

VOLUNTARY AGREEMENT REGARDING WATER CONSERVATION ON GREAT SALT LAKE

This VOLUNTARY AGREEMENT REGARDING WATER CONSERVATION ON GREAT SALT LAKE (this “Agreement”) is made and entered into this 31st day of December 2024 (the “Effective Date”), by and between EARTH’S ELEMENTS INC., a Utah corporation with a Utah address of 5283 West 5725 South, Hooper, UT 84315 (“Earth’s Elements”) 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”). Earth’s Elements and FFSL may sometimes be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Pursuant to a lease with FFSL, Earth’s Elements has processed brines on Great Salt Lake since 2009. Brine from Great Salt Lake is pumped into an upland pond where the sun and wind naturally evaporate the water to produce concentrated brines. Earth’s Elements’ products are used as food grade supplements. Given the critical importance of Great Salt Lake to Earth’s Elements’ operations, Earth’s Elements 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. Earth’s Elements owns perfected Water Right Nos. 13-3846 and 13-3884 (the “Progressive Water Rights”) which collectively authorize Earth’s Elements to divert 11.7 acre-feet of water from Great Salt Lake. Earth’s Elements uses water under the Progressive Water Rights for the extraction of mineral salts, with fully consumptive historic uses, including at its evaporation ponds.

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

F. When the elevation of the South Arm of Great Salt Lake is below the target range of 4,198 feet in elevation, Earth’s Elements 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.”

G. 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.

H. 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 Earth’s Elements’ delivery of the In-Stream Flow Water to FFSL 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. Earth’s Elements, 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. Earth’s Elements 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. Earth’s Elements 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 Earth's Elements 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, Earth's Elements 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"). 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 Earth's Elements in accordance with Section II.2 of this Agreement.

c. In the calendar year following the measurement taken pursuant to Section I.2.a. of this Agreement, Earth's Elements 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 (up to 11.7 acre feet).
- ii. *South Arm Elevation of 4,197.99 to 4,195.00 feet:* May divert up to 9.71 acre-feet (approximately 83%).
- iii. *South Arm Elevation of 4,194.99 to 4,193.00 feet:* May divert up to 5.85 acre-feet (approximately 50%).
- iv. *South Arm Elevation of 4,192.99 to 4,190.01 feet:* May divert up to 3.51 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 4,194.90 feet, Earth's Elements will limit its diversions in 2026 to no more than 5.85 acre-feet and the remaining 5.85 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, Earth's Elements 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. Earth's Elements is committed to efficiently and sustainably using water made available from the Progressive Water Rights. At times, Earth's Elements 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 Earth's Elements 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 Earth's Elements and/or FFSL in any given calendar year following execution of this Agreement. This Section I in no way affects Earth's Elements' 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. Earth's Elements 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 Earth's

Elements to file a Proof of Beneficial Use on the Progressive Water Permanent Change Application at Earth's Elements' request.

II. Miscellaneous Provisions

1. Earth's Elements' Representations and Warranties. Earth's Elements 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. Earth's Elements is the sole legal owner of the Progressive 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 Earth's Elements, as that term is defined in Utah Code Section 73-33-101.

c. This Agreement, and any other agreements and instruments contemplated hereby, constitute legal, valid, and binding obligations of Earth's Elements, 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 Earth's Elements.

e. There are no liens, claims, assessments, other encumbrances, leases, contracts or other rights of any nature affecting the ownership, use of, or title to the Progressive Water Rights.

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

g. The Progressive 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 has been beneficially used so as to prevent forfeiture and abandonment of the Progressive Water Rights or any lack of use associated with the Progressive Water Rights is excused under Utah Code Section 73-1-4(2)(b) or (e), and the Progressive Water Rights, in whole or in part, are not subject to forfeiture or abandonment.

2. 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:

Earth's Elements, Inc.
Craig Miles
5283 West 5725 South
Hooper, UT 84315

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

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

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

5. 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.

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

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

8. 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.

9. 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.

10. 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 on Great Salt Lake as of the Effective Date.

Signatures appear on the following page(s)

EARTH'S ELEMENTS, INC.


By: 
Ryan Fisher (Dec 31, 2024 11:54 MST)
Name: Ryan Fisher
Its: Chief Sustainability Officer
Date: 12/31/2024

UTAH DIVISION OF FORESTRY, FIRE &
STATE LANDS

By: 
Jamie Barnes (Dec 31, 2024 12:08 MST)
Name: Jamie Barnes
Its: Director
Date: 12/31/2024

Approved as to Form:

UTAH ATTORNEY GENERAL
SEAN D. REYES

By: 
Emma Whitaker (Dec 30, 2024 17:05 MST)
Name: Emma Whitaker

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

Date: 12/30/2024

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 Utah Code § 73-3-3 Annotated, as amended.

