

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 30th day of December, 2024 (the “Effective Date”), by and between MORTON SALT, INC., a Delaware corporation with a Utah address of 1794 West Solar Road, Grantsville, Utah 84029 (“Morton”) 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”). Morton 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, Morton has produced sodium chloride products on Great Salt Lake since 1918. 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. Morton’s products are used for water conditioning, as food and in other commercial and industrial applications. Given the critical importance of Great Salt Lake to Morton’s operations, Morton 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. Morton owns Water Right Nos. 15-2182, 15-414, and 15-3850, which collectively authorize Morton to divert 120 cubic feet per second (cfs) year-round for a total annual diversion of 86,876 acre-feet of water from Great Salt Lake. Morton uses water under the above-referenced water rights for the extraction of mineral salts, with fully consumptive historic uses, including at its evaporation ponds.

E. As described in more detail herein, Morton agrees to donate all of Water Right No. 15-3850 and 50.2 cfs of Water Right No. 15-2182 (“Donation Water Rights”). The 75 cfs of Donation Water Rights are quantified for the purposes of this Agreement as 54,297 acre-feet.

F. As described in more detail herein, Morton agrees to subject the remaining 25 cfs of Water Right No. 15-2182 and all of Water Right No. 15-414 to water consumption limits set forth in Section II.2 (“Progressive Water Rights”).

G. FFSL has authority under Utah Code Section 73-3-30(2) to co-file with Morton a permanent change application 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, Morton 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, Morton desires to donate to FFSL to benefit Great Salt Lake in perpetuity the Donation Water Rights quantified as 54,297 acre-feet to ensure that volume is available for the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake.

K. 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 Morton’s delivery of the In-Stream Flow Water to FFSL and the Donation Water Rights to FFSL and the mutual promises of the Parties and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

I. Segregation of Water Right Number 15-2192

1. No more than thirty (30) days after the Effective Date of this Agreement, Morton shall request the Division of Water Rights segregate 50.2 cfs from Water Right Number 15-2182. This segregation will result in two water rights: Water Right Number 15-2182 for 25 cfs (approximately 17,954 acre-feet), and a new Water Right Number for 50.2 cfs (approximately 36,343 acre-feet) (the “Segregated Water Right”).

2. Once the Division of Water Rights segregates the Segregated Water Right from Water Right No. 15-2182, Morton agrees Water Right No. 15-2182 shall be a Progressive Water Right subject to the process and schedule outlined in Section II of this Agreement.

3. Once the Division of Water Rights segregates the Segregated Water Right from Water Right No. 15-2182, Morton agrees the Segregated Water Right shall be a Donation Water Right to be conveyed to FFSL pursuant to the process stated in Section III of this Agreement.

II. Progressive Water Rights

1. Progressive Water Permanent Change Application.

a. Morton, 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. The Progressive Water Permanent Change Application will quantify the Progressive Water Rights as 32,578 acre-feet.

b. Morton 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. Morton 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 Morton 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, Morton 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 Morton in accordance with Section IV.3 of this Agreement.

c. In the calendar year following the measurement taken pursuant to Section II.2.a. of this Agreement, Morton 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 the Progressive Water Rights.
- ii. *South Arm Elevation of 4,197.99 to 4,195.00 feet*: May divert up to 16,289 acre-feet (approximately 50%).
- iii. *South Arm Elevation of 4,194.99 to 4,193.00 feet*: May divert up to 9,773 acre-feet (approximately 30%).
- iv. *South Arm Elevation of 4,192.99 to 4,190.01 feet*: May divert up to 6,515 acre-feet (approximately 20%).
- v. *South Arm Elevation of 4,190.00 feet and below*: No diversions of Progressive Water Rights, except for diversions described in Section II.2.e.

d. On June 15, 2024, the South Arm Elevation was 4,195.00 feet. Thus, if the Progressive Water Permanent Change Application receives Final Approval in 2025, Morton shall limit its diversions under the Progressive Water Rights to 16,289 acre-feet for the 2025 calendar year.

