Compass Minerals

M/0057/0002
TASK 3085
ecl cunn

Great Salt Lake Minerals Corporation
A Compass Minerals Company

Great Salt Lake Minerals Corporation
765 North 10500 West
Ogden, Utah 84404
www.gslminerals.com
T (801) 731-3100

0005

July 27, 2009

Dear Mr. Kunzler,

In order to comply with requests by the Utah Division of Oil Gas and Mining, please find enclosed two copies of the combined mining plan for Great Salt Lake Minerals Corporation. We look forward to the opportunity to discuss this plan and to work to bring it into compliance with your expectations.

Thank you.

Mark K. Reynolds
Raw Material Development Manager
Great Salt Lake Minerals Corporation

RECEIVED
JUL 27 2009
DIV. OF OIL, GAS & MINING

0005

GREAT SALT LAKE MINERALS
M/057/002

HISTORY

The State of Utah minerals leases for the 89,000 acres, the present site of the Great Salt Lake Minerals Corporation (GSLM&CC) operation were originally held by Dix R. Turnbow, N.G. Morgan Sr., Virgil V. Peterson, and Morgan Peterson Enterprises, Inc. These rights were transferred to Lithium Corporation, a predecessor of GSLM&CC through an agreement dated October 1, 1963. Initially the Lithium Corporation operated a solar evaporation complex to extract, via solar evaporation, minerals from the brines of the Great Salt Lake. The complex consisted of a brine supply system and initially 17,000 acres of ponds and processing and support facilities. The solar ponds are located on a portion of the 89,000 acres of land leased from the State of Utah under minerals lease agreements numbers ML 19024-SV, 19059-SV, 21708-SV, 22782-SV, 23023-SV, 24189-SV(Canceled), 24631-SV, 25384-SV(Canceled), 25859-SV, and R-W 1073.

These rights were acquired by GSLM&CC, a subsidiary of Gulf Resources and Chemicals Corporation. And in 1977 GSLM&CC applied for a large mine permit for the site under the Utah Mined Land Reclamation Act (the year the Act was enacted).

On March 4, 1983, prior to permit approval, GSLM&CC modified their application to request variances from the following M-Rules; M-10(1)-Demolition, M-10(3) Reclamation, and M-10(4) Revegetation Standards. Also included with this correspondence, was a revision of the initial application to expand their operation to 34,000 acres. The tentative approval for the Little Mountain Mine permit application was issued by the Division on March 15, 1983, pending Board approval. On March 24, 1983 the Board of Oil, Gas and Mining issued tentative approval pending receipt of GSLM&CC's plan to sample soils in borrow pits and a revegetation plan. This information was submitted to the Division on April 14, 1983. The approved permit application indicated a property position of 89,000 acres leased from the State of Utah and 4,000 acres of fee land. This permit approval allowed for 34,000 acres to be covered with ponds and 1,000 acres of plant site and other auxiliary facilities.
(Documentation included in Appendix 1)

The processing plant constructed on Little Mountain land encompasses ~500 acres as a part of an industrial site. The area was leveled and graded before construction of the buildings and conveying systems. Excess materials excavated from the site were used for building dikes. The attached drawing SK61077 shows the solar pond layout and the properties either owned or leased by GSLM&CC. These lands are leased from the Division of Forestry, Fire & State Land (FFSL) and State Institutional Lands Administration (SITLA).

The initial mining sequence consisted of pumping brine from the North Arm of the Great Salt Lake. The brine was pumped from the Great Salt Lake under water rights granted by the State. The brines flow by gravity to the east side of Promontory mountains and are distributed through a series of solar ponds (refer to GSL drawing SK 61007). As evaporation takes place, potassium, sodium and magnesium salts are deposited

RECEIVED
JUL 27 2009
DIV. OF OIL, GAS & MINING

Excess, unused salts deposited in the pond bottoms are redissolved with Bear River water and flushed back into the Great Salt Lake.

At the end of the evaporation season, the ponds are drained and the products are harvested and fed to the production plant. The following products are produced and marketed:

Sulfate of Potash	K_2SO_4
Sodium Sulfate	Na_2SO_4
Sodium Chloride	Na_2Cl_2
Magnesium Chloride	$MgCl_2$

The extraction of minerals from the brine on GSL's leased lands is covered by a royalty agreement with the State of Utah. The terms of the mineral lease are connected to the duration of the royalty agreement which lasts as long as minerals are produced and sold from the land and a minimum royalty is paid to the State.

The total mineral reserves in the Great Salt Lake are sufficient to provide raw material for GSL's facilities, including future planned expansions, and other existing producers on the lake for about 200 years. Future products for the minerals extracted from the lake are possible and planned. All unused minerals in the pond system or plant effluent are returned to the lake as provided in the Royalty Agreement.

On July 3, 1991 GSLM&CC filed a NOI to Amend Mining Operations. This amendment proposed to expand the present solar pond system. The expansion included (1) dredging an underwater channel (Behren's trench) approximately 20 miles long in the north arm of the Great Salt Lake from the west side of Promontory Point to Lakeside, Utah. State lease ESMT 95, easement for Behren's trench, was acquired at this time for the trench alignment; (2) constructing an 8.5 mile dike from Strong's Knob near Lakeside to Finger Point Mountain to form solar ponds; (3) constructing an access road approximately 3 miles long from Lakeside railroad right of way north to Strong's Knob, ESMT 96 was issued for this activity: and (4) constructing a pumping stations on the new dike for pumping brine in and out of the proposed solar pond. The expansion was covered under ML 19024-SV, and an additional mineral lease (ML 44607-SV) which was acquired from the State of Utah on June 17, 1991 to provide lease rights for the additional impacted area. Borrow material for these activities would be obtained from a lease located in the North ½ of the SW ¼ and the NW ¼ of Sec 9, T6N-R9W, SLB&M (ML 50730-MP). On August 16, 1991 GSLM&CC received partial approval from DOGM for this plan and on August 29, 1991 received conditional approval. This approval was conditioned on clarification of GSLM&CC's operation practices, reclamation plans, impact assessment, variances, and submission of maps clearly locating the proposed disturbance at Strong's Knob borrow area. On September 16, 1991 additional information in the form of maps & drawings, operation practices and reclamation plan was submitted to DOGM by GLSM&CC. This letter documented the

variance approval that the Strong's Knob borrow pit would not be recontoured, topsoiled or reseeded.

(Documentation included in Appendix 2)

In 1998 the Harris Chemical Group (dba as GSLM&CC) merged with IMC Global, Inc., and the name of the company was changed to IMC Kalium Ogden Corporation. In 2001 IMC Global, Inc. then sold its salt holdings including the Ogden operation to Apollo Management, LP. This business entity is now known as Compass Minerals Group. This group in turn renamed the operation Great Salt Lake Minerals Corporation (GSL). In 2002 GSL requested that the permit name be changed from Little Mountain to GSL to allow for a more recognizable name in the market place.

On February 9, 1998 GSL filed a NOI to Revise Mining Operations at the site. This amendment was filed to allow GSL to construct a dredged intake canal on the west side of the Lake feeding the #1 west pond pump stations. This canal would be 10 to 30 feet wide and 18,750 feet long. Also included in the application was GSL's intention to construct a barrier dike which is about 17 miles long and would be located north of Strong's Point. The purpose of the dike would be to prevent surface runoff from entering the evaporation ponds.

(Documentation included in Appendix 3).

On May 14, 2004 GSL filed a NOI to Revise Mining Operations for activity planned on the west side of the lake near Strong's Point. The work involved the establishment for the relocation of several pump stations, a living quarters, and dike through the southeast portion of a permitted facility already established there (112 pond). This dike would essentially divide pond 112 and establish ponds 112 &113.

(Documentation included in Appendix 4).

On September 16, 2004 GSL applied to DOGM to add solar pond 1B to their permitted operations area. This pond was located on the east side of Promontory Point and due east of Pond 1A and of the Bear River Channel. The pond construction was located on the lake bed therefore will have no reclamation liability except the allowance for dike breaching upon closure. On October 8, 2004 DOGM gave formal approval of this permit revision

(Documentation included in Appendix 5).

At the present time the solar pond complex consists of: pumping stations, pipelines, flumes, timber bridges, canals, the Behren's trench (~21 miles), the intake canal (~3.5 miles), and diked ponds to transfer and process brines. The ponds area contained in the 1977 permit application encompassed 17,000 acres which has since been expanded to ~47,400 acres to date. The pond dikes are constructed with borrowed materials and imported gravel materials. The roads and dikes are maintained with borrowed material from one of several borrow pits located on Strong's Point, Promontory Point and Little Mountain. At this time several hundred miles of dikes exist at the site.

At the present time GSL operates under the following Division of Forestry, Fire and State Lands (FFSL) and State Institution Trust Lands Administration (SITLA) solar pond leases:

Great Salt Lake Minerals Leases/Easements

Solar Pond Leases

Regulatory Office	Lease ID	Location	County
FFSL	ML 19024-SV	East Ponds	Box Elder
FFSL	ML 19059-SV	East Ponds	Box Elder
FFSL	ML 21708-SV	East Ponds	Box Elder
FFSL	ML 22782-SV	East Ponds	Box Elder
FFSL	ML 23023-SV	Promontory (PS 1)	Box Elder
FFSL	ML 24631-SV	East Ponds	Box Elder
FFSL	ML 25859-SV	East Ponds	Box Elder
FFSL	ML 43388-SV	Promontory (PS 1)	Box Elder
FFSL	ML 44607-SV	West Ponds	Box Elder
SITLA	SULA 1186	West of Pond 114	Box Elder

Non-Solar Leases/Easements

Regulatory Office	Lease ID	Location	County
FFSL	ESMT 95	Behren's Trench	Box Elder
FFSL	SOV-0002-400	PS 113 Inlet Canal	Box Elder
SITLA	ML 50730 MP	Strong's Knob	Box Elder
SITLA	ESMT 96	S.Knob Access Road	Box Elder
SITLA	ESMT 143	PS 112 Flush Line	Box Elder

Inactive Leases/Easements

Regulatory Office	Lease ID	Location	County
FFSL	ML 24189	Promontory (West	Box Elder
FFSL	ESMT 96	S.Knob Access Road	Box Elder
FFSL	ESMT 97	Willard Canal	Weber

The existing terrain in the solar ponds was not disturbed with exception of borrow ditches adjacent to the dikes. Approximately 95 per cent of the area covered by ponds was undisturbed during the construction of the ponds. Also before construction of the dikes, the pond areas were mud flats with essentially no vegetation present. Depending on the level of the lake, portions of these ponds areas was inundated by the lake. The minerals precipitated on the mud flat during evaporation can be redissolved with water to expose the undisturbed pond floor upon closure. This is done routinely to dispose of large volumes of salt precipitated in the ponds which cannot be sold economically as required under the lease agreement.

Upon closure the lease agreement with the State of Utah provides that the lessee will remove all personal property, equipment, machinery, buildings and tools from the land. A total of 20 pump stations associated with the west ponds would be removed, the West Desert pond main dike would be breached every mile and the West Desert access road crossing 1¼ miles of State lease would be breached every ½ mile. All borrow pits would be regraded to 45 degree slopes, if necessary, and those portions containing sufficient growth medium would be revegetated.

The Weber County Commission has deemed that the process plant is situated within an existing industrial park and therefore could have a post-mine use for that purpose. Therefore the plant site does not reflect a liability and is not included in the reclamation bond calculations. A total of six borrow pits totaling 185.8 acres have been used during the life of this operation. Upon closure some portions of these areas will be regraded, if necessary, and revegetated, (where sufficient growth medium exists, no soils will be imported). The Bear River pond dikes may be left in place if the Utah Wildlife Management Group should decide to utilize these ponds as wildlife habitat. If this Group should decide not to accept these areas then the dikes will receive the same approved reclamation treatment as the rest of the site.

I. Rule R647-4-104 - Operator(s), Surface and Mineral Owners

The Permittee / Operator must provide the name, address and telephone number of the individual or company who will be responsible for the proposed operation. **Business entities listed as the Permittee / Operator, must include names and titles of the corporate officers on a separate attachment.**

1. **Mine Name**: Great Salt Lake Minerals Corporation

2. Legal name of entity (or individual) for whom the permit is being requested: Great Salt Lake Minerals Corporation
   Mailing Address: 765 North 10500 West
   City, State, Zip: Ogden, Utah 84404
   Phone: (801) 731-3100 Fax: (801) 731-4881
   E-mail Address:

   Type of Business: Corporation (X) LLC ( ) Sole Proprietorship (dba) ( )
   Partnership ( ) General_____ or _____limited
   Or:
   Individual ( )

   Entity must be registered (and maintain registration) with the State of Utah, Division of Corporations (DOC) www.commerce.utah.gov.
   Are you currently registered to do business in the State of Utah? Yes X No ____
   Entity # 601787-0143
   If no, contact www.commerce.utah.gov to renew or apply.
   Local Business License # 111 (if required)
   Issued by: County WEBER or City

   Registered Utah Agent (as identified with the Utah Department of Commerce) *(if individual leave blank)*:
   Name: National Registered Agents, Inc Title: Agent
   Address: 3622 West Bay Circle
   City, State, Zip: Lehi, Utah 84043
   Phone: (801) 732-3327 Fax: (801) 731-4881
   E-mail Address:

3. **Permanent Address**: Great Salt Lake Minerals Corporation
   765 North 10500 West
   Ogden, UT 84404
   Phone: (801) 732-3327 Fax: (801) 731-4881

4. **Contact Person(s)** *Please provide as many contacts as necessary.*
   Name: Mark Reynolds Title: Raw Materials Development Manager
   Address: 765 North 10500 West
   City, State, Zip: Ogden, Utah 84404
   Phone: (801) 732-3327 Fax: (801) 731-4881
   Emergency, Weekend, or Holiday Phone:
   E-mail Address: reynoldsm@compassminerals.com

Contact person to be notified for: permitting (X) surety (X) Notices (X) (please check all that apply)

5. **Location of Operation**:

Mineral Lease	Division	Section	Township	Range
ML19024	All	7	6N	4W
ML19024	W1/2	8	6N	4W
ML19024	W1/2	17	6N	4W
ML19024	Part	18	6N	4W
ML19024	Part	20	6N	4W
ML19024	SE1/4, S1/2 S1/2 SW1/4	1	6N	5W
ML19024	S1/2 S1/2 SE1/4	2	6N	5W
ML19024	Part	10	6N	5W
ML19024	Part	11	6N	5W
ML19024	W1/2	12	6N	5W
ML19024	Part	13	6N	5W
ML19024	Part	14	6N	5W
ML19024	Part	15	6N	5W
ML19059	Part	22	6N	5W
ML19059	All	23	6N	5W
ML19059	All	24	6N	5W
ML19059	N1/2 of N1/2	26	6N	5W
ML19059	Part	27	6N	5W
ML19059	Part	28	6N	5W
ML22782	All	25	7N	4W
ML22782	All	26	7N	4W
ML22782	All	27	7N	4W
ML22782	All	28	7N	4W
ML22782	All	29	7N	4W
ML22782	All	30	7N	4W
ML22782	All	31	7N	4W
ML22782	All	32	7N	4W
ML22782	All	33	7N	4W
ML22782	All	34	7N	4W
ML22782	All	35	7N	4W
ML22782	All	36	7N	4W
ML23023	Part	3	6N	6W
ML23023	All	4	6N	6W
ML23023	All	5	6N	6W
ML23023	All	8	6N	6W
ML23023	All	9	6N	6W
ML23023	Part	10	6N	6W
ML23023	Part	11	6N	6W
ML23023	Part	14	6N	6W
ML23023	All	15	6N	6W
ML23023	All	16	6N	6W
ML23023	All	17	6N	6W
ML23023	All	20	6N	6W

ML23023	All	21	6N	6W
ML23023	All	22	6N	6W
ML23023	Part	23	6N	6W
ML23023	Part	25	6N	6W
ML23023	Part	26	6N	6W
ML23023	Part	27	6N	6W
ML23023	All	28	6N	6W
ML23023	All	29	6N	6W
ML23023	N1/2, N1/2 of S1/2	30	6N	6W
ML23023	All	32	6N	6W
ML23023	All	33	6N	6W
ML23023	All	34	6N	6W
ML23023	All	35	6N	6W
ML23023	Part	36	6N	6W
ML24631	All	19	7N	4W
ML24631	All	20	7N	4W
ML24631	All	21	7N	4W
ML25859	Part	5	6N	3W
ML25859	Part	6	6N	3W
ML25859	Part	20	7N	3W
ML25859	Part	17	7N	3W
ML25859	Part	18	7N	3W
ML25859	Part	19	7N	3W
ML25859	Part	30	7N	3W
ML25859	Part	31	7N	3W
ML25859	Part	32	7N	3W
ML25859	Part	13	7N	4W
ML25859	Part	14	7N	4W
ML25859	Part	15	7N	4W
ML25859	Part	16	7N	4W
ML25859	Part	17	7N	4W
ML25859	Part	18	7N	4W
ML25859	Part	22	7N	4W
ML25859	Part	23	7N	4W
ML25859	Part	24	7N	4W
ML25859	Part	29	7N	3W
ML43388	Part	23	6N	6W
ML43388	Part	25	6N	6W
ML43388	Part	26	6N	6W
ML43388	Part	27	6N	6W
ML44607	All	4	6N	9W
ML44607	All	5	6N	9W
ML44607	All	6	6N	9W
ML44607	All	7	6N	9W

ML44607	All	8	6N	9W
ML44607	All	9	6N	9W
ML44607	All	1	6N	10W
ML44607	All	2	6N	10W
ML44607	All	3	6N	10W
ML44607	All	4	6N	10W
ML44607	All	5	6N	10W
ML44607	All	6	6N	10W
ML44607	Part	7	6N	10W
ML44607	Part	8	6N	10W
ML44607	All	9	6N	10W
ML44607	All	10	6N	10W
ML44607	All	11	6N	10W
ML44607	All	12	6N	10W
ML44607	All	13	6N	10W
ML44607	All	14	6N	10W
ML44607	All	15	6N	10W
ML44607	All	16	6N	10W
ML44607	Part	17	6N	10W
ML44607	All	1	6N	11W
ML44607	All	2	6N	11W
ML44607	Part	3	6N	11W
ML44607	Part	11	6N	11W
ML44607	Part	12	6N	11W
ML44607	All	31	7N	9W
ML44607	Part	6	7N	10W
ML44607	Part	7	7N	10W
ML44607	All	15	7N	10W
ML44607	All	16	7N	10W
ML44607	All	17	7N	10W
ML44607	All	18	7N	10W
ML44607	All	19	7N	10W
ML44607	All	20	7N	10W
ML44607	All	21	7N	10W
ML44607	All	22	7N	10W
ML44607	All	26	7N	10W
ML44607	All	27	7N	10W
ML44607	All	28	7N	10W
ML44607	All	29	7N	10W
ML44607	All	30	7N	10W
ML44607	All	31	7N	10W
ML44607	All	32	7N	10W
ML44607	All	33	7N	10W
ML44607	All	34	7N	10W
ML44607	All	35	7N	10W
ML44607	All	36	7N	10W
ML44607	Part	1	7N	11W
ML44607	Part	11	7N	11W

ML44607	Part	12	7N	11W
ML44607	All	13	7N	11W
ML44607	Part	14	7N	11W
ML44607	Part	15	7N	11W
ML44607	Part	22	7N	11W
ML44607	All	23	7N	11W
ML44607	All	24	7N	11W
ML44607	All	25	7N	11W
ML44607	All	26	7N	11W
ML44607	Part	27	7N	11W
ML44607	Part	34	7N	11W
ML44607	All	35	7N	11W
ML44607	All	36	7N	11W
ML44607	Part	31	8N	10W
ML21708	NE1/4	1	6N	5W
SUA 1186	All	2	7N	11W
SUA 1186	E1/2	6	37 S.	24 E
SUA 1186	All	36	8N	11W
ML50730	Part	9	6N	9W
ML51502	S1/2, S1/2 N1/2	29	6N	9W
ML51502	SE1/4, S1/2 NE1/4	30	6N	9W
ML51502	N1/2	32	6N	9W

The names of the surface and mineral owners for any areas which are to be impacted by mining must be provided to the Division. This list should include all private, state and federal ownership and the owners of lands immediately adjacent to the project areas.

6. **Ownership of the land surface** (circle all that apply):
(X)Private (Fee), Public Domain (BLM), National Forest (USFS), (X) State of Utah (SITLA) or other: Forestry, Fire, & State Lands

Name: State of Utah (SITLA) Address: 675 E. 500 S. Salt Lake City, Utah 84102
Name: Great Salt Lake Minerals Address: 765 North 10500 West Ogden, Utah 84404
Name: Forestry, Fire & State Lands Address: 1594 W. North Temple, Suite 3520
Salt Lake City, Utah 84114

Owner(s) of record of the minerals to be mined (circle all that apply):
Private (Fee), Public Domain (BLM), National Forest (USFS), (X) State of Utah (SITLA), (FFSL) or other:

Name: State of Utah (SITLA) Address: 675 E 500 S Salt Lake City, Utah 84102
Name: Forestry, Fire & State Lands Address: 1594 W. North Temple, Suite 3520
Salt Lake City, Utah 84114

8.
Utah State Lease Number(s): ML 19024-SV, 19059-SV, 21708-SV, 22782-SV, 23023-SV, 24631-SV, 25859-SV, 43388-SV, 44607-SV, SULA 1186, ESMT 95, SOV-0002-400, ML 50730-MP, ESMT 96, and ESMT 143

Name of Lessee(s): Compass Minerals Group dba Great Salt Lake Minerals Corp.

9. **Adjacent land owners:**

Name: BLM Address: 440 W. 200S. Suite 500
Salt Lake City, Utah 84101
Name: Utah Sovereign Lands Address: 1594 W. North Temple Suite 3520
Salt Lake City, Utah 84114
Name: SITLA Address: 675 East 500 South Suite 500
Salt Lake City, Utah 84102
Name: Dee's Inc. Address: 777 E. 2100 S. Salt Lake City, Utah

10. **Have the land, mineral and adjacent land owners been notified in writing?**
Yes X No _____

If no, why not?

_____

11. **Does the Permittee / Operator have legal right to enter and conduct mining operations on the land covered by this notice?** Yes X No _____.

II. Rule R647-4-105 - Maps, Drawings & Photographs

105.1 - Base Map

A complete and correct topographic base map (or maps) with appropriate contour intervals must be submitted with this notice showing all of the items on the following checklist. The scale should be approximately 1 inch = 2,000 feet (preferably a USGS 7.5 minute series or equivalent topographic map where available). The map(s) must show the location of lands to be affected in sufficient detail to allow measurement of the proposed area of surface disturbance.

Base Map Checklist

Please check off each section to verify these features are included on the map(s) or explain why it is not applicable. Please add the map identification name or number which shows these features.

Check			Map ID
			Site Map
X	(a)	Property boundaries of surface ownership of all lands which are to be affected by the mining operations;	800-11-05-027 Pondmaster (2)
X	(b)	Perennial, intermittent, or ephemeral streams, springs and other bodies of water; roads, buildings, landing strips, electrical transmission lines, water wells, oil and gas pipelines, existing wells or boreholes, or other existing surface or subsurface facilities within 500 feet of the proposed mining operations;	100-11-5-88
X	(c)	Proposed route of access to the mining operations from nearest publicly maintained highway (Map scale appropriate to show access);	800-11-05-027
X	(d)	Known areas which have been previously impacted by mining or exploration activities within the proposed land affected;	SK-61077 820-01-5-008
X	(e)	Areas proposed to be disturbed or reclaimed over the life of the project or other suitable time period.	800-11-05-019 800-11-03-020

105.2 - Surface Facilities Map

Surface Facilities Map Checklist

Surface facilities maps should be provided at a scale of not less than 1" = 500'.

Please check off each section to verify these features are included on the map(s) or explain why it is not applicable. Please add the map identification name or number which shows these features.

Check			Map ID
X	(a)	Proposed surface facilities, including but not limited to: buildings, stationary mining/processing equipment, roads, utilities, power lines, proposed drainage control structures, and the location of topsoil storage areas, overburden/waste dumps, tailings or processed waste facilities, disposal areas for overburden, solid and liquid wastes, and wastewater discharge treatment and containment facilities;	00-50-126 800-11-5-019 800-06-5-009
X	(b)	A border clearly outlining the extent of the surface area proposed to be affected by mining operations, and the number of acres proposed to be affected;	Site Map Pondmaster (2)
NA	(c)	The location of known test borings, pits, or core holes.	

105.3 - Additional Maps

Reclamation Treatments Map Checklist

Please check off each section to verity these features are included on the map(s) or explain why it is not applicable. Please add the map identification name or number which shows these features.

Check			Map ID
NA	(a)	Areas of the site to receive various reclamation treatments shaded, cross hatched or color coded to identify which reclamation treatments will be applied. Areas would include: buildings, stationary mining/processing equipment, roads, utilities, proposed drainage improvements or reconstruction, and sediment control structures, topsoil storage areas, waste dumps, tailings or processed waste facilities, disposal areas for overburden, solid and liquid wastes, ponds, and wastewater discharge, treatment and containment facilities. Reclamation treatments may include ripping, regrading, replacing soil, fertilizing, mulching, broadcast seeding, drill seeding, and hydroseeding:	

NA (b) A border clearly outlining the extent of the area to be reclaimed after mining, the number of acres disturbed, and the number of acres proposed for reclamation:

X (c) Areas disturbed by this operation which are included in a request for a variance from the reclamation standards: Pondmaster (2) 101-11-05-002 101-11-05-039

X (d) Highwalls which are proposed to remain steeper than 45 degrees and slopes which are proposed to remain steeper than 3 horizontal: 1 vertical. 101-01-05-036

Note: Areas included in sections c & d will need to be referenced in the variance request section. Please shade or color code these areas on this map.

Additional maps and cross sections may be required in accordance with Rule R647-4-105.3. Design drawings and typical cross-sections for each tailings pond, sediment pond, or other major drainage control structures must also be included.

III. Rule R647-4-106 - Operation Plan

106.1 - Mineral(s) to be mined: Sulfate of Potash, Sodium Sulfate, Sodium Chloride, Magnesium Chloride.

106.2 - Type of Operation Conducted:

At the present time GSL operates under the following Division of Forestry, Fire and State Lands (FFSL) and State Institution Trust Lands Administration (SITLA) solar pond leases.

The existing terrain in the solar ponds was not disturbed with exception of borrow ditches adjacent to the dikes. Approximately 95 per cent of the area covered by ponds was undisturbed during the construction of the ponds. Also before construction of the dikes, the pond areas were mud flats with essentially no vegetation present. Depending on the level of the lake, more or less of these ponds areas was inundated by the lake. The minerals precipitated on the mud flat during evaporation can be redissolved with water to expose the undisturbed pond floor upon closure. This is done routinely to dispose of large volumes of salt precipitated in the ponds which cannot be sold economically as required under the lease agreement.

Upon closure the lease agreement with the State of Utah provides that the lessee will remove all personal property, equipment, machinery, buildings and tools from the land. A total of 20 pump stations would be removed, the West Desert pond main dike would be breached every mile and the West Desert access road

crossing 1¼ miles of State lease would be breached every ½ mile. All borrow pit would be regraded to 45 degree slopes, if necessary, and those portions containing sufficient growth medium would be revegetated.

The Weber County Commission has deemed that the process plant is situated within an existing industrial park and therefore could have a post-mine use for that purpose. Therefore the plant site does not reflect a liability and is not included in the reclamation bond calculations. A total of six borrow pits totaling 185.8 acres have been used during the life of this operation. Upon closure some portions of these areas will be regraded, if necessary, and revegetated (where sufficient growth medium exists, no soils will be imported). The Bear River pond dikes may be left in place if the Utah Wildlife Management Group should decide to utilize these ponds as wildlife habitat. If this Group should decide not to accept these areas, then the dikes will receive the same approved reclamation treatment as the rest of the site.

The extraction of minerals from the brine on GSL's leased lands is covered by a royalty agreement with the State of Utah. The terms of the mineral lease are connected to the duration of the royalty agreement which lasts as long as minerals are produced and sold from the land and a minimum royalty is paid to the State.

The total mineral reserves in the Great Salt Lake are sufficient to provide raw material for GSL's facilities, including future planned expansions, and other existing producers on the lake for about 200 years. Future products from the minerals extracted from the lake are possible and planned. All unused minerals in the pond system or plant effluent are returned to the lake as provided in the Royalty Agreement.

106.3 - Estimated Acreage

Acreage listed here should match areas measured off the maps provided.

Areas of actual mining:	~ 47,400
Overburden/waste dumps:	
Ore and product stockpiles:	
Access/haul roads:	
Associated on-site processing facilities:	~ 500
Tailings disposal:	
Other - Please describe: Borrow Pits	
Total Acreage	~47,900

106.4 - Nature of material including waste rock/overburden and estimated tonnage

Describe the typical annual amount of the ore and waste rock/overburden to be generated, in cubic yards. Where does the waste material originate? What is the nature of the overburden/wastes (general chemistry/mineralogy and description of geologic origin)? Will it be in the form of fines or coarse material? What are the typical particle size and size fractions of the waste rock?

