059, ML 21708, ML 22782, ML 25859, and ML 44607 with an initial term of twenty (20) years, commencing on the Effective Date of the Amendment (the “Initial Term”). Thereafter, the term of each of the Leases shall automatically renew for successive twenty (20) year terms (each an “Extended Term”), provided that Compass Minerals has fully performed all of its obligations under each renewing Lease and the Lease or Leases have not sooner been terminated or canceled in writing as provided for under the terms of the Leases. Compass Minerals may cancel the renewal of any Lease by providing written notice to FFSL at least ninety (90) days prior to the expiration of the Initial Term or any Extended Term. FFSL may cancel the renewal of any Lease by providing written notice to Compass Minerals at least ninety (90) days prior to the expiration of the Initial Term or any Extended Term (“FFSL Notice Date”), provided however, that FFSL’s right to cancel a Lease renewal term shall be limited to the existence, at the time of the FFSL Notice Date, of a material default or breach of the terms of the applicable Lease. For the avoidance of doubt, notwithstanding any language in this paragraph 2.a to the contrary: (i) FFSL shall provide written notice to Compass Minerals identifying any such alleged material default or breach; and (ii) the Parties further agree that they will cooperate in good faith to allow Compass Minerals to timely resolve the matter regarding any such alleged material default or breach, and, if such commercially reasonable cooperation is continuing in good faith, then FFSL shall not prevent a renewal of an Extended Term. Nothing in this Amendment prevents the Parties from renegotiating the terms of the Leases upon issuance of a nonrenewal notice.

b. As of the Effective Date, the Parties agree the Leases are in full force and effect and the Parties hereby ratify and confirm the same. With the exception of the terms set forth in the Amendment, no further amendments to the Leases are contemplated. To the extent the terms and provisions of this Agreement conflict with Amendment, the Amendment controls.

## **V. Miscellaneous Provisions**

1. Compass Minerals’ Representations and Warranties. Compass Minerals represents and warrants to FFSL as of the Effective Date as follows (with the knowledge and understanding that FFSL is relying on such representations and warranties):

a. Compass Minerals is the sole legal owner of the Progressive Water Rights and the Donation Water Rights and has the legal capacity and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement.

b. This Agreement addresses all Great Salt Lake water rights held by Compass Minerals, as that term is defined in Utah Code Section 73-33-101, with the exception

of Water Right No. 35-4012, which Compass Minerals acknowledges will likely be regulated in the Distribution Management Plan being developed by the State Engineer pursuant to Utah Code Title 73, Chapter 33.

c. This Agreement, and any other agreements and instruments contemplated hereby, constitute legal, valid, and binding obligations of Compass Minerals, enforceable in accordance with their respective terms.

d. Except as expressly provided herein, no consent, approval or authorization of any governmental authority is required in connection with the execution, delivery and performance of this Agreement by Compass Minerals.

e. No party other than FFSL has any right to acquire the Segregated Water Right (by contract, option, or otherwise).

f. There are no pending annexations, condemnations, or other proceedings or litigation against or affecting any part of the Progressive Water Rights or Donation Water Rights and no such actions or proceedings are threatened.

g. The Progressive Water Rights and Donation Water Rights in whole or in part have not been declared by a court to be forfeited or abandoned, the water authorized for diversion under the Progressive Water Rights and Donation Water Rights has been beneficially used so as to prevent forfeiture and abandonment of the Progressive Water Rights and Donation Water Rights or any lack of use associated with the Progressive Water Rights and Donation Water Rights is excused under Utah Code Section 73-1-4(2)(b) or (e), and the Progressive Water Rights and Donation Water Rights, in whole or in part, are not subject to forfeiture or abandonment.

2. FFSL's Representations and Warranties. FFSL represents and warrants to Compass Minerals as of the Effective Date and as of the date of the Closing as follows (with the knowledge and understanding that Compass Minerals is relying on such representations and warranties):

a. *Withdrawal of Donated Acreage from Mineral Leasing*. FFSL shall issue a Record of Decision to permanently withdraw the relinquished acreage outlined in Section IV.1.a from any mineral leasing. Lands will be managed for Great Salt Lake consistent with FFSL's management authority.

b. *Great Salt Lake Operator Consistency*. FFSL agrees that the Water Consumption Limits outlined in Section I.2.c of this Voluntary Agreement shall not impose percentage reductions for water diversions more stringent than reductions imposed on other operators at Great Salt Lake under similar voluntary agreements. FFSL shall endeavor to make the percentage reductions consistent for all operators.

c. *Eminent domain* – The Parties intend this Agreement to align Compass Minerals' water right and lease holdings more closely to its current operational footprint in lieu

of FFSL's exercise of eminent domain. Consistent with that understanding, FFSL agrees to negotiate in good faith in advance of any future eminent domain action that could materially impact Compass Minerals' (including, for the avoidance of doubt, any successor's) operations.

- i. FFSL further agrees Compass Minerals' Leases listed in Section IV.2.a and Exhibit E shall be preserved and that FFSL will not employ eminent domain to affect operational acreage or to allow other operators to access, withdraw, or inject into Compass Minerals' brine flows within its pond and plant processes.
- ii. Subject to the foregoing, FFSL agrees to provide advance notice to Compass Minerals of any basis for initiating an eminent domain action and a reasonable opportunity to cure (minimum of 180 days depending on the cure required).

d. *House Bill 453.* The Parties intend this Agreement to address the substantive issues raised by House Bill 453. To the extent that there are future proposed legislative changes that substantially impact the legislative intent of HB 453, this Agreement, or the commitments or benefits herein, the Parties agree to work cooperatively to protect the negotiated commitments, benefits, and overall intent of this Agreement.

3. No Warranty. The Parties understand and acknowledge that Compass Minerals makes no warranty of any kind regarding the quality or fitness for purpose of use regarding the In-Stream Flow Water or Donation Water Rights.

4. Notices. Any notice to be given under this Agreement shall be properly given by hand delivery, fax, email, or by deposit in the United States mail, postage prepaid, to the persons at the addresses listed below:

Compass Minerals Ogden Inc.  
Attn: Rick Axthelm  
Chief Public Affairs and Sustainability  
Officer  
9900 W 109th St. #100  
Overland Park, KS 66210

Utah Division of Forestry, Fire & State Lands  
Attn: Director  
1594 W North Temple, Suite 3520  
Salt Lake City, UT 84114-5703

5. Miscellaneous Provisions.

a. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.

b. Recitals. The Parties agree that the Recital paragraphs of this Agreement are included terms and conditions hereof.



c. Binding Effect. All the terms and provisions contained herein shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective officers, directors, employees, representatives, successors, and assigns.

d. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the Parties.

e. Applicable Law. This Agreement shall, in all respects, be governed by and construed in accordance with all applicable Utah State law.

f. Waiver. The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or of another provision of this Agreement. Any waiver shall be in writing and shall be signed by the waiving Party.

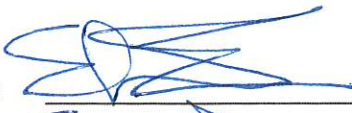
g. Authorization. Each Party represents and warrants that its signor for this Agreement is authorized to sign this Agreement in the capacity and for the entity set forth where he or she signs.

h. Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.

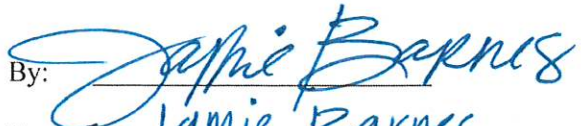
IN WITNESS WHEREOF, the Parties have executed this Voluntary Agreement Regarding Water Conservation and Mineral Leasing on Great Salt Lake as of the dates listed in their signature blocks and shall be effective on the Effective Date.

*Signatures appear on the following page(s)*

COMPASS MINERALS OGDEN INC.


By:   
Name: Edward C. Duvick  
Its: President & CEO  
Date: 29 August 2024

UTAH DIVISION OF FORESTRY, FIRE &  
STATE LANDS

By:   
Name: Jamie Barnes  
Its: Director  
Date: August 29, 2024

**Approved as to Form:**

UTAH ATTORNEY GENERAL SEAN D.  
REYES

By:   
Name: Michael Bayley

Utah Assistant Attorney General  
Counsel for Utah Division of Forestry, Fire  
and State Lands

Date: 8/29/2024

## **EXHIBIT A**

Form Progressive Water Permanent Change Application

# APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Receipt by: \_\_\_\_\_

Fee Rec.: \_\_\_\_\_

Receipt # \_\_\_\_\_

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated, as amended.

\*WATER RIGHT NO. 13 - 246  
Changes are proposed in (check those applicable)

\*APPLICATION NO. a \_\_\_\_\_

☐ point of diversion    ☐ place of use    ☐ nature of use    ☐ period of use    ☐ storage

1. OWNER INFORMATION

County Tax ID \_\_\_\_\_

Name(s): See Attached Interest: \_\_\_\_\_ %  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number \_\_\_\_\_

2. \*PRIORITY OF CHANGE: \_\_\_\_\_ \*FILING DATE: \_\_\_\_\_  
\*Is this change amendatory? (Yes/No): \_\_\_\_\_

3. RIGHT EVIDENCED BY: 13-246, 13-3091, and 13-3569  
Prior Approved Change Applications for this right: \_\_\_\_\_

\*\*\*\*\*HERETOFORE\*\*\*\*\*

4. QUANTITY OF WATER: \_\_\_\_\_ cfs and/or 156,000 ac-ft.  
5. SOURCE: Great Salt Lake  
6. COUNTY: Box Elder  
7. POINT(S) OF DIVERSION: See Attached Sheets

Description of Diverting Works: \_\_\_\_\_

8. POINT(S) OF REDIVERSION

The water will be rediverted from \_\_\_\_\_ at a point: \_\_\_\_\_

Description of Diverting Works: \_\_\_\_\_

9. POINT(S) OF RETURN

The water will be returned to the natural stream/source at a point(s): \_\_\_\_\_

\*These items are to be completed by the Division of Water Rights

Permanent Change

10. NATURE AND PERIOD OF USE

Irrigation:	From _____ to _____
Stockwatering:	From _____ to _____
Domestic:	From _____ to _____
Municipal:	From _____ to _____
Mining:	From _____ to _____
Power:	From _____ to _____
Other:	From <u>Jan. 1</u> to <u>Dec. 31</u>

11. PURPOSE AND EXTENT OF USE

Irrigation: \_\_\_\_\_ acres. Sole supply of \_\_\_\_\_ acres.  
Stockwatering (number and kind): \_\_\_\_\_  
Domestic: \_\_\_\_\_ Families and/or \_\_\_\_\_ Persons.  
Municipal (name): \_\_\_\_\_  
Mining: \_\_\_\_\_ Mining District in the \_\_\_\_\_ Mine.  
Ores mined: \_\_\_\_\_  
Power Plant name: \_\_\_\_\_ Type: \_\_\_\_\_ Capacity: \_\_\_\_\_  
Other (describe): Mining and Mineral Extraction

12. PLACE OF USE

Legal description of place of use by 40 acre tract(s):  
See Attached Sheets

13. STORAGE

Reservoir Name: \_\_\_\_\_ Storage Period: from \_\_\_\_\_ to \_\_\_\_\_  
Capacity: \_\_\_\_\_ ac-ft. Inundated Area: \_\_\_\_\_ acres.  
Height of dam: \_\_\_\_\_ feet.  
Legal description of inundated area by 40 tract(s): \_\_\_\_\_

\*\*\*\*\*THE FOLLOWING CHANGES ARE PROPOSED\*\*\*\*\*

14. QUANTITY OF WATER: \_\_\_\_\_ cfs and/or 156,000 ac-ft.

15. SOURCE: Great Salt Lake

Balance of the water will be abandoned: \_\_\_\_\_, or will be used as heretofore: \_\_\_\_\_

16. COUNTY: Box Elder

17. POINT(S) OF DIVERSION: Same as Heretofore

Description of Diverting Works:

COMMON DESCRIPTION: North Arm of The Great Salt Lake

18. POINT(S) OF REDIVERSION

The water will be rediverted from \_\_\_\_\_ at a point: \_\_\_\_\_

Description of Diverting Works: \_\_\_\_\_

19. POINT(S) OF RETURN

The water will be returned to the natural stream/source at a point(s): \_\_\_\_\_



20. NATURE AND PERIOD OF USE

Irrigation:	From _____ to _____
Stockwatering:	From _____ to _____
Domestic:	From _____ to _____
Municipal:	From _____ to _____
Mining:	From _____ to _____
Power:	From _____ to _____
Other:	From <u>Jan. 1</u> to <u>Dec. 31</u>

21. PURPOSE AND EXTENT OF USE

Irrigation: \_\_\_\_\_ acres. Sole supply of \_\_\_\_\_ acres.  
Stockwatering (number and kind): \_\_\_\_\_  
Domestic: \_\_\_\_\_ Families and/or \_\_\_\_\_ Persons.  
Municipal (name): \_\_\_\_\_  
Mining: \_\_\_\_\_ Mining District at the \_\_\_\_\_ Mine.  
Ores mined: \_\_\_\_\_  
Power: Plant name: \_\_\_\_\_ Type: \_\_\_\_\_ Capacity: \_\_\_\_\_  
Other (describe): Mining and Mineral Extraction and Great Salt Lake Enhancement  
See Attached Sheets

22. PLACE OF USE

Legal description of place of use by 40 acre tract(s): See Attached Sheets

23. STORAGE

Reservoir Name: \_\_\_\_\_ Storage Period: from \_\_\_\_\_ to \_\_\_\_\_  
Capacity: \_\_\_\_\_ ac-ft. Inundated Area: \_\_\_\_\_ acres.  
Height of dam: \_\_\_\_\_ feet.  
Legal description of inundated area by 40 tract(s): \_\_\_\_\_

24. EXPLANATORY

The following is set forth to define more clearly the full purpose of this application. Include any supplemental water rights used for the same purpose. (Use additional pages of the same size if necessary). See Attached Sheets

\*\*\*\*\*

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, including maps and other documents attached, at the time of filing, rests with the applicant(s).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

\*If applicant is a corporation or other organization, signature must be the name of such corporation or organization by its authorized agent, or in the name of the partnership by one of the partners.

