



WHEN RECORDED, MAIL TO:
COMPASS MINERALS OGDEN INC.
9900 West 109th Street, Suite 100
Overland Park, KS 66210
Attention: General Counsel

Parcel ID Nos. 03-010-0019
03-010-0027
02-013-0007
02-013-0008
02-012-0002

WATER LINE RIGHT OF WAY AND EASEMENT AGREEMENT

This Water Line Right of Way and Easement Agreement (this "**Agreement**") is entered into as of the 1st day of September, 2017 (the "**Effective Date**"), by and between YOUNG RESOURCES LTD. PARTNERSHIP, a Utah limited partnership ("**Young**"), and COMPASS MINERALS OGDEN INC., a Delaware corporation ("**Compass**").

RECITALS

- A. Compass intends to construct certain pipeline facilities and related improvements for the delivery of water by its wholly owned subsidiary, Dove Creek Grazing, LLC, a Utah limited liability company ("**Dove Creek**") from a well field located on property owned by Dove Creek to evaporation ponds owned by Compass and located in Clyman Bay in the Great Salt Lake.
- B. In connection with the foregoing, Compass requires a non-exclusive, perpetual right-of-way and easement on, over, across, and under portions of the real property owned by Young and described on the attached Exhibit A (the "**Young Property**") as such is more particularly described and depicted on the attached Exhibit B (the "**Easement Property**") for the construction, operation and maintenance of a permanent 6 - 10 inch HDPE water pipeline, pressure relief valves, air vents, pipe drains, vaults, manholes, and one (1) radio antenna for telemetry (the "**Radio Antenna**"), together with all related equipment and appurtenances (collectively, the "**Facilities**"), and to provide access to and from the Facilities, and a non-exclusive temporary construction easement on, over, and across portions of the Young Property for two (2) temporary staging areas, each of which may be up to three and three tenths (3.3) acres in size (the "**Staging Areas**"), and to provide access to and from the Staging Areas.
- C. Young is willing to grant to Compass a non-exclusive, perpetual right-of-way and easement on, over, across, and under the Easement Property for the location of and access to and from the Facilities, and a non-exclusive temporary construction easement for the location of the Staging Areas and access to and from the Staging Areas, subject to the following terms.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS

1. Grant of Easements. Young hereby grants to Compass the following easements:
 - a. Temporary Construction Easement. A non-exclusive, temporary construction easement in gross, on, over, and across portions of the Easement Property for the location of the Staging Areas to be used in connection with the construction of the Facilities, together with access to and from the Staging Areas as more particularly described and depicted on Exhibit B (the "Temporary Easement"). The Temporary Easement shall terminate after the Facilities have been constructed and the Staging Areas have been restored as set forth in Section 2.
 - b. Permanent Facilities Easement. A non-exclusive, perpetual right-of-way and easement in gross sixty (60) feet in width (including any existing county road located within the Easement Property), together with an additional 12 feet by 12 feet easement area for the location of the Radio Antenna and associated perimeter fence as such are more particularly described and depicted on Exhibit B (the "Easement") to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities under, on and across the Easement Property, together with the right to access, and construct roads on, the Easement Property with such equipment as is necessary to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities and/or such access roads.
2. Entry, Restoration, and Maintenance by Compass. Prior to the initial construction of the Facilities, Compass agrees to notify Young in writing at least two (2) days in advance of beginning such work. At any time thereafter, Compass may enter upon the Easement Property at all reasonable times in order to operate, inspect, maintain, repair and replace the Facilities. Compass shall remove and stockpile topsoil prior to construction of the Facilities and following construction of the Facilities shall replace the stockpiled topsoil, restore the portions of the Easement Property disturbed by construction (not including permanent access roads constructed pursuant to the Easement or the existing County Road), and reseed the disturbed areas with a seed mix specified to be determined by Young. Except for any damage caused to the Facilities by Young, Compass shall be solely responsible for the cost to maintain the Facilities.
3. Non-exclusive Easement; Limitations. Young reserves the right to use the Easement Property in common with Compass so long as such use does not unreasonably interfere with the Facilities or the rights granted to Compass under this Agreement and subject to the following limitations: Young agrees not to construct or erect any other improvements, buildings or structures on the Easement Property or to change the contour of the Easement Property without obtaining the prior written consent of Compass, which shall not be unreasonably withheld, conditioned or delayed as long as Young's proposed improvements or alterations do not adversely affect the Facilities or the rights of

Compass under this Agreement. Young also reserves the right to grant permits, licenses and easements over, across, through and under the Easement Property for any other lawful purpose, subject to the rights of Compass under this Agreement.

