

MARIC G. KORTH
BOX ELDER COUNTY RECORDER

DEP. MS FEE 20.00

31055 ✓

1990 JUN 19 PM 2:20 # 1111787 BK1582 P60822

DOUG CROFTS, WEBER COUNTY RECORDER
19-JUN-90 1224 PM FEE \$0.00 DEP MH

UTAH STATE SURFACE LEASE FOR B.S. TITLE
MINERAL SALTS, CHLORIDES, SULPHATES, CARBONATES,
BORATES, SILICATES, OXIDES, NITRATES,
AND ASSOCIATED MINERALS

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THIS INDENTURE OF LEASE AND AGREEMENT entered into in dupli-
cate as of the 24th day of August, 1966, by and between the STATE
LAND BOARD, hereinafter called the Lessor, and GREAT SALT LAKE
MINERALS & CHEMICALS CORPORATION, hereinafter called the Lessee,
under and pursuant to Title 65, Utah Code Annotated, 1953,

WITNESSETH:

WHEREAS, The Lessor and Lessee have entered into an agreement
for the payment of royalties on salts and other minerals extracted
and recovered by Lessee and contained in solution or suspension in
the waters of Great Salt Lake which agreements shall herein, for
convenience, be referred to as the "Royalty Agreement"; and

WHEREAS, The Lessee has requested that Lease ML 22782, which
was issued as of April 23, 1965, and is presently in good stand-
ing, be reissued as of August 24, 1966;

NOW, THEREFORE, Pursuant to Rule 25 of the Rules and Regula-
tions of the State Land Board, Lease ML 22782 is hereby reissued
as of August 24, 1966, to read as follows:

The Lessor in consideration of the rents and royalties to be
paid and the covenants to be observed by the Lessee, as hereinafter
set forth, does hereby grant and lease to the Lessee the exclusive
right and privilege to explore for, mine, remove, extract, process,
and/or dispose of all the minerals referred to in the caption here-
of, from the surface of the lands in Box Elder and Weber Counties,
State of Utah, particularly described in the Schedule "A" hereto
attached and by this reference made a part hereof, consisting of
8,960 acres, more or less, together with the right to use and oc-
cupy so much of the surface of said land as may be required for

*Amendment to Lease ML 22782
Reissued as of August 24, 1966
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all purposes reasonably incident to the exploration for, mining, removal, extraction, processing, and/or disposal of said minerals and/or minerals covered by the Royalty Agreement, for a term beginning on the date stated above and ending upon the expiration of said Royalty Agreement, upon condition that at the end of each twenty (20) year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

ARTICLE I

This lease is granted subject to the laws of the State of Utah, existing regulations of the State Land Board and such reasonable operating regulations as may hereafter be promulgated by said Board.

ARTICLE II

Lessee shall promptly notify Lessor of the discovery on the leased premises of any mineral other than those specified herein.

ARTICLE III

The Lessee agrees as follows:

FIRST: To pay to the Lessor:

(a) From date of issuance hereof until nine (9) years after January 1, next succeeding the date of issuance, as rental for the land covered by this lease, the sum of fifty cents (\$0.50) per acre per annum. All annual payments of rental shall be made in advance on or before the 1st day of January of each year, except the rental for the year in which this lease is issued, which shall be payable on the application for this lease and which shall be prorated to January 1st next succeeding the date of issuance.

(b) Nine (9) years after the 1st day of January next succeeding the date of issuance hereof, the basic rental as provided in

paragraph (a) hereof and as additional rental for the land covered by this lease, an additional sum of fifty cents (\$0.50) per acre per annum.

(c) All rentals paid hereunder may be credited against actual tonnage royalties, if any, which may accrue under Royalty Agreement 19024 or on production from the leased lands during the year for which such rentals are paid.

SECOND: To pay royalties on products extracted and shipped from the leased lands at the rates, at the terms specified, and in accordance with all of the applicable provisions relating to royalties contained in said Royalty Agreement and to make production reports to Lessor of the same character and at the times provided for in said Royalty Agreement.