Thickness of overburden:	N/A	ft.
Thickness of mineral deposit:	N/A	ft.
Estimated annual volume of overburden:	N/A	cu. yds.
Estimated annual volume of tailings/reject materials:	N/A	cu. yds.
Estimated annual volume of ore mined:	N/A	. yds.

Overburden/waste description: There is no overburden

106.5 - Existing soil types, location of plant growth material

Specific information on existing soils to be disturbed by mining will be required. General soils information may not be sufficient.

Provide specific descriptions of the existing soil resources found in the area. Soil types should be identified along with depth and extent, especially those to be directly impacted by mining.

Soils - The plan shall include an Order 3 Soil Survey (or similar) and map. This information is needed to determine which soils are suitable for stockpiling for revegetation. This soil data may be available from the local Natural Resources Conservation Service office, or if on public lands, from the land management agency. The map needs to be of such scale that soil types can be accurately determined on the ground (see Attachment I).

(a) Each soil type to be disturbed needs to be field analyzed for the following:

Depth of soil material	The mineral deposit does not have any over burden The mine is located in the lake bed The borrow pits contained minimal soil	
Volume (for stockpiling)	N/A	cu. yds.
Texture (field determination		
pH (field determination) (cross reference with item 106.6)		

(b) Where there are problem soil areas (as determined from the field examination) laboratory analysis may be necessary. Soil samples to be sent to the laboratory for analysis need to be about one quart in size, properly labeled, and in plastic bags. Each of the soil horizons on some sites may need to be sampled. Soil sample locations need to be shown on the soils map. Soil analysis for these samples should include: texture, pH, Ec (conductivity), CEC (Catoin Exchange Capacity), SAR, % Organic Matter, Total N, Available Phosphorus (as P_2O_5), Potassium (as K_2O), and acid/base potential.

106.6 - Plan for protecting and redepositing existing soils

Thickness of soil material to be salvaged and stockpiled: N/A inches
Area from which soil material can be salvaged: (show on map) N/A acres
Volume of soil to be stockpiled: N/A cu. yds.
(cross reference with item 106.5 (a))

Describe how topsoil or subsoil material will be removed, stockpiled and protected.

106.7 - Existing vegetative communities to establish revegetation success

Vegetation - The Permittee / Operator is required to return the land to a useful condition and reestablish at least 70 percent of the premining vegetation ground cover.

Provide the Division with a description of the plant communities growing onsite and the percent vegetation cover for each plant community located on the site. Describe the methodology used to obtain these values.

The percent ground cover is determined by sampling the vegetation type(s) on the areas to be mined (see Attachment I for suggested sampling methods).

(a) Vegetation Survey - The following information needs to be completed based upon the vegetation survey:

Sampling method used _____
Number of plots or transects (10 minimum) _____

Ground Cover	Percent
Vegetation (perennial grass, forb and shrub cover)	
Litter	
Rock/rock fragments	
Bare ground	100%
Revegetation Requirement (70 percent of above vegetation figure)	%

Indicate the vegetation community(ies) found at the site.

List the predominant perennial species of vegetation growing in each vegetation community type.

_____ _____
_____ _____
_____ _____
_____ _____

(b) Photographs - The Permittee / Operator may submit photographs (prints) of the site to show existing vegetation conditions. These photographs should

show the general appearance and condition of the area to be affected and may be utilized for comparison upon reclamation of the site. Photographs should be clearly marked as to the location, orientation and the date they were taken.

106.8 - Depth to groundwater, overburden material & geologic setting

Describe the approximate depth to groundwater in the vicinity of the operation based on the completion of any monitoring or water wells in the area. Please show the location of these wells on the base map.

Depth to groundwater _____Unknown_____ ft.

Provide a narrative description of the geology of the area and/or a geologic cross section.

106.9 - Location and size of ore and waste stockpiles, tailings and treatment ponds, and discharges

The process does not produce waste or ore stockpiles.
The present pond area at the site encompasses ~47,400 acres.

There is no overburden removed when constructing a pond

V. **Rule R647-108 - Hole Plugging Requirements**

Not applicable

VI. **Rule R647-109 - Impact Statement**

109.1 - Surface and groundwater systems

This operation does not result in any impact to surface or ground water.

109.2 - Wildlife habitat and endangered species

This facility is a part of an existing salt water lake which is not conducive to habitation by waterfowl.

109.3 - Existing soil and plant resources

The existing operation is located on the mud flats of the Great Salt Lake therefore does not have any impact as there is no soil impacted.
Borrow areas are located in extremely rocky areas where soils needed for reclamation are unavailable.

109.4 - Slope stability, erosion control, air quality, public health & safety

The only slope stability problems that may exist at the site will be in the permitted borrow area. By permit the highwalls will be left at a 45 degree or less slope angle.

VII. Rule R647-4-110 - RECLAMATION PLAN

110.1 - Current land use and postmining land use

Current or premining land use(s) [other than mining]: None

List future post-mine land-use(s) proposed: Return the area to natural lakebed

(Develop the reclamation plan to meet proposed post-mine land use.)

110.2 - Reclamation of roads, highwalls, slopes, leach pads, dumps, etc.

The reclamation of the solar mining portion of the permit will require breaching of dikes surrounding the pond every mile to allow water to rinse and remove any salt left after the operation ceases. All structures and equipment will be removed from State lands. The process plant is a part of an industrial park and will remain after cessation of operations. GSL will negotiate with the State Fish and Game Commission on the possibility of the leaving ponds in certain areas to create bird refuges. If this is not amenable with the State, GSL will breach the dikes at certain points to remove the salt deposits. All dikes and roads will remain in place, and wave action over time will wash-out and level the dikes.

Borrow pits high walls will be recontoured to a 45 degree angle or less and the pit floors completed so that the pits will not impound water. Revegetation will take place where sufficient soils exist. No plans for soil importation to revegetate the borrow pits are being considered.

110.3 - Surface facilities to be left

All equipment and structures located on State Lands will be removed. The plant site will be left intact for use in the existing industrial park. Allowing the plant to remain as a part of this park was approved by the Weber County Commission of March 29, 1986.

110.4 - Treatment, location and disposition of deleterious materials

No deleterious material is produced at this site. All fuels and associated fluids will be removed when the equipment is taken from the site. If any foundations exists after the removal of structures, they will be broken and buried on site. All trash associated with any demolition will be removed from the site.

110.5 - Revegetation planting program and topsoil redistribution

Only minimal revegetation will take place at the site.

a) Soil Material Replacement
There will be no soil replacement at this site.

b) Seed Bed Preparation
N/A

c) Seed Mixture - List the species to be seeded:

Provide a seed mix listing adaptable plant species and the rate of seeding that will be used at the site for reclamation. More than one seed mix may be needed, depending upon the areas to be reclaimed. Keep the proposed post-mining land use in mind when developing seed mixes.

Example

Species Name	Common Name	Seeding Rate (lbs Pure Live Seed/Acre)

Total lbs/acre _____

(The Division recommends seeding 12-15 lbs./acre of native and introduced adaptable species of grass, forb, and browse seed for drill seeding and 15-20 lbs./acre for broadcast or hydro seeding. The Division can provide assistance in developing reclamation seed mixes if requested).

d) Seeding Method
N/A

e) Fertilization
N/A

f) Other Revegetation Procedures
N/A

VIII. Rule R647-4-112 VARIANCE

Variances were granted in 1983 to the following M Rules.

M-10 (1)	Land Use	The plant site will remain as an industrial park.
M-10 (3)	Impoundments	Utah Wildlife Agreement (pond to remain)
M-10 (14)	Soils	No Importation—Sparse vegetation

Justification for these variances is contained in the attached permit documentation.

IX. Rule R647-4-113 - SURETY

A Reclamation surety must be provided to the Division prior to final approval of this application. In calculating this amount, include the following major tasks:

1) Clean-up and removal of structures.
2) Backfilling, grading and contouring.
3) Soil material redistribution and stabilization.
4) Revegetation (preparation, seeding, mulching).
5) Safety gates, berms, barriers, signs, etc.
6) Demolition, removal or burial of facilities/structures, regrading/ripping of facilities areas.
7) Regrading, ripping of waste dump tops and slopes.
8) Regrading/ripping stockpiles, pads and other compacted areas.
9) Ripping pit floors and access roads.
10) Drainage reconstruction.
11) Mulching, fertilizing and seeding the affected areas.
12) General site clean up and removal of trash and debris.
13) Removal/disposal of hazardous materials.
14) Equipment mobilization.
15) Supervision during reclamation.

To assist the Division in determining a reasonable surety amount, please attach a reclamation cost estimate which addresses each of the above steps. The areas and treatments included in the reclamation treatments map should correspond with items included in the reclamation cost estimate. The reclamation costs used by the Division must be third party costs.

X. PERMIT FEE [Mined Land Reclamation Act 40-8-7(i)]

The Utah Mined Land Reclamation Act of 1975 [40-8-7 (I)] provides the authority for the assessment of permitting fees. Commencing with the 1998 fiscal year (July 1 - June 30), **and revised July 1, 2002,** annual permit fees are assessed to new and existing notices of intention and annually thereafter until the project disturbances are successfully reclaimed by the Permittee / Operator and released by the Division.

Large mining permits require an initial submission fee and annual fee of $500.00 for surface disturbance of 50 or less acres, or a $1,000.00 fee for surface disturbance greater than 50 acres (see page six Section III, Rule R647-4-106.3 for estimated disturbance calculation). The appropriate fee MUST accompany this application or it cannot be processed by the Division.

PLEASE NOTE: If you are expanding from a small mining operation to a large mining operation, the appropriate large mine permit fee, less the annual $150.00 small mine fee (if already paid) MUST accompany this application.

XI. SIGNATURE REQUIREMENT

I hereby certify that the foregoing is true and correct. **(Note: This form must be signed by the owner or officer of the company/corporation who is authorized to bind the company/corporation).**

Signature of Permittee / Operator/Applicant: _____

Name (typed or print): Mark Reynolds

Title/Position (if applicable): Raw Material Development Mgr

Date: 07/27/09

PLEASE NOTE:

Section 40-8-13(2) of the Mined Land Reclamation Act provides for maintenance of confidentiality concerning certain portions of this report. Please check to see that any information desired to be held confidential is so labeled and included on separate sheets or maps.

Only information relating to the location, size or nature of the deposit may be protected as confidential.

Confidential Information Enclosed: ( ) Yes (X) No

SCALING RULES

NOTES:

1. ALL UNDER GROUND PIPE SHALL BE NOW AT WALL THROUGH DISCHARGE PROCESS WATER SOLN.
2. ALL UNDERGROUND PIPING SHALL HAVE COMPLETE COVERING OF 6-TIE COAT PRAIRIE OR ENHANCED PLASTIC WHERE WELDING HAS BEEN PERFORMED. PIPE TO BE COVERED TO WRAPPED.
3. CALL MOUNTAIN BELL TELEPHONE CO. HEAD QUARTERS DETERMINE NEAR CREEK BEFORE TELEPHONE LINES.
4. SEE DRAWING [illegible] FOR CONTINUATION OF UTILITY LINES SOUTH. DRAWING [illegible] FOR CONTINUATION OF UTILITY LINES. [illegible] FOR CONTINUATION TO THE WEST.

LEGEND

POTABLE WATER	
PROCESS WATER	
STEAM LINE	
CONDENSATE LINE	
NATURAL GAS	
PROPANE LIQUID	
PROPANE GAS	
DIESEL FUEL	
GASOLINE	
ELECTRICAL POWER LINE	
ELECTRICAL LIGHT	
TELEPHONE LINE	
INSTRUMENTATION LINE	
SPECIAL WARE CHOICE	
DRAIN	
SEWER LINE	
HOLDING BITTERNS LINE	
PLANT SEWER LOCKLINE	
PLANT WASTE LINE	
SOLID WASTE	
OPEN PITS	
AS BUILT	A.B.
FIELD MEASUREMENT	F.M.
ABOVE GROUND	AG
UNDERGROUND	U.G.
SITE SURVEY MOD	△
SLURRY LINE	
COOLING WATER SUPPLY	
COOLING WATER RETURN	
PLOT LIGHT POWER PLANTS & MOLLY PLANT	
FIRE BELL OFF	

STOCK PILE AREA
NaCl RAW MATERIAL

STOCK PILE AREA
K_2SO_4 RAW MATERIAL

STOCK PILE AREA
K_2SO_4 RAW MATERIAL

WET PROCESS BUILDING

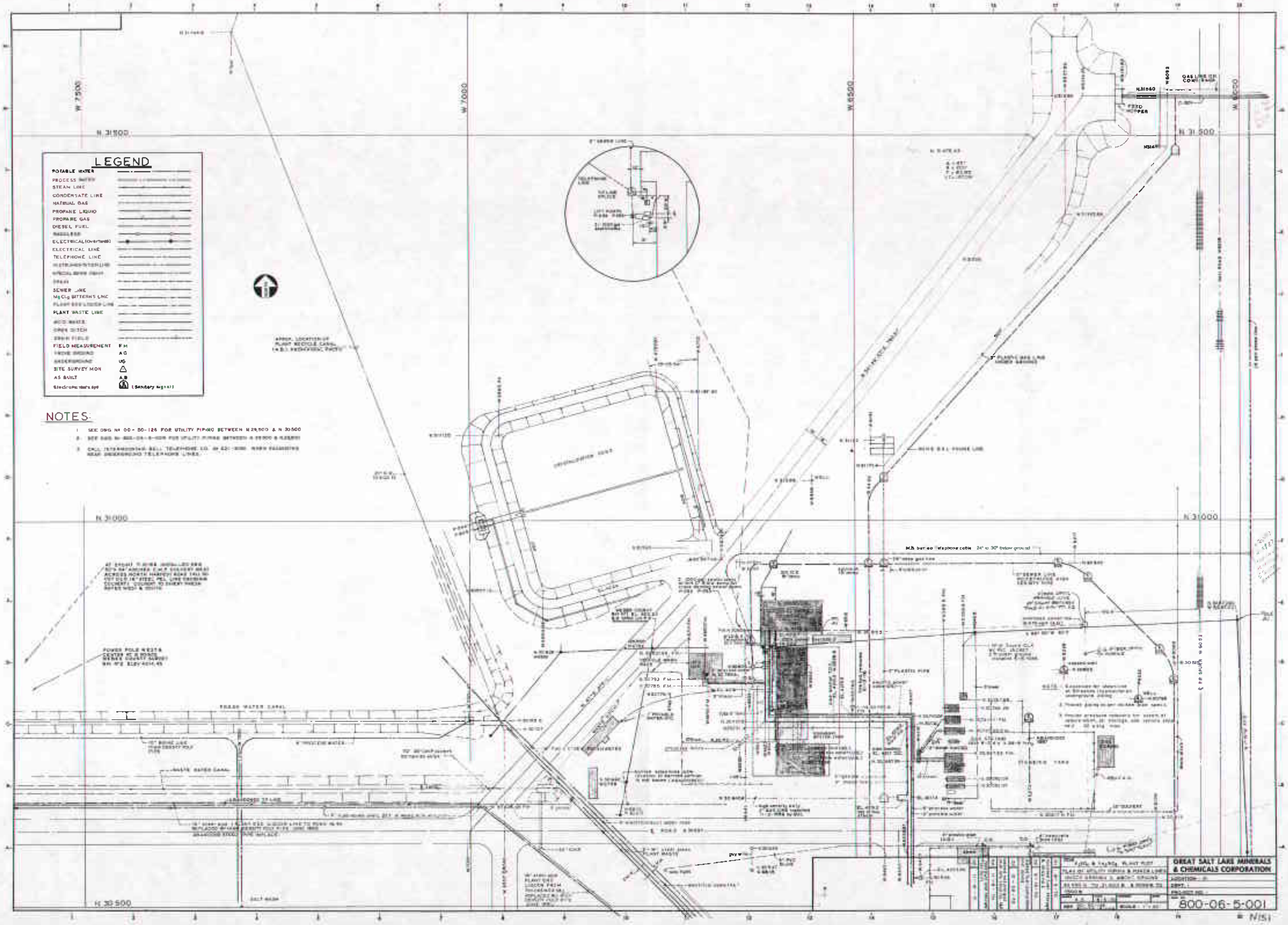
OFFICE BUILDING

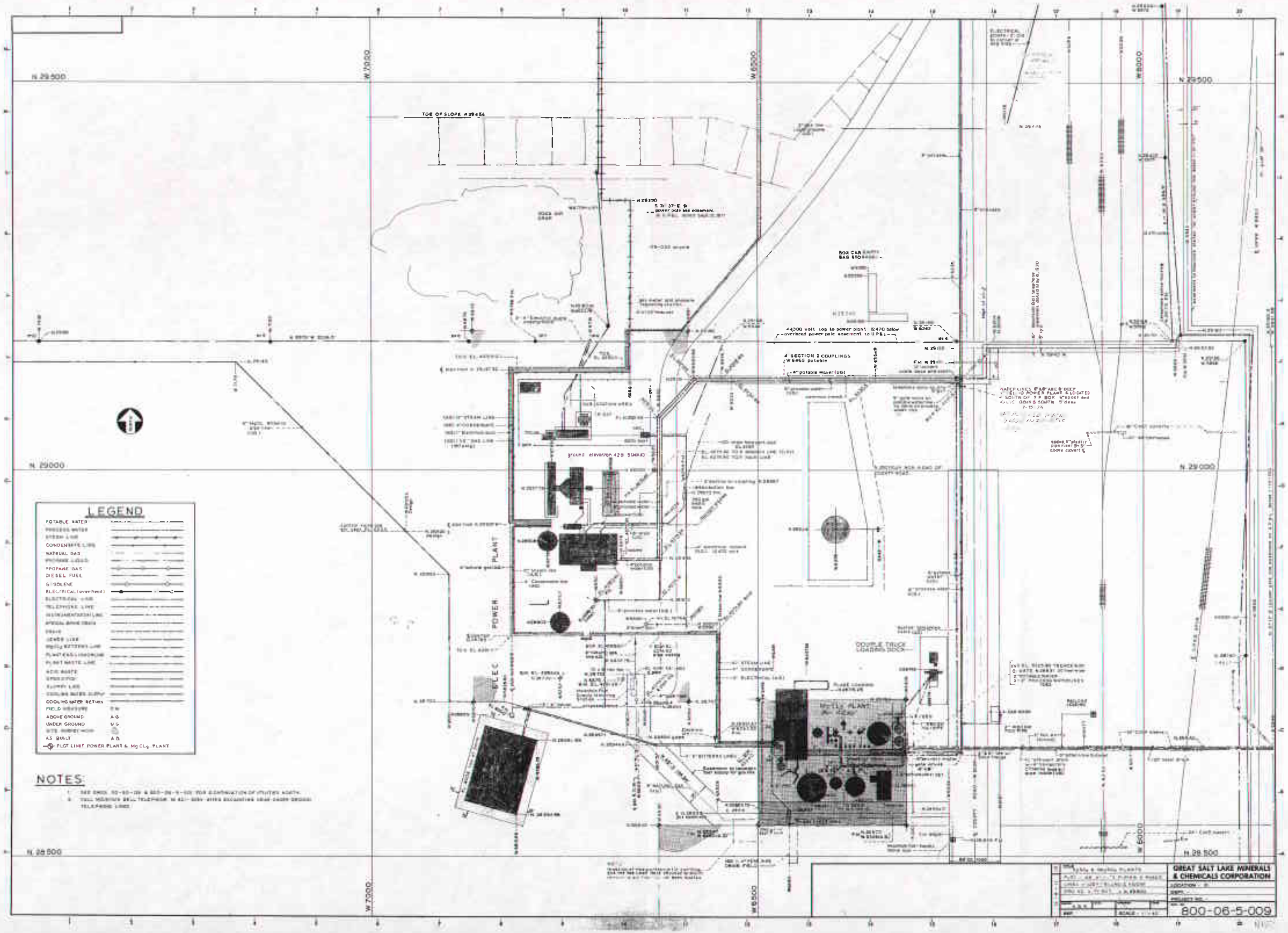
SILOS

SECTION "C-C"

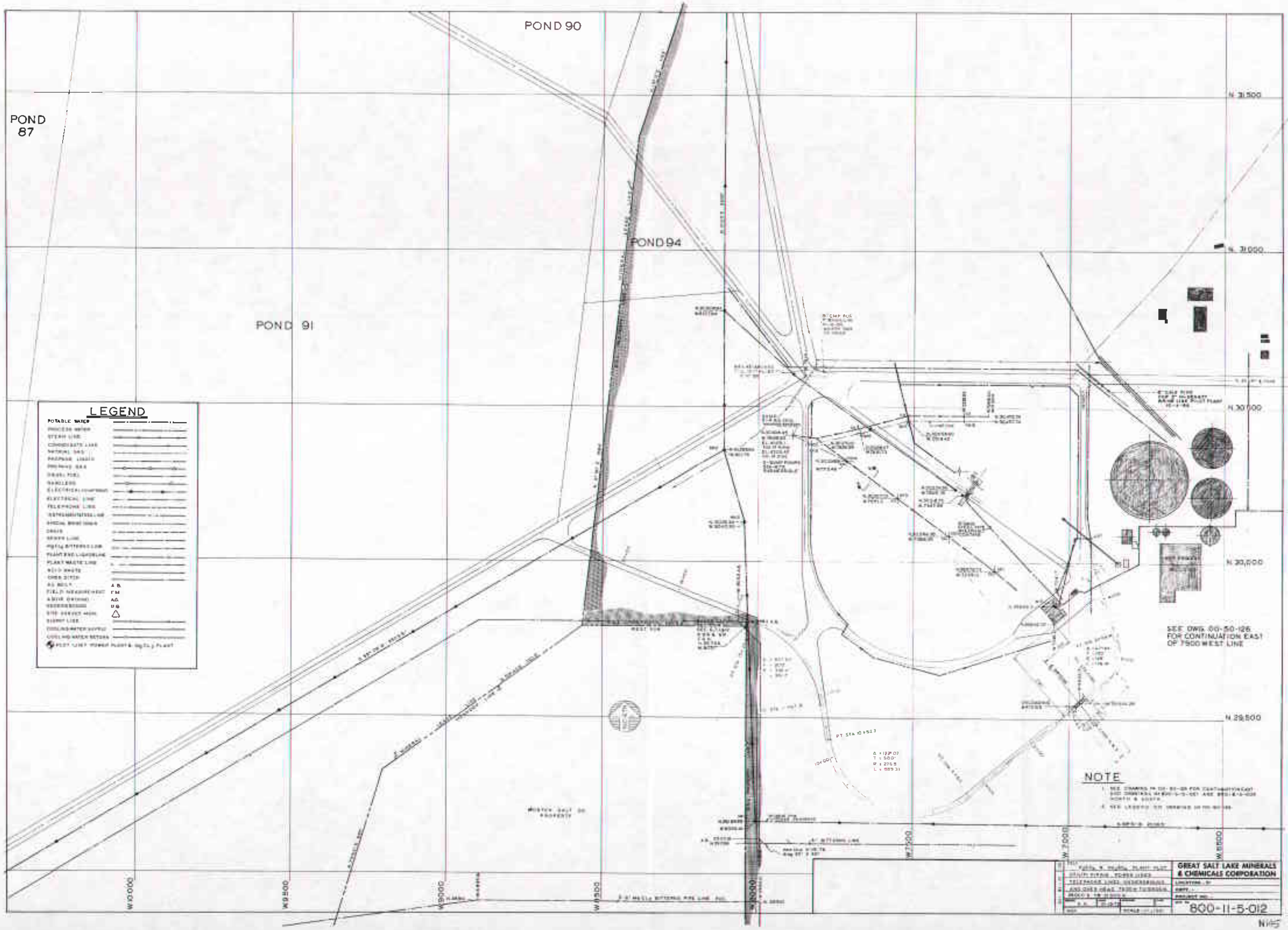
SECTION "DD"

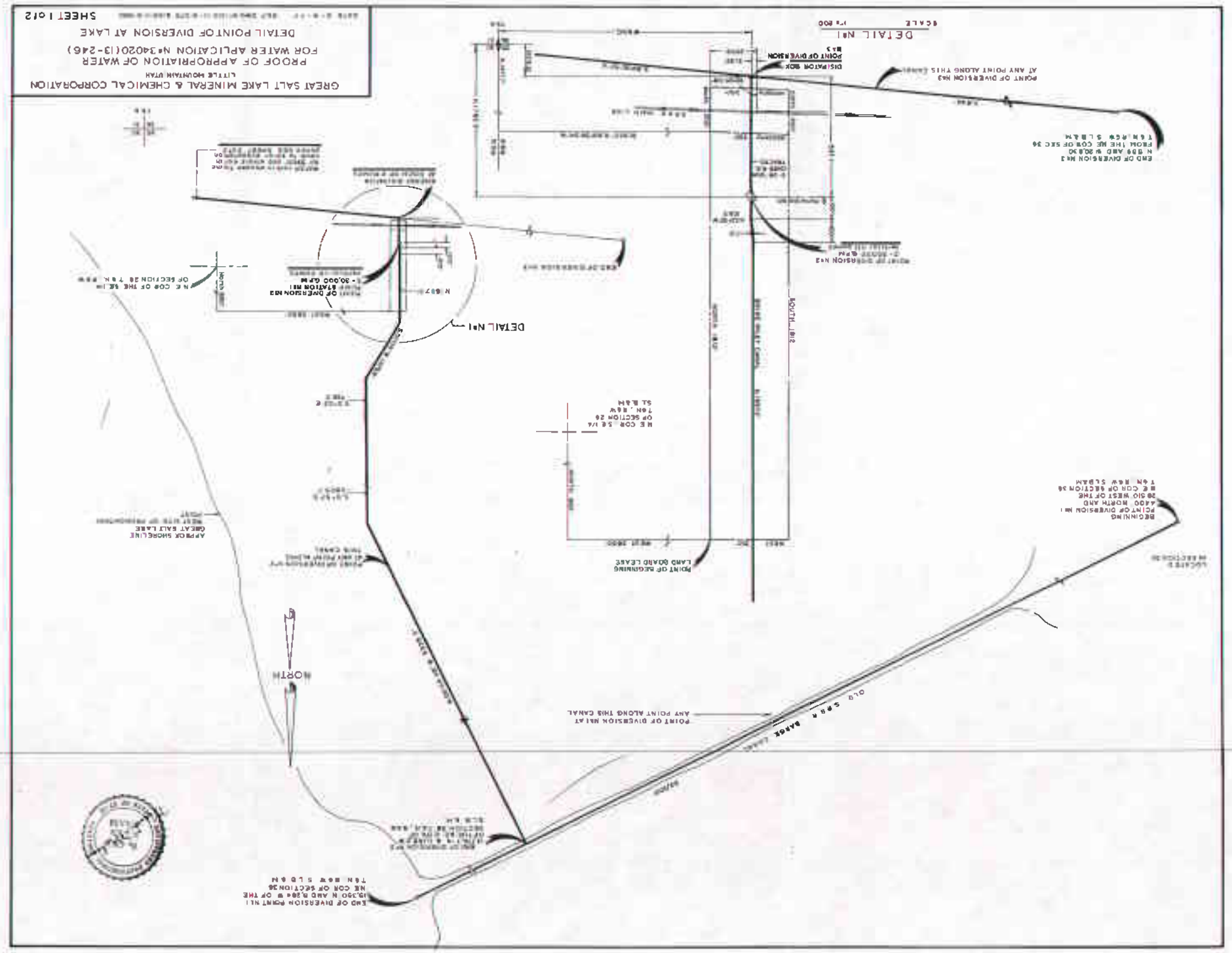
APPROVED FOR CONSTRUCTION	GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION, OGDEN, UTAH
	ARTHUR G. McKEE & COMPANY, WESTERN GRAPH ENGINEERING DIVISION, SAN FRANCISCO, CALIFORNIA
	2014A-E-4-18
	00-50-126


LEGEND
POTABLE WATER
PROCESS WATER
STEAM LINE
CONDENSATE LINE
NATURAL GAS
PROPANE LIQUID
PROPANE GAS
DIESEL FUEL
ELECTRICAL (Overhead)
ELECTRICAL LINE
TELEPHONE LINE
SEWER LINE
MgCl2 BITTERNS LINE
PLANT WASTE LINE
FIELD MEASUREMENT FM
AG
UG
SITE SURVEY MON
AS BUILT AB
(Sanitary Signal)
NOTES:
1 SEE DWG No 00-50-126 FOR UTILITY PIPING BETWEEN N 29,500 & N 30,500
N 31500
N 31000
N 30500
W 7500
W 7000
W 6500
W 6000
FOOD HOPPER
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
800-06-5-001