4. Ownership and Location of Facilities; Right to Relocate. Young acknowledges and agrees that the Facilities and all replacements and/or additional facilities that may be constructed in the future by Compass pursuant to this Agreement are and shall remain the property of Compass or its successors and assigns. The Facilities and all related components and replacements will be located within the Easement Property. Compass may, at its sole cost and expense, relocate the Facilities at any time to any other location within the Easement Property.
5. Limitations. The use of the Easement and the Easement Property by Compass shall be limited to the uses described in this Agreement. Compass shall exercise the rights granted under this Agreement in a manner that least interferes with the use of the Easement Property by Young, or exercise of any oil, gas and mineral interests in the Easement Property. Notwithstanding any other term or condition of this Agreement, Young has no obligation regarding the design, construction, maintenance, or repair of the Easement Property or any part thereof.
6. Repairs.
 - a. Subject to the limitations on Young's use of the Easement Property set forth in Section 3, if Compass damages or destroys Young's improvements or property in connection with the exercise of its rights under this Agreement, Compass shall repair or replace such damaged improvements and shall restore the damaged property as near to the original condition as is reasonably possible. Compass shall complete all such repair work within thirty (30) days of receiving written notice from Young describing the damage. If Compass cannot under the circumstances complete the repair work within thirty (30) days, Compass may take such additional time as is reasonably necessary to complete the work so long as Compass begins such work within the thirty (30) day period and diligently pursues it to completion.
 - b. If Young damages or destroys the Facilities in connection with its use of the Easement Property, Young shall immediately provide notice to Compass of such damage or destruction (each, a "**Damage Notice**"). Following receipt of a Damage Notice, Compass may elect to undertake and complete the work to repair such damage or destruction, at Young's sole cost and expense, and Young shall reimburse Compass for the full cost and expense of such work within thirty (30) days of Young's receipt of a written request for reimbursement and evidence of the incurred costs. If Compass elects not to complete such work, Compass shall notify Young within fifteen (15) days after receiving a Damage Notice. Young shall then repair or replace such damaged improvements and shall restore the damaged Facilities as near to the original condition as is reasonably possible. Young shall complete all such repair work within thirty (30) days of receiving written notice from Compass of its election not to complete such work. If Young

cannot under the circumstances complete the repair work within thirty (30) days, Young may take such additional time as is reasonably necessary to complete the work so long as Young begins such work within the 30-day period and diligently pursues it to completion.

7. **Compliance with Laws.** Compass shall comply with all applicable federal, state and local laws, rules and regulations when entering upon the Easement Property and exercising its rights under this Agreement. Compass shall diligently complete all construction, maintenance and repair activities permitted under this Agreement within a commercially reasonable time frame under the circumstances.
8. **No Liens.** Compass shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Property for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Compass. However, in the event that a lien or claim is filed, within thirty (30) days after the date of the filing or recording of the lien or claim, Compass shall cause the same to be paid and discharged of record. If Compass contests the lien claim, Compass shall cause a bond for at least 125% of the amount of the disputed lien claim to be issued in favor of Young within thirty (30) days after the date of the filing or recording of the lien and maintained during the entire time of any proceeding in which Compass contests the lien.
9. **Indemnification.**
 - a. Compass shall indemnify and hold Young its managers, members, officers, directors, shareholders employees, agents, engineers, contractors, invitees, and successors and assigns harmless from and against any and all loss, cost, damage, injury or expense, including claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, to the extent arising out of or in connection with the use of the Temporary Easement, the Easement, and the Easement Property by Compass or its contractors, employees, or invitees.
 - b. Young shall indemnify and hold Compass its managers, members, officers, directors, shareholders employees, agents, engineers, contractors, invitees, and successors and assigns harmless from and against any and all loss, cost, damage, injury or expense, including claims for death or injury to person or damage to property, and including, without limitation, attorneys' fees and court costs, to the extent arising out of or in connection with the use of the Easement Property by Young its contractors, employees, or invitees.
 - c. The provisions of this Section 9 will survive any termination of the Easement or this Agreement.
10. **Notice.** All communications, consents, and other notices provided for in this Agreement shall be in writing and effective on the date hand-delivered (received), on the date following the date sent by nationally-recognized, overnight courier, or three (3) business

days following the date mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) To Compass:

COMPASS MINERALS OGDEN INC.
9900 West 109th Street, Suite 100
Overland Park, KS 66210
Attn: General Counsel

or such other address as Compass may designate to Young in writing.

(b) To Young:

YOUNG RESOURCES LTD. PARTNERSHIP
4993 North Highway 38
Brigham City, UT 843023
Attention: Charles M. Young

or such other address as Young may designate to Compass in writing.

11. No Public Dedication. Nothing in this Agreement shall be deemed or considered to be a dedication of all or any part of the Easement Property or the Young Property for the general public or for any other public purpose whatsoever.
12. Covenant Running with the Land. This Agreement constitutes a covenant running with the land and will be binding upon and inure to the benefit of successors and assigns of Young and Compass. Compass may freely assign its rights under this Agreement, in whole or in part, without Young's prior written consent.
13. Purpose and Confirmation. This Agreement is made for the purposes set forth in this Agreement and no more, and is intended to be subject to and made in compliance with any and all applicable zoning ordinances, laws, rules and regulations.
14. No Partnership; Entire Agreement; Attorneys' Fees. This Agreement is not intended to create and will not be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement will be construed as a whole and not strictly for or against any party. If any action or proceeding shall be instituted by either party for enforcement or interpretation of any of the rights or remedies in or under this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses incurred by the prevailing party in such action and any appeal therefrom, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

15. **No Waiver.** The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.
16. **General Provisions.** This Agreement may be signed in one or more counterparts with the same effect as if the parties executing the counterparts had all executed one document. The executed counterparts taken together will be deemed the original Agreement. The recitals set forth above and exhibits attached hereto are incorporated in this Agreement by this reference. This Agreement will be construed, applied and enforced in accordance with the laws of the State of Utah and will be recorded in the official real estate records of Box Elder County, Utah.

[signatures and acknowledgments on following pages]

IN WITNESS WHEREOF, Young has executed the foregoing Agreement to be effective as of the Effective Date.

YOUNG RESOURCES LTD. PARTNERSHIP,
a Utah limited partnership

By: Charles M. Young
Print Name: CHARLES M. YOUNG
Title: PARTNER

STATE OF UTAH)
COUNTY OF Box Elder ss.

The foregoing instrument was acknowledged before me this 15 day of August, 2017, by Charles M. Young, the partner of Young Resources Ltd. Partnership, a Utah limited partnership.

Emily Ketsdever
NOTARY SIGNATURE AND SEAL



IN WITNESS WHEREOF, Compass has executed the foregoing Agreement to be effective as of the Effective Date.

COMPASS MINERALS OGDEN INC.,
a Delaware corporation

By: [Signature]
Print Name: Joseph Havasi
Title: Director, Natural Resources

STATE OF Kansas)
~~UTAH~~ : ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 15th day of September, 2017, by Joseph Havasi, the Director, Natural Resources of Compass Minerals Ogden Inc., a Delaware corporation.

[Signature]
Notary Public

JENNIFER L. RUNYAN
Notary Public - State of Kansas
My Appt. Expires 10/21/2019

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EXHIBIT A TO EASEMENT

(Description of the Young Property)

Real Property located in Box Elder County, State of Utah, more particularly described as follows:

Section 27, Township 9 N., Range 11 W., S.L.B.M.	Parcel ID #03-010-0019
Section 35, Township 9 N., Range 11 W., S.L.B.M.	Parcel ID #03-010-0027
Section 11, Township 8 N., Range 11 W., S.L.B.M.	Parcel ID #02-013-0007
Section 13, Township 8 N., Range 11 W., S.L.B.M.	Parcel ID #02-013-0008
Section 19, Township 8 N., Range 10 W., S.L.B.M.	Parcel ID <u>#02-012-0002</u> 02-012-0027, 0045, 0046