THIRD: To keep clear, accurate, and detailed maps of Lessee's workings on the leased lands and to furnish to Lessor annually, or upon demand, copies of such maps and such written statements of operations as may be called for.

FOURTH: Not to assign this lease or any interest therein, or any of the rights and privileges herein granted, nor sublet any portion of the leased premises, without the written consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through, or in the land hereby leased as may be necessary or appropriate to the development of these or any other lands belonging to or administered by the Lessor. Before granting any such easement or right-of-way to a third party, Lessor will notify Lessee in writing and afford Lessee an opportunity to be heard.

SECOND: Mineral deposits other than those hereby leased which may be contained in said lands. Lessor will not lease such other mineral deposits if such a lease would materially conflict with the use of the lands by the Lessee hereunder. Lessee will be given notice of any application to lease such other mineral deposits filed with Lessor and will be given an opportunity to appear before Lessor in connection with said applications if Lessee desires.

ARTICLE V

All personal property of Lessee located within or upon the said lands, and all buildings, machinery, equipment, and tools shall be and remain the property of Lessee and Lessee shall be entitled to, and may, within twelve (12) months after expiration, forfeiture, surrender, cancellation, or other termination of said lease, or within such extension of time as may be granted by Lessor, remove from the said lands such personal property and improvements.

ARTICLE VI

All of the terms, covenants, conditions, and obligations in this lease contained, shall be binding upon the heirs, executors, administrators, successors, and assigns of the Lessee.

ARTICLE VII

Lessee may surrender this lease as to all or any part of the leased lands, but not less than a quarter-quarter section or a surveyed lot, by filing with the Lessor a written relinquishment; which relinquishment shall be effective as to rental or royalty liability as of the date of filing and thereupon Lessee shall be relieved from any liability thereafter to accrue as to the lands so surrendered, provided that such surrender shall not relieve Lessee from any rental or royalty obligations accruing prior to

the date of such surrender, and provided further that such surrender shall not relieve the Lessee of any other obligation under the lease arising before the filing of the surrender instrument.

ARTICLE VIII

This lease is issued only under such title as the State of Utah may now hold or hereafter acquire during the term of this lease. Lessor shall not be liable for any damages sustained by the Lessee. Lessee shall not be entitled to or claim any refund of rentals, royalties, bonuses, or fees theretofore paid to the Lessor.

ARTICLE IX

Rock, tailings, and waste materials resulting from the operations of the Lessee on said lands or other lands shall be absolute property of the Lessee whether stored on said lands or on other lands, until such time as title thereto is renounced in writing by the Lessee; provided, however, that title to any such rock, tailings, and waste material stored on the said lands which were produced from said lands or other State lands shall vest in the Lessor upon the expiration, surrender, cancellation, or termination of this lease. If, at any time, any of such rock, tailings, or waste materials, or any products thereof, which were produced from said lands or other State lands, are sold by Lessee, the royalty thereon shall be paid by Lessee to Lessor.

ARTICLE X

The Lessee shall determine accurately the weight or quantity and quality of all leased deposits mined, and shall enter accurately the weight or quantity and quality thereof in due form in books to be kept and preserved by the Lessee for such purposes and may thereafter freely commingle ores from said deposits with ores from other lands. The obligation of Lessee to maintain accurate records

of production from the leased premises is of the essence of the agreement and Lessee shall adopt such procedures for determining and accounting for production from the leased premises as Lessor may from time to time require.

ARTICLE XI

Any notice contemplated herein to be served upon the Lessee shall be in writing and shall be sufficiently given if deposited in the United States mail, postage prepaid and registered, and addressed as follows:

Great Salt Lake Minerals & Chemicals Corporation
P. O. Box 1190
Ogden, Utah 84402

or at such other address as Lessee may from time to time designate by written notice to Lessor.

ARTICLE XII

Said lease and this agreement are made upon the condition that Lessee shall perform all the covenants and agreements herein set forth to be performed by it, and if at any time there shall be any default on the part of Lessee hereunder, and if such default shall continue for a period of thirty (30) days after written notice of such default being given by Lessor to Lessee, then and in such event, said lease and this agreement shall, at the option of Lessor, be terminated and the demised premises shall revert to Lessor.