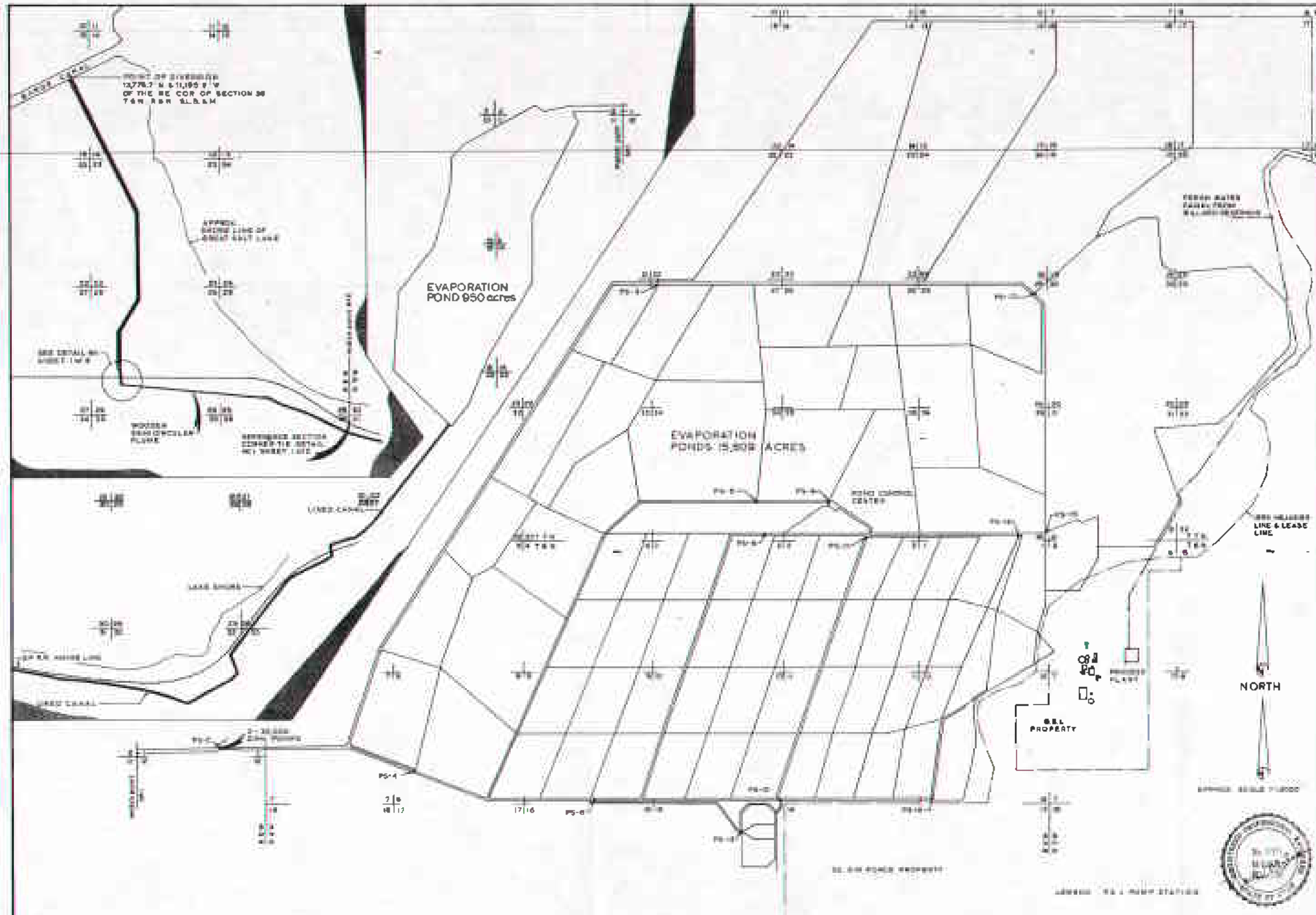
N 29500
N 29000
N 28500
W 7000
W 6500
W 6000
TOE OF SLOPE N 29456
N 29446
N 29350
S 31° 37' E
power pole line easement
BOX CAR
BAG STORAGE
44000 volt top to power plant 12470 below overhead power pole easement to U P&L
4 SECTION 2 COUPLINGS
W 6465 potable
4" potable water (UG)
ground elevation 4281.5 (MAX)
POWER PLANT
ELEC
COUPLE TRUCK LOADING DOCK
LEGEND
POTABLE WATER
CONDENSATE LINE
NATURAL GAS
PROPANE GAS
DIESEL FUEL
GASOLENE
ELECTRICAL (overhead)
COOLING WATER RETURN
FIELD MEASURE
ABOVE GROUND A G
UNDER GROUND U G
AS BUILT A B
PLOT LIMIT POWER PLANT & Mg CL2 PLANT
NOTES:
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
800-06-5-009


POND 90
POND 87
POND 94
POND 91
LEGEND
POTABLE WATER
N 31,500
N 31,000
N 30,500
N 30,000
N 29,500
W 10,000
W 9,500
W 9,000
W 8,500
W 8,000
W 7,500
W 7,000
W 6,500
SEE DWG. 00-50-126 FOR CONTINUATION EAST OF 7900 WEST LINE
NOTE
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
800-11-5-012



GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

100-11-5-079



GREAT SALT LAKE MINERAL & CHEMICAL CORPORATION
LITTLE MOUNTAIN, UTAH

PROOF OF APPROPRIATION OF WATER
FOR WATER APLICATION Nº34020 (13-246)

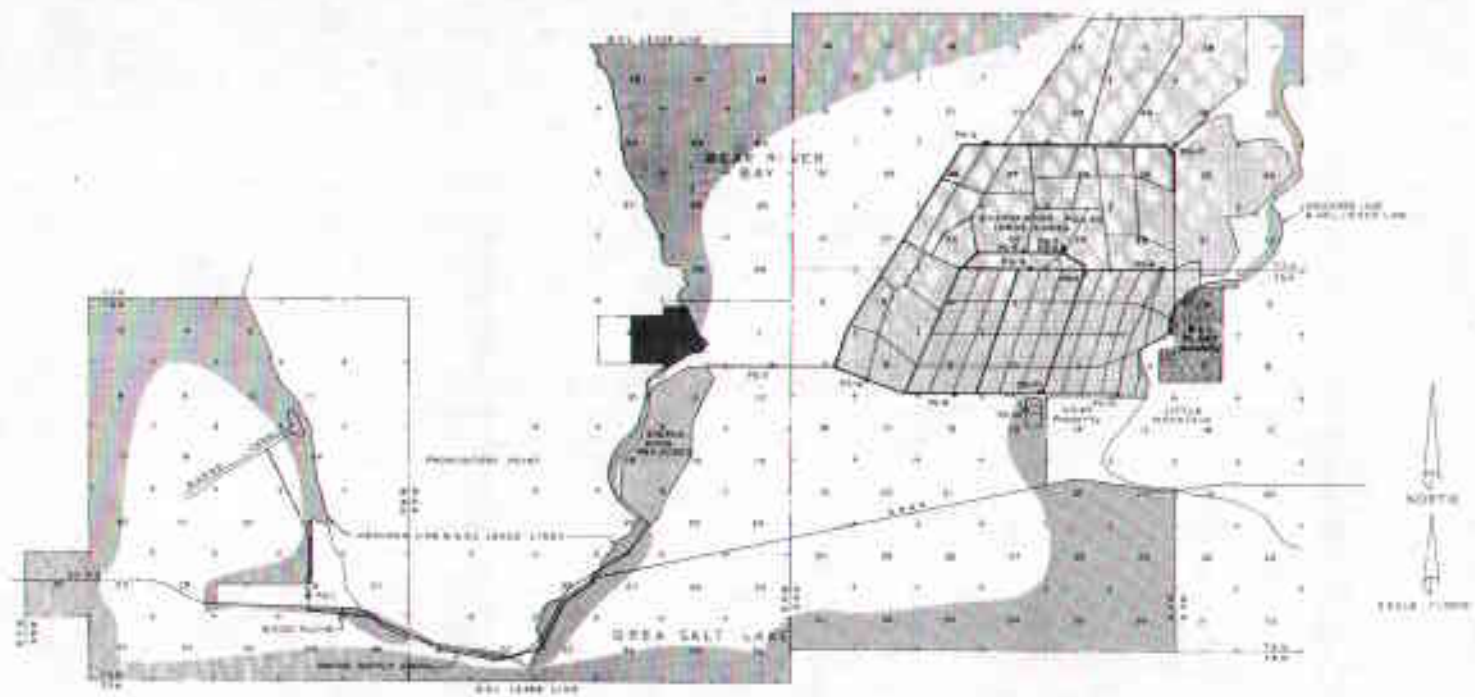
SOLAR EVAPORATION POND COMPLEX

DATE 2-9-77 REF DWG Nº 100-11-5-079 & 100-11-5-080 SHEET 2 of 2

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
LOCATION:
AREA:
PROJECT NO.:
PRODUCTION PONDS
DETAIL SHEET 2 of 2
SCALE: NOTED

100-11-5-080

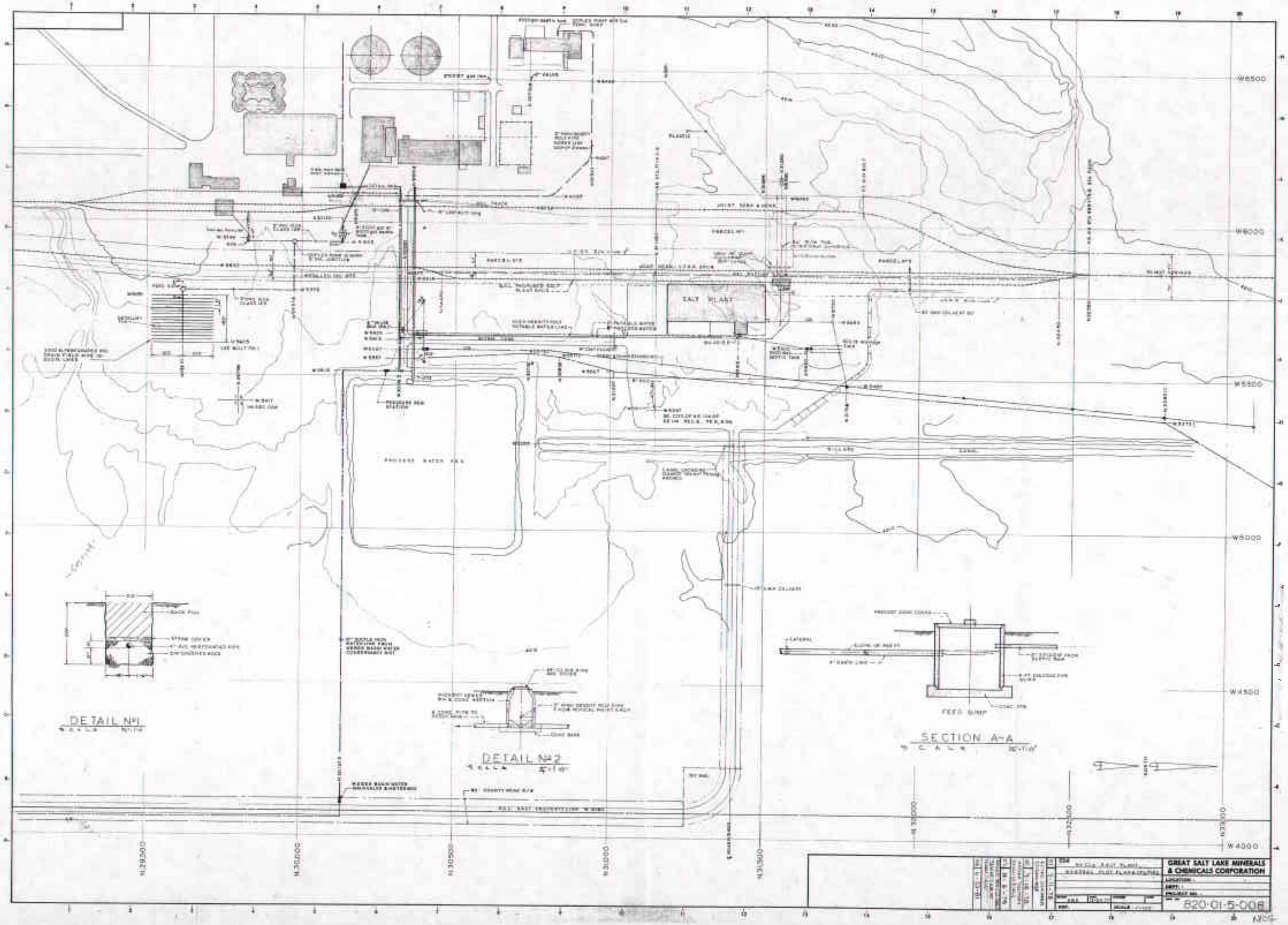
X155

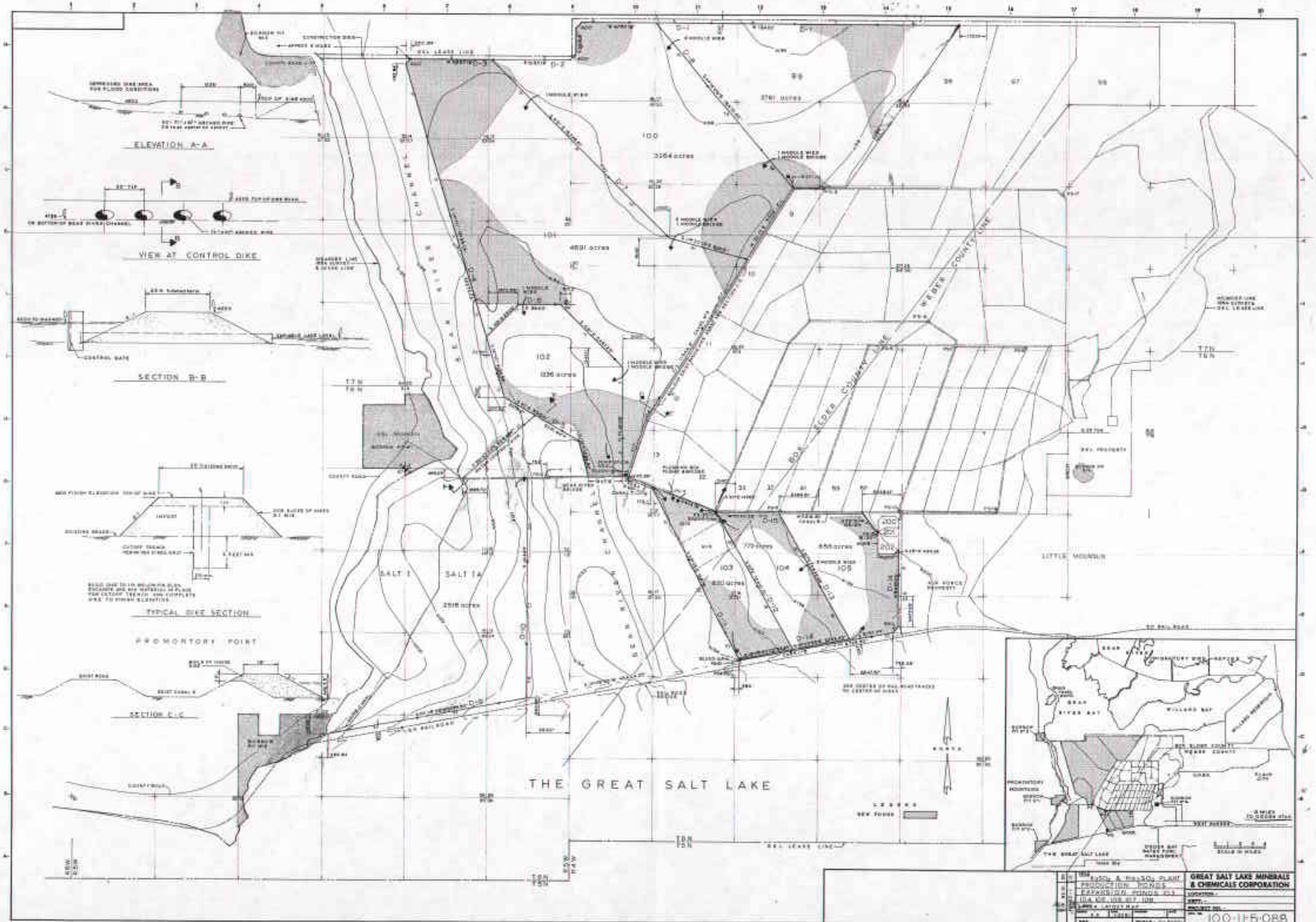


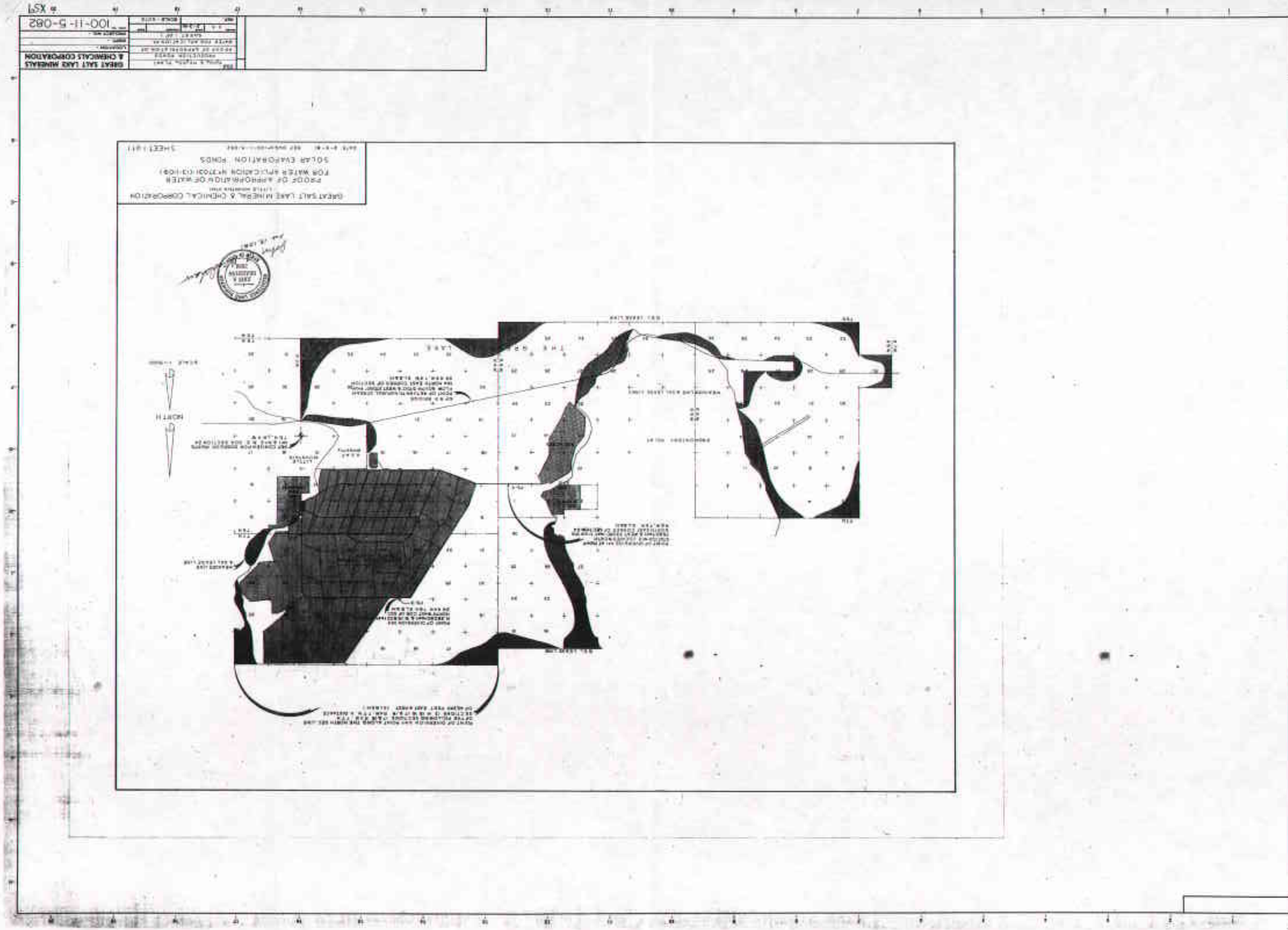
LEGEND

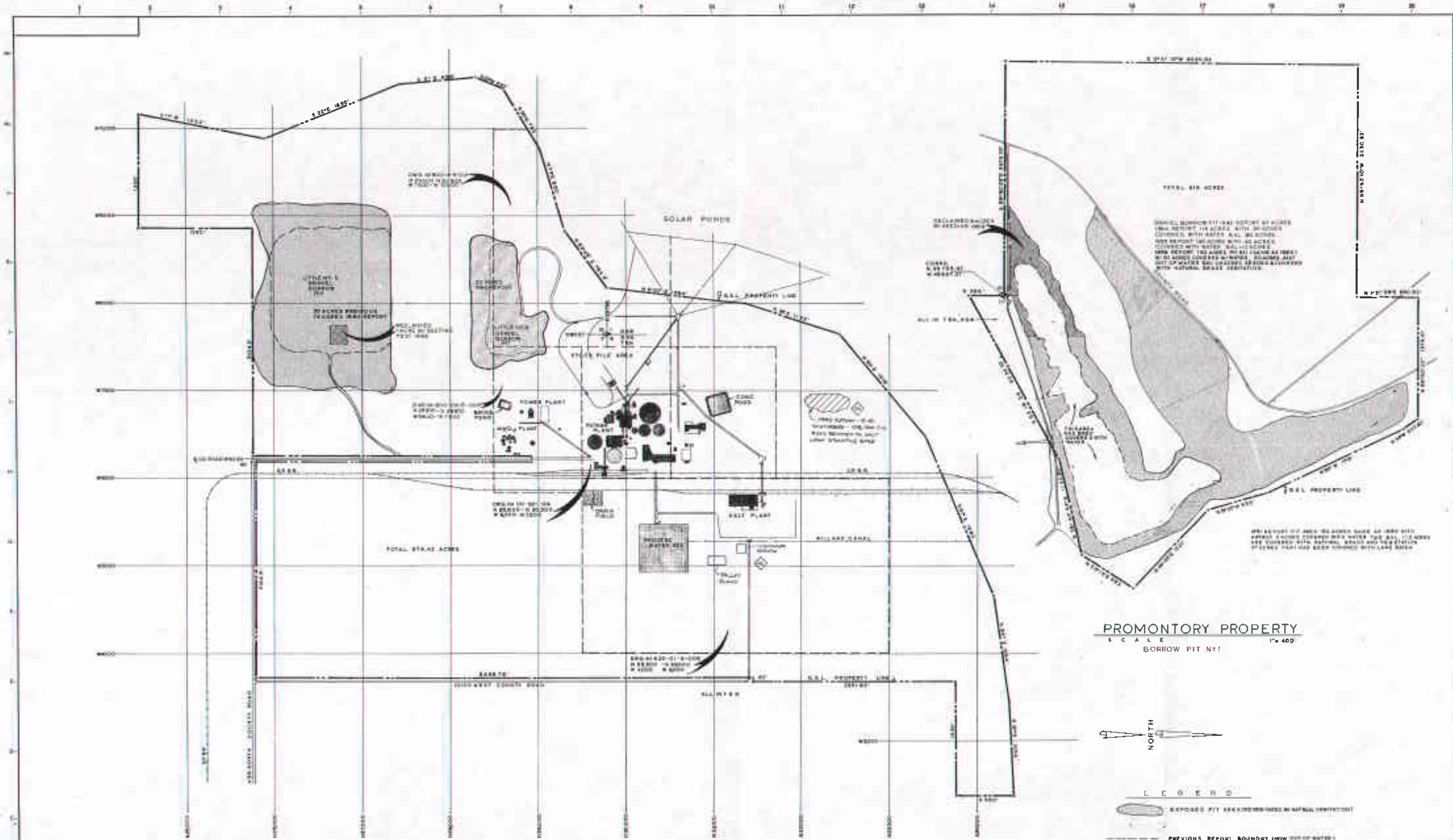
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

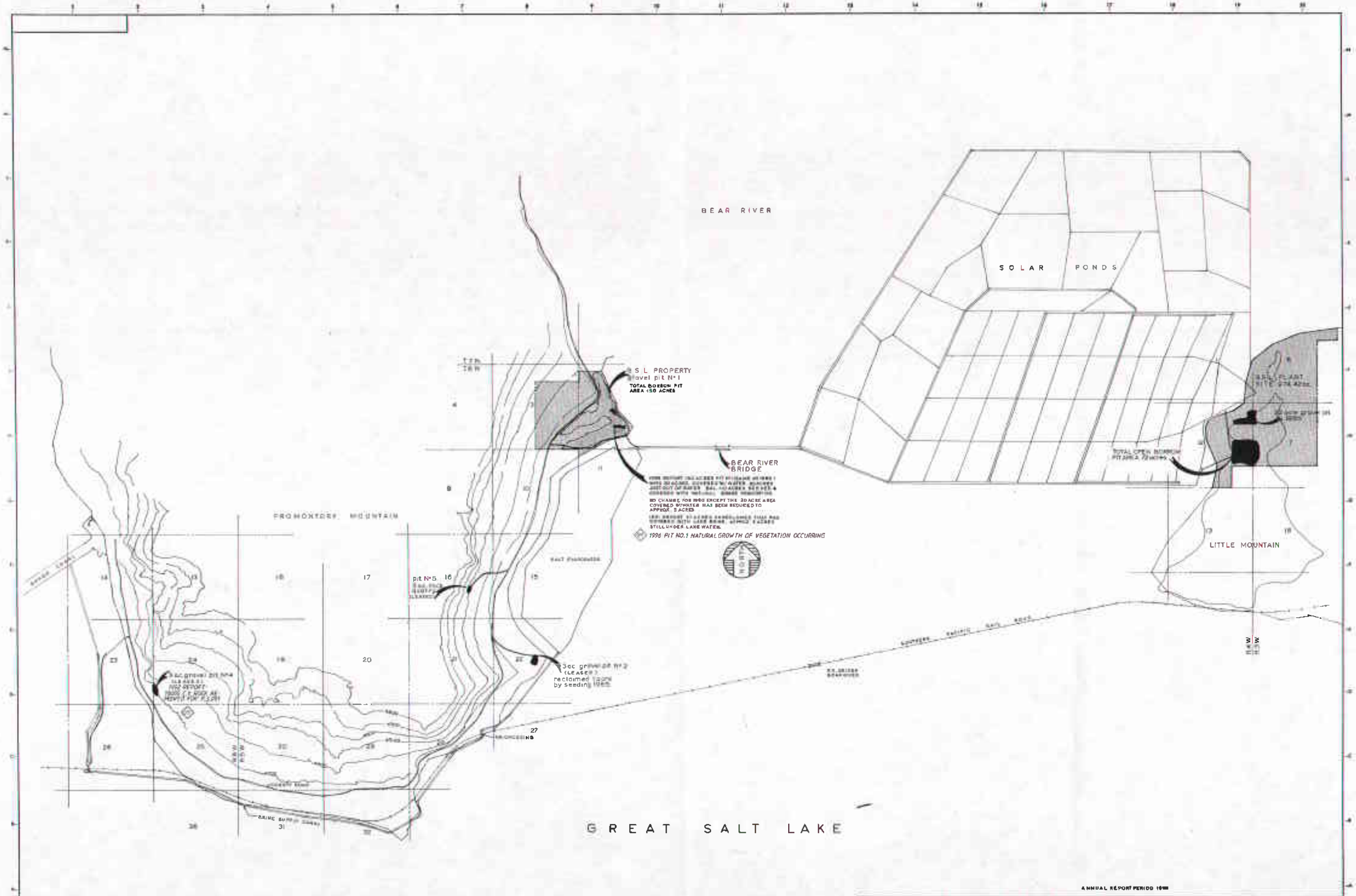
SK 81077


SALT PLANT
DETAIL Nº1
DETAIL Nº2
SECTION A-A
FEED SUMP
W5000
W4500
W4000
N29500
N30000
N30500
N31000
N31500
N32000
N32500
N33000
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
820-01-5-008


ELEVATION A-A
VIEW AT CONTROL DIKE
SECTION B-B
TYPICAL DIKE SECTION
PROMONTORY POINT
SECTION C-C
THE GREAT SALT LAKE
SALT 1
SALT 1A
CHANNEL
WEBER COUNTY LINE
BOX ELDER COUNTY LINE
LITTLE MOUNTAIN
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
100-115-089


GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
100-11-5-082
GREAT SALT LAKE MINERAL & CHEMICAL CORPORATION
PROOF OF APPROPRIATION OF WATER
FOR WATER APPLICATION NO. 37031 (03-1109)
SOLAR EVAPORATION PONDS
SHEET 1 of 1
NORTH


SOLAR PONDS
POWER PLANT
SALT PLANT
TOTAL 574.42 ACRES
PROCESS WATER SEE
WILLARD CANAL
S.S.L. PROPERTY LINE
TOTAL 818 ACRES
PROMONTORY PROPERTY
SCALE 1"=400'
BORROW PIT No 1
NORTH
LEGEND
PREVIOUS REPORT BOUNDRY
RESEEDED AREA
LITTLE MOUNTAIN PLANT SITE PLOT PLAN
SCALE 1"=400'
NOTE
FOR DETAILS OF ALL PLANT FACILITIES SEE THE FOLLOWING DWGS 00-50-125, 800-06-5-001, 800-06-5-008, 800-11-5-012, 820-01-5-005
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
800-11-5-019