EXHIBIT B TO EASEMENT
(Description and Depiction of Easement Area)

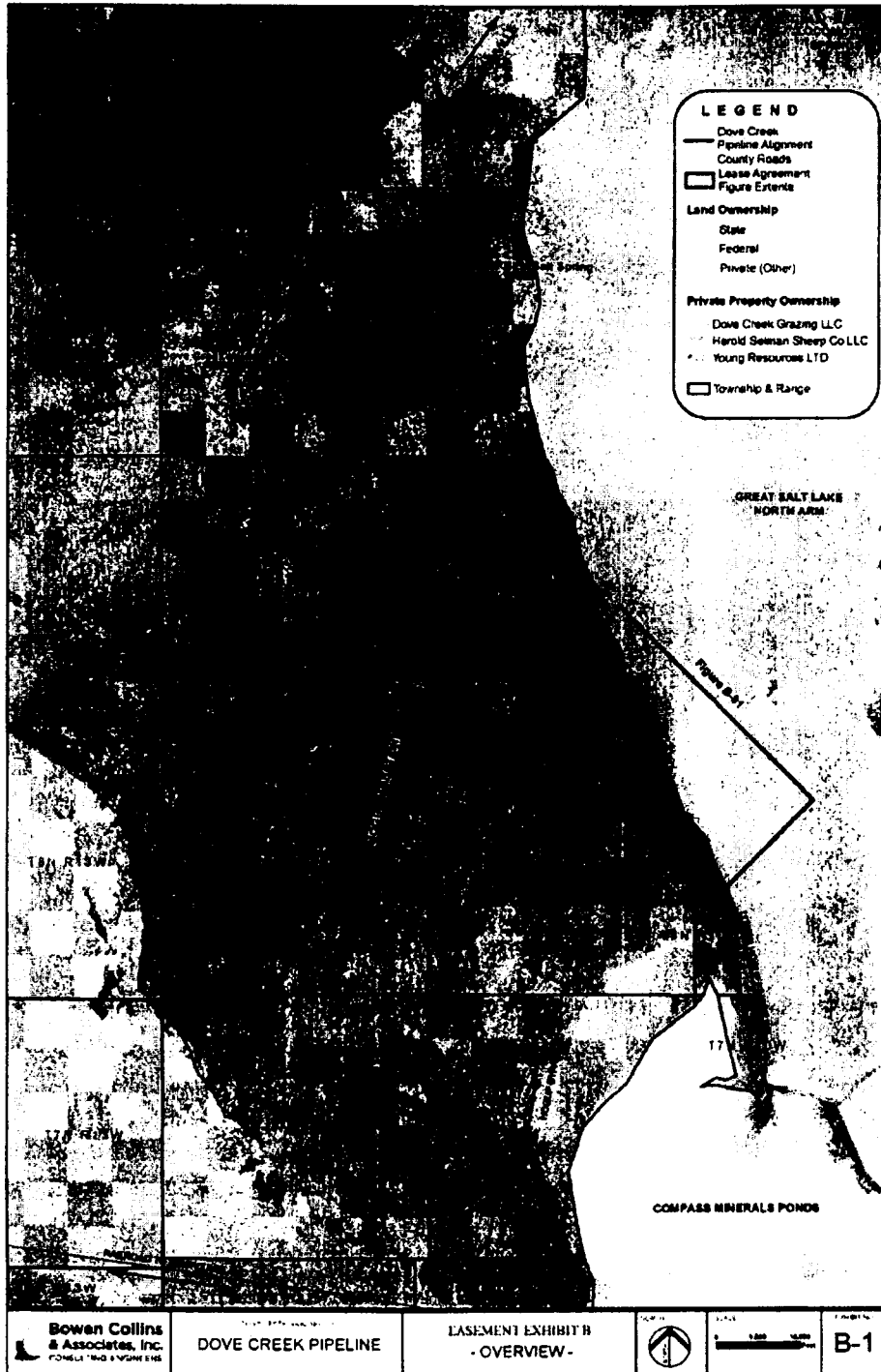


Exhibit B -1