\_\_\_\_\_  
Authorized Agent (please print)

\_\_\_\_\_  
Authorized Agent (signature)

**Attachment to Change Application Number \_\_\_\_\_**

**Item Number 1 – Owner Information**

Compass Minerals Ogden Inc.  
c/o Joe Havasi  
765 North 10500 West  
Ogden, UT 84404  
Interest – 100%

State of Utah Division of Forestry, Fire and State Lands  
1594 West North Temple, Suite 3520  
Salt Lake City, UT 84114-5703  
Interest – 0%

**Item Number 7 – Points of Diversion**

- (1) South 3,500 feet and West 3,918 feet from the SW Corner of Section 24, T6N, R6W, SLB&M - Pump Station #1 - North Arm of Great Salt Lake
- (2) From a Point in Great Salt Lake located North 1,952 feet and East 29,050 feet from the SW Corner of Section 32, T8N, R10W, SLB&M to a point located South 581 feet and East 5,067 feet from the SW Corner of Section 8, T7N, R10W, SLB&M - the Inlet Canal from the beginning of the canal to Pump Station 113/114 - North Arm of The Great Salt Lake.

**Item Number 12 – Place of Use**

All of T6N, R3W, SLB&M  
All of T6N, R4W, SLB&M  
All of T6N, R5W, SLB&M  
All of T6N, R9W, SLB&M  
All of T6N, R10W, SLB&M  
All of T6N, R11W, SLB&M  
All of T7N, R3W, SLB&M  
All of T7N, R4W, SLB&M  
All of T7N, R9W, SLB&M  
All of T7N, R10W, SLB&M  
All of T7N, R11W, SLB&M  
All of T8N, R10W, SLB&M

**Item Number 21 – Proposed Purpose and Extent of Use**

The proposed use by Compass Minerals will be the same as heretofore - mining and mineral extraction. The State of Utah Division of Forestry, Fire and State Lands will use

the water for the proposed Great Salt Lake enhancement uses which are the reasonable preservation or enhancement of the natural aquatic environment and propagation or maintenance of wildlife in Great Salt Lake, and the management of sovereign lands in Great Salt Lake to manage public trust assets and balance public interest benefits and policies related to Great Salt Lake.

**Item Number 22 – Proposed Place of Use**

The proposed place of use for Compass Minerals will be the same as heretofore. The proposed place of use for the State of Utah Division of Forestry, Fire and State Lands will be all areas below the meander line of Great Salt Lake - see attached map.

**Item Number 24 – See Attached Explanatory**



## **EXPLANATORY**

(Water Right Nos. 13-246, 13-3091, and 13-3569)

Compass Minerals Ogden Inc. (“Compass Minerals” or “Applicant”) submits the enclosed Change Application (the “Change Application”) on Water Right Nos. 13-246, 13-3091, and 13-3569 (the “Water Rights”). Together, the Water Rights authorize the diversion of 156,000 acre-feet of water from the North Arm of Great Salt Lake for the mining of salt and extraction of minerals on the Great Salt Lake.

On September 1, 2024, Compass Minerals and the Utah Division of Forestry, Fire and State Lands (“FFSL”) entered into a Voluntary Agreement/Arrangement (the “Agreement”), under which Compass Minerals has agreed to voluntarily limit its diversions of water under the Water Rights in certain situations. When Compass Minerals limits its water use under the Water Rights as outlined below, the water that is available under the Water Rights and not diverted for mining of salts and extraction of minerals in a given year is referred to as “In-Stream Flow Water.”

Utah Code Section 73-3-30(2)(a)(ii) allows FFSL to file a permanent change application to provide water within the state for use on sovereign lands. Utah Code Section 73-3-30(2)(c)(i)(C) allows FFSL to file such change applications on perfected water rights which are secured by agreement. Here, FFSL has secured the authority to use the In-Stream Flow Water pursuant to the Agreement and will use the In-Stream Flow Water on sovereign lands.

Under the Agreement, Compass Minerals and FFSL agreed to file the Change Application as a permanent change application to allow FFSL’s use of In-Stream Flow Water for the management of sovereign lands below the meander line of the Great Salt Lake for public interest purposes, and for the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake. Compass Minerals will remain the owner of the Water Rights—FFSL is an Interested Party with 0% ownership interest in the Water Rights.

To fulfill the terms of the Agreement and ensure that the undiverted water remains in Great Salt Lake in times of shortage, the Change Application: (1) adds FFSL-managed sovereign lands below the meander line of Great Salt Lake as an additional place of use of the Water Rights; and (2) adds use of the In-Stream Flow Water by FFSL for: (a) the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake pursuant to Utah Code Section 73-3-30(2)(b); and (b) the management of sovereign lands in the Great Salt Lake to manage public trust assets and balance public interest benefits and policies related to Great Salt Lake pursuant to FFSL’s statutory authority in Utah Code Title 65A, Chapter 10, as authorized beneficial uses of the In-Stream Flow Water under the Change Application.

Compass Minerals has agreed to limit its diversion of water under the Water Rights for industrial purposes when the elevation of the South Arm of Great Salt Lake is below 4,198.00 feet. As such, Compass Minerals’ diversion of water under the Water Rights for industrial purposes will vary from year to year. Under the Agreement, FFSL shall measure the elevation of the South

Arm at United States Geological Survey Gage 10010000, Great Salt Lake at Saltair Boat Harbor, on June 15 of each calendar year. In the calendar year following the measurement, Compass Minerals agrees to limit its diversions under the Water Rights as follows:

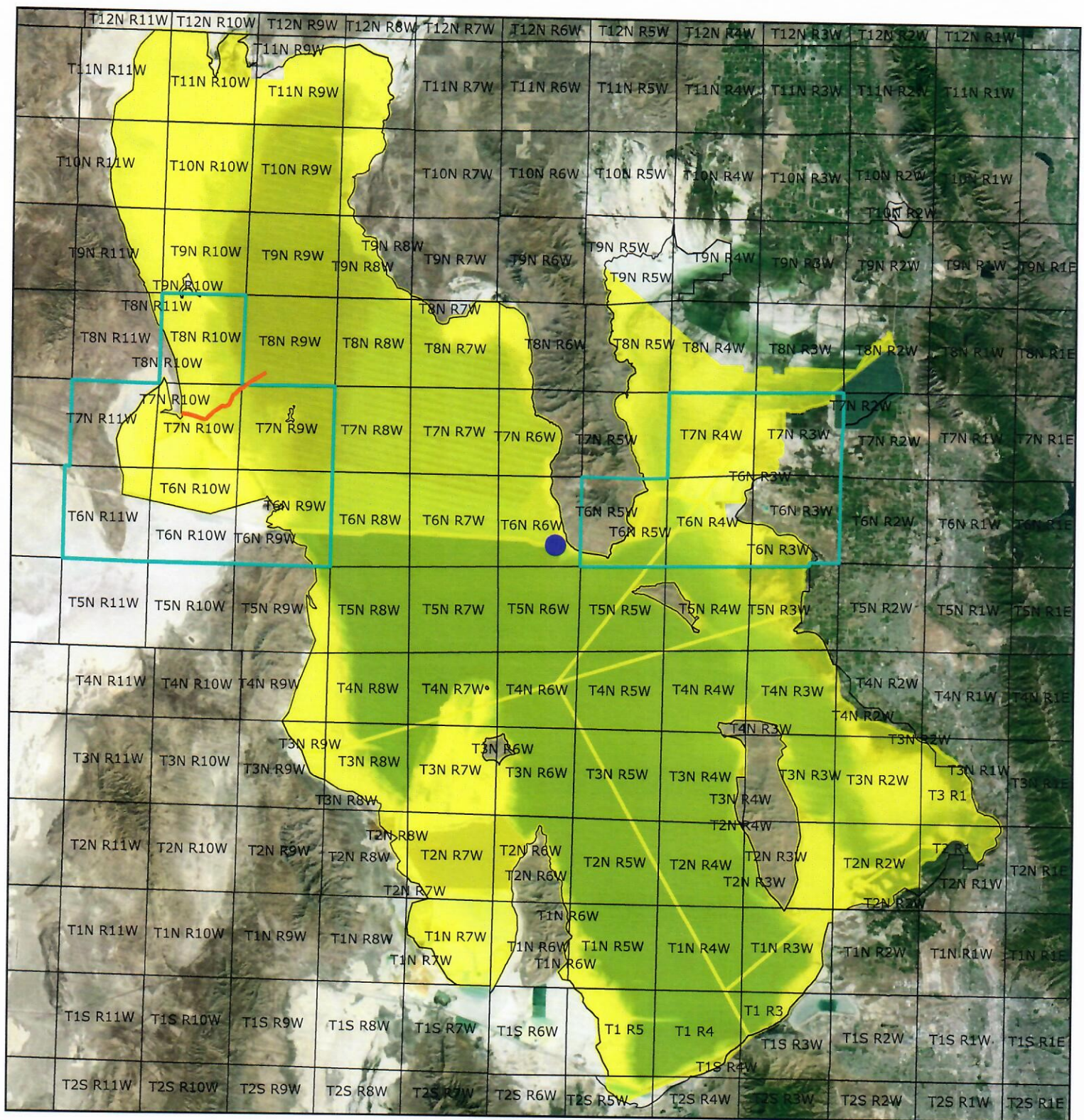
1. South Arm Elevation at or above 4,198.00 feet: May divert up to all 156,000 acre-feet under the Water Rights.
2. South Arm Elevation of 4,197.99 to 4,195.00 feet: May divert up to 130,000 acre-feet (approximately 83%).
3. South Arm Elevation of 4,194.99 to 4,193.00 feet: May divert up to 78,000 acre-feet (approximately 50%).
4. South Arm Elevation of 4,192.99 to 4,190.01 feet: May divert up to 46,800 acre-feet (approximately 30%).
5. South Arm Elevation of 4,190.00 feet and below: No diversions under the Water Rights.

Compass Minerals and FFSL jointly request that the State Engineer approve the Change Application with the above-stated elevation-based diversion limits and FFSL's use of the In-Stream Flow Water as conditions to the approval. The water that Compass Minerals does not divert in a given year (up to the certificated volume of the Water Rights) will be considered In-Stream Flow Water used by FFSL. In addition, Compass Minerals is committed to efficiently and sustainably using water made available from the Water Rights. As such, at times, Compass Minerals may be able to divert less water than authorized under the above-stated diversion limits. Any water that Compass Minerals has the right to divert but does not actually divert in any given year shall also be considered In-Stream Flow Water used by FFSL.

Compass Minerals' voluntary caps on diversions under the Water Rights based on the elevation of Great Salt Lake, FFSL's use of the In-Stream Flow Water, and the parties' Agreement are consistent with the policy of the state of Utah to protect and enhance Great Salt Lake.

The Agreement is binding on both parties' successors and assigns, and it represents the Parties' long-term commitment to the protection and enhancement of Great Salt Lake. The Parties agree that the Change Application will only be valid so long as FFSL remains an interested party using water pursuant to the Agreement and the Change Application, and request that the State Engineer include this as a condition to the approval of the Change Application.





## Change Application Map

- Townships
- Compass Minerals Place of Use
- State of Utah Division of Forestry, Fire and State Lands Place of Use
- Point of Diversion
- Point to Point

0 3 6 9 mi



## **EXHIBIT B**

Form Water Right Quitclaim Deed and Assignment and Water Deed Addendum  
(Segregated Water Right)

<p>WHEN RECORDED RETURN TO:</p> <p>Utah Division of Forestry, Fire and State Lands 1594 W. North Temple, Suite 3520 P.O. Box 146301 Salt Lake City, Utah 84116-6301</p>	<p>Space above for County Recorder's use</p>
---	--

**WATER RIGHT QUITCLAIM DEED AND ASSIGNMENT**

COMPASS MINERALS OGDEN INC., a Delaware corporation, with an address of 9900 West 109th Street, Suite 100, Overland Park, Kansas, 66210 ("**Grantor**"), for the sum of Ten and No/100 Dollars and other good and valuable consideration, hereby QUITCLAIMS to the UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS, a division of the State of Utah Department of Natural Resources, with an address of 1594 West North Temple, Suite 3520, P.O. Box 146301, Salt Lake City, Utah 84116-6301, ("**Grantee**"), the following described water right located in Box Elder County, State of Utah:

All of Grantor's right, title, and interest in and to Water Right Number  
13-\_\_\_\_\_.

Grantor also hereby ASSIGNS to Grantee the following approved change application filed with the Utah State Engineer on August 18, 2015:

Change application number a41026a (13-\_\_\_\_\_)

Witness the hand of the Grantor this \_\_\_\_ day of \_\_\_\_\_ 2024.

COMPASS MINERALS OGDEN INC.