*WATER RIGHT NO. _____ - _____

*APPLICATION NO. a _____

Changes are proposed in (check those applicable)

☐ point of diversion ☒ place of use ☒ nature of use ☐ period of use ☐ split season ☐ 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: 13-3846, 13-3884

Prior Approved Change Applications for this right: _____

*****HERETOFORE*****

4. QUANTITY OF WATER: _____ cfs and/or 11.7 ac-ft.

5. SOURCE: Great Salt Lake

6. COUNTY: Box Elder

7. POINT(S) OF DIVERSION: _____

(1)S 794 feet W 4419 feet from NE corner, Sec 14 T 6N R 6W SLBM

Description of Diverting Works: Canal and pumps

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

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>January 1</u>	to <u>December 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): Mineral extraction

12. PLACE OF USE

Legal description of place of use by 40 acre tract(s):
NESW4, Sec 11 T 6N R 6W SLBM

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 11.7 ac-ft.

15. SOURCE: Great Salt Lake

Balance of the water will be abandoned: _____, or will be used as heretofore: X

16. COUNTY: Box Elder

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

Description of Diverting Works: _____

COMMON DESCRIPTION: _____

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>January 1</u>	to <u>December 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): See attached

22. PLACE OF USE

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

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

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)

FILING A PERMANENT CHANGE APPLICATION

- ✓ The application form must be completed and signed by all owners.
- ✓ A fee must be submitted with the application. Cash, check or money order only.
- ✓ Include a hereafter map of the property where the water will be diverted and used. This can be a County Plat Map or other professional map that clearly shows the diversion and use of water in relation to land ownership. Water rights may become appurtenant to land on approval of this application.
- ✓ Incomplete or unclear applications will be returned to the applicant by mail.

HOW TO FILL OUT THE APPLICATION

Line-by-Line Instructions

*	The Division of Water Rights completes water right number.
*	Mark with an "X" the changes that are being made for this application.
1.	List owners, County Tax ID for property, and a mailing address.
2.	The Division of Water Rights completes the priority of change and filing date.
3.	List all water rights that are to be part of this Change Application, if applicable. (Like all water rights in a supplemental group or additional water rights that represent the sum of this change.) Also list any prior approved change applications for any of the included water rights.
HERETOFORE—the following questions are how currently approved water rights and changes are filed.	
4.	Quantity: The amount of water listed on the currently approved water right or change in cubic feet per second (cfs) and/or in acre-feet (af).
5.	Source: Name of a river, stream, ditch or spring where water is currently approved to be used. This could also be an underground well.
6.	County: Where the approved water right or change application is currently located.
7.	Point of Diversion: This is the legal description using direction and distance tied to the US Land Survey, such as N 200 feet W 350 feet from the SE Corner of Sec. 1, T1S, R1E, SLB&M. Diverting Works: List the diameter and depth of a well, or list what types of diverting works are used such as headgate, dam, weir, etc.
8.	Fill in the blanks and include a legal description using direction and distance tied to the US Land Survey where the water is rediverted, if applicable.
9.	Fill in the blanks describing water and include a legal description using direction and distance tied to the US Land Survey where the water is returned, if applicable.
10.	List the nature and period of use for each type of water use on the current water right or approved change (e.g. Irrigation from April 1 – October 31).
11.	Fill in the blanks for each type of water use being applied for. This describes the specific beneficial use the water right is currently based on. For unit measurement help, see The Flow Calculator or The Use Calculator .
12.	Describe the 40-acre tracts of land where the water is used (location of the beneficial use). Use a legal description for the 40-acre tracts such as NW of the SE in Sec 1, T1S, R1E, SLB&M.
13.	Fill in the blanks describing the reservoir and use a legal description for the 40-acre tracts where the reservoir is located, if applicable.
HEREAFTER—the following questions are the changes you are proposing on this application.	
*	Note: If one of the below questions does not apply to this application, leave it blank.
14.	Quantity: The amount of water being applied for in cubic feet per second (cfs) and/or in acre-feet (af).
15.	Source: Name of a river, stream, ditch or spring being used. This could also be an underground well.
16.	County: Where the approved water right or change application will be located.