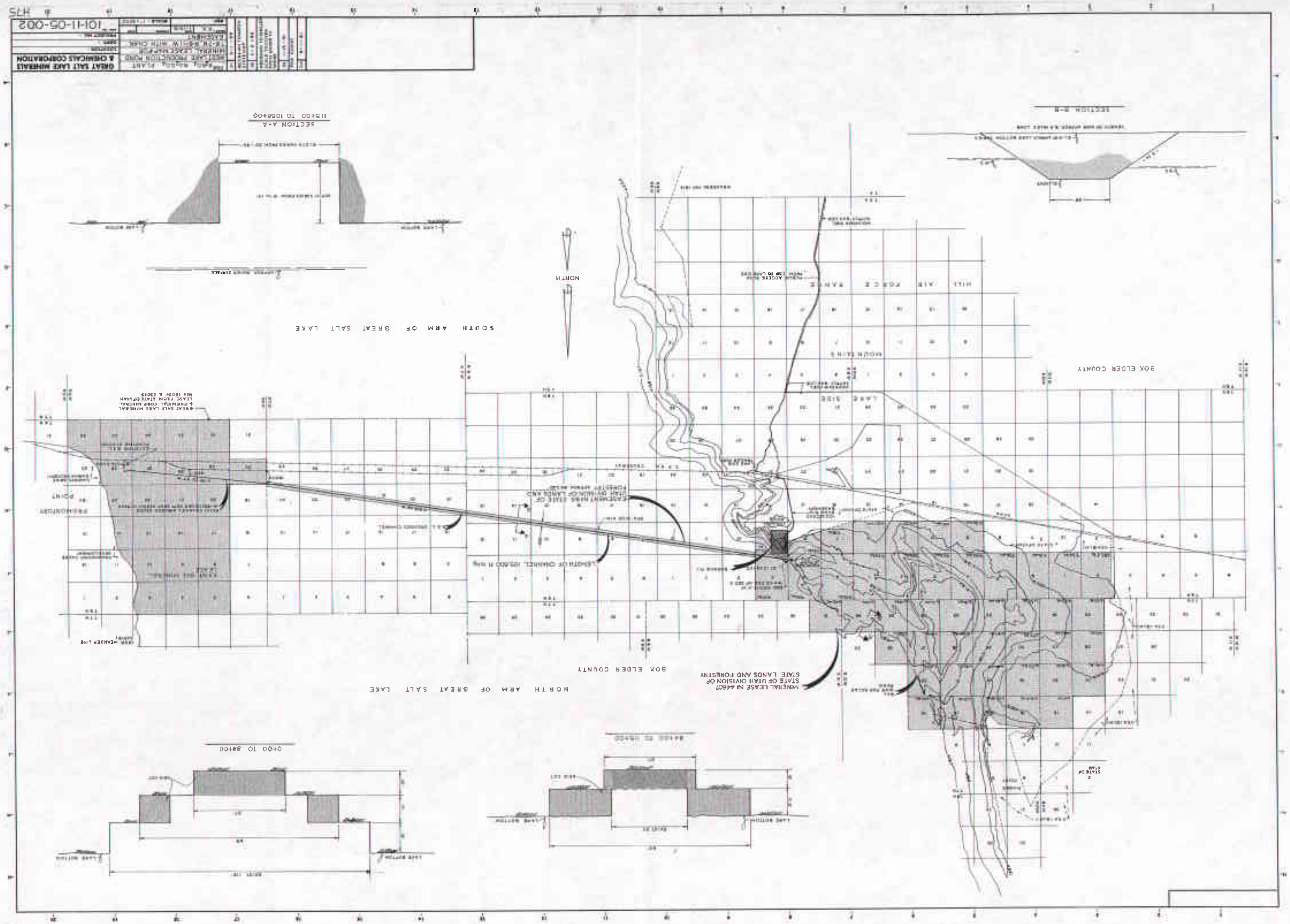


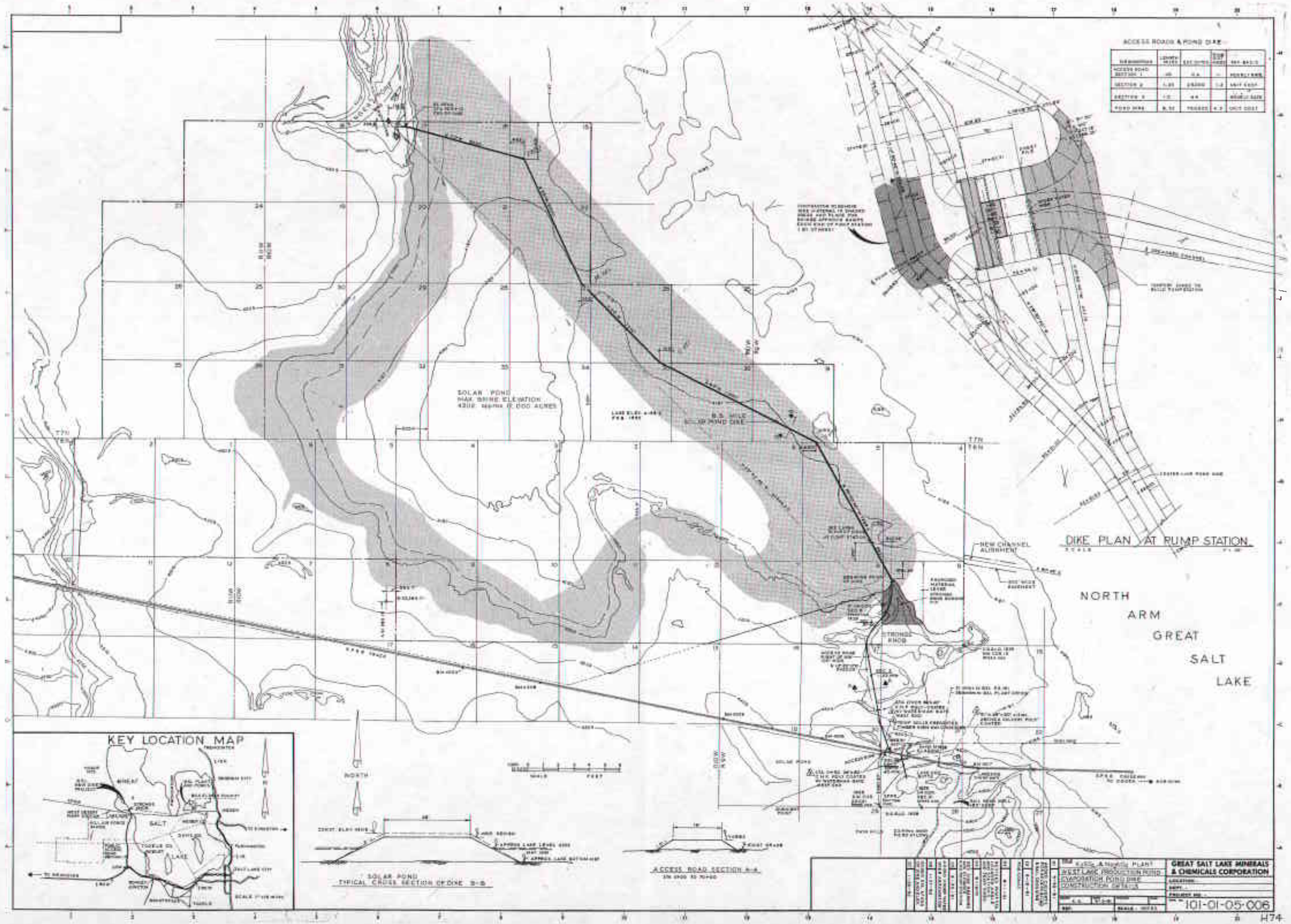
ANNUAL REPORT PERIOD 19

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

PROPERTY MAP SHOWING GRAVEL PIT RECLAMATION

800-11-05-020

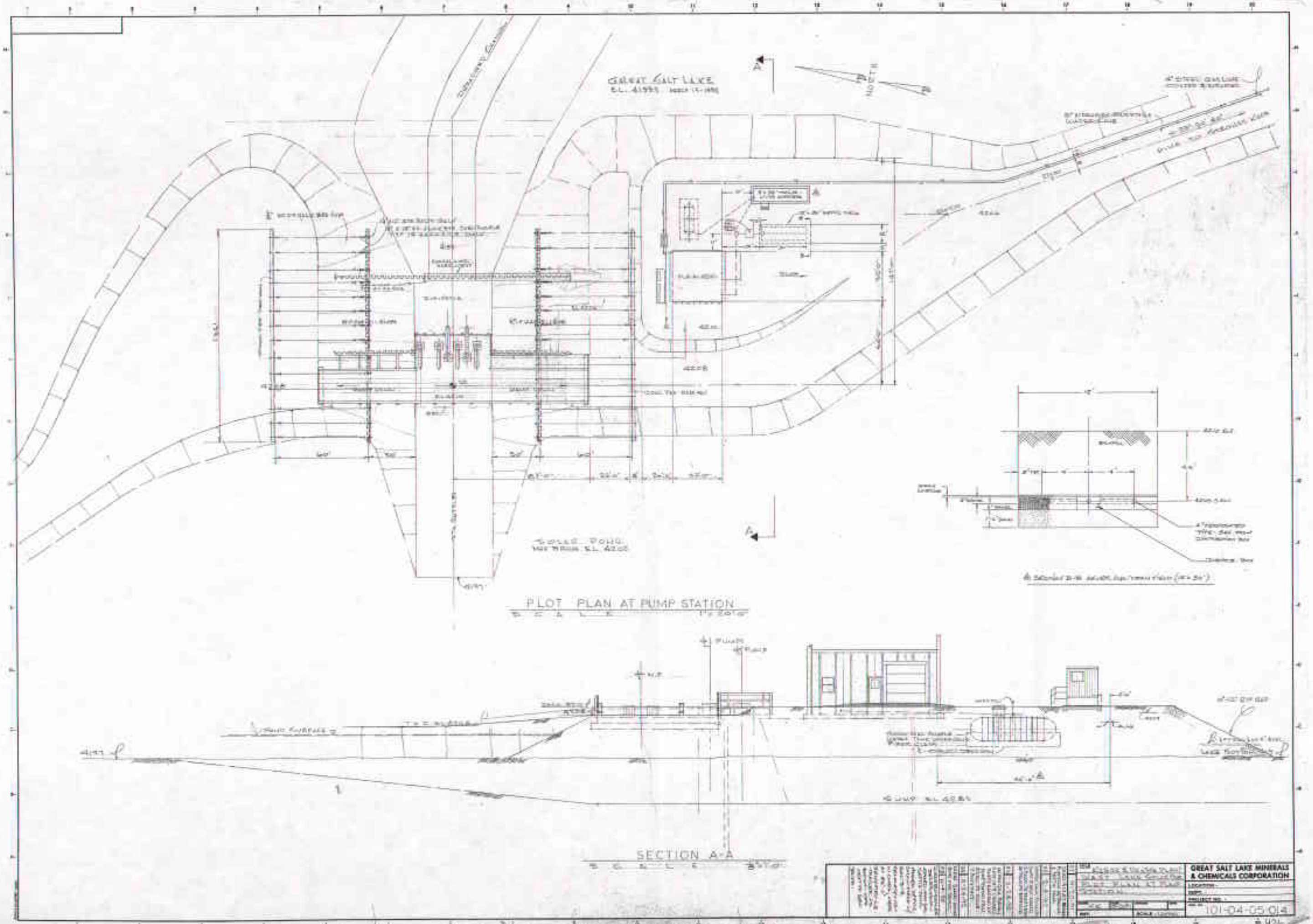

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
101-11-05-002
SECTION A-A
115+00 TO 1056+00
SECTION B-B
NORTH
SOUTH ARM OF GREAT SALT LAKE
NORTH ARM OF GREAT SALT LAKE
BOX ELDER COUNTY
BOX ELDER COUNTY
MILL AIR FORCE RANGE
MOUNTAINS
LAKE SIDE
PROMONTORY POINT
MINERAL LEASE No 44607
STATE OF UTAH DIVISION OF
STATE LANDS AND FORESTRY
LENGTH OF CHANNEL 105,400 ft long
EASEMENT NAME STATE OF
UTAH DIVISION OF LANDS AND
FORESTRY APPROX 80 ACRES
GREAT SALT LAKE MINERAL
& CHEMICAL CORP MINERAL
LEASE FROM STATE OF UTAH
No 1803 & 2303
0+00 TO 84+00
84+00 TO 115+00

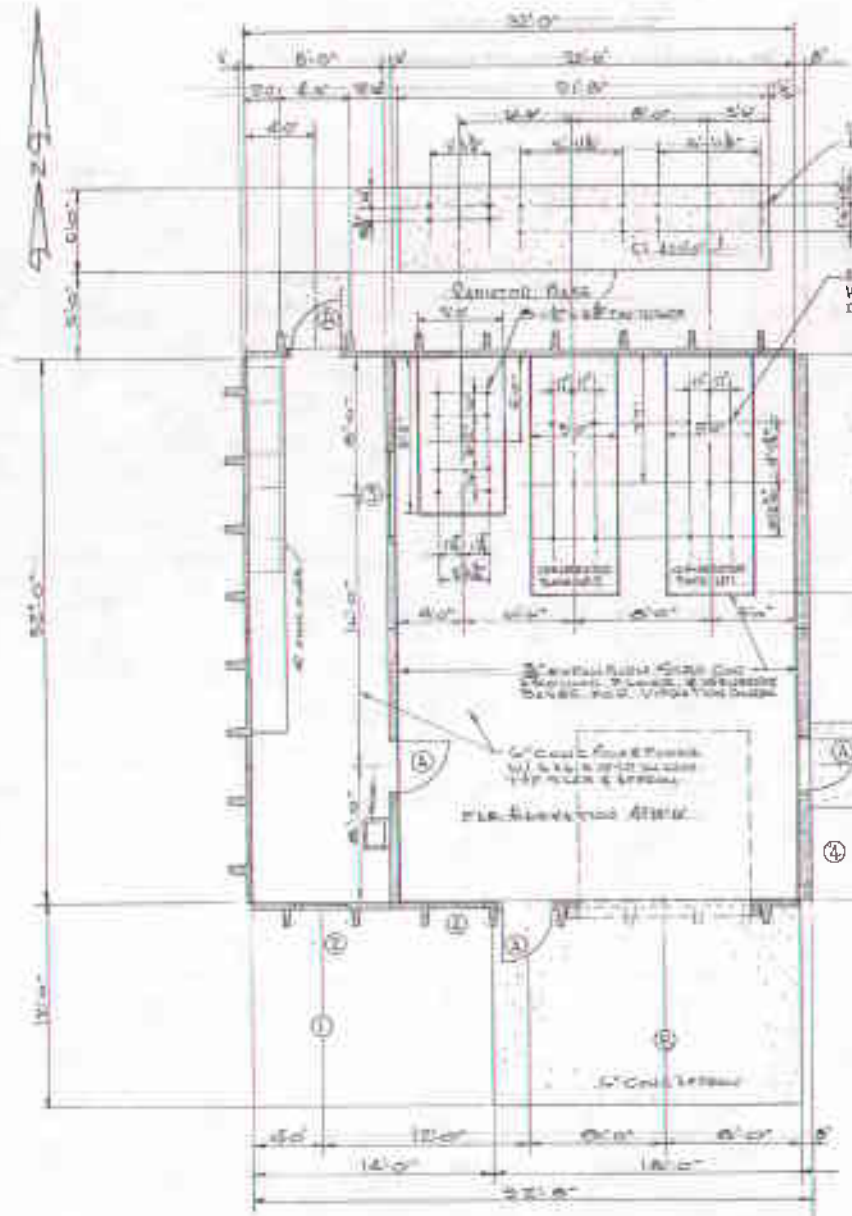

ACCESS ROADS & POND DIKE
SOLAR POND
MAX BRINE ELEVATION
B.S. MILE
SOLAR POND DIKE
NEW CHANNEL ALIGNMENT
STRONGS KNOB
DIKE PLAN AT PUMP STATION
NORTH
ARM
GREAT
SALT
LAKE
KEY LOCATION MAP
NORTH
SOLAR POND
TYPICAL CROSS SECTION OF DIKE B-B
ACCESS ROAD SECTION A-A
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
WEST LAKE PRODUCTION POND
EVAPORATION POND DIKE
CONSTRUCTION DETAILS
101-01-05-006
H74

Great Salt Lake Minerals Corporation
Large Mine Permit #M/057/002 Consolidation
Drawing Tabulation

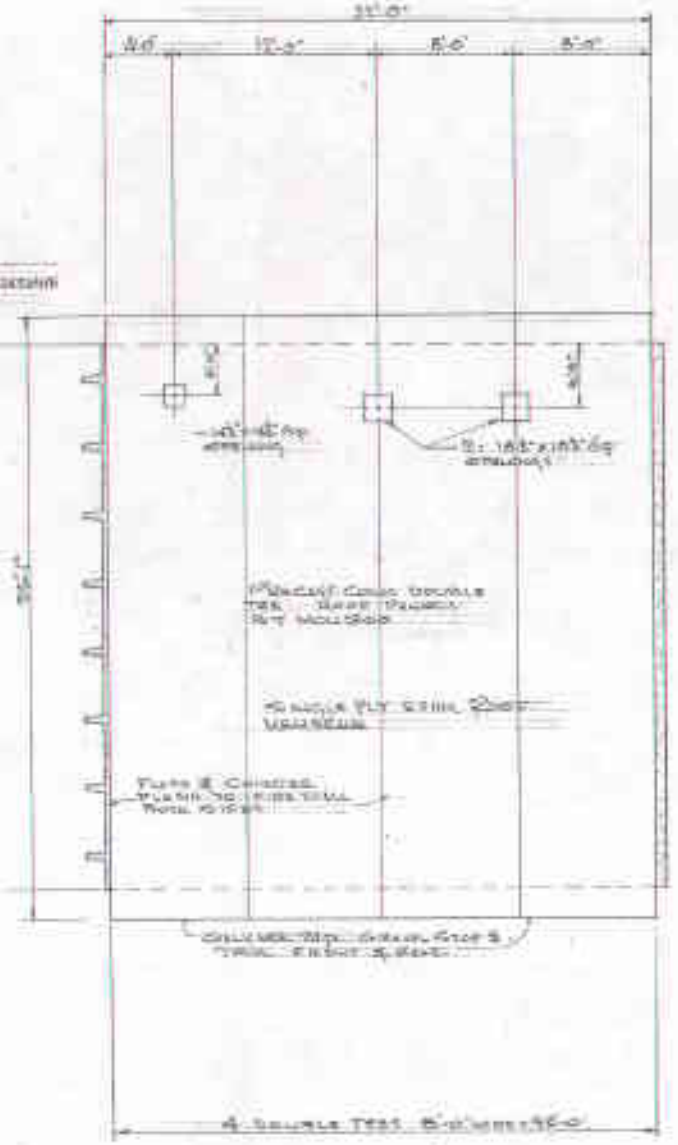
July, 2009

Map	Date	Title	Scan #	Digital Copy	Hard Copy
00-50-126	Nov-69	K_2SO_4 and Na_2SO_4 Plant Plot	00-50-126 II039a	X	X
800-06-5-001	8/5/1970	Plan of Utility Piping & Power Lines	N151	X	X
800-06-5-009	11/8/1971	Plot Plan Utility Piping & Power Lines	N150	X	X
800-11-5-012	10/18/1972	Plant Plot/Utilities/Power Lines	N145	X	X
100-11-5-079	2/9/1977	K2SO4+Na2SO4 Production Ponds #1	X149	X	X
100-11-5-080	2/9/1977	K2SO4+Na2SO4 Production Ponds #2	X155	X	X
SK 61077	6/10/1977	GSL Property Reclamation Plan	5E023 and 4A130	X	X
820-01-5-008	12/22/1977	NaCl2 Salt Plant	L008 & N107	X	X
100-11-5-088	1/23/1981	Production & Expansion Ponds Layout	X156	X	X
100-44-5-082	2/3/1981	Proof of Appropriation of Water	X059	X	X
800-11-5-019	1/28/1983	GSL Property Plot, Plan for Restoring	N153	X	X
800-11-05-020	2/22/1984	GSL Property Map/Gravel Pit Reclam	N148	X	X
101-11-05-002	1/15/1991	West Lake Production Pond/Mineral Lease	H075	X	X
101-01-05-006	5/3/1991	West Lake Production Pond/Details	H074	X	X
101-04-05-014	5/26/1991	West Lake Solar & Plan @ Pump Station	H026	X	X
101-10-5-016	2/10/1992	W Lake Prod. Pond/ Pump Station/Electricl	H039	X	X
800-11-05-027	2/13/1992	GSL Property Map/Gravel Barrow	N147	X	X
101-01-05-036	1/12/1993	Strongs Nob Contour Map (as of 4/29/92)	101-01-05-036 HO49	X	X
101-11-05-039	3/9/1995	Proposed Additional Mineral Lease/Changed	H023	X	X
	9/10/1995	West Point Expansion	West Pond Expansion H080	X	X

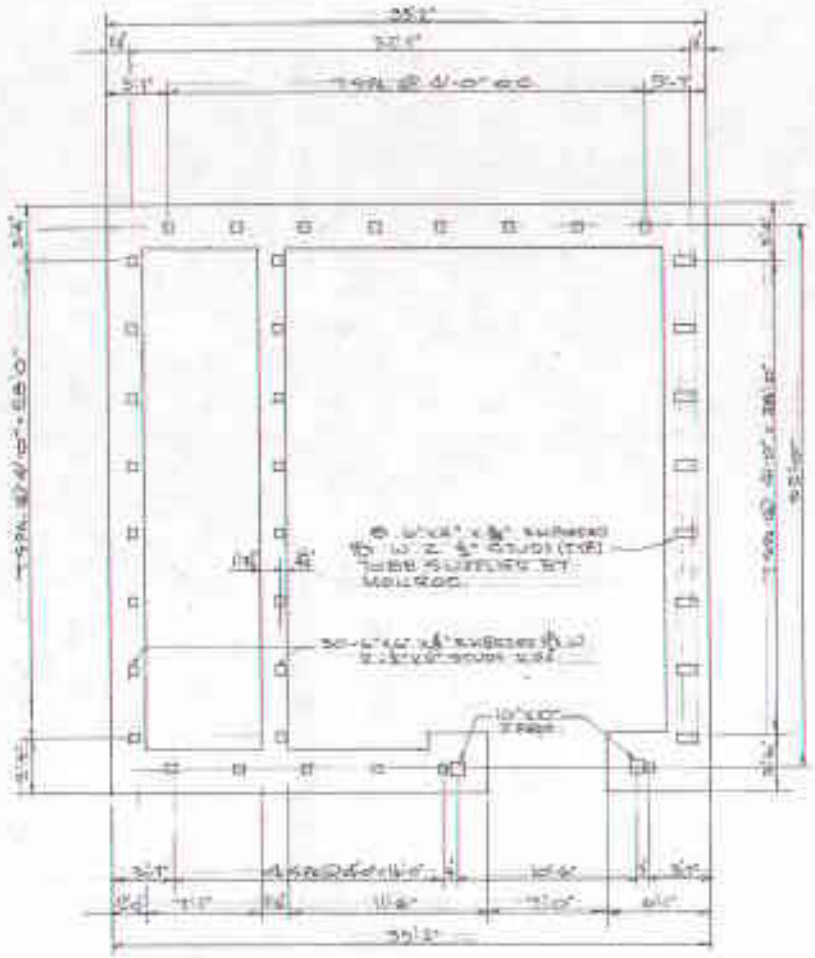

GREAT SALT LAKE
NORTH
PLOT PLAN AT PUMP STATION
SECTION A-A
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
101-04-05-014



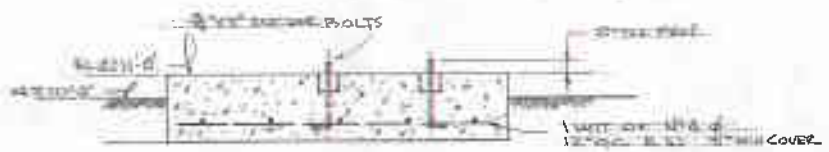
FLOOR PLAN
SCALE 1/4"=1'-0"



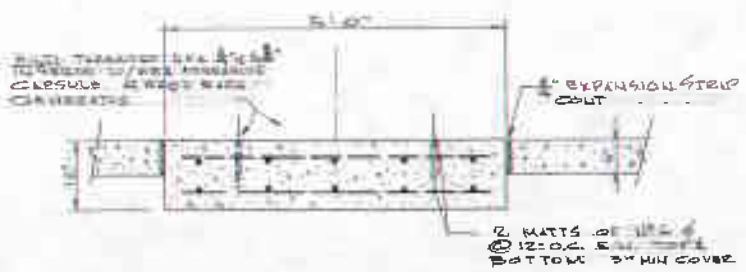
ROOF PLAN
SCALE 1/4"=1'-0"



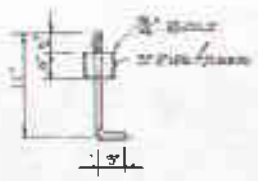
EMBEDED STEEL PLAN
SCALE 1/4"=1'-0"



RADIATOR BASE
SCALE 1/4"=1'-0"



GENERATOR BASE DETAIL
SCALE 1/4"=1'-0"



ANCHOR BOLT
12 OCCS SCALE 1/4"=1'-0"

NOTE

1. DOOR HARDWARE STAINLESS STEEL FINISH 1½ PAIR 4X4 HINGES EACH DOOR DOOR CLOSER & MORTISE LOCK EXIT DEVICE MONARCH OR ROCKS EQUAL
2. PRE CAST CONC BUILDING TO BE FURNISHED & ERECTED BY MONROC AND ALL JOINTS TO BE CAULKED BY MONROC

WINDOW SCHEDULE

MARK	NO.	WIDTH	HEIGHT	FRAME	GLASS	TYPE	MFG.	REMARKS
1	1	5'-0"	4'-0"	VINYL	[illegible]	[illegible]	ALUMAX	
2	1	2'-0"	3'-0"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	1	2'-0"	4'-0"	STEEL	[illegible]	[illegible]	[illegible]	
4	2	5'-0"	2'-8"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