\_\_\_\_\_  
Joe Havasi  
Vice President, Natural Resources

*[Acknowledgment appears on the following page]*



STATE OF \_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by Joe Havasi, Vice President, Natural Resources of Compass Minerals Ogden Inc., a Delaware corporation.

\_\_\_\_\_  
Notary Public

## WATER RIGHTS ADDENDUM TO **WATER DEEDS**

Grantor: \_\_\_\_\_

Grantee: \_\_\_\_\_

Water Right No(s): \_\_\_\_\_

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

---

**SECTION 1 - TYPE OF DEED**    **Check one box only - Must match language in the deed**

- ☐ The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
- ☐ The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
- ☐ The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
- ☐ The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any.  
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

---

**SECTION 2 - APPURTENANT WATER RIGHTS**    **Check one box only**

- ☐ All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.  
\_\_\_\_\_
- ☐ In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed. \_\_\_\_\_
- ☐ No water rights other than those specifically identified by water right number are being conveyed.

---

**SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART**    **Check all applicable boxes**

- ☐ 100% of the following water rights described in the deed are being conveyed. Water Right Nos. \_\_\_\_\_
- ☐ Only the portion indicated of the following water rights described in the deed are being conveyed.  
\_\_\_\_\_ acre-feet from Water Right No. \_\_\_\_\_ for: \_\_\_\_\_ families; \_\_\_\_\_ acres of irrigated land;  
stock water for \_\_\_\_\_ Equivalent Livestock Units; and/or for the following other uses: \_\_\_\_\_  
\_\_\_\_\_ acre-feet from Water Right No. \_\_\_\_\_ for: \_\_\_\_\_ families; \_\_\_\_\_ acres of irrigated land;  
stock water for \_\_\_\_\_ Equivalent Livestock Units; and/or for the following other uses: \_\_\_\_\_  
\_\_\_\_\_ acre-feet from Water Right No. \_\_\_\_\_ for: \_\_\_\_\_ families; \_\_\_\_\_ acres of irrigated land;  
stock water for \_\_\_\_\_ Equivalent Livestock Units; and/or for the following other uses: \_\_\_\_\_
- ☐ The language in the foregoing deed is controlling as to quantity, if any.

---

**SECTION 4 - OTHER DISCLOSURES**    **Check all applicable boxes**

- ☐ Grantor is endorsing and delivering to Grantee stock certificates for \_\_\_\_\_ shares of stock in the following water company: \_\_\_\_\_
- ☐ Other water related disclosures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

*The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.*

Grantor's Signature: \_\_\_\_\_

Grantee's Acknowledgment of Receipt: \_\_\_\_\_

Grantee's Mailing Address: \_\_\_\_\_

**NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS**

## NOTES TO WATER RIGHTS ADDENDUM TO WATER DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

**The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper “due diligence” research into any water right before purchasing it.**

### Section

- 1-4 Once this Water Right Addendum and deed has been recorded at the County Recorder’s Office, the county recorder shall transmit a paper or electronic copy of the deed and water rights addendum to the state engineer. Water right deeds and addendum submitted in conformance with statute which names as the grantor the person listed as owner of state engineer records - shall be processed as though it were a completed report of water right conveyance. If the state engineer does not update water right ownership on records of the Division upon submittal of a Water Right Addendum and deed, a water right owner must submit a report of water right conveyance (ROC) as directed in Utah Code § 73-1-10(3). Filing an ROC is necessary in order to: (1) have the Division’s records updated with current ownership and address information; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. Help with reviewing the water rights and the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- 1 There are three general types of deeds – warranty deeds, special warranty deeds, and quit claim deeds – which can be used to convey water rights. The primary difference between them is the type of warranty being given, which has a dramatic effect on the rights and responsibilities of both the Grantor and the Grantee. If you are unsure about the type of deed that you should use or accept, you should obtain legal advice on this issue.
- 2 Water rights owned by the Grantor and used on Grantor’s Parcel may be “appurtenant” to Grantor’s Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are “of record.” If either of the first two boxes in Section 2 are checked, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record; only water right numbers listed on the addendum will be updated. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- 3 A Water right can be conveyed in whole (100% of the right is conveyed) or in part (only a portion of the right is conveyed). If the whole right is conveyed, you do not need to describe the beneficial uses associated with the right. If only a part is being conveyed, you need to describe exactly what beneficial uses are being conveyed. This is usually expressed in terms of acre-feet and generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of “irrigation duty” [the number of acre-feet of water allowed per acre of irrigated land] and “sole supply/supplemental supply”[the amount of water allocated to each water right when more than one right is being used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or “ELUs” which are quantified at the rate of 0.028 acre feet per ELU for full-year use). Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- 4 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee’s name. If another procedure is to be followed, that should be noted on the “Other water related disclosures” line in Section 4 of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues. There is also space provided in this section for any other information that the Grantor believes may be relevant to the water rights being transferred or for any other water related issues.

**The Utah Division of Water Rights (often referred to as the State Engineer’s Office) is located at  
1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300  
Telephone: 801-538-7240 Web Address: [www.waterrights.utah.gov](http://www.waterrights.utah.gov)**



## **EXHIBIT C**

Form Permanent Change Application - Water Right No. 13-3457

# APPLICATION FOR PERMANENT CHANGE OF WATER

## STATE OF UTAH

Receipt by: \_\_\_\_\_

Fee Rec.: \_\_\_\_\_

Receipt # \_\_\_\_\_

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated, as amended.

\*WATER RIGHT NO. 13 - 3457

\*APPLICATION NO. a \_\_\_\_\_

Changes are proposed in (check those applicable)

☐ point of diversion

☐ place of use

☐ nature of use

☐ period of use

☐ storage

**1. OWNER INFORMATION**

County Tax ID \_\_\_\_\_

Name(s): See Attached Interest: \_\_\_\_\_ %

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_

**2. \*PRIORITY OF CHANGE:** \_\_\_\_\_ **\*FILING DATE:** \_\_\_\_\_

\*Is this change amendatory? (Yes/No): \_\_\_\_\_

**3. RIGHT EVIDENCED BY:** 13-3457

Prior Approved Change Applications for this right: \_\_\_\_\_

\*\*\*\*\*HERETOFORE\*\*\*\*\*

**4. QUANTITY OF WATER:** 83.0 cfs and/or \_\_\_\_\_ ac-ft.

**5. SOURCE:** Great Salt Lake

**6. COUNTY:** Box Elder

**7. POINT(S) OF DIVERSION:** (1) South 4067 feet and West 3855 feet from the SW Corner of Section 24, T6N, R6W, SLB&M - Pump Station 23; (2) North 3400 feet and East 1760 feet from the SW Corner of Section 21, T6N, R9W, SLB&M; (3) North 2640 feet and East 4950 feet from the SW Corner of Section 15, T6N, R10W, SLB&M - Channels & 3 solar ponds

Description of Diverting Works: \_\_\_\_\_

**8. POINT(S) OF REDIVERSION**

The water will be rediverted from \_\_\_\_\_ at a point: \_\_\_\_\_

Description of Diverting Works: \_\_\_\_\_

**9. POINT(S) OF RETURN**

The water will be returned to the natural stream/source at a point(s): See Attached Sheets

\*These items are to be completed by the Division of Water Rights

Permanent Change

10. NATURE AND PERIOD OF USE

Irrigation: From \_\_\_\_\_ to \_\_\_\_\_  
Stockwatering: From \_\_\_\_\_ to \_\_\_\_\_  
Domestic: From \_\_\_\_\_ to \_\_\_\_\_  
Municipal: From \_\_\_\_\_ to \_\_\_\_\_  
Mining: From \_\_\_\_\_ to \_\_\_\_\_  
Power: From \_\_\_\_\_ to \_\_\_\_\_  
Other: From January 1 to December 31

11. PURPOSE AND EXTENT OF USE

Irrigation: \_\_\_\_\_ acres. Sole supply of \_\_\_\_\_ acres.  
Stockwatering (number and kind): \_\_\_\_\_  
Domestic: \_\_\_\_\_ Families and/or \_\_\_\_\_ Persons.  
Municipal (name): \_\_\_\_\_  
Mining: \_\_\_\_\_ Mining District in the \_\_\_\_\_ Mine.  
Ores mined: \_\_\_\_\_  
Power Plant name: \_\_\_\_\_ Type: \_\_\_\_\_ Capacity: \_\_\_\_\_  
Other (describe): Mineral rinsing and removal for pumps and ponds and extracting of mineral salts.

12. PLACE OF USE

Legal description of place of use by 40 acre tract(s):  
See Attached Sheets

13. STORAGE

Reservoir Name: \_\_\_\_\_ Storage Period: from \_\_\_\_\_ to \_\_\_\_\_  
Capacity: \_\_\_\_\_ ac-ft. Inundated Area: \_\_\_\_\_ acres.  
Height of dam: \_\_\_\_\_ feet.  
Legal description of inundated area by 40 tract(s): \_\_\_\_\_

\*\*\*\*\*THE FOLLOWING CHANGES ARE PROPOSED\*\*\*\*\*

14. QUANTITY OF WATER: \_\_\_\_\_ cfs and/or 60,089.25685 ac-ft.

15. SOURCE: Great Salt Lake

Balance of the water will be abandoned: \_\_\_\_\_, or will be used as heretofore: \_\_\_\_\_

16. COUNTY: Box Elder

17. POINT(S) OF DIVERSION: (1) South 4067 feet and West 3855 feet from the SW Corner of Section 24, T6N, R6W, SLB&M - Pump Station 23; (2) South 196 feet and East 238 feet from the W4 Corner of Section 23, T6N, R9W, SLB&M; and (3) North 2640 feet and East 4950 feet from the SW Corner of Section 15, T6N, R10W, SLB&M - Channels & 3 solar ponds

Description of Diverting Works: \_\_\_\_\_

COMMON DESCRIPTION: The Great Salt Lake

18. POINT(S) OF REDIVERSION

The water will be rediverted from \_\_\_\_\_ at a point: \_\_\_\_\_

Description of Diverting Works: \_\_\_\_\_

19. POINT(S) OF RETURN

The water will be returned to the natural stream/source at a point(s): Same as heretofore

20. NATURE AND PERIOD OF USE

Irrigation:	From _____ to _____
Stockwatering:	From _____ to _____
Domestic:	From _____ to _____
Municipal:	From _____ to _____
Mining:	From _____ to _____
Power:	From _____ to _____
Other:	From <u>Jan. 1</u> to <u>Dec. 31</u>

21. PURPOSE AND EXTENT OF USE

Irrigation: \_\_\_\_\_ acres. Sole supply of \_\_\_\_\_ acres.  
Stockwatering (number and kind): \_\_\_\_\_  
Domestic: \_\_\_\_\_ Families and/or \_\_\_\_\_ Persons.  
Municipal (name): \_\_\_\_\_  
Mining: \_\_\_\_\_ Mining District at the \_\_\_\_\_ Mine.  
Ores mined: \_\_\_\_\_  
Power: Plant name: \_\_\_\_\_ Type: \_\_\_\_\_ Capacity: \_\_\_\_\_  
Other (describe): Mineral rinsing and removal for pumps and ponds and Great Salt Lake Enhancement  
See Attached Sheets

22. PLACE OF USE

Legal description of place of use by 40 acre tract(s): See Attached Sheets

23. STORAGE

Reservoir Name: \_\_\_\_\_ Storage Period: from \_\_\_\_\_ to \_\_\_\_\_  
Capacity: \_\_\_\_\_ ac-ft. Inundated Area: \_\_\_\_\_ acres.  
Height of dam: \_\_\_\_\_ feet.  
Legal description of inundated area by 40 tract(s): \_\_\_\_\_

24. EXPLANATORY

The following is set forth to define more clearly the full purpose of this application. Include any supplemental water rights used for the same purpose. (Use additional pages of the same size if necessary). See Attached Sheets

\*\*\*\*\*

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, including maps and other documents attached, at the time of filing, rests with the applicant(s).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

\*If applicant is a corporation or other organization, signature must be the name of such corporation or organization by its authorized agent, or in the name of the partnership by one of the partners.

\_\_\_\_\_  
Authorized Agent (please print)

\_\_\_\_\_  
Authorized Agent (signature)

**Attachment to Change Application Number \_\_\_\_\_**

**Item Number 1 – Owner Information**

Compass Minerals Ogden Inc.  
c/o Joe Havasi  
765 North 10500 West  
Ogden, UT 84404  
Interest – 100%

State of Utah Division of Forestry, Fire and State Lands  
1594 West North Temple, Suite 3520  
Salt Lake City, UT 84114-5703  
Interest – 0%

**Item Number 9 – Points of Return**

- 1 – South 13,977 feet and East 7,926 feet from the SE Corner of Section 3, T6N, R5W, SLB&M – Outfall Number 08
- 2 – South 349 feet and East 14,720 feet from the SE Corner of Section 3, T6N, R5W, SLB&M – Outfall Number 06
- 3 – North 64 feet and East 8,914 feet from the SE Corner of Section 3, T6N, R5W, SLB&M – Outfall Number 07
- 4 – North 1268 feet and West 424 feet from the SE Corner of Section 5, T6N, R9W, SLB&M
- 5 – South 1000 feet and West 147 feet from the E4 Corner of Section 5, T6N, R9W, SLB&M
- 6 – South 2824 feet and East 8492 feet from the SE Corner of Section 8, T7N, R10W, SLB&M

**Item Number 12 – Place of Use**

All of T6N, R3W, SLB&M  
All of T6N, R4W, SLB&M  
All of T6N, R5W, SLB&M  
All of T6N, R9W, SLB&M  
All of T6N, R10W, SLB&M  
All of T6N, R11W, SLB&M  
All of T7N, R3W, SLB&M  
All of T7N, R4W, SLB&M  
All of T7N, R9W, SLB&M  
All of T7N, R10W, SLB&M  
All of T7N, R11W, SLB&M  
All of T8N, R10W, SLB&M

Sections 1 & 12 of T9N, R11W, SLB&M and Sections 1, 12, 13, 24, 25 and 36 of T10N, R11W, SLB&M.