17.	<p>Point of Diversion: This is the legal description using direction and distance tied to the US Land Survey, such as N 200 feet W 350 feet from the SE Corner of Sec. 1, T1S, R1E, SLB&M.</p> <p>Diverting Works: List the diameter and depth of a well, or list what types of diverting works are used such as headgate, dam, weir, etc.</p> <p>Common Description: List the closest town and describe approximately how many miles north, south, west, or east it is from the proposed point of diversion.</p>
18.	Fill in the blanks and include a legal description using direction and distance tied to the US Land Survey where the water will be rediverted, if applicable.
19.	Fill in the blanks describing water and include a legal description using direction and distance tied to the US Land Survey where the water will be returned, if applicable.
20.	List the nature and period of use for each type of water use being applied for on this application (e.g. Irrigation from April 1 – October 31).
21.	Fill in the blanks for each type of water use being changed. This describes the specific beneficial use the water right will be based on.
22.	Describe the 40-acre tracts of land where the water will be used (location of the beneficial use). Use a legal description for the 40-acre tracts such as NW of the SE in Sec 1, T1S, R1E, SLB&M.
23.	Fill in the blanks describing the reservoir and use a legal description for the 40-acre tracts where the reservoir will be located, if applicable.
24.	If there is further explanation needed fill this section out or write, “see attachment” and include additional information on another page.

WHERE TO SUBMIT APPLICATIONS

Salt Lake City Office (Main)

(801) 538-7240
1594 W North Temple, #220
Salt Lake City, UT 84114

Logan Regional Office

(435) 752-8755
1780 N Research Parkway, #104
Logan, UT 84341

Richfield Regional Office

(435) 896-2557
2031 S Industrial Park Road
Richfield, UT 84701

Cedar City Regional Office

(435) 586-4231
646 N Main St
Cedar City, UT 84721

Price Regional Office

(435) 613-3750
319 N Carbonville Rd
Price, UT 84501

Vernal Regional Office

(435) 247-1514
318 N Vernal Avenue
Vernal, UT 84078

Additional Information for Earth's Elements, Inc./Forestry, Fire, & State Lands Permanent Change Application

1. OWNER INFORMATION

NAME: Earth's Elements Inc.

INTEREST: 100%

ADDRESS: c/o Craig Miles
5283 West 5725 South
Hooper, UT 84315

NAME: State of Utah Division of Forestry,
Fire, & State Lands

INTEREST: Interested Party

ADDRESS: 1594 West North Temple, Suite 3520
Salt Lake City, UT 84116

21. HEREAFTER PURPOSE AND EXTENT OF USE

Earth's Elements' Hereafter use will be the same as Heretofore. The Division of Forestry, Fire, & State Lands' Hereafter use will be for 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.

22. HEREAFTER PLACE OF USE

Same as Heretofore, and in Addition to:

ALL T 1N R 3W SLBM	ALL T 4N R 3W SLBM	ALL T 4N R 4W SLBM	ALL T 7N R 9W SLBM
ALL T 1N R 4W SLBM	ALL T 4N R 4W SLBM	ALL T 4N R 5W SLBM	ALL T 7N R 10W SLBM
ALL T 1N R 5W SLBM	ALL T 4N R 5W SLBM	ALL T 4N R 6W SLBM	ALL T 7N R 11W SLBM
ALL T 1N R 6W SLBM	ALL T 4N R 6W SLBM	ALL T 4N R 7W SLBM	ALL T 8N R 2W SLBM
ALL T 1N R 7W SLBM	ALL T 4N R 7W SLBM	ALL T 4N R 8W SLBM	ALL T 8N R 3W SLBM
ALL T 1S R 3W SLBM	ALL T 4N R 8W SLBM	ALL T 4N R 9W SLBM	ALL T 8N R 4W SLBM
ALL T 1S R 4W SLBM	ALL T 4N R 9W SLBM	ALL T 5N R 3W SLBM	ALL T 8N R 5W SLBM
ALL T 1S R 5W SLBM	ALL T 5N R 3W SLBM	ALL T 5N R 4W SLBM	ALL T 8N R 6W SLBM
ALL T 2N R 1W SLBM	ALL T 5N R 4W SLBM	ALL T 5N R 5W SLBM	ALL T 8N R 7W SLBM
ALL T 2N R 2W SLBM	ALL T 5N R 5W SLBM	ALL T 5N R 6W SLBM	ALL T 8N R 8W SLBM
ALL T 2N R 3W SLBM	ALL T 5N R 6W SLBM	ALL T 5N R 7W SLBM	ALL T 8N R 9W SLBM
ALL T 2N R 4W SLBM	ALL T 5N R 7W SLBM	ALL T 5N R 8W SLBM	ALL T 8N R 10W SLBM
ALL T 2N R 5W SLBM	ALL T 5N R 8W SLBM	ALL T 5N R 9W SLBM	ALL T 8N R 11W SLBM
ALL T 2N R 6W SLBM	ALL T 5N R 9W SLBM	ALL T 6N R 3W SLBM	ALL T 9N R 4W SLBM
ALL T 2N R 7W SLBM	ALL T 6N R 3W SLBM	ALL T 6N R 4W SLBM	ALL T 9N R 5W SLBM