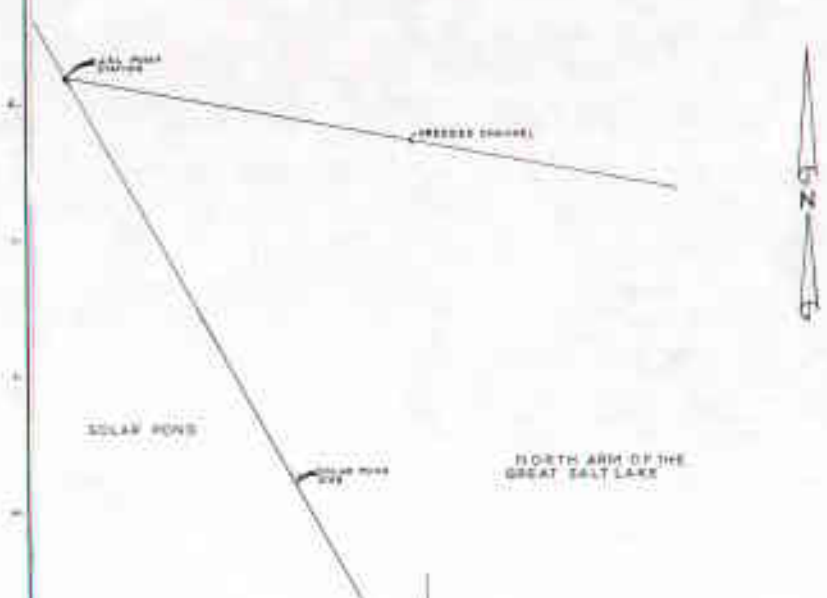
DOOR SCHEDULE

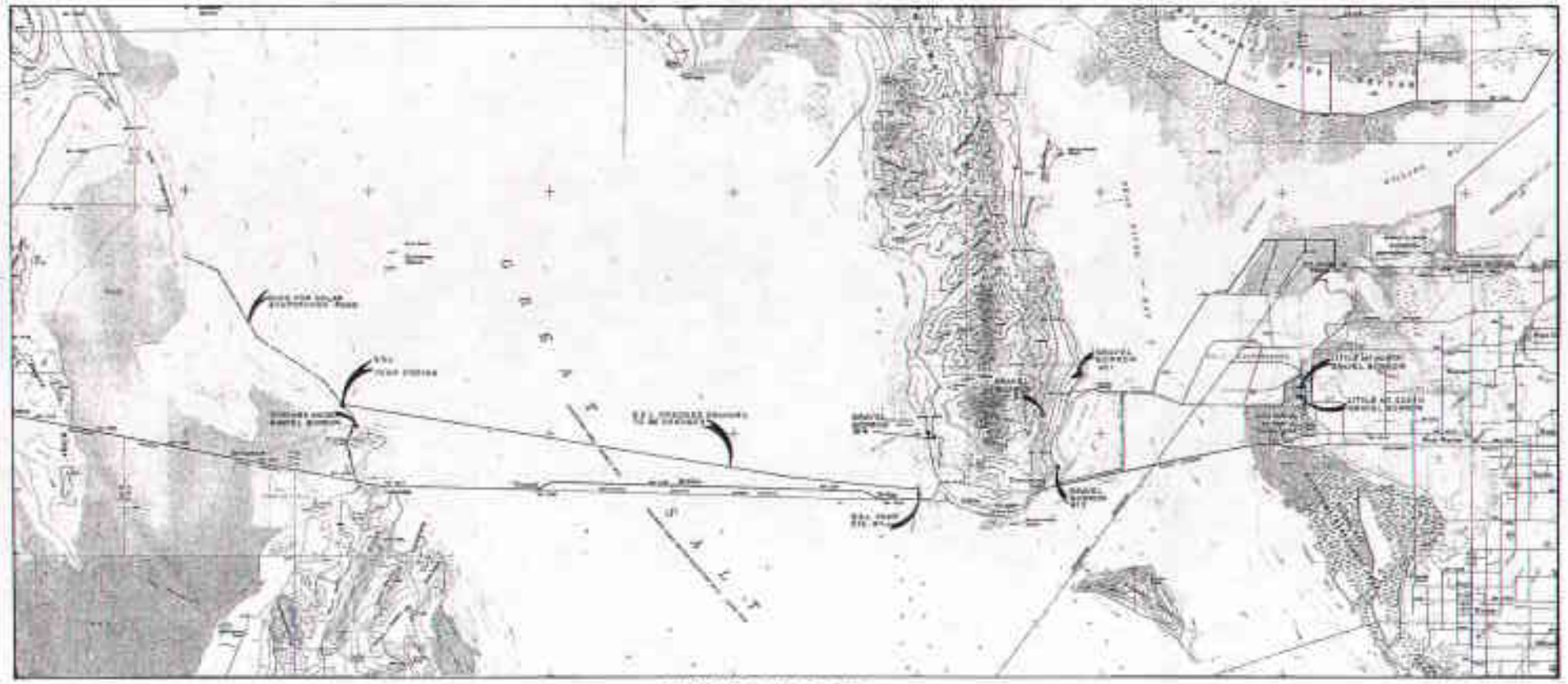
MARK	NO.	WIDTH	HEIGHT	TRIM	JAMB	FRAME	REMARKS
4	4	3'-0"	6'-8"	1¾"	[illegible]	STEEL	[illegible]
5	1	10'-0"	10'-0"	1¾"	[illegible]	STEEL	OVERHEAD DOOR [illegible]

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

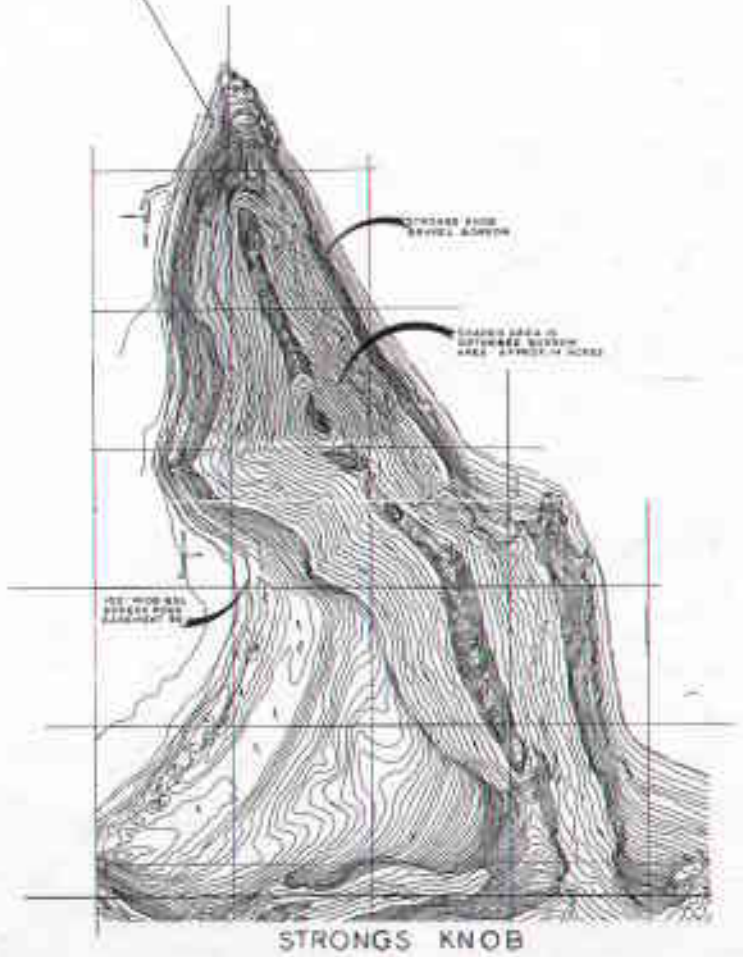
LOCATION:
DEPT.:
PROJECT NO.:
101-10-5-016

H39





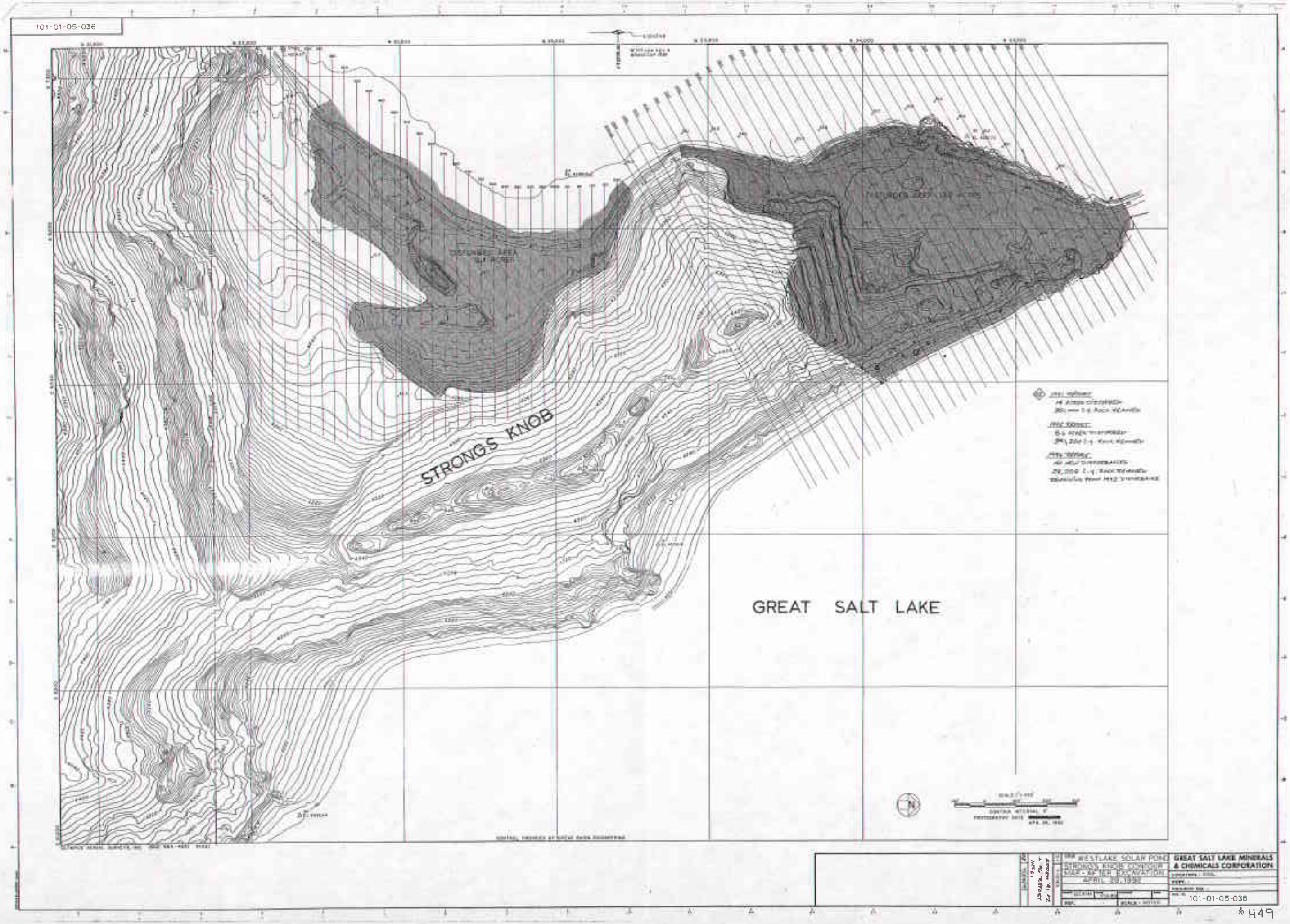
GREAT SALT LAKE

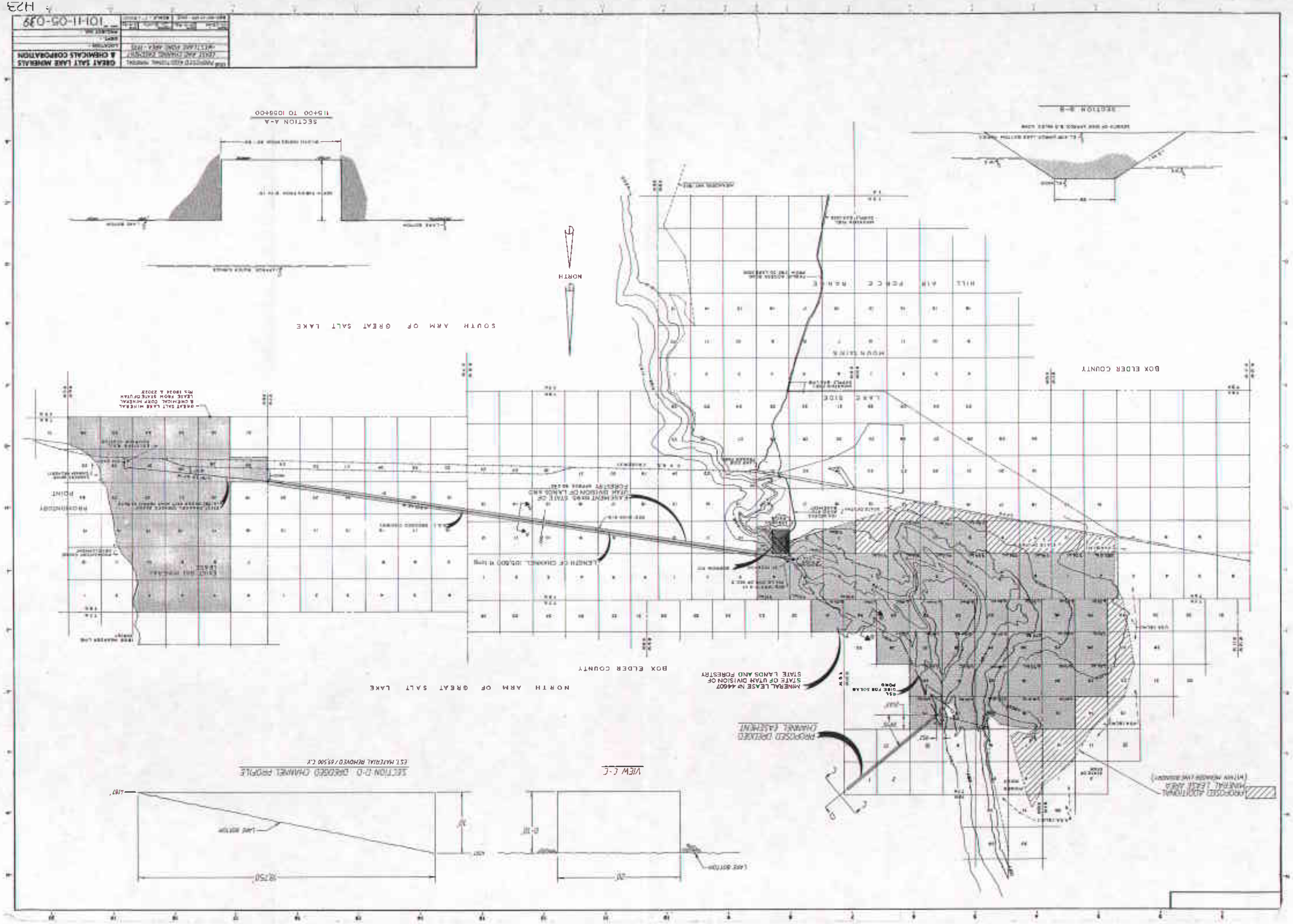


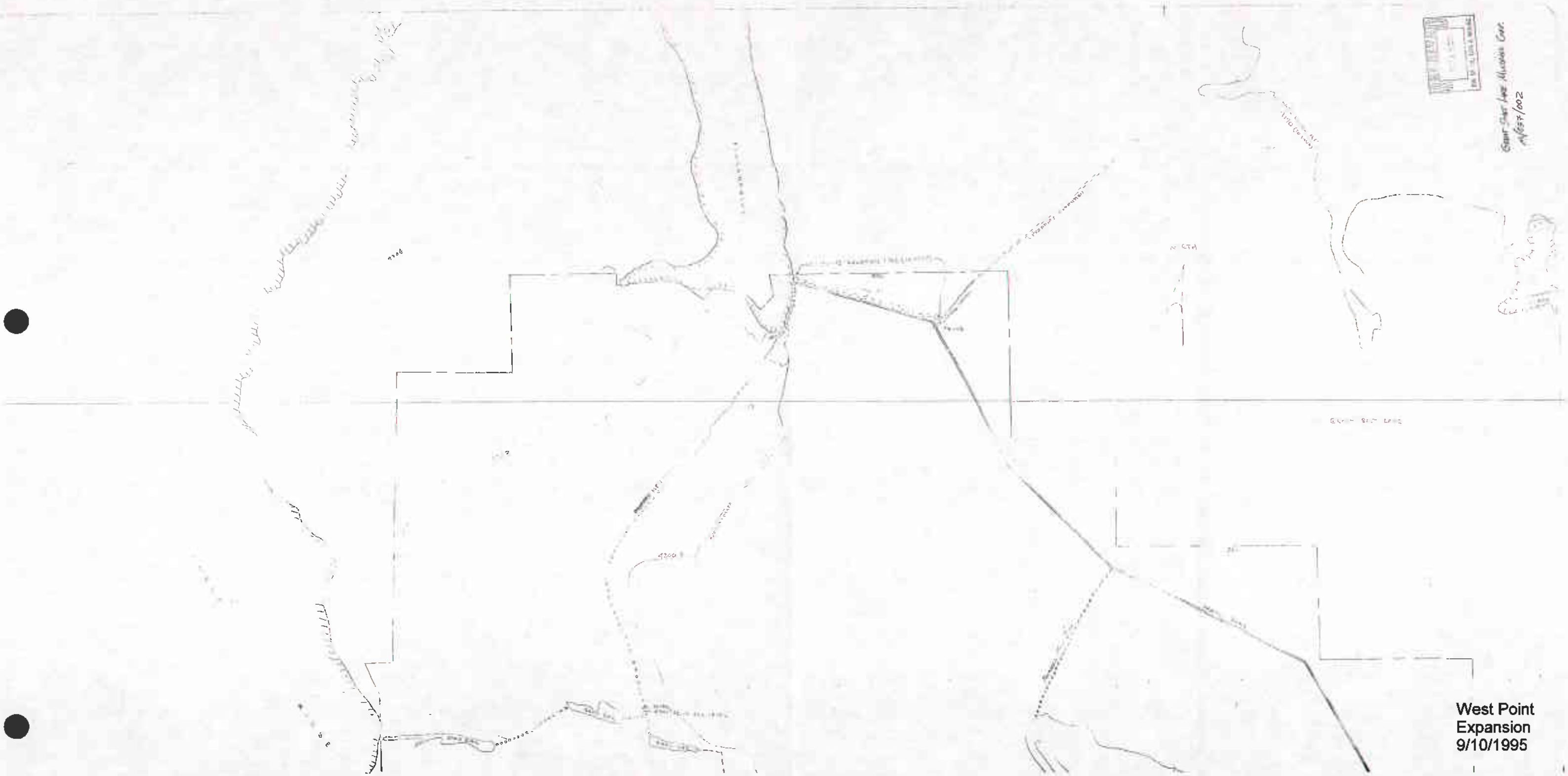
STRONGS KNOB

	GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
	800-11-05-027

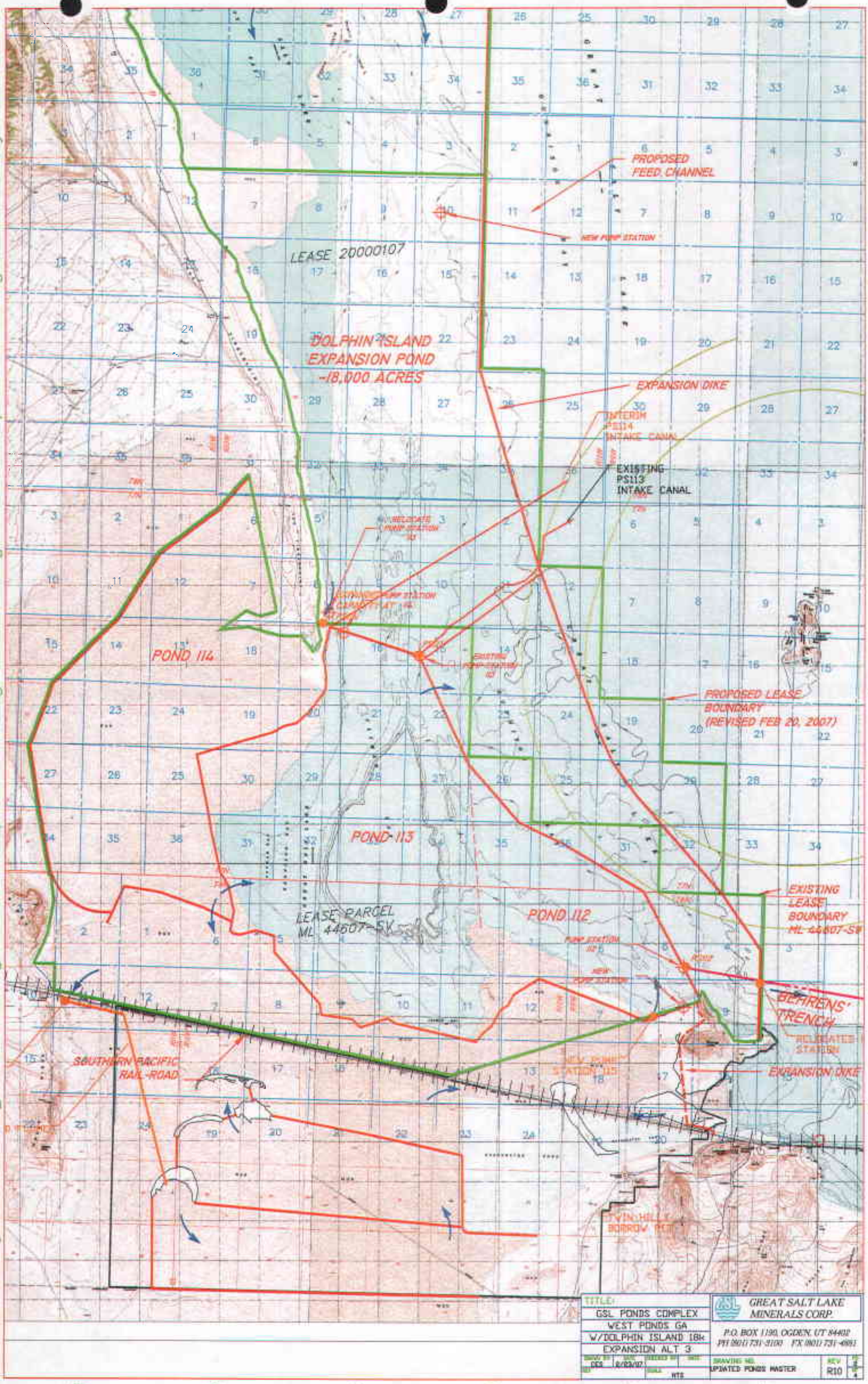
M141

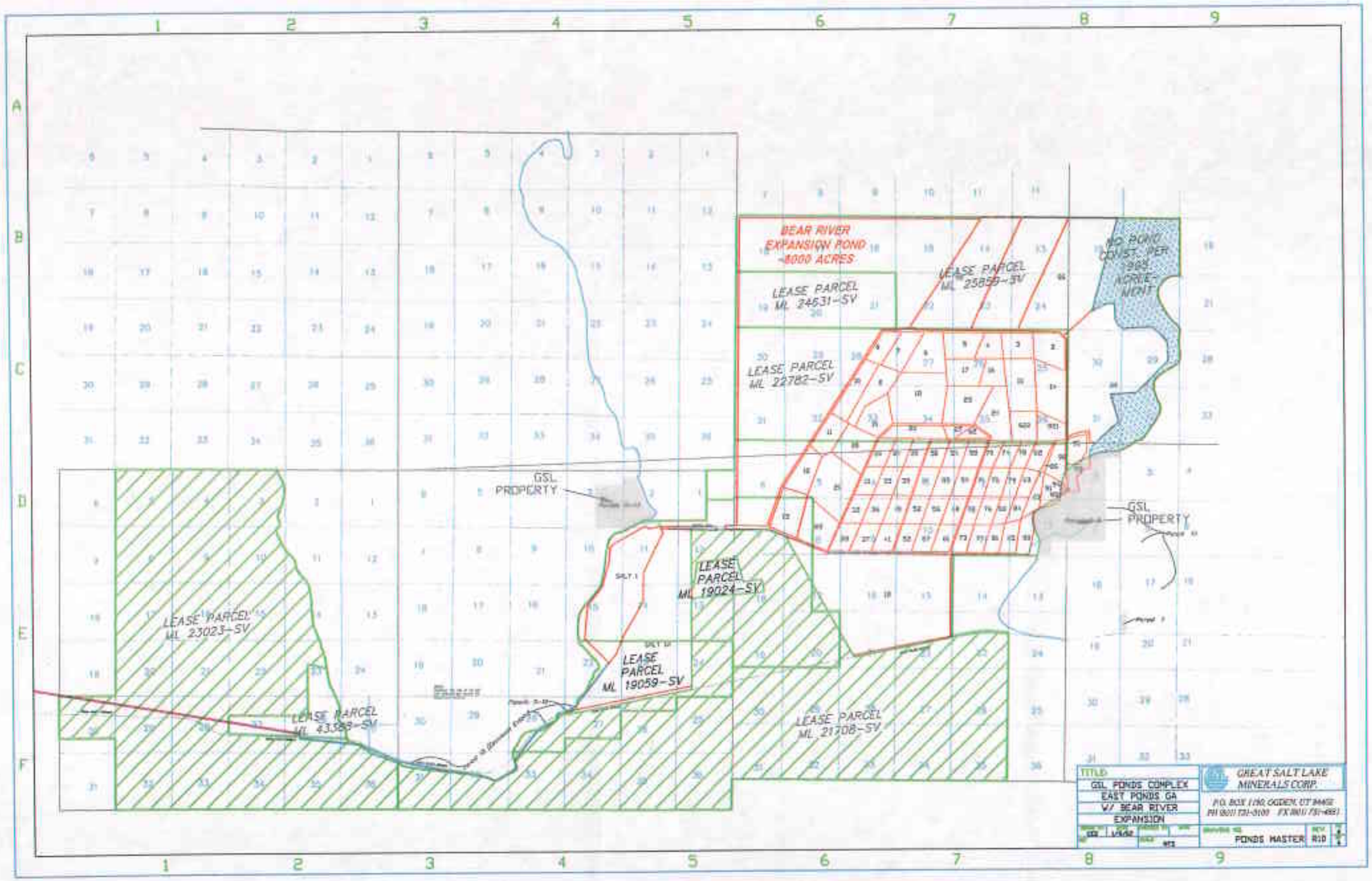

101-01-05-036
STRONGS KNOB
GREAT SALT LAKE
WESTLAKE SOLAR POND
STRONGS KNOB CONTOUR
MAP - AFTER EXCAVATION
APRIL 29, 1992
GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
101-01-05-036
*H49


GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
SECTION A-A
115+00 TO 1056+00
SECTION B-B
NORTH
SOUTH ARM OF GREAT SALT LAKE
NORTH ARM OF GREAT SALT LAKE
BOX ELDER COUNTY
BOX ELDER COUNTY
HILL AIR FORCE RANGE
MOUNTAINS
LAKE SIDE
MINERAL LEASE No 44607
STATE OF UTAH DIVISION OF
STATE LANDS AND FORESTRY
PROPOSED DREDGED
CHANNEL EASEMENT
PROPOSED ADDITIONAL
MINERAL LEASE AREA
SECTION D-D DREDGED CHANNEL PROFILE
EST. MATERIAL REMOVED / 69,500 C.Y.
VIEW C-C
LAKE BOTTOM
18,750'
20'



West Point
Expansion
9/10/1995


PROPOSED FEED CHANNEL
NEW PUMP STATION
LEASE 20000107
DOLPHIN ISLAND EXPANSION POND ~18,000 ACRES
EXPANSION DIKE
INTERIM PS114 INTAKE CANAL
EXISTING PS113 INTAKE CANAL
RELOCATE PUMP STATION
POND 114
PROPOSED LEASE BOUNDARY (REVISED FEB 20, 2007)
POND 113
LEASE PARCEL ML 44607-SK
POND 112
EXISTING LEASE BOUNDARY ML 44607-SK
BEHRENS' TRENCH
RELOCATED STATION
SOUTHERN PACIFIC RAIL-ROAD
EXPANSION DIKE
BORROW PIT
TITLE:
GSL PONDS COMPLEX
WEST PONDS GA
W/DOLPHIN ISLAND 18k
EXPANSION ALT 3
DES
8/23/07
NTS
GREAT SALT LAKE MINERALS CORP.
P.O. BOX 1190, OGDEN, UT 84402
PH (801) 731-3100 FX (801) 731-4091
DRAWING NO.
UPDATED PONDS MASTER
REV
R10


BEAR RIVER EXPANSION POND ~8000 ACRES
LEASE PARCEL ML 24631-SV
LEASE PARCEL ML 25859-SV
LEASE PARCEL ML 22782-SV
NO POND CONST. PER 1983 AGREEMENT
GSL PROPERTY
GSL PROPERTY
LEASE PARCEL ML 19024-SV
LEASE PARCEL ML 19059-SV
LEASE PARCEL ML 23023-SV
LEASE PARCEL ML 43583-SV
LEASE PARCEL ML 21708-SV
TITLE
GSL PONDS COMPLEX
EAST PONDS GA
W/ BEAR RIVER
EXPANSION
GREAT SALT LAKE MINERALS CORP.
P.O. BOX 1190, OGDEN, UT 84402
PH (801) 731-3100 FX (801) 731-4851
PONDS MASTER
R10

MINERAL LEASES & EASEMENTS

GREAT SALT LAKE MINERALS CORPORATION

LARGE MINE PERMIT M/057/02 CONSOLIDATION

Box Elder and Weber Counties, Utah

May 2009

North American Exploration, Inc.
447 North 300 West, Suite 3
Kaysville, Utah 84037
(801) 544-3421

Great Salt Lake Minerals Leases/Easements

Solar Pond Leases

Regulatory Office	Lease ID	Location	County	Area	Payment $/Acre	Legal Desc. ID	Lease Type	Expiration Date	Due Date	Payment Interval	Application Status	Application Date	Reassessment Date
FFSL	ML 19024-SV	East Ponds	Box Elder	3,900.07	$0.50	27316	SALT		1/1/2008	1	Lease	10/25/1961	12/31/2004
FFSL	ML 19059-SV	East Ponds	Box Elder	1,537.19	$0.50	24381	SALT		1/1/2008	1	Lease	11/8/1961	
FFSL	ML 21708-SV	East Ponds	Box Elder	9,155.16	$0.50	24404	SALT	12/31/1994	1/1/2008	1	Lease	1/15/1964	12/31/1994
FFSL	ML 22782-SV	East Ponds	Box Elder	7,580.00	$1.00	24405	SALT		1/1/2008	1	Lease	3/17/1965	1/1/2006
FFSL	ML 23023-SV	Promontory (PS 1)	Box Elder	-523.04	$1.00	24406	SALT		1/1/2008	1	Lease	8/13/1965	1/1/2005
FFSL	ML 24631-SV	East Ponds	Box Elder	1,911.00	$1.00	24411	SALT		1/1/2008	1	Lease	9/22/1967	1/1/2007
FFSL	ML 25859-SV	East Ponds	Box Elder	10,583.50	$1.00	24369	SALT		1/1/2008	1	Lease	11/8/1968	1/1/2008
FFSL	ML 43368-SV	Promontory (PS 1)	Box Elder	708.30	$2.00	33103	SALT	4/30/1997	5/1/2008	1	Lease	4/9/1987	1/1/2007
FFSL	ML 44607-SV	West Ponds	Box Elder	37,829.82	$2.00	35515	SALT	12/31/2000	1/1/2008	1	Lease	7/17/1989	1/1/2001
FFSL	20000107	West Exp (D Island)	Box Elder	23,088.00	$0.00	100438	SALT				Lease	5/29/2007	
SITLA	SULA 1166	West of Pond 114	Box Elder	1,595.90			Industrial	4/30/2049			Active	5/1/1999	
FFSL		West Exp (North)	Box Elder	37,083.00			SALT				Nomination	6/10/2008	
				Land Swap									