**Item Number 21 – Proposed Purpose and Extent of Use**

The water will be used for non-consumptive industrial purposes by Compass Minerals for mineral rinsing and removal from pumps and ponds.

The proposed use of water by the State of Utah Division of Forestry, Fire, and State Lands is for Great Salt Lake enhancement, which is the reasonable preservation or enhancement of the natural aquatic environment and propagation or maintenance of wildlife in Great Salt Lake, and the management of sovereign lands in Great Salt Lake to manage public trust assets and balance public interest benefits and policies related to Great Salt Lake.

**Item Number 22 – Proposed Place of Use**

The proposed place of use for Compass Minerals will be the same as heretofore. The proposed place of use for the State of Utah Division of Forestry, Fire and State Lands will be all areas below the meander line of the Great Salt Lake – see attached map.

**Item Number 24 – See Attached Explanatory**

## **EXPLANATORY**

(Water Right No. 13-3457)

Compass Minerals Ogden Inc. (“Compass Minerals” or the “Company”) submits the enclosed Change Application (the “Change Application”) on Water Right No. 13-3457 (the “Water Right”). The Water Right authorizes the diversion of water at a rate of 83 cubic feet per second (“cfs”) from the Great Salt Lake for industrial and other uses of mineral rinsing and removal for pumps and ponds and extracting mineral salts.

On September 1, 2024, Compass Minerals and the Utah Division of Forestry, Fire and State Lands (“FFSL”) entered into a Voluntary Agreement/Arrangement (the “Agreement”). When the Parties signed the Agreement, the Water Right authorized the diversion of water at a rate of 250 cfs. Pursuant to the Agreement, Compass Minerals segregated 167 cfs (approximately 121,000 acre-feet) from the Water Right and donated the new water right to FFSL. With respect to the 83 cfs remaining in the Water Right, and in an effort to ensure that more water remains in Great Salt Lake, Compass Minerals agreed to remove the consumptive uses for extracting mineral salts, leaving the non-consumptive uses of mineral rinsing and removal for pumps and ponds as the authorized other uses, and to file the Change Application under which any water not used by Compass Minerals will be used by FFSL on FFSL-managed sovereign lands in the Great Salt Lake for public interest purposes, the reasonable preservation or enhancement of the natural aquatic environment, and the propagation or maintenance of wildlife in Great Salt Lake.

To fulfill the terms of the Agreement, the Change Application: (1) adds FFSL-managed sovereign lands below the meander line of the Great Salt Lake as an additional place of use of the Water Right; (2) adds as authorized beneficial uses the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake, and the management of sovereign lands in the Great Salt Lake to manage public trust assets and balance public interest benefits and policies related to Great Salt Lake pursuant to FFSL’s statutory authorities; (3) changes one point of diversion to move it to a point better suited for the non-consumptive uses on the west side of Great Salt Lake; and (4) removes consumptive uses of extracting mineral salts as authorized beneficial uses of the Water Right (keeping the non-consumptive uses of mineral rinsing and removal for pumps and ponds in place).

The Change Application will ensure that the Water Right is only used for non-consumptive purposes—the Water Right will no longer contemplate the recovery of salts or another mineral or element from the water resource, by precipitation or otherwise. It will also ensure that any water not used by Compass Minerals will be used by FFSL for public interest purposes, the reasonable preservation or enhancement of the natural aquatic environment, and the propagation or maintenance of wildlife in Great Salt Lake. This agreed-upon arrangement is consistent with the policy of the state of Utah to protect and enhance Great Salt Lake.

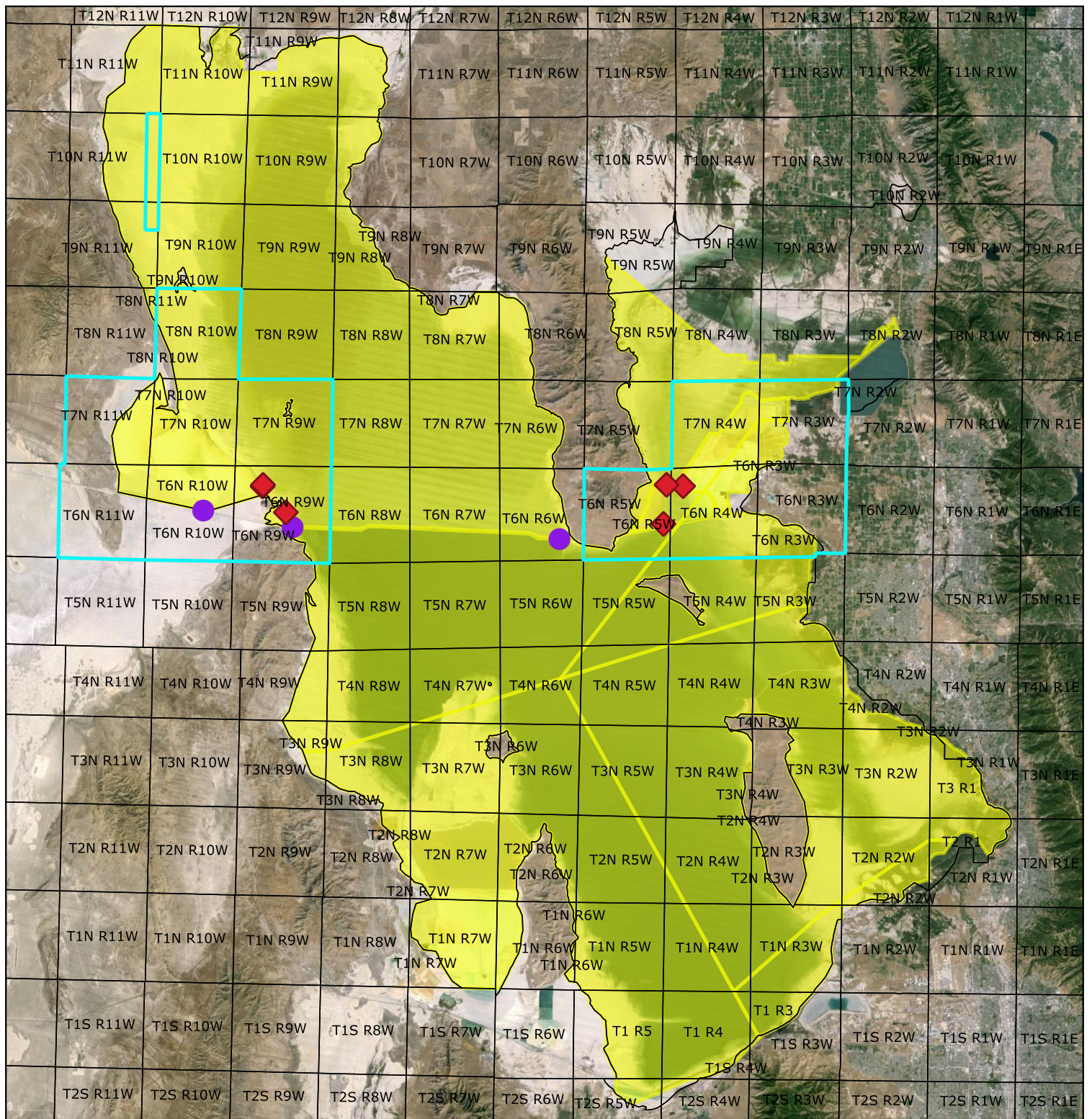
Compass Minerals acknowledges the need to physically measure its diversion and return flows for its use under the Water Right. Pursuant to the Agreement, Compass Minerals will develop a five-year rolling average mass-balance approach for demonstrating that it is not depleting more

total water than authorized under its Great Salt Lake water rights, as that term is defined in Utah Code 73-33-101. Compass Minerals will apply this mass-balance approach when it submits Proof of Beneficial Use under the Change Application, and when it submits its water use reports to the Division of Water Rights.

The Agreement is binding on both parties' successors and assigns, and it represents the Parties' long-term commitment to the protection and enhancement of Great Salt Lake. The Parties agree that the Change Application will only be valid so long as FFSL remains an interested party using water pursuant to the Agreement and the Change Application, and request that the State Engineer include this as a condition to the approval of the Change Application.

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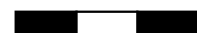




## Change Application Map

- Townships
- Compass Minerals Place of Use
- State of Utah Division of Forestry, Fire and State Lands Place of Use
- Points of Diversion
- ◆ Points of Return

0 3 6 9 mi



## **EXHIBIT D**

Form Record of Decision

## **RECORD OF DECISION**

**RECORD NUMBER: 24-XXXX**

### **DATE OF EXECUTION:**

**DIVISION ACTION:** This Record of Decision (“Decision”), effective as of \_\_\_\_\_ (“Effective Date”) withdraws the surface estate, subject to valid existing rights, approximately 65,000 acres of Great Salt Lake sovereign land from mineral leasing.

### **AFFECTED PARTIES AND ADJACENT LANDOWNERS:**

### **DESCRIPTION OF LANDS DIRECTLY AFFECTED:**

## **FINDINGS OF FACT**

1. The Division of Forestry, Fire and State Lands (the “Division”) and Compass Minerals Ogden Inc. (“Compass Minerals”) have entered into a Voluntary Agreement Regarding Water and Land Conservation on Great Salt Lake (“Voluntary Agreement”).
2. Compass Minerals is the lessee under ten (10) mineral lease agreements with the Division – Mineral Lease numbers 19024, 19059, 21708, 22782, 23023, 24631, 25859, 43388, 44607, and 200-00107 (the “Leases”), which cover approximately 140,330 acres of sovereign land.
3. Pursuant to H.B. 513, enacted during the 2023 General Session of the Utah Legislature, the Division was instructed to determine whether the entire surface areas described in Great Salt Lake mineral leases were being utilized by mineral extraction operators.
4. The Division conducted this analysis and determined approximately 65,000 acres of the surface areas described in Compass Minerals’ Leases were not being utilized.
5. Pursuant to the Voluntary Agreement dated \_\_\_\_\_, 2024 and the Amendment to Mineral Lease Agreements, effective as of \_\_\_\_\_, 2024, Compass Minerals permanently donated its entire leasehold interest in and to approximately 65,000 acres (the “Relinquished Acres”).
6. The Division has determined it is in the best interest of the beneficiaries to the public trust to permanently withdraw the Relinquished Acres from future mineral leasing and to manage the Relinquished Acres consistent with the Division’s management duties.

## **LEGAL AUTHORITY**

1. The Division is the executive management authority for sovereign lands and the State's mineral estates on lands other than school and institutional trust lands. Utah Code § 65A-1-4.
2. The Division manages Great Salt Lake sovereign land in a manner that recognizes the Division's duty to manage public trust assets and balances enumerated public interest benefits and policies. *See generally* Utah Code Title 65A, Chapter 10.
3. "Sovereign lands" means those lands lying below the ordinary high water mark of navigable bodies of water at the date of statehood and owned by the state by virtue of its sovereignty. *See* Utah Code Ann. § 65A-1-1.
4. Mineral leases of all lands owned by the State, except school and institutional trust lands, shall be made exclusively through the Division, pursuant to Division rules, with the consent of the state agency using or holding the land. *See* Utah Code § 65A-4-3.
5. Salts and other minerals in the waters of navigable lakes and streams are reserved to the State and may be sold by the Division only upon a royalty basis. *See* Utah Code § 65A-6-1; *see also* Utah Admin. Code R652-20-3100.
6. A contract for the recovery of salts or minerals from navigable waters shall be subject to the use of the waters for public purposes. *See* Utah Code § 65A-6-1(3)(b).
7. Salts or other minerals in the waters of Great Salt Lake are reserved to the State and shall be sold only upon a royalty basis and under the terms and provisions as specified in a royalty agreement. *See* Utah Admin. Code R652-20-3100.
8. Mineral leases grant the lessee the right to mine, extract, or remove salts from the surface of the lands covered thereby, together with the right to use so much of the surface as is necessary for purposes incidental to the extraction of salts and other minerals from brines of Great Salt Lake or the surface of the lands covered by the lease. *See* Utah Admin. Code R652-20-3200(4).
9. "Great Salt Lake Meander Line" ("Meander Line") means the official meander line, completed in 1966, of the Great Salt Lake unless otherwise established by court order or negotiated boundary settlement. Utah Code § 65A-17-101(7).
10. "Multiple Mineral Development Area" is defined in statute as an area involving the management of various surface and sub-surface resources so that they are used in the combination that will best meet present and future needs. Utah Code § 65A-17-101(12).



11. The Division is required to manage Great Salt Lake below the Meander Line as a Multiple Mineral Development Area to: (1) prevent waste; (2) ensure the greatest ultimate recovery of minerals and elements, (3) protect correlative rights of owners having rights to a common source of supply and the Division's duty to manage public trust assets, and (4) encourage new and emergent technologies to protect Great Salt Lake's overall ecological integrity while ensuring the greatest possible recovery for operators and the State. Utah Code § 65A-17-303.
12. Pursuant to Utah Code § 65A-6-5, the Division may, at any time, withdraw state lands from leasing.
13. State Lands are defined in Utah Code § 65A-1-1(7) as "all lands administered by the division," including Great Salt Lake sovereign lands.