e. When the South Arm Elevation of Great Salt Lake is at 4,190.00 feet or below, Morton may continue to divert the Progressive Water Rights for “Operational Maintenance” (which includes but is not limited to salt washing, equipment washing and dust suppression). Morton shall physically measure its diversions and return flows for the Operational Maintenance water and shall mitigate all depletions using water rights from above the Great Salt Lake meander line (“Mitigation Water”). Morton shall be responsible for filing the applications and gaining the approvals necessary for delivery of Mitigation Water to Great Salt Lake. Morton shall report to FFSL and to the State Engineer the amount of water diverted and depleted by the Operational Maintenance and the amount of Mitigation Water delivered to Great Salt Lake.

f. Any water available above the limits outlined in this Section I.2 (up to the volume approved under the Progressive Water Permanent Change Application) 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 is 4,194.9 feet, Morton will limit its diversions in 2026 to no more than 9,773 acre-feet and the remaining 22,805 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 II.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, Morton shall limit diversions as set forth in Section II.2 above and FFSL shall use the In-Stream Flow Water as provided in this Agreement. The measured beneficial use of the Progressive Water Rights for their existing uses, together with the amount of In-Stream Flow Water put to beneficial use in Great Salt Lake, shall not exceed the limits set by the Progressive Water Permanent Change Application.

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.** Morton is committed to efficiently and sustainably using water made available from the Progressive Water Rights. At times, Morton may be able to divert less water under the Progressive Water Rights than authorized pursuant to Section II.2 of this Agreement and the Progressive Water Permanent Change Application. Any water that Morton 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 Morton and/or FFSL in any given calendar year following execution of this Agreement. This Section II in no way affects Morton's rights to use the Progressive Water Rights other than as set forth under Section II.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. Morton shall continue measuring its 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 Morton to file a Proof of Beneficial Use on the Progressive Water Permanent Change Application at Morton's request.

III. Donation Water Rights

1. Donation. Morton agrees to donate to FFSL the Segregated Water Right and Water Right Number 15-3850, pursuant to the terms and conditions set forth in this Agreement. Morton shall donate the Segregated Water Right and Water Right 15-3850 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.**

IV. Miscellaneous Provisions

1. Morton's Representations and Warranties. Morton 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. Morton 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. To Morton's actual knowledge, this Agreement addresses all Great Salt Lake water rights held by Morton, 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 Morton, enforceable in accordance with their respective terms.

d. To Morton's actual knowledge, no consent, approval or authorization of any governmental authority is required in connection with the execution, delivery and performance of this Agreement by Morton, except as expressly provided herein.

e. To Morton's information and belief, there are no liens, claims, assessments, other encumbrances, leases, contracts or other rights of any nature which will affect FFSL's ownership, use of, or title to the Donation Water Rights, or FFSL's use of the Progressive Water Rights.

f. To Morton's actual knowledge, no party other than FFSL has any right to acquire the Segregated Water Right (by contract, option, or otherwise).

g. To Morton's actual knowledge, 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.

h. To Morton's information and belief, 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. No Warranty. The Parties understand and acknowledge that Morton 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.

3. 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:

Morton Salt, Inc.
Attn: General Manager
1794 West Solar Road
Grantsville, UT 84029

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

With a copy to:

Morton Salt, Inc.
Attn: General Counsel
10955 Lowell Avenue, Suite 500
Overland Park, KS 66210

Either Party may from time to time change its address for delivery of notices hereunder by giving written notice of the new address to the other Party.

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

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

6. 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.

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

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

9. 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.

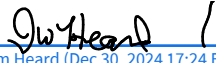
10. Authorization. Each Party represents and warrants that its signor for this Agreement is authorized to sign this Agreement in the capacity and for the entity set forth where he or she signs.

11. 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)

MORTON SALT, INC.


By: 
Jim Heard (Dec 30, 2024 17:24 EST)
Name: Jim Heard
Its: President/Consumer
Date: 12/30/2024

UTAH DIVISION OF FORESTRY, FIRE &
STATE LANDS

By: 
Jamie Barnes (Dec 31, 2024 09:44 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 15:02 MST)
Name: Emma K. 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: 15-414, 15-2182

Prior Approved Change Applications for this right: _____

*****HERETOFORE*****

4. QUANTITY OF WATER: 45 cfs and/or _____ ac-ft.

5. SOURCE: Great Salt Lake

6. COUNTY: Tooele

7. POINT(S) OF DIVERSION: _____

(1) N 1851 feet E 4242 feet from SW corner, Sec 19 T 1N R 5W 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): Salt extraction and production

12. PLACE OF USE

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

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 32,578 ac-ft.