Non-Solar Leasee/Easements

Regulatory Office	Lease ID	Location	County	Area	Payment $/Acre	Legal Desc. ID	Lease Type	Expiration Date	Due Date	Payment Interval	Application Status	Application Date	Reassessment Date
FFSL	ESMT 95	Behren's Trench	Box Elder	921.03	$0.00	35575	ROW	5/31/2021			Lease	4/12/1991	
FFSL	SOV-0002-400	PS 113 Inlet Canal	Box Elder	41.19	$0.00	100009	ROW	10/31/2025			Lease	4/10/1995	
SITLA	ML 50730 MP	Strong's Knob	Box Elder	57.00	$10.00		Limestone	2/28/2012	3/1/xx	Annual	Active	3/1/2007	
SITLA	ESMT 96	S Knob Access Road	Box Elder	28.00			ROW	8/31/2021			Active	9/1/1991	
SITLA	ESMT 143	PS 112 Flush Line	Box Elder	21.68			ROW	12/31/2021			Active	1/1/1992	

Inactive Leasee/Easements

Regulatory Office	Lease ID	Location	County	Area	Payment $/Acre	Legal Desc. ID	Lease Type	Expiration Date	Due Date	Payment Interval	Application Status	Application Date	Reassessment Date
FFSL	ML 24189	Promontory (West)	Box Elder	16,299.67	$1.00	24410	SALT				Cancel	4/6/1967	
FFSL	ESMT 96	S.Knob Access Road	Box Elder	28.00	$0.00	36951	ROW	8/31/2021		3	Cancel	5/8/1991	
FFSL	ESMT 97	Willard Canal	Weber	11.00	$0.00	63737	ROW				Application	5/14/1991	

Division of Forestry, Fire, and State Lands (Sovereign Lands)
http://utahinfusion.or.state.ut.us/FFSL/index.cfr GSL ID #3707

State Institution Trust Lands Administration
http://trustlands.utah.gov/

Gre[illegible]alt Lake Minerals Land Swaps

Date 11/25/91

Regulatory Office	Lease ID	Location	Area Relinquished	Area Obtained	Notes
FFSL	ML 24189	East Ponds	16,299.67		lease cancelled
FFSL	ML 25384	East Ponds	1,920.00		lease cancelled
FFSL	ML 44607-SV	West Ponds		31,113.82	original West Pond lease

Date 8/28/98

Regulatory Office	Lease ID	Location	Area Relinquished	Area Obtained	Notes
FFSL	ML 19024-SV	East Ponds	293.00		Notes
FFSL	ML 21708-SV	East Ponds	397.00		
FFSL	ML 22782-SV	East Ponds	1,235.00		
FFSL	ML 24631-SV	East Ponds	4,992.00		
FFSL	ML 44607-SV	West Ponds		6,716.00	lease modified to include additional area

Lease Area Modifications

Regulatory Office	Lease ID	Original Area	Area Relinquished	Current Area	Notes
FFSL	ML 24189	16,299.67	16,299.67	0.00	lease cancelled
FFSL	ML 25384	1,920.00	1,920.00	0.00	lease cancelled
FFSL	ML 19024-SV	20,780.56	293.00	6,446.00	
FFSL	ML 21708-SV	21,239.62	397.00	20,860.29	
FFSL	ML 22782-SV	8,960.00	1,235.00	7,580.00	
FFSL	ML 24631-SV	6,913.07	4,992.00	1,911.00	

Solar Pond Leases

ML-19024

19024

LEASE AGREEMENT

THIS AGREEMENT, made and entered into at Salt Lake City, Utah, by and between the UTAH STATE LAND BOARD, acting in behalf of the STATE OF UTAH, hereinafter referred to as the "STATE", and DIX R. TURNBOW - 50% interest; N. G. MORGAN - 25% interest; and VIRGIL V. PETERSON - 25% interest, having their principal place of business at Salt Lake City, Utah, hereinafter referred to as "LESSEES."

WITNESSETH:

WHEREAS, by instrument of even date herewith the STATE is entering into an agreement with the LESSEES for the payment of royalty on salts, and salt products extracted and recovered by LESSEES from the waters of the Great Salt Lake, excluding the production of Magnesium Chloride and its derivatives, herein referred to as "Royalty Contract," and

WHEREAS, LESSEES desire to use premises of the STATE for or in connection with the extraction and recovery of such salts, salt products, or salt products manufactured therefrom, excluding the production of Magnesium Chloride and its derivatives, and the State has premises suitable for such purposes which it is authorized by law to lease;

NOW, THEREFORE, it is agreed as follows:

1. The STATE does hereby lease to the LESSEES the following described tracts of land situated in Box Elder County, State of Utah;

UNSURVEYED LANDS:

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, W. 2 mi. m/l, N. 1 mi. m/l., W. 1 mi. m/l, N. 1 mi. m/l, W. 1 mi. m/l, N. 7 mi. m/l, W. 1 mi. m/l, N. 1 mi. m/l, W. 1 mi. m/l, N. 3 mi. m/l, W. 1 mi. m/l, N. 2 mi. m/l E. 2 mi. m/l, S. 2 mi. m/l, E. 1 mi. m/l, S. 3 mi. m/l, E. 1½ mi. m/l to the intersection of the meander line of Great Salt Lake with the south line of Section 10, T. 7 N., R. 6 W., SLM, thence south along said meander line to the point where it intercepts the north segment of Mineral Lease #1623, thence westwardly 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 west boundary 1733' m/l to the south property line of the Southern Pacific Company, thence eastward along

said property line 2¼ miles, m/l to the meander line of Great Salt Lake, thence Southeastwardly along said meander line to point of beginning, which when surveyed will probably be described as:

T. 6 N., R. 6 W., SLM		T. 7 N., R. 6 W., SLM	
Sec. 3:	Part	Sec. 5 :	All
Sec. 4:	All	Sec. 6:	All
Sec. 9:	All	Sec. 7:	All
Sec. 10:	Part	Sec. 8:	All
Sec. 11:	Part	Sec. 14:	Part
Sec. 14:	Part	Sec. 15:	Part
Sec. 15:	All	Sec. 16:	All
Sec. 16:	All	Sec. 17:	All
Sec. 21:	All	Sec. 21:	All
Sec. 22:	All	Sec. 22:	All
Sec. 23:	Part	Sec. 23:	Part
Sec. 25:	Part	Sec. 26:	Part
Sec. 26:	Part	Sec. 27:	Part
Sec. 27:	Part	Sec. 28:	All
Sec. 35:	All	Sec. 33:	All
Sec. 36:	Part	Sec. 34:	Part
T. 8 N., R. 6 W., SLM		**T. 8 N., R. 7 W., SLM**	
Sec. 19:	All	Sec. 24:	All
Sec. 30:	All	Sec. 25:	All
Sec. 31:	All		
Sec. 32:	All		

Containing 20,618.63 acres

2. LESSEES agree during the term hereof, as rental for land covered by this lease, to pay the sum of fifty cents ($.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 is payable on the application for this lease. All rentals paid hereunder shall be credited against the royalties, if any, which may accrue on production during the year for which such rentals are paid. There shall be a minimum rental hereunder of Ten Thousand Dollars ($10,000.00) per annum whether or not LESSEES shall surrender or contract a portion of the area of lands under lease.

3. LESSEES shall have the right to use the leased premises for the production or manufacture of salts and salt products, and manufacture of salt products exclusive of the production of Magnesium Chloride and its derivatives.

4. This Lease Agreement shall terminate on August 31, 1978, or at such time as salts are no longer produced in paying quantities, or upon termination of the Royalty Agreement between the parties dated September 1, 1962, whichever is sooner.

5. This Lease is made subject to law and to the rules and regulations of the Utah State Land Board and to such rules and regulations as may be hereafter promulgated by the State.

6. This Lease shall not be assigned, mortgaged or otherwise encumbered or disposed of in whole or in part without the consent of the STATE.

7. The STATE or its officers or agents shall have the right to enter upon the leased premises at all reasonable times to inspect the workings thereon.

8. It is mutually understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the STATE is hereafter divested of such title, the LEssor shall not be liable for any damage sustained by the LESSEE, nor shall the LESSEE be entitled to or claim any refund of rentals or royalties or other moneys theretofore paid to the Lessor.

9. It is understood and agreed that the STATE reserves the right to grant and convey easements over and upon the lands hereby leased for the installation and maintenance of roads, power lines, pipe lines or other facilities, and LESSEES shall not be entitled to any compensation for loss of lands due to the granting of such easements. The STATE also reserves any and all existing easements over and upon the leased premises, and LESSEES agree to use the leased premises in such a manner. The STATE also reserves the right to grant additional leases on the above described lands for other purposes, providing such leases would not conflict with the use of the lands by the LESSEES hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this 1st day of September 1962.

STATE OF UTAH, STATE LAND BOARD

By Max C. Gardner

Max C. Gardner, Director

LESSEES

Dix R. Turnbow

Dix R. Turnbow

N. G. Morgan, Sr.

N. G. Morgan, Sr.

Virgil V. Peterson

Virgil V. Peterson

APPROVED AS TO FORM:
A. PRATT KESLER
ATTORNEY GENERAL
By Ronald N. Boyce

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

On the 28th day of Sept., 1962, personally appeared before me ~~DIX R. TURNBOW,~~ N. G. MORGAN, SR., and VIRGIL V. PETERSON, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Goven under my hand and seal this 28th day of Sept., 1962.

Retire Gardner
Notary Public, residing at:
Salt Lake City, Utah

My Commission expires:
Aug. 23, 1963

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

On the 19 day of Oct, 1962, personally appearbd before me MAX C. GARDNER, 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 the said instrument was signed in behalf of said Board by resolution of the Board, and said MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 19 day of Oct, 1962.

Edith A. Gaines
Notary Public, residing at:
Salt Lake City Utah

My Commission expires:
11-9-63

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared DIX R. TURNBOW, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of September, 1962.

Lynn F. Kerr
LYNN F. KERR
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 19[illegible]

Given under my hand and seal this 28th day of Sept., 1962.

Regina Gardner
Notary Public, residing at:
Salt Lake City, Utah

My commission expires:
Aug. 23, 1963

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

On the 19 day of Oct, 1962, personally appeared before me MAX C. GARDNER, 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 the said instrument was signed in behalf of said Board by resolution of the Board, and said MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 19 day of Oct, 1962.

Edith D. Shinn
Notary Public, residing at:
Salt Lake City Utah

My Commission expires:
11-9-63

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared DIX R. TURNBOW, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of September, 1962.

Lynn F. Kerr

LYNN F. KERR
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1963

19024

19024

LEASE AGREEMENT

THIS AGREEMENT, made and entered into at Salt Lake City, Utah, by and between the UTAH STATE LAND BOARD, acting in behalf of the STATE OF UTAH, hereinafter referred to as the "STATE," and DIX R. TURNBOW - 50% interest, N. G. MORGAN - 25% interest, and VIRGIL V. PETERSON - 25% interest, having their principal place of business at Salt Lake City, Utah, hereinafter referred to as "LESSEES."

WITNESSETH:

WHEREAS, by instrument of even date herewith the STATE is entering into an agreement with the LESSEES for the payment of royalty on salts, and salt products extracted and recovered by LESSEES from the waters of the Great Salt Lake, excluding the production of Magnesium Chloride and its derivatives, herein referred to as "Royalty Contract," and

WHEREAS, LESSEES desire to use premises of the STATE for or in connection with the extraction and recovery of such salts, salt products, or salt products manufactured therefrom, excluding the production of Magnesium Chloride and its derivatives, and the STATE has premises suitable for such purposes which it is authorized by law to lease;

NOW, THEREFORE, it is agreed as follows:

1. The STATE does hereby lease to the LESSEES the following described tracts of land situated in Box Elder County, State of Utah:

UNSURVEYED LANDS:

Commencing at a pointwhere 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:

Township 6 North, Range 6 West, SLM

Sec. 3 - 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 - N½, N½S½
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 m/l

ALSO UNSURVEYED LANDS:

Commencing at a point where the meander line of Great Salt Lake joins or intersects the south boundary of Section 15, 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/l, 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:

Township 6 North, Range 4 West	Township 6 North, Range 5 West
Sec. 7 - All	Sec. 1 - S½
Sec. 8 - W½	Sec. 2 - S½ of unsur. part
Sec. 17 - W½	Sec. 10 - Part, unsur.
Sec. 18 - All	Sec. 11 - Part, unsur.
Sec. 19 - All	Sec. 12 - All
Sec. 20 - All	Sec. 13 - All
	Sec. 14 - All
	Sec. 15 - Part, unsur.

Containing 6,400.00 acres m/l

TOTAL for lease - 20,780.56 acres m/l

2. LESSEES agree during the term hereof, as rental for land covered by this lease, to pay 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 is payable on the application for this lease. The STATE may adjust lease rentals at the end of the first twenty-five years as it shall see fit in the best interest of the STATE. All

rentals paid hereunder shall be credited against the royalties, if any, which may accrue on production during the year for which such rentals are paid. There shall be a minimum rental hereunder of Ten Thousand Dollars ($10,000.00) per annum whether or not LESSEES shall surrender or contract a portion of the area of lands under lease.

3. LESSEES shall have the right to use the leased premises for the production or manufacture of salts and salt products, and manufacture of salt products exclusive of the production of Magnesium Chloride and its derivatives.

4. This lease agreement shall be for a term of Forty-Nine (49) years commencing as of September 1, 1962, and ending August 31, 2011, or upon termination of the Royalty Agreement between the parties dated September 1, 1962, whichever is sooner.

5. This Lease is made subject to law and to the rules and regulations of the Utah State Land Board and to such rules and regulations as may be hereafter promulgated by the STATE.

6. This Lease shall not be assigned, mortgaged, or otherwise encumbered or disposed of in whole or in part without the consent of the STATE.

7. The STATE or its officers or agents shall have the right to enter upon the leased premises at all reasonable times to inspect the workings thereon.

8. It is mutually understood and agreed that this Lease is issued only under such title as the State of Utah may now hold, and that in the event the STATE is hereafter divested of such title, the STATE shall not be liable for any damage sustained by the LESSEE, nor shall the LESSEE be entitled to or claim any refund of rentals or royalties or other moneys theretofore paid to the LESSOR.

9. It is understood and agreed that the STATE reserves the right to grant and convey easements over and upon the lands hereby leased for the installation and maintenance of roads, power lines, pipe lines or other facilities, and LESSEES shall not be entitled to any compensation for loss of lands due to the granting of such easements. The STATE also reserves any and all existing easements over and upon the leased premises, and LESSEES agree to use the leased premises in such a

manner. The STATE also reserves the right to grant additional leases on the above described lands for other purposes, providing such leases would not conflict with the use of the lands by the LESSEES hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first day of September 1962.

STATE OF UTAH - STATE LAND BOARD

By Max C. Gardner
Max C. Gardner, Director

LESSEES:

Dix R. Turnbow
Dix R. Turnbow

N. G. Morgan Sr
N. G. Morgan, Sr.

Virgil V. Peterson
Virgil V. Peterson

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

On the 3rd day of July 1963, personally appeared before me N. G. MORGAN, Sr., and VIRGIL V. PETERSON, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Given under my hand and seal this 3rd day of July 1963.

Relice Gardner
Notary Public in and for
Salt Lake County, Utah

My Commission expires: 8-27-63

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

On this 3d day of July 1963, personally appeared before me MAX C. GARDNER, 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 the said instrument was signed in behalf of said Board by resolution of the Board, and said MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 3d day of July, 1963.

Edith A. Jones
Notary Public in and for
Salt Lake Counnty, Utah

My Commission expires: 11/9/63

STATE OF Utah)
COUNTY OF Salt Lake)) ss:

Before me, the undersigned authority, on this day personally appeared DIX R. TURNBOW, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of July 1963.

Regina Gardner
Notary Public

My Commission expires: 8-27-63

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 duplicate 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 Regulations 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 hereof, 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

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 June, 1970.

STATE OF UTAH, STATE LAND BOARD

LESSOR

By Charles R. Hansen

GREAT SALT LAKE MINERALS
& CHEMICALS CORPORATION

LESSEE

By Harold J. Andrews
President

Attest:

W. H. Christensen
~~XXXXXXXXX~~ 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.

Lily L. Secrist
Notary Public

My Commission Expires:

4-10-72

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 ease line of Section 36, T. 6 N., R. 6 W., SLM, running thence S. 3/1 mi. m/1 to the proposed southeast corner of Section 36, being a township corner, thence W. 5 mi. m/1, N. 1-1/4 mi. m/1, W. 1 mi. m/1, N. 3/4 mi. m/1, E. 1 mi. m/1, N. 4 mi. m/1, E. 2-7/8 mi. m/1 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/1 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/1 to the north boundary of the south segment of Mineral Lease #1623, thence west 7245' m/1 to the proposed west boundary of Section 27, T. 6 N., R. 6 W., SLM, thence south along said west boundary 1526' m/1 to the north property line of the Southern Pacific Company, thence easterly along said property line 2-1/2 miles m/1 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:

Township 6 North, Range 6 West, SLM	
Sec. 3 - 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 - N½, N½S½
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 15, 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/l, 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. No., 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:

Township 6 North, Range 4 West

Sec. 7 - All
Sec. 8 - W½
Sec. 17 - W½
Sec. 18 - All
Sec. 19 - All
Sec. 20 - All

Township 6 North, Range 5 West

Sec. 1 - S½
Sec. 2 - S½ 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.

AMENDMENT TO MINERAL LEASE AGREEMENTS
ML 19024-SV, Tract 2; ML 21708-SV, Tract 2; ML 22782-SV; ML 24631-SV; and ML 44607-SV

This Amendment to Mineral Lease Agreements ML 19024-SV, Tract 2; ML 21708-SV; ML 22782-SV; ML 24631-SV; and ML 44607-SV, subject to the approval and consent of the UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS, a division within the State of Utah Department of Natural Resources (the "Division"), is made and entered into by and between IMC KALIUM OGDEN CORPORATION, a corporation ("IMC Kalium");

RECITALS

WHEREAS, Great Salt Lake Minerals and Chemical Corporation, a corporation ("GSLM"), and the State Land Board and its successor agency, the Division, acting for the State of Utah, entered into lease agreements ML 19024-SV; ML 21708-SV; ML 22782-SV; ML 24631-SV; and ML 44607-SV for the extraction of mineral salts from Great Salt Lake brines; and

WHEREAS, the Division withdrew all sovereign lands from mineral leasing in January 1995, in order to prepare mineral leasing plans for those lands; and

WHEREAS, on January 26, 1996, GSLM filed a mineral lease application with the Division for 6,716 acres of additional lands for expansion of their mineral evaporation ponds in Townships 6, 7 and 8 North, Range 10 and 11 West;

WHEREAS, the Division in the Mineral Leasing Plan, Great Salt Lake, released in final version on June 27, 1996, recommended among its management directions for sovereign lands within Great Salt Lake to "withdraw lands within existing wildlife management areas and areas with more important wildlife, recreational and scenic values from new mineral leasing" and to "evaluate opportunities for trading existing leases with significant resource conflicts for the right to lease in areas with less conflict"; and

WHEREAS, the Division and the Division of Wildlife Resources have identified 6,917 acres of high habitat value sovereign lands leased by IMC Kalium in Townships 6 and 7 North, Range 5 West suitable for implementing the management directions in the Mineral Leasing Plan; and

WHEREAS, IMC Kalium has consented to relinquish these lands in exchange for acres in Townships 6, 7 and 8 North, Range 10 and 11 West; and

WHEREAS, IMC Kalium is the successor-in-interest to GSLM; and

WHEREAS, the Division is the agency with statutory authority to administer mineral leasing on sovereign lands under UCA 65A Chapter 6 and agrees to the exchange of acres as consistent with its statutory and public trust responsibilities;

NOW, THEREFORE, IMC Kalium and the Division agree in consideration of the rents to be paid and the covenants to be observed by IMC Kalium to amend the legal descriptions for mineral leases ML 19024-SV, Tract 2; ML 21708-SV, Tract 2; ML 22782-SV; ML 24631-SV; and ML 44607-SV in Attached Exhibits A through E.

The effective date of this amendment is September 1, 1998.

LESSOR: UTAH DIVISION OF SOVEREIGN LANDS & FORESTRY

Edie Trimmer, Minerals Analyst

LESSEE: IMC KALIUM, OGDEN CORPORATION
P.O. Box 1190
Ogden UT 84402

9/4/98
KL Warnick, VP

APPROVED AS TO FORM:
JAN GRAHAM
ATTORNEY GENERAL

BY:
Stephen Boyden
Assistant Attorney General

EXHIBIT A
ML 19024-SV, Tract 2

Amended Acreage:

Township 6 North, Range 4 West,
Section 7 - All
Section 8 - W½
Section 17 - W½
Section 18 - All
Section 19 - All
Section 20 - All

Township 6 North, Range 5 West,
Section 1 - SE¼; S½S½SW¼ within IMC Kalium's bridge right-of-way;
Section 2 - S½S½SE¼ within IMC Kalium's bridge right-of-way; bed of Great Salt Lake below surveyed meander line in S½S½SW¼ within IMC Kalium's bridge right-of-way;
Section 10 - Bed of Great Salt Lake below surveyed meander line;
Section 11 - Bed of Great Salt Lake below surveyed meander line;
Section 12 - All
Section 13 - All
Section 14 - All
Section 15 - Bed of Great Salt Lake below surveyed meander line;

Containing 6,446 acres, more or less (corrected acreage using protracted survey as approved by the State Land Board on April 18, 1978).

Relinquished acreage:

Township 6 North, Range 5 West, SW
Section 1 - SW¼ north of northern boundary of IMC Kalium's bridge right-of way;
Section 2 - Bed of Great Salt in S½ below surveyed meander line and north of northern boundary of IMC Kalium's bridge right-of-way;

Containing 293 acres, more or less.

Ml 19024-SV, tracts 1 and 2, contains 20,826.56 acres more or less.

EXHIBIT B
Tract 2, ML 21708-SV

Amended Acreage:

Township 6 North, Range 5 West, SLM,
Section 1 - NE¼

Containing 160 acres, more or less. (corrected acreage using protracted survey as approved by the State Land Board on April 18, 1978)

Relinquished acreage:

Township 6 North, Range 5 West, SLM,
Section 1 - NW¼;
Section 2 - Bed of Great Salt in N½ below surveyed meander line;

Containing 397 acres, more or less.

ML 21708-SV, tracts 1-3, contains 20,~~716~~.29 acres, more or less.
20860.29 [illegible] et
9/11/98

EXHIBIT C
ML 22782-SV

Amended Acreage:

Township 7 North, Range 4 West, SLM.
Section 25 - All
Section 26 - All
Section 27 - All
Section 28 - All
Section 29 - All
Section 30 - All
Section 31 - All
Section 32 - All
Section 33 - All
Section 34 - All
Section 35 - All
Section 36 - All

Containing 7,580 acres, more or less (corrected acreage using protracted survey as approved by the State Land Board on April 18, 1978)

Relinquished acreage:

Township 7 North, Range 5 West, SLM.
Section 25 - All;
Section 36 - All;

Containing 1,235 acres, more or less (corrected acreage using protracted survey as approved by the State Land Board on April 18, 1978)

ML 22782-SV contains 7,580 acres, more or less.

EXHIBIT D
ML 24631-SV

Amended Acreage:

Township 7 North, Range 4 West, SLM,
Section 19 - All
Section 20 - All
Section 21 - All

Containing 1,911 acres, more or less.
Bed of Great Salt in N½ below surveyed meander line;

Relinquished acreage:

Township 7 North, Range 5 West, SLM,
Section 13 - All;
Section 14 - All;
Section 15 - Bed of Great Salt below surveyed meander line;
Section 16 - Bed of Great Salt below surveyed meander line;
Section 22 - Bed of Great Salt below surveyed meander line;
Section 23 - All
Section 24 - All
Section 26 - All
Section 27 - Bed of Great Salt below surveyed meander line;
Section 34 - Bed of Great Salt below surveyed meander line;
Section 35 - Bed of Great Salt below surveyed meander line.

Containing 4,992 acres, more or less. Bed of Great Salt in N½ below surveyed meander line;

ML 24631-SV contains 1,911 acres, more or less.

EXHIBIT E
ML 44607-SV

Additional Acreage:

Township 6 North, Range 10 West, SLM.
Section 7 - Bed of Great Salt below surveyed meander line;
Section 8 - Bed of Great Salt below surveyed meander line;
Section 13 - Bed of Great Salt below surveyed meander line;
Section 14 - Bed of Great Salt below surveyed meander line;
Section 15 - Bed of Great Salt below surveyed meander line;
Section 16 - Bed of Great Salt below surveyed meander line;
Section 17 - Bed of Great Salt below surveyed meander line;

Township 6 North, Range 11 West, SLM.
Section 3 - Bed of Great Salt below surveyed meander line;
Section 11 - Bed of Great Salt below surveyed meander line;
Section 12 - Bed of Great Salt below surveyed meander line;

Township 7 North, Range 11 West, SLM.
Section 1 - Bed of Great Salt below surveyed meander line;
Section 11 - Bed of Great Salt below surveyed meander line;
Section 12 - Bed of Great Salt below surveyed meander line;
Section 14 - Bed of Great Salt below surveyed meander line;
Section 15 - Bed of Great Salt below surveyed meander line;
Section 22 - Bed of Great Salt below surveyed meander line;
Section 27 - Bed of Great Salt below surveyed meander line;
Section 34 - Bed of Great Salt below surveyed meander line;

Township 7 North, Range 10 West, SLM.
Section 6 - Bed of Great Salt below surveyed meander line;
Section 7 - Bed of Great Salt below surveyed meander line;

Township 8 North, Range 10 West, SLM.
Section 31 - Bed of Great Salt below surveyed meander line.

Containing 6,716 acres, more or less.

Ml 44607-SV contains 37,829.82 acres, more or less.

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 17 day of September, 1998, personally appeared before me EDIE TRIMMER, who being by me duly sworn did say that she is the Minerals Analyst of the Division of Forestry, Fire and State Lands of the State of Utah and the signer of the above instrument, who duly acknowledged that she executed the same.

Given under my hand and seal this 17 day of September, 1998.

Notary Public
MARILYN MOORE
1419 Baroness Place
Salt Lake City, Utah 84116
My Commission Expires
March 1, 1999
State of Utah

NOTARY PUBLIC, residing at: SLC Ut

My Commission Expires:

STATE OF UTAH)
COUNTY OF)

On the _____ day of _____, 19_____, personally appeared before me _____, signer of the above instrument, who duly acknowledged to me that _____ executed the same.

Given under my hand and seal this _____ day of _____, 19_____.

NOTARY PUBLIC, residing at:

My Commission Expires:

STATE OF UTAH)
COUNTY OF Weber)

On the 4th day of September, 1998, personally appeared before me Kenneth L. Warnick, who being duly sworn did say that he is an officer of IMC Kalium Ogden Corp. and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said K L Warnick acknowledged to me that said corporation executed the same.

Given under my hand and seal this 4th day of September, 1998.

REBECCA M MCNEELY
NOTARY PUBLIC • STATE of UTAH
765 N 10500 W • PO BOX 1100
OGDEN UT 84402
COMM. EXP. 02-01-2002

NOTARY PUBLIC, residing at: Ogden, Utah

My Commission Expires:
2/1/2002

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

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate 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";

WHEREAS, The Lessee has requested that Lease ML 19059, which was issued as of May 1, 1963, be reissued as of August 24, 1966;

NOW, THEREFORE, Pursuant to Rule 25 of the Rules and Regulations of the State Land Board, Lease ML 19059 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 hereof, from the surface of the lands in Box Elder County, State of Utah, particularly described in the Schedule "A" hereto attached and by this reference made a part hereof, consisting of 2,563.79 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 all purposes reasonably incident to the exploration for, mining, removal, extraction, processing, and/or disposal of said minerals and/or

minerals covered by said Royalty Agreement, for a term beginning 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 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) 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-two 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.

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 rights-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 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 until 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 in writing 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 June, 1970.