### **CONCLUSIONS OF LAW**

Pursuant to its authority to withdraw lands from leasing provided by Utah Code § 65A-6-5, the Division hereby withdraws, subject to valid existing rights, the Relinquished Acres from mineral leasing. Withdrawal of the Relinquished Acres from mineral leasing pursuant to this Decision is an action separate and apart from the Division's authority to issue royalty agreements for the extraction of Great Salt Lake elements or minerals.

For purposes of this Decision, the phrase "mineral leasing" does not include, and thus this withdrawal does not preclude the Division from issuing, under its existing management duties, the following within the Relinquished Acres:

- 1) Surface use authorizations not related to mineral extraction or processing;
- 2) Easements and Rights of Entry and any renewals thereof, relating to mineral extraction operations located on Sovereign lands or lands above the Meander Line so long as those operations will not occupy the Relinquished Acres for the direct production of Great Salt Lake elements or minerals other than for incidental structures such as pumps and intake and outflow pipelines utilized to extract or transport brine under a valid royalty agreement, consistent with Utah Code § 65A-6-4; and
- 3) Subsurface authorizations (including subsurface mineral leases), consistent with the Multiple Mineral Development Area designation under Utah Code § 65A-17-303.

Except as expressly provided herein, this withdrawal does not affect the Legislature's designation of Great Salt Lake as a Multiple Mineral Development Area and the Division's obligation to manage it as such, pursuant to Utah Code § 65A-17-303.

### **ADMINISTRATIVE APPEAL**

An aggrieved party to a final action by the Director of the Division of Forestry, Fire & State Lands ("Division Director") may appeal that action to the Executive Director of the Department

of Natural Resources (“Executive Director”) within 20 days after the action. The Executive Director shall rule on the Division Director's action within 20 days after receipt of the appeal. Utah Code § 65A-1-4.

Under Admin. Code R652-9 *et. seq.*, parties having an interest in this action may file a petition for administrative review by the Executive Director. Pursuant to Utah Admin. Code R652-9-300, said petition must be in writing and shall contain:

1. The statute, rule, or policy with which the Division action is alleged to be inconsistent;
2. The nature of the inconsistency of the Division action with the statute, rule or policy;
3. The action the petitioner feels would be consistent under the circumstances with statute, rule or policy; and
4. The injury realized by the party that is specific to the party arising from Division action. If the injury identified by the petition is not specific to the petitioner as a result of the Division action, the [Executive] Director will decline to undertake consistency review.

Said petition must be received by the Division Director within twenty (20) calendar days from the date this Decision was received. Once the Division Director determines the petition is complete, he/she will submit the petition to the Executive Director for review. Utah Admin. Code R652-9-400. Additional filing procedures are contained in Utah Admin. Code R652-9-400.

When reviewing a timely and properly filed petition, the Executive Director may:

1. Decline to review the petition;
2. Schedule a hearing for consideration of the petition within twenty (20) days unless the petitioner and the Executive Director agree to a different schedule;
3. Conduct a review of the petition.
4. If the Executive Director reviews the petition and finds that the action of the Division was not reasonably consistent with applicable statutes and rules, then the Executive Director may cause an Order to be drafted stating whether the Division action shall be rescinded or modified; and, if the Division action is to be modified, the Executive Director shall state the character of the modification in a manner consistent with statutes, rules, or policy.

Utah Admin. Code R652-9-500.

## **EXHIBIT E**

Form Amendment to Mineral Lease Agreement

## **AMENDMENT TO MINERAL LEASE AGREEMENTS COMPASS MINERALS**

This Amendment to Mineral Lease Agreements (the “Amendment”) is made and entered into by and between COMPASS MINERALS OGDEN INC., a Delaware corporation with a Utah address of 765 N 10500 W, Ogden, UT 84404 (“Compass Minerals”) and the UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS, a division of the State of Utah Department of Natural Resources, with an address of 1594 West North Temple, Suite 3520, P.O. Box 146301, Salt Lake City, Utah 84116-6301 (“FFSL”) as of \_\_\_\_\_ (the “Effective Date”). Compass Minerals and FFSL may sometimes be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, Compass Minerals entered into lease agreements for the extraction of mineral salts from Great Salt Lake brines; and

**WHEREAS**, FFSL is the management authority for sovereign lands and manages Great Salt Lake sovereign land in a manner that recognizes FFSL’s duty to manage public trust assets and balances enumerated public interest benefits and policies (“FFSL’s Management Duties”). *See generally* Utah Code Title 65A, Chapter 10.

**WHEREAS**, Compass Minerals is the lessee under Mineral Lease (“ML”) Numbers 19024, 19059, 21708, 22782, 23023, 24631, 25859, 43388, 44607, and 200 00107 (the “Leases”). ML 19024, 19059, 21708, 22782, 25859, and 44607, as amended, are referred to herein as the “Retained Leases.”

**WHEREAS**, Compass Minerals desires to permanently donate its leasehold interest in and relinquish from certain of the Leases, for use pursuant to FFSL’s Management Duties on Great Salt Lake, approximately 65,000 acres as more particularly described herein.

**WHEREAS**, The Parties desire to formalize Compass Minerals’ donation and relinquishment of certain acreage covered by the Leases to FFSL in order to withdraw that land from any future mineral leasing and manage it to protect Great Salt Lake consistent with FFSL’s Management Duties. The Parties also desire to amend the term of the Leases.

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties and for other good and valuable consideration, the Parties agree as follows:

### **AMENDMENTS**

1. As of the Effective Date, the Parties agree the Leases are in full force and effect (except for the ML 200 00107, ML 24631, ML 23023, and ML 43388 which are



relinquished in their entirety) and the Parties hereby ratify and confirm the same. Except as expressly set forth in this Amendment, no other provisions in the Leases are revoked, modified or amended. To the extent the terms and provisions of this Amendment are in conflict with any of the terms or provisions of the Leases, the terms and provisions of this Amendment shall control.

2. The Parties agree that the current term for each of the Leases shall be replaced with an initial term of twenty (20) years, commencing on the Effective Date hereof (the “Initial Term”). Thereafter, the term of each of the Leases shall automatically renew for successive twenty (20) year terms (each an “Extended Term”), provided that Compass Minerals has fully performed all of its obligations under each renewing Lease and the Lease or Leases have not sooner been terminated or canceled in writing as provided for under the terms of the Leases. Compass Minerals may cancel the renewal of any Lease by providing written notice to FFSL at least ninety (90) days prior to the expiration of the Initial Term or any Extended Term. FFSL may cancel the renewal of any Lease by providing written notice to Compass Minerals at least ninety (90) days prior to the expiration of the Initial Term or any Extended Term (“FFSL Notice Date”), provided however, that FFSL’s right to cancel a Lease renewal term shall be limited to the existence, at the time of the FFSL Notice Date, of a material default or breach of the terms of the applicable Lease. For the avoidance of doubt, notwithstanding any language in this paragraph 2 to the contrary: (i) FFSL shall provide written notice to Compass Minerals identifying any such alleged material default or breach; and (ii) the Parties further agree that they will cooperate in good faith to allow Compass Minerals to timely resolve the matter regarding any such alleged material default or breach, and, if such commercially reasonable cooperation is continuing in good faith, then FFSL shall not prevent a renewal of an Extended Term. Nothing in this Amendment prevents the Parties from renegotiating the terms of the Leases upon issuance of a nonrenewal notice.

3. The amended legal descriptions for the lands subject to the Retained Leases is shown in Exhibits 1 through 6, attached hereto and by reference made a part hereof. Maps showing the areas of the Retained Leases subsequent to this Amendment together with acreage of the Retained Lease areas after this Amendment are as set forth for each individual Retained Lease as shown in Exhibits 1 through 6, attached hereto and by reference made a part hereof. The maps in Exhibits 1 through 6 (the “Maps”) and legal descriptions were prepared cooperatively by the Parties and are intended to provide a general description of the areas in the Retained Lease pursuant to this Amendment. The Parties agree that the Maps and legal descriptions provide a fair approximation of the Leased area. Further, the Parties reserve the right to prepare a survey with updated meets and bounds legal descriptions, which may supplement Exhibits 1 through 6 to this Amendment.

4. The amended legal descriptions subject to the Retained Leases after this Amendment shall include buffer space of 100 feet surrounding the area of Compass Minerals’ current operations as of the Effective Date of this Amendment, including, but not limited to, evaporation ponds, dikes, pumping stations, canals, pipelines, access roads, easements, or similar operations.

5. Notwithstanding any of the terms or provisions of the Leases, from and after the Effective Date, Compass Minerals shall have no further rights, title, interests, obligations, or liabilities with regard to the relinquished lease acreage other than obligations that accrued prior to the date of relinquishment, including any applicable reclamation obligations included in the Large Mine Permit Consolidation, Permit No. M/057/0002, submitted to the Utah Division of Oil, Gas and Mining on March 28, 2011.

6. The Parties agree ML 200 00107, ML 24631, ML 23023, and ML 43388 are permanently relinquished in their entirety. Compass Minerals has no further rights, title, interests, obligations or liabilities with regard to these leases.

7. This Amendment extends to and is binding upon the Parties and their respective successors and assigns.

8. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

9. Each of the Parties executing this Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective Party to the terms hereof.

*[Signature Pages Follow]*

COMPASS MINERALS OGDEN INC.,  
a Delaware Corporation

Date: \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Compass Minerals Ogden Inc., a Delaware corporation.

My Commission Expires: \_\_\_\_\_

**FFSL:**

UTAH DIVISION OF FORESTRY, FIRE  
& STATE LANDS

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF UTAH                    )  
  ) ss.

County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of Utah Division of  
Forestry, Fire & State Lands.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Approved as to Form:**

UTAH ATTORNEY GENERAL SEAN D.  
REYES

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

Name: \_\_\_\_\_

Utah Assistant Attorney General  
Counsel for Utah Division of Forestry, Fire  
and State Lands

Date: \_\_\_\_\_

**EXHIBIT 1**

**ML 19024-SV**

**14,221.76 acres to be relinquished; 6,604.8 acres to be retained.**

**Amended Legal Description:**

Reference Coordinate System: NAD 1983 (2011) State Plane Utah North (International Feet)  
(FIPS 4301, WKID 6318)

The following-described lands in Box Elder and Weber Counties, State of Utah, to wit:

**Description for the Lease Area on the West side of the Promontory Peninsula:**

Comprising one contiguous area being that which is covered by at least one of these three portions:

The first and main portion having this description:

Beginning at the point where the Great Salt Lake Meander Line intersects with the southern boundary of Section 25, Township 6 North, Range 6 West, Salt Lake Base and Meridian, such point being more or less N 86°43'42" W more or less 2,403 feet from the southeast corner of said Section 25; thence along the following three courses:

N 70°39'44" W 238.67 feet;

N 67°34'39" W 600.5 feet;

N 83°38'36" W 6,375.3 feet;

Thence N 5°27'13" W more or less 455.2 feet;

Thence along the following ten courses, roughly following 100 feet north of the centerline of an existing railroad grade:

N 87°50'39" W 6,420.8 feet;

N 83°57'6" W 421.0 feet;

N 76°32'39" W 423.3 feet;

N 70°22'13" W 477.9 feet;

N 62°58'59" W 506.6 feet;

N 57°39'18" W 899.1 feet;

N 62°9'36" W 629.1 feet;

N 69°51'46" W 473.4 feet;

N 76°47'3" W 519.8 feet;

N 83°59'37" W 382.5 feet;

Thence N 87°31'46" W 368.1 feet, to a point more or less N 80°12'01" W more or less 20,994.6 feet from said southeast corner of said Section 25; thence along the following five courses:

N 22°9'9" E 3,406.3 feet;

S 77°56'4" E 10,534.3 feet;

N 29°49'33" E 827.3 feet;

S 84°28'23" E 1,553.4 feet;

N 67°54'41" E 1,091.9 feet;

Thence N 75°42'38" E more or less 458.0 feet to a point on said Meander Line, said point being more or less N 66°54'44" W more or less 366 feet from the northwest corner of said Section 25; thence southeasterly along said Meander Line to the point of beginning.

Plus, a second portion comprising the area 125 feet on either side of a centerline, the centerline being along an existing canal (such that the area comprises more or less 100 feet on either side of the edges of the existing canal), said centerline having this description:

Beginning within previously described main portion, near the edge and a little south of the Union Pacific Railroad, said point being more or less S 44°29'25" W more or less 5,672.8 feet from the northwest corner of said Section 25; thence S 75°23'36" W 6,554.3 feet along the existing canal.

Plus, a third portion along additional existing canals:

Beginning at a point a little within the previously described main portion, at a sharp bend in an existing canal, being more or less S 83°30'34" W more or less 3,181.6 feet from the northwest corner of said Section 25; thence 125 feet to either side of a centerline following an existing canal and consisting of the following two courses:

N 0°10'37" W 3,421.5 feet;

N 26°2'37" W 6,218.8 feet;

Thence 250 feet to either side of a centerline following an existing canal and running S 58°44'47" W 12,068.2 feet.

Total Area: 1,570.71 acres, more or less.