ALL T 2N R 8W SLBM	ALL T 6N R 4W SLBM	ALL T 6N R 5W SLBM	ALL T 9N R 8W SLBM
ALL T 2S R 4W SLBM	ALL T 6N R 5W SLBM	ALL T 6N R 6W SLBM	ALL T 9N R 9W SLBM
ALL T 2S R 5W SLBM	ALL T 6N R 6W SLBM	ALL T 6N R 7W SLBM	ALL T 9N R 10W SLBM
ALL T 3N R 1W SLBM	ALL T 6N R 7W SLBM	ALL T 6N R 8W SLBM	ALL T 9N R 11W SLBM
ALL T 3N R 2W SLBM	ALL T 6N R 8W SLBM	ALL T 6N R 9W SLBM	ALL T 10N R 8W SLBM
ALL T 3N R 3W SLBM	ALL T 6N R 9W SLBM	ALL T 6N R 10W SLBM	ALL T 10N R 9W SLBM
ALL T 3N R 4W SLBM	ALL T 6N R 10W SLBM	ALL T 6N R 11W SLBM	ALL T 10N R 10W SLBM
ALL T 3N R 5W SLBM	ALL T 3N R 6W SLBM	ALL T 7N R 3W SLBM	ALL T 10N R 11W SLBM
ALL T 3N R 6W SLBM	ALL T 3N R 7W SLBM	ALL T 7N R 4W SLBM	ALL T 11N R 8W SLBM
ALL T 3N R 7W SLBM	ALL T 3N R 8W SLBM	ALL T 7N R 5W SLBM	ALL T 11N R 9W SLBM
ALL T 3N R 8W SLBM	ALL T 3N R 9W SLBM	ALL T 7N R 6W SLBM	ALL T 11N R 10W SLBM
ALL T 3N R 9W SLBM	ALL T 4N R 2W SLBM	ALL T 7N R 7W SLBM	ALL T 11N R 11W SLBM
ALL T 4N R 2W SLBM	ALL T 4N R 3W SLBM	ALL T 7N R 8W SLBM	

24. EXPLANATORY

Earth's Elements Inc ("Earth's Elements" or "Applicant") submits the enclosed Change Application on Water Rights No. 13-3846 and 13-3884 (the "Water Rights"). The Water Rights authorize the diversion of 111.7 acre-feet from Great Salt Lake for mineral extraction.

On December 31, 2024, Earth's Elements and the Utah Division of Forestry, Fire and State Lands ("FFSL") entered into a Voluntary Agreement ("Agreement") under which Earth's Elements has agreed to voluntarily limit its diversions of water under the Water Rights in certain situations. When Earth's Elements limits its water use under the Water Rights as outlined below, the portion of the Water Rights that is not beneficially used by Earth's Elements 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) 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, Earth's Elements 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. Earth's Elements 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 65, Chapter 10, as authorized beneficial uses of the In-Stream Flow Water under the Change Application.

Earth's Elements 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, Earth's Elements' 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, Earth's Elements 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 11.7acre-feet of the Water Rights.
2. South Arm Elevation of 4,197.99 to 4,195.00 feet: May divert up to 9.71 acre-feet (approximately 83%).
3. South Arm Elevation of 4,194.99 to 4,193.00 feet: May divert up to 5.85 acre-feet (approximately 50%).
4. South Arm Elevation of 4,192.99 to 4,190.01 feet: May divert up to 3.51 acre-feet (approximately 30%).
5. South Arm Elevation of 4,190.00 feet and below: No diversions of the Water Rights.

Earth's Elements 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 Earth's Elements does not divert in a given year (up to the approved volume of the Water Rights) will be considered In-Stream Flow Water used by FFSL. In addition, Earth's Elements is committed to efficiently and sustainably using water made available from the Water Rights. As such, at times, Earth's Elements may be able to divert less water than authorized under the above-stated diversion limits. Any water that Earth's Elements 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.

Earth's Elements' 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.