STATE OF UTAH, STATE LAND BOARD

LESSOR

By Charles R. Hansen

GREAT SALT LAKE MINERALS
& CHEMICALS CORPORATION

LESSEE

By Harold J. Andrews
President

Attest:

W. H. Christensen
~~Assistant~~ 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.

Lily L. Secrist
Notary Public

Residing at Bountiful, Utah

My Commission Expires:

4-10-72

Wm. Gardner
3

AGREEMENT

This Agreement made and entered into as of the 1st day of October, 1963, by and between DIX R. TURNBOW, N. G. MORGAN, SR., VIRGIL V. PETERSON, and MORGAN-PETERSON ENTERPRISES, INC. (hereinafter sometimes collectively called "Nonoperators") and LITHIUM CORPORATION OF AMERICA, INC., a Minnesota corporation (hereinafter called "Operator");

W I T N E S S E T H:

WHEREAS, Nonoperators own those certain leases and all rights thereunder described in the lease agreements executed as of September 1, 1962 and May 1, 1963, and the royalty agreement dated September 1, 1962, all between the State of Utah and Nonoperators, copies of which are attached hereto and made a part hereof for all purposes, which said lease agreements and royalty agreement are hereinafter collectively referred to as the "Lease"; and

WHEREAS, the parties hereto desire to enter into this Agreement for the development and operation of the Lease and salts covered thereby, all in accordance with the terms and provisions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the parties do

hereby covenant and agree as follows:

ARTICLE I

Section 1.1 Nonoperators represent that they own the Lease covering the lands therein described, subject to no overriding royalties, liens, encumbrances, charges or other claims not described therein. The lands, salts and rights therein described are hereinafter called the "Property." Nonoperators agree to hold the Lease and Property during the term of this Agreement, subject to the terms of ARTICLE II and ARTICLE III, and agree not to encumber or permit the encumbering of the same, except as provided in the Lease, so long as this Agreement remains in full force and effect. Nonoperators further agree to make available to Operator all information available to them concerning the Property, the minerals underlying the Property, the mineral content of Great Salt Lake, the extraction of salts from Great Salt Lake, and the construction and development of ponds, channels, trenches and pipelines. Operator covenants and agrees that it shall not encumber the Lease or Property or create any lien against the Lease or Property at any time.

Section 1.2 (a) Upon the execution hereof, Operator shall pay Nonoperators the sum of $37,500. On October 1, 1964, Operator shall pay Nonoperators a further sum of $37,500; provided, however, that if Operator shall terminate this Agreement prior to such date, as permitted in Section 2.3, then such

additional $37,500 shall be paid on or prior to such termination day.

(b) Unless Operator shall have elected to terminate this Agreement pursuant to Section 2.3 hereunder, or shall have elected to create the New Company as provided in ARTICLE III, this Agreement and all rights of Operator hereunder shall terminate on October 1, 1965, provided, however, that Operator may extend the term of this Agreement, at the sole discretion of Operator, on a year to year basis, commencing October 1, 1965, to October 1, 1967, and thereafter with the consent of Nonoperators on a year to year basis, commencing October 1, 1967, to October 1, 1969, in each case on payment of a further sum of $12,500 per year. The election of Operator to extend the term of this Agreement, as provided above, shall be evidenced by written notice to Nonoperators given not less than 60 days before the expiration of the current term of the Agreement; the consent of Nonoperators to an extension of the term of this Agreement, where such consent is required, shall be evidenced by written notice to Operator given not more than 15 days after Nonoperators shall have received notice from Operator of its election to extend the term; and payment of the annual fee of $12,500 shall be made by Operator to Nonoperators on or before the October 1 upon which the extended period commences.

(c) If Operator shall be prevented from conducting operations on the Property by reason of termination of the Lease or by reason of force majeure as described in the Lease or by reason of acts of the State of Utah, Operator shall be relieved from any obligation to make payments under this Section 1.2 for so long as Operator shall be prevented from conducting operations on the Property. Operator at its sole option may at any time within one year of the date upon which it shall first be prevented from conducting operations on the Property elect to terminate this Agreement by written notice to Nonoperators, whereupon Operator shall be relieved of any further obligation under this Section 1.2 or any other portion of this Agreement. Operator shall continue to pay all expenses required to be paid pursuant to Section 2.2 hereof between the date when it is first prevented from conducting operations and the date when it terminates this Agreement. In the event of a termination of this Agreement pursuant to this Section 1.2(c), Nonoperators shall be entitled to retain all payments theretofore made to them by Operator pursuant to this Section 1.2.

ARTICLE II

Section 2.1 By execution and delivery of this Agreement, Nonoperators grant to Operator a license to enter upon and use the Property, during the term of this Agreement, at the sole risk, cost and expense of Operator. It is the intention of Operator to enter upon and use the Property for the purpose of testing and piloting operations to determine the best methods of producing one or more salts on the Property, as permitted by

the Lease, but the nature of such testing and piloting and the extent of development and operation of the Property shall be in the sole discretion of the Operator. All work done upon or in connection with the Property shall be done under the supervision and responsibility of Operator. Operator shall furnish to Nonoperators, not less than quarterly, information as to the current status of all testing, piloting and other developments and operations on the Property. Nonoperators agree to consult with Operator, from time to time, on the testing and piloting and on developing and operating the Property as may be requested by Operator, and Operator agrees to pay or reimburse Nonoperator for all out-of-pocket expenses incurred by Nonoperators in connection with such consultation.

Section 2.2 During the term of this Agreement, and prior to the formation of the New Company referred to in Section 3.1 hereof: (a) Operator shall pay all rentals and any other payments due or to become due under the Lease, with respect to the period commencing October 1, 1963, and ending, in the event this Agreement is terminated, on the date of termination, necessary to continue the Lease in full force and effect; (b) Operator shall obtain and maintain public liability insurance with respect to the Property and the activities of Operator thereon and with respect thereto; (c) at the request of Nonoperators, Operator shall furnish Nonoperators

copies of policies for such insurance; (d) at the request of Nonoperators, Operator shall cause Nonoperators to be named in such policies as a named insured with Operator as their interests may appear; (e) any and all permits, rights of way, easements or other authorizations obtained by Operator shall be obtained at no risk, cost or expense to Nonoperators; and (f) at all reasonable times Nonoperators, their agents and representatives, may go upon the Property and inspect all ponding or mining operations conducted by Operator in connection therewith.

Section 2.3 If Operator shall have made payments to Nonoperators in the amounts and at the times required by Section 1.2, and such payments shall have aggregated not less than $75,000, and if Operator shall have made all payments required by Section 2.2, Operator may terminate this Agreement at any time by written notice to Nonoperators, provided, however, that Operator shall be entitled to reimbursement from Nonoperators in an amount equal to the aggregate of all payments theretofore made by Operator, pursuant to Section 2.2, to the extent that such payments constituted advances upon rentals or insurance relating to the period subsequent to the date of the termination of this Agreement. Upon any termination of this Agreement, whether by lapse of time as provided in Section 1.2(b) hereof or by election of Operator as provided in this Section 2.3, Operator shall be entitled to remove all machinery

and equipment which it may have placed upon the Property other than plumbing and metal headgates installed in connection with any dike or dikes, but shall promptly surrender the Property to Nonoperators with all ponds, dikes (including such plumbing and metal headgates), channels and other similar improvements intact, together with all permits, rights of way, easements and other authorizations secured in connection with the Property, and Nonoperators at their election may take over and continue to use the Property, and all of such improvements and other assets so surrendered, but without any warranty, obligation or liability whatever on the part of Operator.

Section 2.4 Upon any termination of this Agreement, Operator shall have no further right, title or interest hereunder or in or to the Lease or Property, and no further obligation under Section 2.2 or any other Section of this Agreement.

ARTICLE III

Section 3.1 Unless this Agreement shall have terminated as provided in Sections 1.2 and 2.3, Operator shall have the right, at its discretion, to notify Nonoperators of its intention to proceed with the development of the Property beyond the testing and piloting stage, whereupon

(a) the parties shall cause the formation of a new corporation (hereinafter called the "New Company") under the laws of the State of Delaware which shall have an authorized capitalization consisting of 100,000 shares of Common Stock, of the par value of $1.00 per share. The certificate of incorporation of the New Company shall be in the form attached.

(b) Nonoperators shall transfer all lands, salts and rights described in the Lease and relating to lithium chloride to Operator, and shall transfer all of the remainder of the Property, subject to the royalty referred to in the Lease, to the New Company in exchange for 20,000 shares of Common Stock of the New Company, and Operator shall transfer to the New Company (i) all its rights hereunder, other than rights relating to lithium chloride, together with all results of the testing, piloting and investigations of the Property theretofore obtained by the Operator and relating to the extraction of salts from the Property and all improvements, rights of way and related assets made or acquired in connection with the Property, and (ii) the sum of $125,000 in cash, less the total of Operator's

expenditures made in connection with the Property, including but not limited to payments theretofore or simultaneously made under Sections 1.2, 2.1, 2.2 and 3.2 of this Agreement, in exchange for 80,000 shares of Common Stock of the New Company, whereupon the New Company shall assume all obligations of Operator and Nonoperators with respect to the Property and the Lease, and Operator and Nonoperators shall have no further obligations with respect thereto. All parties agree that they will take and acquire the shares of Common Stock of the New Company to be acquired by them pursuant to the provisions hereof for investment and without a view to the distribution thereof.

Section 3.2 Upon the notification by Operator to Nonoperators of its intention to proceed with the development of the Property, as provided in Section 3.1, Operator shall be under no further obligation to make payments pursuant to Section 1.2 of this Agreement, provided that payments theretofore made to Nonoperators pursuant to such Section shall have aggregated not less than $75,000. Upon the formation of the New Company pursuant to Section 3.1, Operator shall pay Nonoperators, in addition to any amounts theretofore paid by Operator to Nonoperators, the sum of $50,000. In addition, thereafter on each anniversary of the incorporation of the New Company, until Payout, Operator shall pay Nonoperators the sum of $10,000;

provided, however, that Operator shall not be obligated to make any such payment if, upon the date such payment shall be due, the New Company shall be prevented from conducting operations on the Property by reason of termination of the Lease or by reason of force majeure as described in the Lease or by reason of acts of the State of Utah. The term "Payout" shall mean the earlier of (i) the time when the net proceeds from operations on the Property received by the New Company equals all expenditures by Operator as direct costs incurred in connection with the Property, including all capital and operating costs and a reasonable allowance for general and administrative costs, or (ii) the time, if any, when the aggregate of the $10,000 annual payments by Operator to Nonoperators pursuant to this Section 3.2 total $50,000.

Section 3.3 All salts and other products, with the exception of lithium chloride, produced or manufactured by the New Company shall be marketed in such manner as shall appear appropriate. Operator hereby agrees that it will not itself produce, manufacture or extract lithium chloride from the Property, pursuant to the rights granted to it in accordance with the provisions of Section 3.1(b) hereof, and that the New Company will be its sole agent for the extraction, production and manufacture of lithium chloride from the Property. Operator agrees to pay to the New Company, as the

total compensation to the New Company for its services in extracting, producing or manufacturing lithium chloride for and on behalf of Operator, a service charge equal to 130% of the direct cost of production of such lithium chloride by the New Company, or 109% of the total cost of production (direct cost of production plus overhead attributable thereto) of such lithium chloride by the New Company, whichever shall be greater, such payment to be made at the time of delivery of lithium chloride to Operator pursuant to written order of Operator.

Section 3.4. If at any time the New Company shall lack sufficient funds to pay the rentals referred to in Section 2.2(a) hereof, it shall send written notice of its inability to make such payments to Operator and Nonoperators. If within thirty days after such written notice one party to this Agreement shall fail or refuse to contribute to the capital of the New Company an amount in cash equal to its pro rata share (based upon its percentage of ownership of issued and outstanding shares of stock of the New Company) of such rentals, and if the other party to this Agreement shall within such period of thirty days make payment in cash to the New Company of its own pro rata share of such rentals, the party to this Agreement which has made such payment shall thereupon be entitled, by giving written notice to the other party of its intention to do so, to purchase from the other party all of its stock in the New Company, for an aggregate purchase

price of $10. If by operation of this Section 3.4 Nonoperators shall repurchase from Operator all of its stock in the New Company, Operator shall in addition, and for no further consideration, transfer and convey to Nonoperators all lands, salts and rights relating to lithium chloride which were transferred to Operator pursuant to the provisions of Section 3.1(b) of this Agreement.

Section 3.5 If at any time Operator shall propose to sell or dispose of all or any portion of the lands, salts and rights relating to lithium chloride which were transferred to Operator pursuant to provisions of Section 3.1(b) of this Agreement, Operator shall notify Nonoperators in writing of the terms and conditions upon which a prospective purchaser or assignee has agreed to acquire all or a portion of such lands, salts and rights from Operator, and Nonoperators shall have the right for a period of thirty days to accept such terms and conditions by giving written notice of such acceptance to Operator, whereupon Operator shall sell and assign such properties to Nonoperators upon such terms and conditions. If Nonoperators shall not, within such period of thirty days, accept such terms and conditions by giving such written notice, Operator shall have the right to proceed to sell or assign such lands, salts and rights, but only upon the terms and conditions theretofore offered to Nonoperators.

ARTICLE IV

Section 4.1 If Operator or any of its affiliates at any time during the life of this Agreement acquires another direct interest or interests involving extraction of salts from the Great Salt Lake, written notice thereof shall be given to Nonoperators who may, at their election, acquire a percentage of such interests at a pro rata portion of Operator's costs thereof. Such percentage shall be available to Nonoperators or any one or more of them desiring to exercise this election. The percentage of such interests which shall be made available by Operator shall be 20% of such interests, provided, however, that if the New Company shall then be in existence and if Nonoperators shall then own less than 20% of the outstanding shares of Common Stock of the New Company, such percentage of interests shall be the same as the percentage of Common Stock of the New Company then owned by Nonoperators.

Section 4.2 Operator agrees to vote in favor of Dix R. Turnbow as a Director and a member of any Executive Committee of the New Company and in the event of his resignation or inability to serve, Operator agrees, to the extent that in its opinion it is consistent with the sound management of the New Company, to cause another of the Nonoperators to be elected to such vacancy.

Section 4.3 All notices herein provided for shall be in writing, and, if not sent by telegram, shall be sent by registered or certified mail. The addresses of the parties hereto to which all notices and communications shall be addressed to are as follows:

Lithium Corporation of America, Inc.
500 Fifth Avenue, New York 36, New York

Virgil V. Peterson
507 Walker Bank Building, Salt Lake City, Utah

The above addresses of either party may be changed by written notice to the other party. Any payment made or notice sent to the names and addresses set forth above shall be deemed a proper payment or notice hereunder.

Section 4.4 This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns who shall take subject to all of the restrictions, limitations and obligations of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date aforesaid.

OPERATOR

LITHIUM CORPORATION OF AMERICA, INC.

ATTEST:

Asst. Secretary

By Vice-President

NONOPERATORS

DIX R. Turnbow

N. G. Morgan, Sr.

Virgil V. Peterson

MORGAN-PETERSON ENTERPRISES, INC.

ATTEST:

By

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

On the 24 day of October, 1963, before me personally appeared DIX R. TURNBOW, N. G. MORGAN, SR., and VIRGIL V. PETERSON, the signers of the above instrument, who duly acknowledged to me that they executed the same.

GIVEN UNDER MY HAND AND SEAL of my office this 24 day of October, 1963.

My Commission Expires:
1-19-67

Elizabeth P. Zimmerman
Notary Public
Residing at Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 24 day of October, 1963 before me personally appeared FREMONT F. CLARKE, who being by me duly sworn did say that he is a Vice President of Lithium Corporation of America, Inc., a Minnesota corporation, and that the above instrument was signed in behalf of said Corporation by authority of its by-laws and by resolution of its board of directors and said FREMONT F. CLARKE acknowledged to me that said Corporation executed the same.

GIVEN UNDER MY HAND AND SEAL of my office this 24 day of October, 1963.

Elizabeth P. Zimmerman
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:
5-19-67

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

On the 24 day of October, 1963 before me personally appeared N J Morgan Sr who being by me duly sworn did say that he is the President of Morgan-Peterson Enterprises, Inc., and that the above instrument was signed in behalf of said Corporation by authority of its by-laws and said President acknowledged to me that said Corporation executed the same.

GIVEN UNDER MY HAND AND SEAL of my office this 24 day of October, 1963.

Elizabeth P. Zimmerman
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:

[illegible] 67

ML - 19059

AMENDMENT TO LEASE AGREEMENT NO. 19059

THIS AGREEMENT, made and entered into as of the 16th day of April, 1965, at Salt Lake City, Utah, by and between the STATE OF UTAH, acting by and through the UTAH STATE LAND BOARD, hereinafter referred to as the "State," and LITHIUM CORPORATION OF AMERICA, INC., a Minnesota corporation duly qualified to do business in Utah, whose address is 579 Fifth Avenue, New York, New York 10017, hereinafter referred to as "LCA,"

W I T N E S S E T H:

RECITALS:

Lease Agreement No. 19059 was, under date of May 1, 1963, entered into between the State of Utah, therein referred to as the "State," and Dix R. Turnbow, N. G. Morgan, Sr. and Virgil V. Peterson, therein referred to as "Lessees." By an assignment dated as of May 16, 1963, said N. G. Morgan, Sr. and said Virgil V. Peterson assigned their interests under said Lease Agreement to Morgan-Peterson Enterprises, Inc. Subsequently and by assignment dated February 24, 1965, the rights under said Lease Agreement were assigned to LCA by said Dix R. Turnbow and Virginia E. Turnbow, his wife, said N. G. Morgan, Sr. and Ethel T. Morgan, his wife, said Virgil V. Peterson and Audrey H. Peterson, his wife, and said Morgan-Peterson Enterprises, Inc.

NOW, THEREFORE, it is hereby agreed by and between the State and LCA that said Lease Agreement No. 19059 be and the same

is hereby amended and modified by adding thereto following paragraph numbered 10 thereof a new and additional numbered paragraph to read as follows:

> "11. Any reference herein as to exclusion of the production of Magnesium Chloride and its derivatives shall be deemed to be eliminated and shall be without further force or effect from and after March 8, 1969, in any event, OR from and after the date of termination of Royalty Agreement No. 18779 of March 8, 1961 (as heretofore amended), between the State and Bonneville-on-the-Hill, should such Royalty Agreement No. 18779 be terminated prior to March 8, 1969, OR from and after the date of expiration or other termination of the exclusive right as to Magnesium Chloride and its derivatives provided for under said Royalty Agreement No. 18779 should such exclusive right expire or be otherwise terminated prior to March 8, 1969."

Said Lease Agreement shall be and remain in force and effect according to the terms and conditions thereof except only as herein and hereby modified.

IN WITNESS WHEREOF, these presents are executed.

STATE OF UTAH - STATE LAND BOARD

By _____
Max C. Gardner, Director

LITHIUM CORPORATION OF AMERICA, INC.

By _____
President

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

On this 16 day of April, 1965, personally appeared before me MAX C. GARDNER, 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 the said instrument was signed in behalf of said Board by resolution of the Board, and said MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Notary Public

My Commission Expires:
4-10-68

STATE OF N.Y.)
COUNTY OF N.Y.) SS.

On this 19 day of April, 1965, personally appeared before me HARRY D. FELTENSTEIN, JR., who being by me duly sworn did say that he is the President of LITHIUM CORPORATION OF AMERICA, INC. and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors and said HARRY D. FELTENSTEIN, JR. acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires:

HOWARD M. PETERSON
NOTARY PUBLIC, State of New York
No. 30-3075950
Qualified in Nassau County
Certificate filed N. Y. County Clerk
Term Expires March 30, 1966

APPROVED AS TO FORM:
[illegible] HANSEN
ATTORNEY GENERAL
By [illegible]

FILED

1965 APR 23

STATE OF
~~LAND OF~~

AMENDMENT TO LEASE AGREEMENT NO. 19024

THIS AGREEMENT, made and entered into as of the 16th day of April, 1965, at Salt Lake City, Utah, by and between the STATE OF UTAH, acting by and through the UTAH STATE LAND BOARD, hereinafter referred to as the "State," and LITHIUM CORPORATION OF AMERICA, INC., a Minnesota corporation duly qualified to do business in Utah, whose address is 579 Fifth Avenue, New York, New York 10017, hereinafter referred to as "LCA,"

W I T N E S S E T H:

RECITALS:

Lease Agreement No. 19024 was, under date of September 1, 1962, entered into between the State of Utah, therein referred to as the "State," and Dix R. Turnbow, N. G. Morgan, Sr. and Virgil V. Peterson, therein referred to as "Lessees." Said Lease Agreement, and particularly the recitals thereof, were modified by an amendment between the parties thereto dated July 25, 1963, and captioned "Amendment to Lease and Royalty Agreement." By an assignment dated October 25, 1962, said N. G. Morgan, Sr. and said Virgil V. Peterson assigned their interests under said Lease Agreement to Morgan-Peterson Enterprises, Inc. Subsequently and by assignment dated February 24, 1965, the rights under said Lease Agreement were assigned to LCA by said Dix R. Turnbow and Virginia E. Turnbow, his wife, said N. G. Morgan, Sr. and Ethel

T. Morgan, his wife, said Virgil V. Peterson and Audrey H. Peterson, his wife, and said Morgan-Peterson Enterprises, Inc.

NOW, THEREFORE, it is hereby agreed by and between the State and LCA that said Lease Agreement No. 19024, as heretofore amended, be and the same is hereby further amended and modified by adding thereto following paragraph numbered 9 thereof a new and additional numbered paragraph to read as follows:

> "10. Any reference herein as to exclusion of the production of Magnesium Chloride and its derivatives shall be deemed to be eliminated and shall be without further force or effect from and after March 8, 1969, in any event, OR from and after the date of termination of Royalty Agreement No. 18779 of March 8, 1961 (as heretofore amended), between the State and Bonneville-on-the-Hill, should such Royalty Agreement No. 18779 be terminated prior to March 8, 1969, OR from and after the date of expiration or other termination of the exclusive right as to Magnesium Chloride and its derivatives provided for under said Royalty Agreement No. 18779 should such exclusive right expire or be otherwise terminated prior to March 8, 1969."

Said Lease Agreement, as heretofore amended, shall be and remain in force and effect according to the terms and conditions thereof except only as herein and hereby modified.

IN WITNESS WHEREOF, these presents are executed.

STATE OF UTAH-STATE LAND BOARD

By _____
Max C. Gardner, Director

LITHIUM CORPORATION OF AMERICA, INC.

By _____
President

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

On this 16 day of April, 1965, personally appeared before me MAX C. GARDNER, 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 the said instrument was signed in behalf of said Board by resolution of the Board, and said MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Notary Public

My Commission Expires:
4-10-68

STATE OF N.Y.)
) SS.
COUNTY OF N.Y.)

On this 19 day of April, 1965, personally appeared before me HARRY D. FELTENSTEIN, JR. who being by me duly sworn did say that he is the President of LITHIUM CORPORATION OF AMERICA, INC. and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors and said HARRY D. FELTENSTEIN, JR. acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires:

HOWARD M. PETERSON
NOTARY PUBLIC, State of New York
No. 30-3075050
Qualified in Nassau County
Certificate filed N. Y. County Clerk
Term Expires March 30, 1967

APPROVED AS TO FORM:
PHIL L. HANSEN
ATTORNEY GENERAL
By

AMENDMENT TO LEASE AGREEMENT NO. 19059

THIS AGREEMENT, made and entered into as of the 16th day of April, 1965, at Salt Lake City, Utah, by and between the STATE OF UTAH, acting by and through the UTAH STATE LAND BOARD, hereinafter referred to as the "State," and LITHIUM CORPORATION OF AMERICA, INC., a Minnesota corporation duly qualified to do business in Utah, whose address is 579 Fifth Avenue, New York, New York 10017, hereinafter referred to as "LCA,"

W I T N E S S E T H:

RECITALS:

Lease Agreement No. 19059 was, under date of May 1, 1963, entered into between the State of Utah, therein referred to as the "State," and Dix R. Turnbow, N. G. Morgan, Sr. and Virgil V. Peterson, therein referred to as "Lessees." By an assignment dated as of May 16, 1963, said N. G. Morgan, Sr. and said Virgil V. Peterson assigned their interests under said Lease Agreement to Morgan-Peterson Enterprises, Inc. Subsequently and by assignment dated February 24, 1965, the rights under said Lease Agreement were assigned to LCA by said Dix R. Turnbow and Virginia E. Turnbow, his wife, said N. G. Morgan, Sr. and Ethel T. Morgan, his wife, said Virgil V. Peterson and Audrey H. Peterson, his wife, and said Morgan-Peterson Enterprises, Inc.

NOW, THEREFORE, it is hereby agreed by and between the State and LCA that said Lease Agreement No. 19059 be and the same

is hereby amended and modified by adding thereto following paragraph numbered 10 thereof a new and additional numbered paragraph to read as follows:

> "11. Any reference herein as to exclusion of the production of Magnesium Chloride and its derivatives shall be deemed to be eliminated and shall be without further force or effect from and after March 8, 1969, in any event, OR from and after the date of termination of Royalty Agreement No. 18779 of March 8, 1961 (as heretofore amended), between the State and Bonneville-on-the-Hill, should such Royalty Agreement No. 18779 be terminated prior to March 8, 1969, OR from and after the date of expiration or other termination of the exclusive right as to Magnesium Chloride and its derivatives provided for under said Royalty Agreement No. 18779 should such exclusive right expire or be otherwise terminated prior to March 8, 1969."

Said Lease Agreement shall be and remain in force and effect according to the terms and conditions thereof except only as herein and hereby modified.

IN WITNESS WHEREOF, these presents are executed.

STATE OF UTAH - STATE LAND BOARD

By Max C. Gardner
Max C. Gardner, Director

LITHIUM CORPORATION OF AMERICA, INC.

By Harry D. Fetter, Jr.
President

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

On this 16 day of April, 1965, personally appeared before me MAX C. GARDNER, 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 the said instrument was signed in behalf of said Board by resolution of the Board, and said MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Notary Public

My Commission Expires:
4-10-68

STATE OF N.Y.)
) SS.
COUNTY OF N.Y.)

On this 14 day of April, 1965, personally appeared before me HARRY D. FELTENSTEIN, JR., who being by me duly sworn did say that he is the President of LITHIUM CORPORATION OF AMERICA, INC. and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors and said HARRY D. FELTENSTEIN, JR. acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires:

HOWARD M. PETERSON
NOTARY PUBLIC, State of New York
No. 30-3073050
Qualified in Nassau County
Certificate filed N. Y. County Clerk
Term Expires March 30, 1969

APPROVED AS TO FORM:
PHIL L. HANSEN
ATTORNEY GENERAL
By

LEASE AGREEMENT

THIS AGREEMENT, made and entered into at Salt Lake City, Utah, by and between the UTAH STATE LAND BOARD, acting in behalf of the STATE OF UTAH, hereinafter referred to as the STATE, and DIX R. TURNBOW - 50% interest, N. G. MORGAN - 25% interest, and VIRGIL V. PETERSON - 25% interest, having their principal place of business at Salt Lake City, Utah, hereinafter referred to as LESSEES.

WITNESSETH:

WHEREAS, by instrument dated September 1, 1962, the STATE entered into an agreement with the LESSEES for the payment of royalty on salts, and salt products, extracted and recovered by LESSEES from the waters of the Great Salt Lake, excluding the production of Magnesium Chloride and its derivatives, herein referred to as Royalty Contract, and

WHEREAS, LESSEES desire to use premises of the STATE for or in connection with the extraction and recovery of such salts, salt products, or salt products manufactured therefrom, excluding the production of Magnesium Chloride and its derivatives, and the STATE has premises suitable for such purposes which it is authorized by law to lease;

NOW, THEREFORE, it is agreed as follows:

1. The STATE does hereby lease to the LESSEES the following described tracts of land situated in Box Elder County, State of Utah:

UNSURVEYED LANDS:

Commencing at a point where the meander line of Great Salt Lake joins or intersects the south boundary of section 28, T. 6 N., R. 5 W., SLM, running thence east 7/8 mi. m/l, N. ¼ mi. m/l, east 1 mi. m/l, N. ½ mi. m/l, east 1 mi. m/l, N. ¼ mi. m/l, east 1 mi. m/l to the proposed east boundary of T. 6 N., R. 5 W., thence N. 1 mi. m/l, W. 2-3/4 mi. m/l, to the meander line of Great Salt Lake, thence S. along said meander line to point of beginning, which when surveyed will probably be described as:

Township 6 North, Range 5 West, SLM

Sec. 22 - Part
Sec. 23 - All
Sec. 24 - All
Sec. 26 - N½N½
Sec. 27 - Part
Sec. 28 - Part

Containing 2,563.79 acres m/l

2. LESSEES agree during the term hereof, as rental for land covered by this lease, to pay 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 is payable on the application for this lease. The STATE may adjust lease rentals at the end of the first twenty-five (25) years as it shall see fit in the best interest of the STATE.

3. LESSEES shall have the right to use the leased premises for the production or manufacture of salts and salt products, and manufacture of salt products which LESSEES shall extract from waters of the Great Salt Lake in accordance with Royalty Contract.