**Description for the Lease Area on the East side of the Promontory Peninsula:**

Comprising an eastern and a western portion:

The western portion of which being described as:

Beginning on the Great Salt Lake Meander Line, at a point more or less N 72°7'47" E more or less 3,224 feet from the southwest corner of Section 2, Township 6 North, Range 5 West, Salt Lake Base and Meridian, thence along the following four courses (such courses lying more or less 100 feet outward from existing structures):

S 37°2'19" E 797.4 feet;

S 89°37'5" E 4,954.6 feet;

N 41°15'9" E 1,541.0 feet;

S 65°6'1" E 500.1 feet;

S 40°4'35" W 1,364.0;

Thence S 89°31'43" E 265.1 feet, more or less, to the boundary of another described portion of this same lease;

Thence S 0°51'16" W 251.7 feet along the boundary of said portion;

Thence along the following two courses:

S 50°44'44" W 525.9 feet;

S 88°17'41" W 709.2 feet;

Thence more or less S 0°26'17" W 10,321.9 feet, more or less, to the northeast corner of ML 19059; thence N 89°11'41" W 12,244.7 feet along the northern boundary of said lease to a point on said Meander Line, said point being N 89°41'30" E more or less 1,206.8 feet from the northwest corner of Section 22, Township 6 North, Range 5 West;

Thence northerly along said Meander Line to the Point of Beginning.

Plus, the eastern portion, being described as:

Beginning at a point roughly 100 feet northerly in a perpendicular direction from the centerline of an existing railroad grade, said point being S 47°58'58" E 19,957.84 feet, more or less, from the southwest corner of Section 2, Township 6 North, Range 5 West;

Thence N 20°52'51" W 13,936.0 feet;

Thence N 58°32'35" W 590.9 feet, more or less, to the boundary of the western portion of this same lease;

Thence N 0°51'16" E 251.7 feet along the boundary of said western portion;

Thence N 64°27'30" E 473.8 feet;

Thence S 89°19'33" E 3,762.2 feet;

Thence N 18°11'50" E 2,586.5 feet, more or less, to the boundary of ML 21708;

Thence the following four courses along the boundary of said lease:

S 89°13'11" E 3,556.8 feet;

S 0°31'51" W 10,547.8 feet;

S 88°56'56" E 2,606.6 feet;

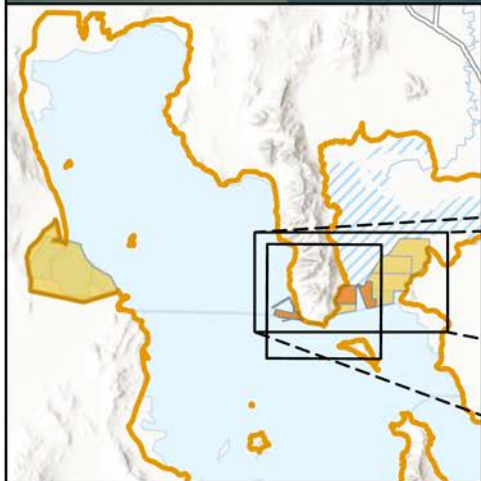
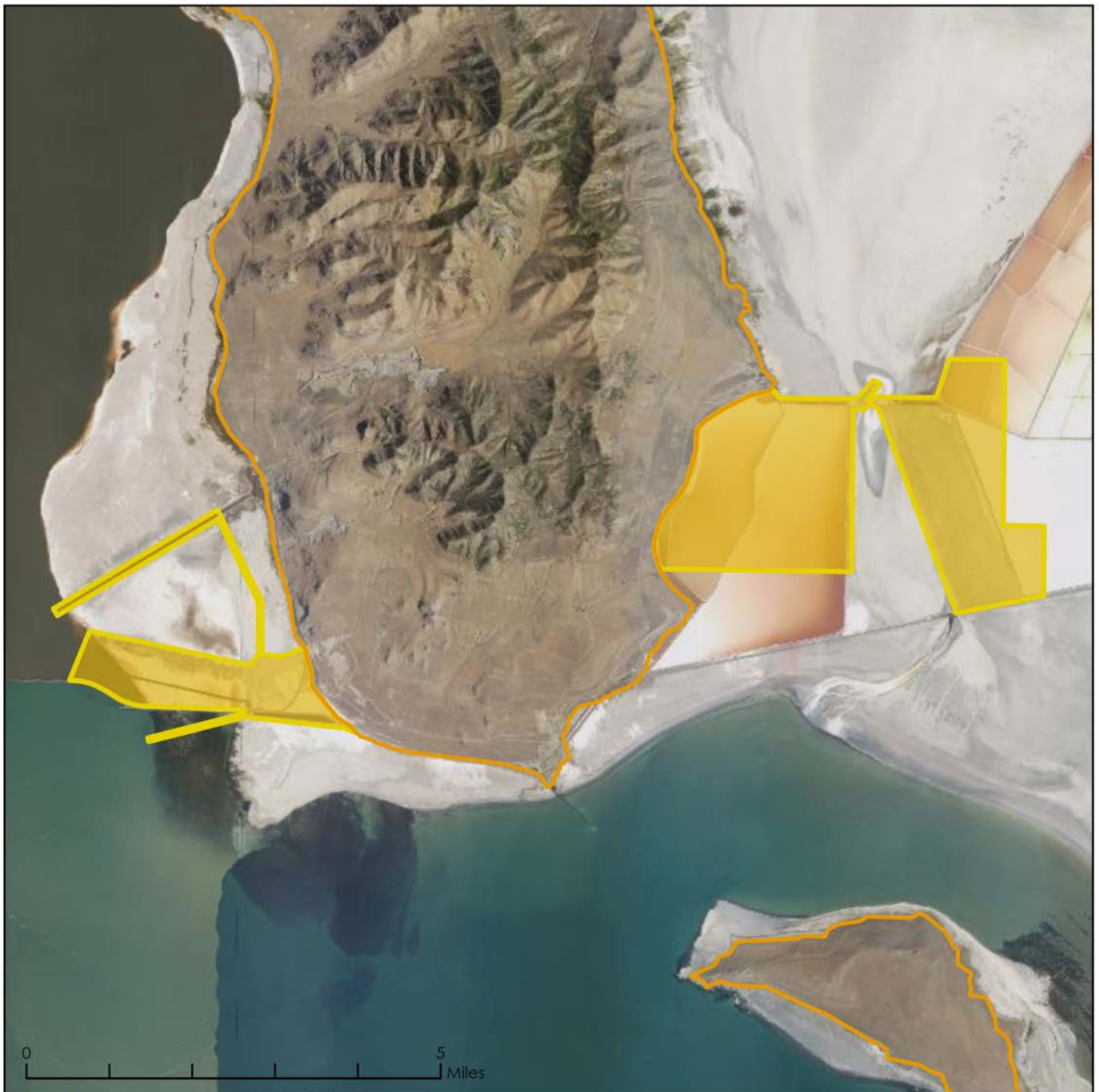
S 0°17'0" W 4,448.1 feet;

Thence S 78°46'16" W 5,681.26 feet, more or less, following more or less along and more or less 100 feet northerly of the centerline of an existing railroad grade, to the point of beginning.

Total Area: 5,034.09 acres, more or less.

Total Combined Area for Both Sides of Promontory Peninsula: 6,604.80 acres, more or less.







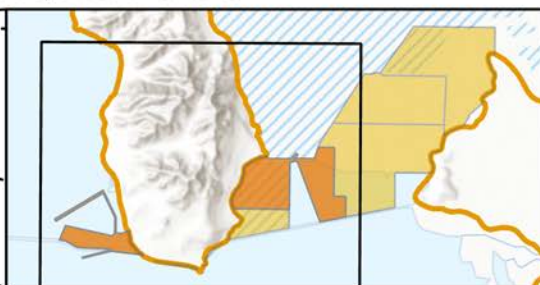
## Sovereign Lands Mineral Lease Map

Permit No. 200-00141

Legacy ID ML 19024

6604.80 acres, more or less

-  Great Salt Lake Meander Line
-  Mineral Lease Area



**EXHIBIT 2**

**ML 19059**

**1,144.39 acres to be relinquished; 1,419.40 acres to be retained.**

**Amended Legal Description:**

Reference Coordinate System: NAD 1983 (2011) State Plane Utah North (International Feet)  
(FIPS 4301, WKID 6318)

The following-described lands in Box Elder and Weber Counties, State of Utah, to wit:

Comprising all lands falling within the area encompassed by at least one of these two portions:

The first of which being described as:

All portions of Sovereign Land that are also within 150 feet on either side of an existing canal. Said canal begins more or less N 89°21'38" E more or less 1,072.1 feet from the northwest corner of Section 33, Township 6 North, Range 5 West, Salt Lake Base and Meridian, thence said existing canal being approximately described with the following courses:

N 36°54'19" E 200.0 feet;

N 37°24'8" E 1,959.5 feet;

N 39°52'28" E 462.3 feet;

N 44°34'9" E 200.4 feet;

N 49°39'30" E 102.0 feet;

N 59°41'20" E 80.2 feet;

N 63°58'6" E 1,679.5 feet;

N 44°3'39" E 71.8 feet;

N 15°56'43" E 60.6 feet;

N 1°41'5" E 56.6 feet;

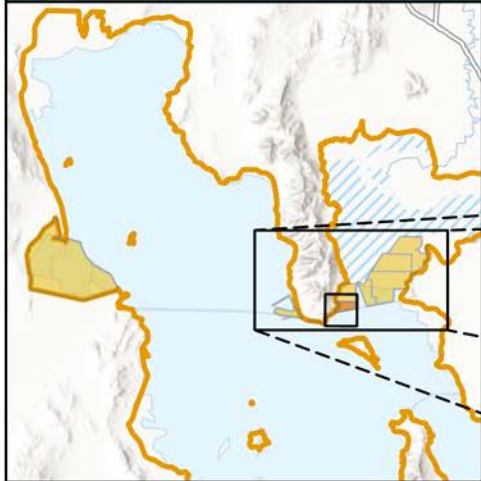
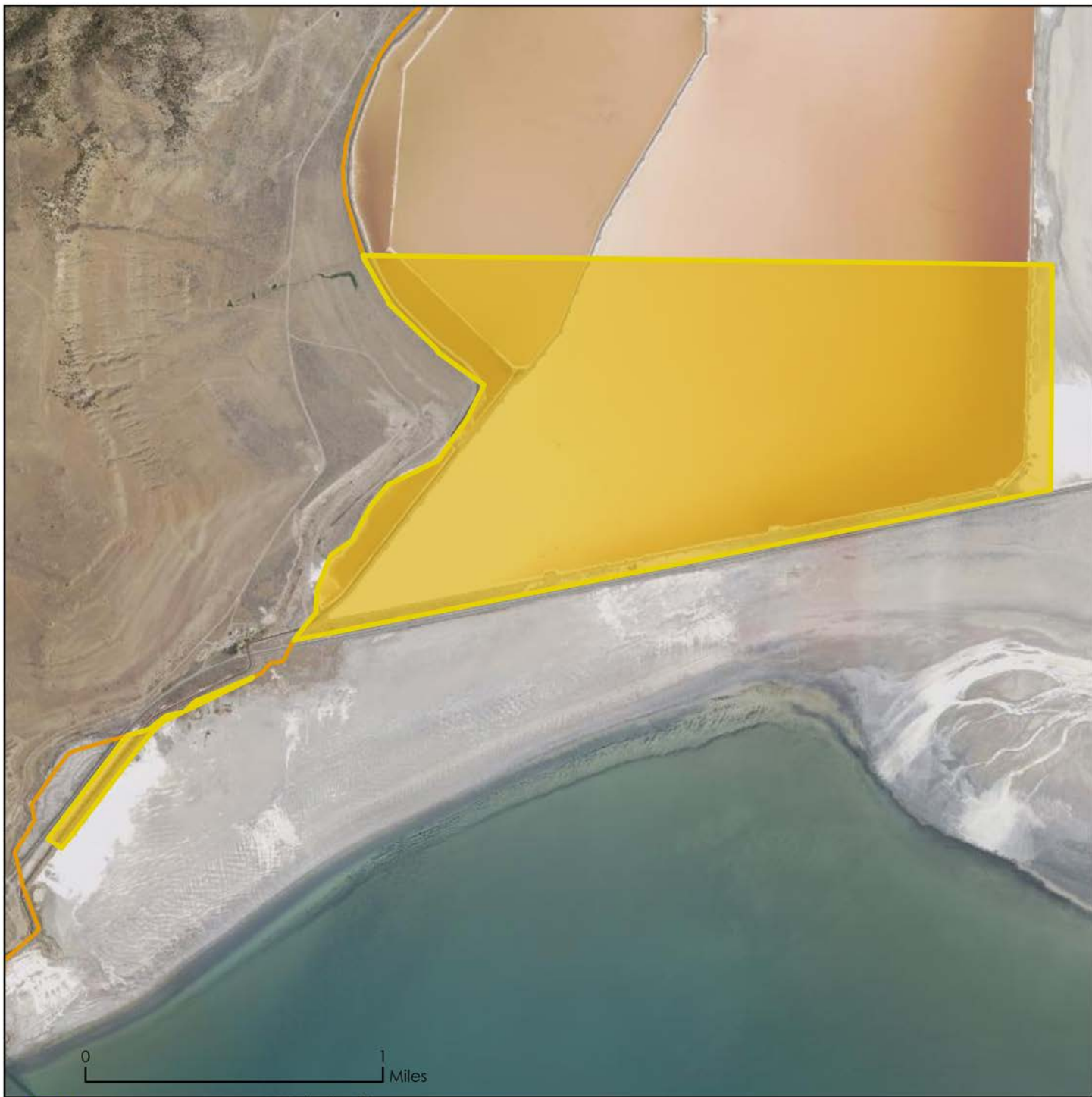
Thence the canal runs more or less N 13°37'37" W 142.4 feet, this point on the existing canal lying more or less S 23°44'04" W more or less 1,935 feet from the northeast corner of Section 28, Township 6 North, Range 5 West.