15. SOURCE: Great Salt Lake

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

16. COUNTY: Tooele

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): _____
N 597 ft E 848 ft from SE corner, Sec 20 T 1S R 5W SLBM

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 Morton Salt, Inc./Forestry, Fire, & State Lands Permanent Change Application

1. OWNER INFORMATION

NAME: Morton Salt, Inc.
ADDRESS: 1794 W Solar Rd
Grantsville, UT 84029

INTEREST: 100%

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

ADDRESS: 4490 N Forestdale Drive, Suite 202
Park City, UT 84098

INTEREST: Interested Party

12. HERETOFORE PLACE OF USE

[illegible]

21. HEREAFTER PURPOSE AND EXTENT OF USE

Morton Salt's 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

Morton Salt, Inc. ("Morton Salt" or "Applicant") submits the enclosed Change Application on Water Right Nos. 15-414 and 15-2182 (the "Water Rights"). Together, the Water Rights authorize the diversion of 45 cfs from Great Salt Lake for the extraction and production of salt.

On December 30, 2024, Morton Salt and the Utah Division of Forestry, Fire and State Lands ("FFSL") entered into a Voluntary Agreement ("Agreement") under which Morton Salt has agreed to voluntarily limit its diversions of water under the Water Rights in certain situations. When Morton Salt limits its water use under the Water Rights as outlined below, the portion of the Water Rights that is not beneficially used by Morton Salt 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, Morton Salt 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. Morton Salt 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.

Morton Salt 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, Morton Salt's 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, Morton Salt 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 32,578 acre-feet under the Water Rights.
2. South Arm Elevation of 4,197.99 to 4,195.00 feet: May divert up to 16,289 acre-feet (approximately 50%).
3. South Arm Elevation of 4,194.99 to 4,193.00 feet: May divert up to 9,773 acre-feet (approximately 30%).
4. South Arm Elevation of 4,192.99 to 4,190.01 feet: May divert up to 6,515 acre-feet (approximately 20%).
5. South Arm Elevation of 4,190.00 feet and below: Morton Salt may divert the Water Rights for operational maintenance, including salt washing, equipment washing, and dust suppression, but all depletions caused by such use must be mitigated using water rights from above the Great Salt Lake meander line.

Morton Salt 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 Morton Salt 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, Morton Salt is committed to efficiently and sustainably using water made available from the Water Rights. As such, at times, Morton Salt may be able to divert less water than authorized under the above-stated diversion limits. Any water that Morton Salt 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.

Morton Salt's 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.

EXHIBIT B

Form Water Right Quitclaim Deed and Water Deed Addendum

(Segregated Water Right and Water Right Number 15-3850)

<p>WHEN RECORDED RETURN TO:</p> <p>Utah Division of Forestry, Fire and State Lands 1594 W. North Temple, Suite 3520 P.O. Box 146391 Salt Lake City, Utah 84116-6301</p>	 <p>Space above for County Recorder's Use</p>
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WATER RIGHT QUITCLAIM DEED AND ASSIGNMENT

MORTON SALT, INC., a Delaware Corporation, with an address of 1794 West Solar Road, Grantsville, Utah 84029 (“**Grantor**”), for a 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 rights located in Box Elder County, State of Utah:

All of Grantor’s right, title, and interest in and to Water Right Number 15-3850 and Water Right Number 15-_____.

Witness the hand of this Grantor this _____ day of _____, 2025.

MORTON SALT, INC.

[Acknowledgement appears on the following page]

STATE OF UTAH)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledge before me this ____ day of
_____ 2025, by _____, _____, of Morton Salt,
Inc., a Delaware corporation.

Notary Public

WATER RIGHTS ADDENDUM TO **WATER DEEDS**

Grantor: Morton Salt, Inc., a Delaware Corporation

Grantee: The Utah Division of Forestry, Fire and State Lands, a division of the State of Utah Department of Natural Resources

Water Right No(s): 15-3850 and 15-_____

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. 15-3850 and 15 - _____.
- ☐ 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**