

ML 19024

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UTAH STATE SURFACE LEASE FOR
MINERAL SALTS, CHLORIDE, SULPHATES, CARBONATES,
BORATES, SILICATES, OXIDES, NITRATES, AND
ASSOCIATED MINERALS

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 agreement shall herein, for
convenience, be referred to as the "Royalty Agreement"; and

WHEREAS, The Lessee has requested that Lease ML 19024 which
was issued as of September 1, 1962, 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 19024 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 Weber and Box Elder Counties,
State of Utah, particularly described in the Schedule "A" hereto
attached and by this reference made a part hereof, consisting of
20,780.56 acres, more or less, together with the right to use and
occupy so much of the surface of said land as may be required for

RECORDER'S MEMO
Legibility of this document
unsatisfactory when received.

E# 1122635 BK1589 PG0110
DOUG CROFTS, WEBER COUNTY RECORDER
30-OCT-90 1124 AM FEE \$15.00 DEP MH
REC FOR: U.S. TITLE

DEP MS FEE 36
1980 OCT 30 PM 4:02

MARIE G. KORTI
BOX ELDER COUNTY RECORDER
33284

all purposes reasonably necessary for the exploration for, mining,
 removal, extraction, procession, and/or disposal of said minerals
 and/or minerals covered by said Royalty Agreement, for a term be-
 ginning on the date stated above and ending upon the expiration
 of said Royalty Agreement.

ARTICLE I

This lease is granted subject to the laws of the State of
 Utah, existing regulations of the State Land Board and such rea-
 sonable 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) As rental for land covered by this lease, the sum of fifty
 cents (\$0.50) per acre per annum, all such payments of rentals to be
 made in advance on the second day of January of each year except the
 rental for the year in which the lease is issued which has been paid.

(b) The State may adjust lease rentals at the end of the first
 twenty-one years as it shall see fit in the best interest of the
 State.

(c) All rentals paid hereunder shall be credited against actual
 tonnage royalties, if any, which may accrue under Royalty Agreement
 No. 19024 during the year for which such rentals are paid. There
 shall be a minimum rental hereunder of Ten Thousand & No/100 Dollars
 (\$10,000.00) per annum whether or not Lessee shall surrender or con-
 tract a portion of the area of lands under lease.

E# 1122635 BK1589 PG112

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SECOND: 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.

THIRD: 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 the minimum rental provided herein or 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 the

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

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 XI

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.

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

STATE OF UTAH, STATE LAND BOARD

LESSOR

By _____

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

LESSEE

By _____ President

Attest:

~~XXXXXXXX~~ Secretary

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

On the 5th day of January, 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 January, 1970.

Notary Public

My Commission Expires:

4-13-75

SCHEDULE "A"

(To Lease ML 19024)

Description of leased lands containing 20,780.56 acres, more or less:

TRACT 1:

Commencing at a point where the meander line of Great Salt Lake intersects or meets the east line of Section 36, T. 6 N., R. 6 W., SLM, running thence S. 3/4 mi. m/l to the proposed southeast corner of Section 36, being a township corner, thence W. 5 mi. m/l, N. 1-1/4 mi. m/l, W. 1 mi. m/l, N. 3/4 mi. m/l, E. 1 mi. m/l, N. 4 mi. m/l, E. 2-7/8 mi. m/l to a point where the meander line of Great Salt Lake intersects the north line of Section 3, T. 6 N., R. 6 W., SLM, thence southerly along said meander line 3-1/2 mi. m/l to the north boundary of the north segment of Lake Crystal Salt Company lease ML 1623; thence westerly along the north boundary to the northwest corner of said lease, thence south along the west boundary to the southwest corner of said lease, thence south 2376' m/l to the north boundary of the south segment of Mineral Lease #1623, thence west 7245' m/l to the proposed west boundary of Section 27, T. 6 N., R. 6 W., SLM, thence south along said west boundary 1526' m/l to the north property line of the Southern Pacific Company, thence easterly along said property line 2-1/2 miles m/l to the meander line of Great Salt Lake, thence southeasterly along said meander line to point of beginning, which when surveyed will probably be described as:

Same as # 33279.

<u>Township 6 North, Range 6 West, SLM</u>	
Sec. 1 - Part, Unsur.	Sec. 22 - All
Sec. 4 - All	Sec. 23 - Part
Sec. 5 - All	Sec. 25 - Part
Sec. 8 - All	Sec. 26 - Part
Sec. 9 - All	Sec. 27 - Part
Sec. 10 - Part, Unsur.	Sec. 28 - All
Sec. 11 - Part, Unsur.	Sec. 29 - All
Sec. 14 - Part, Unsur.	Sec. 30 - N $\frac{1}{2}$, N $\frac{3}{4}$
Sec. 15 - All	Sec. 32 - All
Sec. 16 - All	Sec. 33 - All
Sec. 17 - All	Sec. 34 - All
Sec. 20 - All	Sec. 35 - All
Sec. 21 - All	Sec. 36 - Part, Unsur.

Containing 14,380.56 acres, more or less.

TRACT 2:

Commencing at a point where the meander line of Great Salt Lake joins or intersects the south boundary of Section 13, Township 6 N., R. 5 W., SLM, running

thence northerly 2-1/2 mi., m/l, to the center line of Sec. 2, T. 6 N., R. 5 W., SLM, thence E. 1-3/4 mi. m/l to the proposed west boundary when surveyed of T. 6 N., R. 4 W., SLM, thence S. 1/4 mi. m/l to the proposed northwest corner when surveyed of section 7, T. 6 N., R. 4 W., SLM, thence E. 1-1/2 mi. m/2, S. 2 mi. m/l, E. 1/2 mi. m/l, S. 1 mi. m/l, W. 2 mi. m/l to the proposed SW corner when surveyed of Sec. 19, T. 6 N., R. 4 W., SLM, thence N. 3/4 mi. m/l to the proposed northeast corner, when surveyed of Section 24, T. 6 N., R. 5 W., SLM, thence W. 2-3/4 mi. m/l, to point of beginning which when surveyed will probably be described as:

PT 10-055-0001

Township 6 North, Range 4 West

- Sec. 7 - All
- Sec. 8 - $W\frac{1}{2}$
- Sec. 17 - $W\frac{1}{2}$ *PT WBSER*
- Sec. 18 - All
- Sec. 19 - All *PT WBSER*
- Sec. 20 - All *PT WBSER*

Township 6 North, Range 5 West

- Sec. 1 - $S\frac{1}{2}$
- Sec. 2 - $S\frac{1}{2}$ of unsur. part
- Sec. 10 - Part, unsur.
- Sec. 11 - Part, unsur.
- Sec. 12 - All
- Sec. 13 - All
- Sec. 14 - All
- Sec. 15 - Part, unsur.

Containing 6,400.00 acres, more or less.

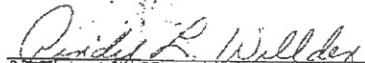
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E# 1122635 BK1589 PG118

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

I, CINDY L. WILLDEN, 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 SALT LEASE AND AGREEMENT ML 19024, dated 08/24/66, 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 29TH DAY of OCTOBER 1990.


CINDY L. WILLDEN, OFFICE TECHNICIAN