ARTICLE XIII

The parties hereto agree that nothing herein contained shall be construed as being in any manner in derogation of the terms, conditions, or provisions of applicable law or any regulation promulgated thereunder, but, on the contrary, this agreement shall be deemed amendable to reformation to eliminate or modify any portion found to be in contravention of such law or regulation and

except as to such provisions, if any, so eliminated shall be and remain in force and effect according to its terms as so modified. The parties hereto further agree that this lease agreement may be modified and amended by the inclusion of additional leased lands, by addendum, the effect of which would be to make such so added lands subject to all of the terms and conditions hereof as fully and in all particulars as if such lands had been originally described herein.

ARTICLE XIV

Neither party shall be liable to the other for any loss or damage suffered or incurred nor shall either party be in default under this agreement by reason or as a result of the fact that the performance of the terms and provisions of this agreement is delayed or prevented due to acts of God or the public enemy, war, revolution, civil commotion, blockage, or embargo, or any act, law, order, proclamation, regulations, demand, or requirement of the United States or its authorized officers or representatives, or by reason of fires, explosions, cyclones, floods, breakdown of equipment, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, failure of transportation facilities, failure of sources of supply of raw materials, labor, power, and supplies, provided, however, that nothing in this paragraph shall excuse Lessee from paying any rentals due to the State under this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 5th day of June, 1970.

STATE OF UTAH, STATE LAND BOARD

LESSOR

By Charles R. Hansen

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GREAT SALT LAKE MINERALS
& CHEMICALS CORPORATION

LESSEE

By *Harold R. Hansen*
President

Attest: *W.B. Kristensen*
Secretary

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 5th day of June, 1970, personally appeared before me Charles R. Hansen, who being by me duly sworn did say that he is the Director of the State Land Board of the State of Utah and that said instrument was signed in behalf of said Board by resolution of the Board, and said Charles R. Hansen acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 5th day of June, 1970.

Lyle S. Stewart
Notary Public
Residing at: *Granville, Utah*

My Commission Expires:

4-10-72

SCHEDULE "A"

(To Lease ML 22782)

Description of leased land containing 8,960 acres, more or less:

Commencing at the Northwest corner of Township 6 North, Range 5 West, SLM, that is, at the point of intersection of the surveyed North boundary of said Township projected to the West and the surveyed West boundary of said Township projected to the North;

Thence West 6 miles;

Thence South one-quarter mile, more or less, to a point due East of the Southeast corner of Section 34, Township 7 North, Range 5 West, SLM;

Thence West 1 mile;

Thence North 2 miles, more or less, to a point due East of the Northeast corner of Section 28, Township 7 North, Range 5 West, SLM;

Thence East 1 mile;

Thence North one-quarter mile, more or less, to a point 6 miles West and 2 miles North of the point of beginning;

Thence East 6 miles;

Thence South 2 miles to the point of beginning;

which lands, when surveyed, will probably be:

Township 7 North, Range 4 West, SLM, Utah

01-023-0052	Section 25: All
0044	Section 26: All
0045	Section 27: All
0046	Section 28: All
0047	Section 29: All
0048	Section 30: All
0049	Section 31: All
0050	Section 32: All
0051	Section 33: All
	Section 34: All
	Section 35: All
	Section 36: All

Township 7 North, Range 5 West, SLM, Utah

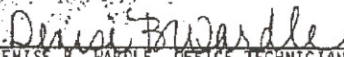
01-024-0053	Section 25: All
0054	Section 26: All

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STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

I, DENISE B. WARDLE, OFFICE TECHNICIAN, of the Division of State Lands and Forestry of the State of Utah, hereby certify that the foregoing is a full, true, and correct copy of A SALT LEASE, ML 22782, which is on file in the State Land Office, 355 West North Temple, 3 Triad Center, Suite 400, Salt Lake City, UT 84180.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the State Land Office this 18TH DAY of JUNE 1990.


DENISE B. WARDLE, OFFICE TECHNICIAN