Plus, the second portion described as:

Beginning at a point on said Meander Line, such point being N 89°41'30" E more or less 1,206.8

feet from the northwest corner of Section 22, Township 6 North, Range 5 West; thence S  $89^{\circ}11'41''$  E 12,244.7 feet; thence S  $0^{\circ}26'15''$  W more or less 3,986.85 feet; thence S  $78^{\circ}45'39''$  W 13,700.78, more or less, following more or less 100 feet north of the centerline of an existing railroad grade, to a point on said Meander Line (at a point more or less S  $1^{\circ}01'10''$  E 1,523.33 from the northwest corner of Section 27, Township 6 North, Range 5 West); thence northerly along said Meander Line to the point of beginning.

Total Area: 1,419.40 acres, more or less.



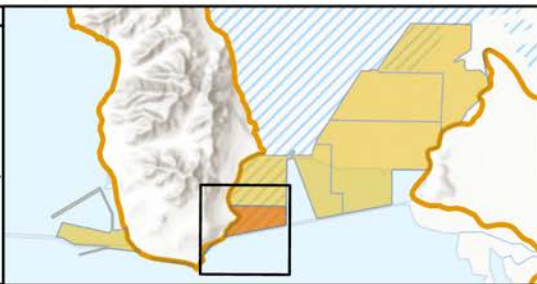
## Sovereign Lands Mineral Lease Map

Permit No. 200-00142

Legacy ID ML 19059

1419.40 acres, more or less

-  Mineral Lease Area
-  Great Salt Lake Meander Line



**EXHIBIT 3**

**ML 21708-SV**

**12,677.85 acres to be relinquished; 8,182.44 acres to be retained.**

**Amended Legal Description:**

The following-described lands in Box Elder and Weber Counties, State of Utah, to wit:

Reference Coordinate System: NAD 1983 (2011) State Plane Utah North (International Feet)  
(FIPS 4301, WKID 6318)

Comprising two distinct portions:

The western portion, comprising multiple non-contiguous areas, and also being separate and distant from the eastern portion; said western portion being described as:

All portions of Sovereign Land that are also within 150 feet on either side of an existing canal. Said canal begins more or less N 89°21'38" E more or less 1,072.1 feet from the northwest corner of Section 33, Township 6 North, Range 5 West, Salt Lake Base and Meridian, thence said existing canal being approximately described with the following courses:

S 36°54'19" W 844.8 feet;

S 33°19'16" W 88.1 feet;

S 28°10'43" W 65.0 feet;

S 13°8'2" W 42.0 feet;

S 3°16'14" W 47.8 feet;

S 8°13'36" E 57.2 feet;

S 17°26'6" E 86.5 feet;

S 21°38'10" E 351.4 feet;

S 19°51'19" E 52.2 feet;

S 12°52'30" E 49.0 feet;

S 8°14'8" E 52.4 feet;

S 5°42'38" W 48.0 feet;

S 14°24'0" W 52.1 feet;



S 26°33'54" W 57.9 feet;  
S 40°1'49" W 44.5 feet;  
S 42°46'1" W 101.0 feet;  
S 52°49'19" W 121.0 feet;  
S 57°4'4" W 71.5 feet;  
S 61°13'38" W 403.7 feet;  
S 61°28'35" W 1,222.3 feet;  
S 63°0'48" W 172.8 feet;  
S 70°19'34" W 38.6 feet;  
S 89°9'27" W 46.4 feet;  
N 79°22'49" W 66.6 feet;  
N 71°1'36" W 598.1 feet;  
N 72°23'39" W 419.2 feet;  
N 74°19'34" W 741.4 feet;  
N 74°13'58" W 94.1 feet;  
N 79°39'40" W 160.3 feet;  
N 80°1'2" W 1,118.6 feet;  
N 83°19'23" W 1,891.0 feet;  
N 79°32'50" W 832.1 feet;  
N 79°27'55" W 1,474.0 feet;  
N 79°22'49" W 953.9 feet;

Thence the canal centerline runs more or less N 75°26'4" W 1,117.6 feet, this point on the canal centerline being more or less S 14°22'49" W more or less 753 feet from the northwest corner of Section 31, Township 6 North, Range 5 West.

Plus, the eastern portion, comprising a single contiguous area, and being described as:

Beginning at a point on said Meander Line, said point being N 0°47'40" W 2,591.5 feet, more or

less, from the southeast corner of Section 1, Township 6 North, Range 4 West;

Thence N 1°16'50" W 2,623.1 feet along the boundary of ML 25859;

Thence N 89°30'31" W 24,197.8 feet along the boundary of ML 22782;

Thence S 32°52'50" W 5,147.3 feet;

Thence S 18°53'41" W 958.9 feet, more or less, to the corner of ML 19024;

Thence along the boundary of said lease for the following four courses:

S 89°13'11" E 3,556.8 feet;

S 0°31'51" W 10,547.8 feet;

S 88°56'56" E 2,606.6 feet;

S 0°17'2" W 4,448.1 feet;

Thence N 78°45'26" E 10,896.57 feet, following more or less 100 feet north of the centerline of an existing railroad grade;

Thence along the following three courses:

N 0°20'58" W 7,266.4 feet;

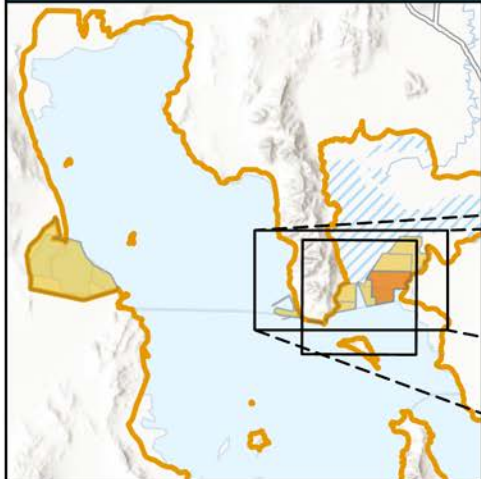
N 35°05'44" E 331.2 feet;

N 89°43'17" E 7,834.9 feet;

To a point on the Great Salt Lake Meander Line, said point being S 89°36'26" W 2,647.9 feet, more or less, from the northeast corner of Section 13, Township 6 North, Range 4 West;

Thence northerly along said Meander Line, to the Point of Beginning.

Total Area: 8,182.44 acres, more or less.





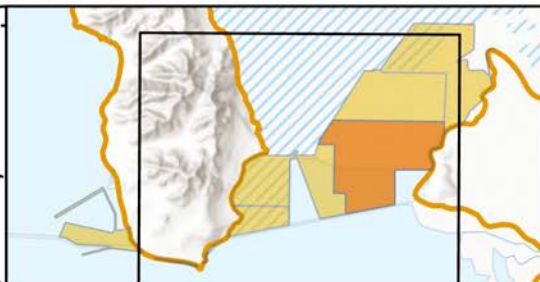
## Sovereign Lands Mineral Lease Map

Permit No. 200-00143

Legacy ID ML 21708

8182.44 acres, more or less

-  Mineral Lease Area
-  Great Salt Lake Meander Line





**EXHIBIT 4**

**ML 22782-SV**

**2,450.06 acres to be relinquished; 5,129.94 acres to be retained.**

**Amended Legal Description:**

Reference Coordinate System: NAD 1983 (2011) State Plane Utah North (International Feet)  
(FIPS 4301, WKID 6318)

Beginning where a corner of ML 21708 meets the edge of ML 25859, said point being more or less N 0°47'40" W 2,591.5 feet, and N 1°16'50" W 2,623.1 feet, from the southeast corner of Section 1, Township 6 North, Range 4 West, Salt Lake Base and Meridian;

Thence the following three courses along the edge of ML 25859:

N 2°21'26" E 10,528.8 feet;

N 89°27'28" W 13,700.1 feet;

N 59°44'24" W 1,069.8 feet (only partially along the edge of ML 25859);

Thence the following three courses:

S 87°52'22" W 1,311.0 feet;

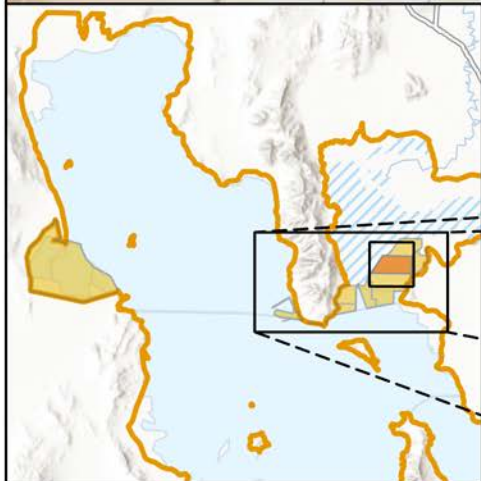
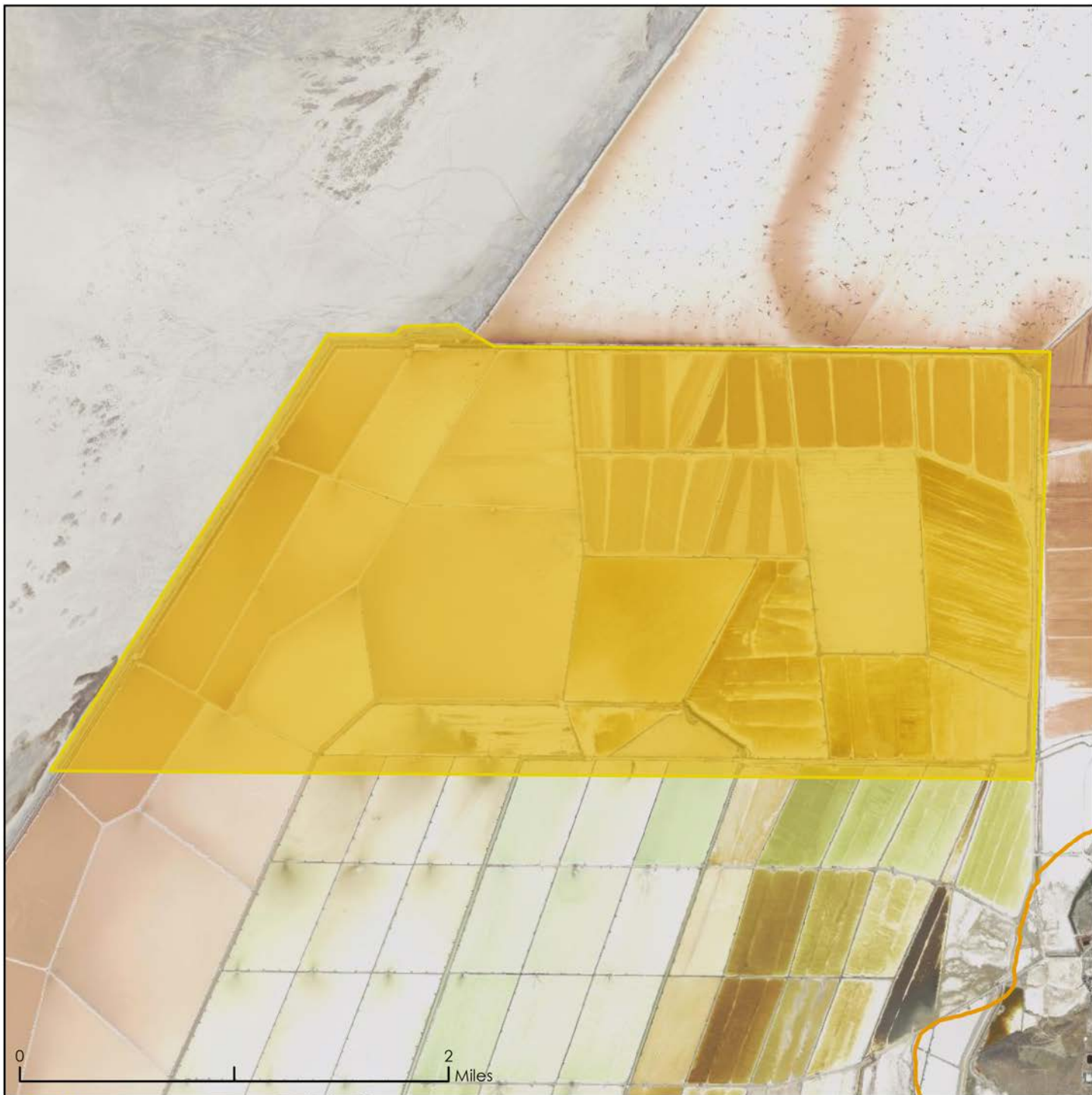
S 46°6'28" W 303.3 feet;

N 89°31'21" W 1,640.6 feet;

Thence S 32°29'29" W 12,728.2 feet, more or less, to the boundary corner of ML 21708;

Thence along the northern boundary of ML 21708, S 89°30'31" E 24,197.8 feet to the point of beginning.

Total Area: 5,129.94 acres, more or less.





## Sovereign Lands Mineral Lease Map

Permit No. 200-00145

Legacy ID ML 22782

5129.94 acres, more or less

-  Great Salt Lake Meander Line
-  Mineral Lease Area



**EXHIBIT 5**

**ML 25859**

**3,423.44 acres to be relinquished in 2024; 7,160.06 acres to be retained (1,150.13 acres to be relinquished by 2027 via separate instrument)**

**Amended Legal Description:**

Unsurveyed lands in Weber and Box Elder Counties, Utah, more particularly described as follows:

Reference Coordinate System: NAD 1983 (2011) State Plane Utah North (International Feet)  
(FIPS 4301, WKID 6318)

Beginning at a point on said Meander Line, said point being N 0°47'40" W 2,591.5 feet, more or less, from the southeast corner of Section 1, Township 6 North, Range 4 West;

Thence N 1°16'50" W 2,623.1 feet along the boundary of ML 21708;

Thence the following three courses along the boundary of ML 22782:

N 2°21'26" E 10,528.8 feet;

N 89°27'28" W 13,700.1 feet;

N 59°44'24" W 844.6 feet;

Thence the following two courses, following more or less 100 feet outside of existing infrastructure:

N 35°31'40" E 12,556.6 feet;

S 89°32'31" E 13,136.1 feet;

Thence East more or less 4,489 feet;

Thence South more or less 5,676 feet;

To a point on said Meander Line, which point is also along the northerly extension of the boundary line between Sections 20 and 21, Township 7 North, Range 3 West (said point has also been described as the northwest corner of said Section 21), said point lying roughly N 0°28'18" E 5,241.3 feet from the southwest corner of said Section 21;

Thence southwesterly along said Meander Line to the Point of Beginning.

Less and excepting an area being:

Beginning at a point on said Meander Line, said point being more or less N 39°24'23" E more or less 6,223.8 feet from said southeast corner of said Section 1;

Thence N  $31^{\circ}43'10''$  E 2,622.48 feet;

Thence N  $16^{\circ}48'23''$  W 289.97 feet;

Thence N  $48^{\circ}42'40''$  E 4,328.62 feet, more or less, to a point on said Meander Line;

Thence southerly along said Meander Line to the point of beginning.

Total Area: 7,160.06 acres, more or less





## Sovereign Lands Mineral Lease Map

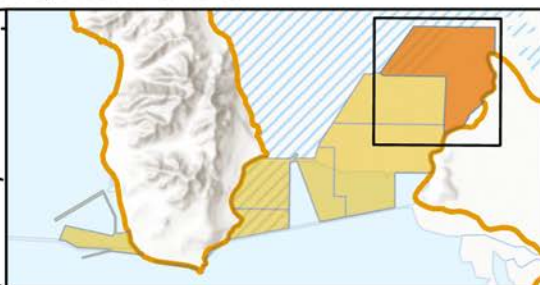
Permit No. 200-00151 (2024-2027)

Legacy ID ML 25859

7160.06 acres, more or less

 Great Salt Lake Meander Line

 Mineral Lease Area



**EXHIBIT 6**

**ML 44607-SV**

**3,439.23 acres to be relinquished; 34,390.59 acres to be retained.**

**Amended Legal Description:**

The following-described lands in Box Elder County, State of Utah, to wit:

Reference Coordinate System: NAD 1983 (2011) State Plane Utah North (International Feet)  
(FIPS 4301, WKID 6318)

Beginning at a point on the Great Salt Lake Meander Line, lying more or less N 10°17'25" E more or less 4,229 feet from the southwest corner of Section 9, Township 6 North, Range 9 West, Salt Lake Base and Meridian, and at essentially the northern tip of that small area of rocky upland known as Strongs Knob, thence along the following six courses (such courses lying a little over 100 feet lakeward of an existing levee):

N 60°43'53" E 226.8 feet;

N 29°6'22" W 10,166.8 feet;

N 62°9'46" W 11,190.4 feet;

N 43°21'28" W 7,202.0 feet;

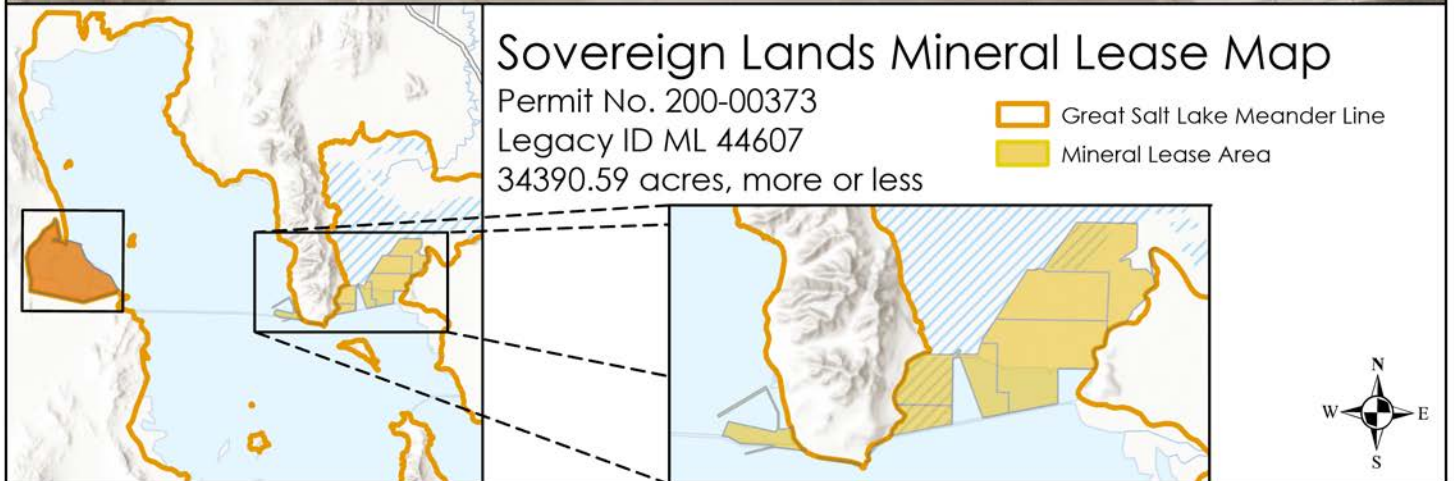
N 24°18'17" W 8,282.9 feet;

N 35°25'43" E 1,275.7 feet;

Thence N 74°1'58" W 10,039.5 feet, more or less, to said Meander Line (at a point lying more or less N 81°29'9" E more or less 3,105.4 feet from the southwest corner of Section 8, Township 7 North, Range 10 West);

Thence southerly (counter-clockwise) along the boundary of said Meander Line, to the point of beginning.

Total Area: 34,390.59 acres, more or less.



## **EXHIBIT F**

Form Amendment to ML 25859



## **AMENDMENT TO ML 25859**

This Amendment to Mineral Lease 25859 is made and entered into by and between COMPASS MINERALS OGDEN INC., a Delaware corporation with a Utah address of 765 N 10500 W, Ogden, UT 84404 (“Compass Minerals”) and the UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS, a division of the State of Utah Department of Natural Resources, with an address of 1594 West North Temple, Suite 3520, P.O. Box 146301, Salt Lake City, Utah 84116-6301 (“FFSL”) as of \_\_\_\_\_, 202\_ (the “Effective Date”). Compass Minerals and FFSL may sometimes be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, in September 2024, Compass Minerals agreed to donate its leasehold interest in and relinquish from certain mineral leases, for use pursuant to FFSL’s Management Duties on Great Salt Lake, approximately 65,000 acres.

**WHEREAS**, certain leased acreage adjacent to the Willard Canal and included in Mineral Lease 25859 (the “Willard Canal Land”), was intended to be relinquished as part of the approximate 65,000 acres, but was part of a Wetlands Impact Mitigation Agreement dated on or about April 12, 1995 by and among Great Salt Lake Minerals Corp. (Compass Minerals’ predecessor in interest) and DWR (the “Mitigation Agreement”). Given that the Mitigation Agreement may include consent to assignment or other stipulations, the Parties agreed that the Willard Canal Land would be relinquished by Compass Minerals to FFSL no later than sixty (60) days after the expiration of the Mitigation Agreement or earlier if approvals are obtained from interested parties, including DWR and the U.S. Army Corps of Engineers.

**NOW, THEREFORE**, in consideration and the mutual promises of the Parties and other good and valuable consideration, the Parties agree as follows:

1. The amount of leased acreage in ML 25859 shall be amended as provided in Exhibit 1.
2. This Amendment extends to and is binding upon the Parties and their respective successors and assigns.
3. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.
4. Each of the Parties executing this Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective Party to the terms hereof.

**COMPASS MINERALS:**

COMPASS MINERALS OGDEN INC.,  
a Delaware Corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF UTAH                    )  
  ) ss.  
County of \_\_\_\_\_)

      This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of Compass Minerals  
Ogden Inc., a Delaware corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**FFSL:**

UTAH DIVISION OF FORESTRY, FIRE  
& STATE LANDS

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF UTAH                    )  
  ) ss.  
County of \_\_\_\_\_)

      This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of Utah Division of  
Forestry, Fire & State Lands.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Approved as to Form:**

UTAH ATTORNEY GENERAL SEAN D.  
REYES

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

Name: \_\_\_\_\_

Utah Assistant Attorney General  
Counsel for Utah Division of Forestry, Fire  
and State Lands

Date: \_\_\_\_\_

**EXHIBIT 1**

**ML 25859**

**1,150.13 acres to be relinquished; 6,009.93 acres to be retained.**

**Amended Legal Description:**

Unsurveyed lands in Weber and Box Elder Counties, Utah, more particularly described as follows:

Reference Coordinate System: NAD 1983 (2011) State Plane Utah North (International Feet)  
(FIPS 4301, WKID 6318)

Beginning at a point on said Meander Line, said point being N 0°47'40" W 2,591.5 feet, more or less, from the southeast corner of Section 1, Township 6 North, Range 4 West;

Thence N 1°16'50" W 2,623.1 feet along the boundary of ML 21708;

Thence the following three courses along the boundary of ML 22782:

N 2°21'26" E 10,528.8 feet;

N 89°27'28" W 13,700.1 feet;

N 59°44'24" W 844.6 feet;

Thence the following fourteen courses, following more or less 100 feet outside of existing infrastructure:

N 35°31'40" E 12,556.6 feet;

S 89°32'31" E 13,136.1 feet;

S 0°45'13" W 5,465.5 feet;

S 55°22'51" W 4,303.5 feet;

S 19°25'40" W 554.5 feet;

N 63°29'44" E 1,638.1 feet;

S 88°19'45" E 890.1 feet;

S 3°10'0" E 1,714.6 feet;

S 34°42'56" E 757.3 feet;

N 86°49'30" E 2,901.3 feet;

S 43°47'35" E 2,267.15 feet (crossing an existing canal);

S 8°30'12" E 1,699.0 feet;

S 24°55'28" W 430.1 feet;

S 44°57'31" W 1,373.5 feet;

To a point on said Meander Line (said point being more or less S 16°48'23" E 2,808.3 feet from the southeast corner of Section 29, Township 7 North, Range 3 West);

Thence southwesterly along said Meander Line to the Point of Beginning;

And also including all area within 100 feet to either side of the centerline of an existing canal, said centerline being more or less described as:

Beginning at the end of an existing easement centerline (which follows said canal easterly from this point), which is the point where said centerline reaches the northerly extension of the boundary line between Sections 20 and 21, Township 7 North, Range 3 West (said point has also been described as the northwest corner of said Section 21), said point lying roughly N 0°28'18" E 5,241.3 feet from the southwest corner of said Section 21;

Thence along the following eight courses:

N 89°19'7" W 893.9 feet;

S 76°3'48" W 141.3 feet;

S 61°27'41" W 115.7 feet;

S 48°9'18" W 717.2 feet;

S 40°31'58" W 132.8 feet;

S 22°48'35" W 169.8 feet;

S 6°0'32" W 111.8 feet;

S 8°32'55" E 5,307.7 feet.

Less and excepting an area being:

Beginning at a point on said Meander Line, said point being more or less N 39°24'23" E more or less 6,223.8 feet from said southeast corner of said Section 1;

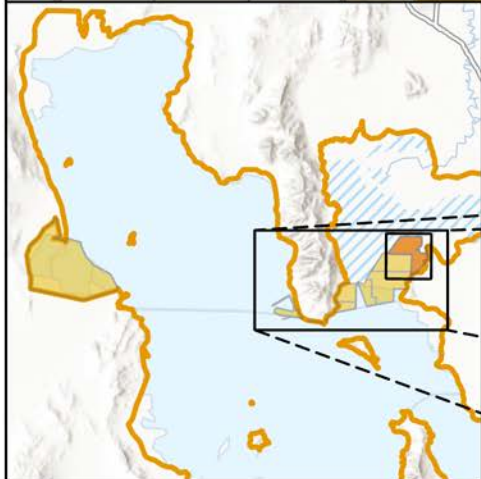
Thence N 31°43'10" E 2,622.48 feet;

Thence N 16°48'23" W 289.97 feet;

Thence N 48°42'40" E 4,328.62 feet, more or less, to a point on said Meander Line;

Thence southerly along said Meander Line to the point of beginning.

Total Area: 6,009.93 acres, more or less.





## Sovereign Lands Mineral Lease Map

Permit No. 200-00151

Legacy ID ML 25859

6009.93 acres, more or less

-  Great Salt Lake Meander Line
-  Mineral Lease Area