4. This Lease Agreement shall be for a term of Forty-Nine (49) years commencing as of May 1, 1963, and ending April 30, 2012, or upon termination of the Royalty Contract between the parties dated September 1, 1962, whichever is sooner.

5. LESSEE may relinquish this lease as to all or any part of the leased lands by filing with the STATE a written relinquishment and by the payment of all rents due.

6. This Lease is made subject to law and to the rules and regulations of the Utah State Land Board and to such rules and regulations as may be hereafter promulgated by the STATE.

7. This Lease shall not be assigned, mortgaged, or otherwise encumbered or disposed of in whole or in part without the consent of the STATE.

8. The STATE or its officers or agents shall have the right to enter upon the leased premises at all reasonable times to inspect the workings thereon.

9. It is mutually understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the STATE is hereafter divested of such title, the STATE shall not be liable for any damage sustained by the LESSEES, nor shall the LESSEES be entitled to or claim any refund of rentals or royalties or other moneys theretofore paid to the LESSOR.

10. It is understood and agreed that the STATE reserves the right to grant and convey easements over and upon the lands hereby leased for the installation

and maintenance of roads, power lines, pipe lines or other facilities, and LESSEES shall not be entitled to any compensation for loss of lands due to the granting of such easements. The STATE also reserves any and all existing easements over and upon the leased premises, and LESSEES agree to use the leased premises in such a manner. The STATE also reserves the right to grant additional leases on the above described lands for other purposes, providing such leases would not conflict with the use of the lands by the LESSEES hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this first day of May, 1963.

STATE OF UTAH - STATE LAND BOARD

By Max C. Gardner
Max C. Gardner, Director

LESSEES:

Dix R. Turnbow
Dix R. Turnbow

N. G. Morgan Sr.
N. G. Morgan, Sr.

Virgil V. Peterson
Virgil V. Peterson

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

On the 3rd day of July 1963, personally appeared before me N. G. MORGAN, SR., and VIRGIL V. PETERSON, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Given under my hand and seal this 3rd day of July 1963.

Regina Gardner
Notary Public in and for
Salt Lake County, Utah

My Commission expires: 8-27-63

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

Before me, the undersigned authority, on this day personally appeared DIX R. TURNBOW, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of July 1963.

Lorene Gardner
Notary Public

STATE OF UTSH)
) ss:
COUNTY OF SALT LAKE)

On the 3d day of July 1963, personally appeared before me MAX C. GARDNER, 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 the said instrument was signed in behalf of said Board by resolution of the Board, and said MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 3d day of July 1963.

Ruth A. Daines
Notary Public in and for
Salt Lake County, Utah

My Commission expires: 11/9/63

ML 21708

ML-21708

FILED

1966 SEP 15 PM 3 52

LEASE AGREEMENT

THIS AGREEMENT, made and entered into at Salt Lake City, Utah, by and between the UTAH STATE LAND BOARD, acting in behalf of the STATE OF UTAH, hereinafter referred to as the "STATE," and LITHIUM CORPORATION OF AMERICA, INC. - 51% interest; and CHEMSALT CORPORATION - 49% interest, having their respective principal places of business at New York, New York and Wilmington, Delaware, hereinafter sometimes referred to as "LESSEES,"

W I T N E S S E T H:

WHEREAS, by instrument dated September 1, 1962, the STATE entered into an agreement with Dix R. Turnbow, N. G. Morgan, Sr. and Virgil V. Peterson for the payment of royalty on salts and salt products extracted and recovered by lessees thereunder from the leased premises and/or from the waters of the Great Salt Lake, which agreement was amended by instrument dated July 25, 1963, and further amended by instrument dated April 16, 1965, said agreement as so amended being hereinafter referred to as "Royalty Agreement No. 19024;" and

WHEREAS, LESSEES have succeeded to the rights of said Dix R. Turnbow, N. G. Morgan, Sr. and Virgil V. Peterson under said Royalty Agreement No. 19024; and

WHEREAS, a certain Option Agreement was made and entered into May 1, 1964, by and between the State of Utah, therein referred to as the "State" and Dix R. Turnbow, N. G. Morgan, Sr. and Virgil V. Peterson, therein referred to as "Optionees," which Option Agreement through mesne assignments is now vested in said Lithium Corporation of America, Inc. - 51% interest, and Chemsalt Corporation - 49% interest; and

WHEREAS, on June 21, 1966, said Lithium Corporation of America, Inc. and Chemsalt Corporation gave notice to the State Land Board of their exercise of said option as to all of the optioned land (being the leased premises hereinafter described) and paid the necessary advance rental for the balance of the current calendar year; and

WHEREAS, this lease is issued pursuant to the exercise of said option,

NOW, THEREFORE, it is agreed as follows:

1. The STATE does hereby lease to the LESSEES certain tracts of land situated in Box Elder County, State of Utah, particularly described in Schedule "A" attached hereto and by reference made a part hereof, such lands embracing an aggregate of 22,886.62 acres, more or less, in Township 6 North, Ranges 4 and 5 West, SLM.

2. LESSEES agree during the term hereof, as rental for land covered by this lease, to pay 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. The STATE may adjust lease rentals at the end of the first twenty-five years as it shall see fit in the best interest of the STATE. All rentals paid hereunder shall be credited against the royalties, if any, which may accrue on production during the year for which such rentals are paid.

3. LESSEES shall have the right to use the leased premises for the production and/or manufacture of salts and salt products exclusive of the production of magnesium chloride and its derivatives, such exclusion of the production of magnesium chloride and

its derivatives to be without further force or effect from and after March 8, 1969, in any event; OR from and after the date of termination of Royalty Agreement No. 18779 of March 8, 1961 (as heretofore amended), between the STATE and Bonneville-on-the-Hill, should such Royalty Agreement No. 18779 be terminated prior to March 8, 1969; OR from and after the date of expiration or other termination of the exclusive right as to magnesium chloride and its derivatives provided for under said Royalty Agreement No. 18779 should such exclusive right expire or be otherwise terminated prior to March 8, 1969.

4. This lease shall be for a term of forty-nine (49) years commencing as of June 21, 1966, and ending June 20, 2015, or upon termination of Royalty Agreement No. 19024, whichever is sooner.

5. This lease is made subject to law and to the rules and regulations of the Utah State Land Board and to such rules and regulations as may be hereafter promulgated by the STATE.

6. This lease shall not be assigned, mortgaged or otherwise encumbered or disposed of in whole or in part without the consent of the STATE.

7. The STATE or its officers or agents shall have the right to enter upon the leased premises at all reasonable times to inspect the workings thereon.

8. It is mutually understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the STATE is hereafter divested of such title, the STATE shall not be liable for any damage sustained by LESSEES nor shall LESSEES be entitled to or claim any refund of rentals or royalties or other moneys theretofore paid to the STATE.

9. It is understood and agreed that the STATE reserves the right to grant and convey easements over and upon the lands hereby leased for the installation and maintenance of roads, power lines, pipelines or other facilities, and LESSEES shall not be entitled to any compensation for loss of lands due to the granting of such easements. The STATE also reserves any and all existing easements over and upon the leased premises and LESSEES agree to use the leased premises in such a manner. The STATE also reserves the right to grant additional leases on the above described lands for other purposes, providing such leases would not conflict with the use of the lands by LESSEES hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the 21st day of June, 1966.

STATE OF UTAH - STATE LAND BOARD

By _____
MAX C. GARDNER, Director

LESSEES:

LITHIUM CORPORATION OF AMERICA, INC.

By Fremont F. Clarke
Vice - President

CHEMSALT CORPORATION

By Werner Anderson
President

STATE OF New York)
)ss.
COUNTY OF New York)

On the 16th day of August, A. D. 1966, personally appeared before me Fremont F. Clarke, who, being by me

duly sworn, did say that he is Vice President of LITHIUM CORPORATION OF AMERICA, INC., and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors and said FREMONT F. CLARKE acknowledged to me that said corporation executed the same.

Catherine I. Postupack
Notary Public residing at:
341 East 6th St
New York, N.Y. 10003

My commission expires:

CATHERINE I. POSTUPACK
Notary Public, State of New York
No. 31-8419200
Qualified in New York County
Commission expires March 30, 1968

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On the 12th day of August, A. D. 1966, personally appeared before me Werner Duehrssen who, being by me duly sworn, did say that he is President of CHEMSALT CORPORATION and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors and said Werner Duehrssen acknowledged to me that said corporation executed the same.

John G. Houser
Notary Public residing at:
336 McClellan Ave.
Mt. Vernon, N. Y.

My commission expires:

JOHN G. HOUSER
Notary Public, State of New York
No. 60-1870550, Qual. in Westchester Co.
Cert. Filed in New York County
Commission Expire March 30, 1967

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

On the day of , A. D. 1966, personally appeared before me MAX C. GARDNER 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 MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this day of , 1966.

My commission expires:

Notary Public residing at:

AMENDMENT TO MINERAL LEASE AGREEMENTS
ML 19024-SV, Tract 2; ML 21708-SV, Tract 2; ML 22782-SV; ML 24631-SV; and ML 44607-SV

This Amendment to Mineral Lease Agreements ML 19024-SV, Tract 2; ML 21708-SV; ML 22782-SV; ML 24631-SV; and ML 44607-SV, subject to the approval and consent of the UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS, a division within the State of Utah Department of Natural Resources (the "Division"), is made and entered into by and between IMC KALIUM OGDEN CORPORATION, a corporation ("IMC Kalium");

RECITALS

WHEREAS, Great Salt Lake Minerals and Chemical Corporation, a corporation ("GSLM"), and the State Land Board and its successor agency, the Division, acting for the State of Utah, entered into lease agreements ML 19024-SV; ML 21708-SV; ML 22782-SV; ML 24631-SV; and ML 44607-SV for the extraction of mineral salts from Great Salt Lake brines; and

WHEREAS, the Division withdrew all sovereign lands from mineral leasing in January 1995, in order to prepare mineral leasing plans for those lands; and

WHEREAS, on January 26, 1996, GSLM filed a mineral lease application with the Division for 6,716 acres of additional lands for expansion of their mineral evaporation ponds in Townships 6, 7 and 8 North, Range 10 and 11 West;

WHEREAS, the Division in the Mineral Leasing Plan, Great Salt Lake, released in final version on June 27, 1996, recommended among its management directions for sovereign lands within Great Salt Lake to "withdraw lands within existing wildlife management areas and areas with more important wildlife, recreational and scenic values from new mineral leasing" and to "evaluate opportunities for trading existing leases with significant resource conflicts for the right to lease in areas with less conflict"; and

WHEREAS, the Division and the Division of Wildlife Resources have identified 6,917 acres of high habitat value sovereign lands leased by IMC Kalium in Townships 6 and 7 North, Range 5 West suitable for implementing the management directions in the Mineral Leasing Plan; and

WHEREAS, IMC Kalium has consented to relinquish these lands in exchange for acres in Townships 6, 7 and 8 North, Range 10 and 11 West; and

WHEREAS, IMC Kalium is the successor-in-interest to GSLM; and

WHEREAS, the Division is the agency with statutory authority to administer mineral leasing on sovereign lands under UCA 65A Chapter 6 and agrees to the exchange of acres as consistent with its statutory and public trust responsibilities;

NOW, THEREFORE, IMC Kalium and the Division agree in consideration of the rents to be paid and the covenants to be observed by IMC Kalium to amend the legal descriptions for mineral leases ML 19024-SV, Tract 2; ML 21708-SV, Tract 2; ML 22782-SV; ML 24631-SV; and ML 44607-SV in Attached Exhibits A through E.

The effective date of this amendment is September 1, 1998.

LESSOR: UTAH DIVISION OF SOVEREIGN LANDS & FORESTRY

Edie Trimmer, Minerals Analyst

LESSEE: IMC KALIUM, OGDEN CORPORATION
P.O. Box 1190
Ogden UT 84402

9/4/98
KL Warnick, VP

APPROVED AS TO FORM:
JAN GRAHAM
ATTORNEY GENERAL

BY:
Stephen Boyden
Assistant Attorney General

EXHIBIT A
ML 19024-SV, Tract 2

Amended Acreage:

Township 6 North, Range 4 West,
Section 7 - All
Section 8 - W½
Section 17 - W½
Section 18 - All
Section 19 - All
Section 20 - All

Township 6 North, Range 5 West,
Section 1 - SE¼; S½S½SW¼ within IMC Kalium's bridge right-of-way;
Section 2 - S½S½SE¼ within IMC Kalium's bridge right-of-way; bed of Great Salt Lake below surveyed meander line in S½S½SW¼ within IMC Kalium's bridge right-of-way;
Section 10 - Bed of Great Salt Lake below surveyed meander line;
Section 11 - Bed of Great Salt Lake below surveyed meander line;
Section 12 - All
Section 13 - All
Section 14 - All
Section 15 - Bed of Great Salt Lake below surveyed meander line;

Containing 6,446 acres, more or less (corrected acreage using protracted survey as approved by the State Land Board on April 18, 1978).

Relinquished acreage:

Township 6 North, Range 5 West, SW
Section 1 - SW¼ north of northern boundary of IMC Kalium's bridge right-of way;
Section 2 - Bed of Great Salt in S½ below surveyed meander line and north of northern boundary of IMC Kalium's bridge right-of-way;

Containing 293 acres, more or less.

Ml 19024-SV, tracts 1 and 2, contains 20,826.56 acres more or less.

EXHIBIT B
Tract 2, ML 21708-SV

Amended Acreage:

Township 6 North, Range 5 West, SLM,
Section 1 - NE¼

Containing 160 acres, more or less. (corrected acreage using protracted survey as approved by the State Land Board on April 18, 1978)

Relinquished acreage:

Township 6 North, Range 5 West, SLM,
Section 1 - NW¼;
Section 2 - Bed of Great Salt in N½ below surveyed meander line;

Containing 397 acres, more or less.

ML 21708-SV, tracts 1-3, contains 20~~,716~~.29 acres, more or less.
20860.29 [illegible] et
9/11/98

EXHIBIT C
ML 22782-SV

Amended Acreage:

Township 7 North, Range 4 West, SLM,
Section 25 - All
Section 26 - All
Section 27 - All
Section 28 - All
Section 29 - All
Section 30 - All
Section 31 - All
Section 32 - All
Section 33 - All
Section 34 - All
Section 35 - All
Section 36 - All

Containing 7,580 acres, more or less (corrected acreage using protracted survey as approved by the State Land Board on April 18, 1978)

Relinquished acreage:

Township 7 North, Range 5 West, SLM,
Section 25 - All;
Section 36 - All;

Containing 1,235 acres, more or less (corrected acreage using protracted survey as approved by the State Land Board on April 18, 1978)

ML 22782-SV contains 7,580 acres, more or less.

EXHIBIT D
ML 24631-SV

Amended Acreage:

Township 7 North, Range 4 West, SLM,
Section 19 - All
Section 20 - All
Section 21 - All

Containing 1,911 acres, more or less.
Bed of Great Salt in N½ below surveyed meander line;

Relinquished acreage:

Township 7 North, Range 5 West, SLM,
Section 13 - All;
Section 14 - All;
Section 15 - Bed of Great Salt below surveyed meander line;
Section 16 - Bed of Great Salt below surveyed meander line;
Section 22 - Bed of Great Salt below surveyed meander line;
Section 23 - All
Section 24 - All
Section 26 - All
Section 27 - Bed of Great Salt below surveyed meander line;
Section 34 - Bed of Great Salt below surveyed meander line;
Section 35 - Bed of Great Salt below surveyed meander line.

Containing 4,992 acres, more or less. Bed of Great Salt in N½ below surveyed meander line;

ML 24631-SV contains 1,911 acres, more or less.

EXHIBIT E
ML 44607-SV

Additional Acreage:

Township 6 North, Range 10 West, SLM.
Section 7 - Bed of Great Salt below surveyed meander line;
Section 8 - Bed of Great Salt below surveyed meander line;
Section 13 - Bed of Great Salt below surveyed meander line;
Section 14 - Bed of Great Salt below surveyed meander line;
Section 15 - Bed of Great Salt below surveyed meander line;
Section 16 - Bed of Great Salt below surveyed meander line;
Section 17 - Bed of Great Salt below surveyed meander line;

Township 6 North, Range 11 West, SLM.
Section 3 - Bed of Great Salt below surveyed meander line;
Section 11 - Bed of Great Salt below surveyed meander line;
Section 12 - Bed of Great Salt below surveyed meander line;

Township 7 North, Range 11 West, SLM.
Section 1 - Bed of Great Salt below surveyed meander line;
Section 11 - Bed of Great Salt below surveyed meander line;
Section 12 - Bed of Great Salt below surveyed meander line;
Section 14 - Bed of Great Salt below surveyed meander line;
Section 15 - Bed of Great Salt below surveyed meander line;
Section 22 - Bed of Great Salt below surveyed meander line;
Section 27 - Bed of Great Salt below surveyed meander line;
Section 34 - Bed of Great Salt below surveyed meander line;

Township 7 North, Range 10 West, SLM.
Section 6 - Bed of Great Salt below surveyed meander line;
Section 7 - Bed of Great Salt below surveyed meander line;

Township 8 North, Range 10 West, SLM.
Section 31 - Bed of Great Salt below surveyed meander line.

Containing 6,716 acres, more or less.

Ml 44607-SV contains 37,829.82 acres, more or less.

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 17 day of September, 1998, personally appeared before me EDIE TRIMMER, who being by me duly sworn did say that she is the Minerals Analyst of the Division of Forestry, Fire and State Lands of the State of Utah and the signer of the above instrument, who duly acknowledged that she executed the same.

Given under my hand and seal this 17 day of September, 1998.

Notary Public
MARILYN MOORE
1419 Baroness Place
Salt Lake City, Utah 84116
My Commission Expires
March 1, 1999
State of Utah

NOTARY PUBLIC, residing at: SLCty

My Commission Expires:

STATE OF UTAH)
COUNTY OF)

On the _____ day of _____, 19_____, personally appeared before me _____, signer of the above instrument, who duly acknowledged to me that _____ executed the same.

Given under my hand and seal this _____ day of _____, 19_____.

NOTARY PUBLIC, residing at:

My Commission Expires:

STATE OF UTAH)
COUNTY OF Weber)

On the 4th day of September, 1998, personally appeared before me Kenneth L. Warnick, who being duly sworn did say that he is an officer of IMC Kalium Ogden Corp and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said K L Warnick acknowledged to me that said corporation executed the same.

Given under my hand and seal this 4th day of September, 1998.

REBECCA M MCNEELY
NOTARY PUBLIC • STATE of UTAH
765 N 10500 W • PO BOX 1160
OGDEN UT 84402
COMM. EXP. 02-01-2002

NOTARY PUBLIC, residing at: Ogden, Utah

My Commission Expires:
2/1/2002

22782

ML 22782

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

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate as of the 23 day of April, 1965, by and between the STATE LAND BOARD and LITHIUM CORPORATION OF AMERICA, INC., a Minnesota corporation duly qualified to do business in Utah, whose address is 579 Fifth Avenue, New York, New York 10017, hereinafter called Lessee, under and pursuant to Title 65, Utah Code Annotated, 1953,

W I T N E S S E T H:

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,

NOW, THEREFORE, 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 hereof, but only said minerals, in, upon or under the following described tract of land situated in Box Elder County, State of Utah, to-wit:

Unsurveyed lands particularly described as follows, to-wit:

Commencing at the Northwest corner of Township 6 North, Range 3 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

Section 25: All
Section 26: All
Section 27: All
Section 28: All
Section 29: All
Section 30: All
Section 31: All
Section 32: All
Section 33: All
Section 34: All
Section 35: All
Section 36: All

Township 7 North, Range 5 West, SLM, Utah

Section 25: All
Section 36: All

(Containing 8,960 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 all purposes reasonably incident to the exploration for, mining, removal, extraction, processing and/or disposal of said minerals and/or minerals covered by 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.

relating to royalty agreement and to make production reports to lessor of the

ARTICLE I

This lease is granted subject to the laws of the State of Utah, existing regulations of the Utah 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 ten (10) years after January 1, next succeeding the date of issuance, as rental for the land covered by this lease, the sum of fifty cents (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) Ten (10) 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 (50¢) per acre per annum.

(c) All rentals paid hereunder may be credited against actual tonnage royalties, if any, which may accrue on production from the leased lands during theyear for which such rentals are paid, or may be credited against all minimum or tonnage royalties payable under said royalty agreement for, but only for, the period from the date of issuance hereof until ten (10) years after January 1st next succeeding the date of issuance hereof.

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.

SECOND: The right to lease mineral deposits other than those hereby leased which may be contained in said lands, so long as the operations of lessees under such leases do not unreasonably interfere with the right of Lessee herein granted, and in the case of leases other than oil and gas leases such leases will be issued only after notice and hearing as provided in Rule 25(d) unless Lessee shall consent to the issuance thereof in writing.

ARTICLE V

FIRST: In case of expiration, forfeiture, surrender, cancellation or other termination of this lease, all underground ventilating systems, timbering supports, shaft linings, rails and other installations necessary for the support of underground workings of any mines, and all rails or head frames upon or in the said lands shall be and remain a part of the realty and shall revert to the Lessor without further consideration or compensation and shall be left by the Lessee in the lands.

SECOND: All personal property of Lessee located within or upon the said lands, and all buildings, machinery, equipment

and tools (other than the installation to become the property of Lessor as above provided) shall be and remain the property of Lessee and Lessee shall be entitled to, and may, within twelve (12) months after such expiration, forfeiture, surrender, cancallation 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.

THIRD: Lessee shall, upon termination of this lease or abandonment of the leased premises for any reason, seal to Lessor's satisfaction all or such part of the mine openings on the premises as Lessor shall request be sealed.

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 terminate this lease to become effective on the last day of any calendar year, by serving written notice on Lessor of Lessee's intention so to do at least six (6) months prior to the effective date of termination which termination date shall be specified in said notice and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and conditions as to permit the continued operations of the leased premises.

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

Ores mined from said lands may be raised through shafts, wells or inclines located on said lands or on other lands in the area, and may be milled and prepared for market in mills or other facilities located on said lands or on other lands, all as the Lessee may from time to time elect. Ores mined from this or other lands may be carried through drifts or other underground workings in the said lands to shafts or inclines located on other lands, all as the Lessee may from time to time elect. 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 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:

Lithium Corporation of America, Inc.
579 Fifth Avenue
New York, New York 10017

or at such other address as Lessee may from time to time in writing 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 amenable 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.

ARTICLE XV

The Great Salt Lake Authority is considering, and may possibly cause dikes or other construction to be built in or around the Great Salt Lake and Lessee shall have no recourse for damages sustained by reason of any reasonable fluctuation of the water level of the Great Salt Lake for any reason.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 5th day of ~~April~~ May, 1965, but as of the date first hereinabove written.

STATE LAND BOARD

By _____
Max C. Gardner, Director

LITHIUM CORPORATION OF AMERICA, INC.

By _____
President

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

On this 5th day of ~~April~~ May, 1965, personally appeared before me MAX C. GARDNER, 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 the said instrument was signed in behalf of said Board by resolution of the Board, and said MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

Notary Public

My Commission Expires:
4-10-68

STATE OF New York)
) SS.
COUNTY OF New York)

On this 23rd day of April, 1965, personally appeared before me HARRY D. FELTENSTEIN, JR. who being by me duly sworn did say that he is the President of LITHIUM CORPORATION OF AMERICA, INC. and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors and said HARRY D. FELTENSTEIN, JR. acknowledged to me that said corporation executed the same.

Louise C. Dikeman
Notary Public

My Commission Expires:

LOUISE C. DIKEMAN
Notary Public, State of New York
No. 41-6032335
Qualified in Queens County
Term Expires March 30, 1966

STATE LAND BOARD
SALT LAKE CITY, UTAH

STIPULATION RE: FISH AND GAME COMMISSION

This stipulation has reference to Mineral Lease and Agreement ML-22782 dated April 23, 1965, made and entered into between the State Land Board, as Lessor, and Lithium Corporation of America, Inc., as Lessee, covering certain lands in Box Elder County, Utah.

Said lands being lands which the State Fish and Game Commission is authorized to use for the creation, operation, maintenance and management of bird refuges, sanctuaries, public shooting grounds, fishing waters and other recreational activities as provided by Section 23-8-1 Utah Code Annotated, 1953, the Lessee hereby agrees:

(a) That prior to commencement of development operations on the subject land Lessee will submit to the Director, Utah State Department of Fish and Game, a detailed plan of its contemplated operations, together with a map showing the proposed location of dykes or other improvements.

(b) That Lessee will not undertake such development work until the Director has given his written approval thereto.

(c) That Lessee will prosecute such development work in accordance with the plan as approved.

(d) That Lessee will abide by any and all rules and regulations of the State Fish and Game Commission, provided such rules and regulations are not inconsistent with the intent of or with any express or specific conditions of this lease.

Dated: April 23, 1965

LITHIUM CORPORATION OF AMERICA, INC.

By _____
President

Attest:

_____
Secretary

Proof Read

MINERAL LEASE NO. 23023

APPLICATION NO. 23023 GRANT

UTAH STATE LEASE
FOR
SODIUM SALTS AND MINERALS
IN ASSOCIATION THEREWITH
OCCURRING IN BEDDED OR SOLID FORMATION

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate as of the 1st day of September, 1965, by and between the STATE LAND BOARD, Room 105, State Capitol Building, Salt Lake City, Utah, acting in behalf of the State of Utah, hereinafter called the Lessor, and LITHIUM CORPORATION OF AMERICA, INC. and CHEMSALT CORPORATION, hereinafter collectively called the Lessee, under and pursuant to Title 65, Utah Code Annotated, 1953.

WITNESSETH: That 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, process and dispose of sodium salts and minerals in association therewith occurring in bedded or solid formation or formations lying beneath the bottom of the Great Salt Lake and within the following described tract of land situated in Box Elder County, State of Utah, to-wit:

UNSURVEYED LANDS:

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:

Township 6 North, Range 6 West, SLM

Sec. 3 - 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 - N½, N½S½
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 m/l,

together with the right to use and occupy so much of the surface of said land as may be required for all purposes reasonably incident to the exploration for, mining, removal, processing and disposal of said minerals, according to the provisions of this lease, for a primary term beginning on the date stated above and expiring ten years after the January 2nd first succeeding said date, and for as long thereafter as said minerals, or any of them, shall be produced in commercial quantities from said lands or Lessee shall pay the annual rental and the additional annual rental as provided in sub-paragraph "First" of Article III hereof, 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 re-adjustment 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 Utah State Land Board and such reasonable operating regulations as may hereinafter be promulgated by said Board. This lease is also granted subject to the rights of Lessee under Royalty Agreement ML 19024 as amended and Lease Agreement ML 19024 as amended.

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) During the primary term hereof, as rental for the land covered by this lease, the sum of Fifty (50) Cents per acre per annum.

All such payments of rental to be made in advance on the second day of January of each year, except the rental for the year in which this lease is issued, which is payable on the application for this lease.

(b) From and after the end of the primary term hereof, as additional rental for the land covered by this lease, an additional sum of Fifty (50) Cents per acre per annum; provided, however, that if, after the end of the primary term hereof, Lessee should become obligated to pay as annual rental, or minimum royalty, under the terms of any Federal lease covering like or similar minerals under Federal lands an amount in excess of One Dollar ($1.00) per acre per annum, Lessor shall have the right, upon due notice given in writing to Lessee, to adjust the amount payable per acre as additional rental hereunder to equal the difference between the rental rate provided in (a) above, and the highest rental, or minimum royalty, rate in effect in any such Federal lease.

(c) All rentals paid hereunder shall be credited against the royalties, if any, which may accrue on production during the year for which such rentals are paid.

SECOND: To pay a royalty as hereafter provided:

(a) Royalties hereunder shall be based upon the gross market value at the point of shipment or use for each ton avoirdupois dry weight of products extracted and shipped hereunder. Royalty payments shall be 1.5 per cent of said gross market value for the 1st five years after shipment is started, 2.0 per cent for the next 5 years, and thereafter such rates shall be increased at the rate of 0.2 of 1 per cent for each succeeding year until the maximum of 5 per cent is attained. The royalty on sodium chloride shall be $0.10 per ton. Notwithstanding such percentage rates, the royalty payments shall not be less than:

$0.10 per ton on Sodium Sulphate
$0.20 per ton on Magnesium Oxide
$0.30 per ton on Potassium Chloride
$0.60 per ton on Magnesium Chloride

The gross market value of the products shipped upon which the royalty payments are to be paid, shall not include amounts expended for bags, boxes, receptacles or other costs directly related or necessary in the shipping of any product.

(b) Whenever the Lessee shall receive any bonus, premium or other payment varying with quantity or quality of product delivered, such bonus, premium or other payment shall be considered a part of the value on which royalty shall be paid, unless it may not lawfully be so considered.

(c) If Lessor elects to do so as hereinafter provided, it may take royalty in kind, in which case it shall receive the royalty percentage of the total refined product originating from the lands hereby leased.

THIRD:

(a) When paid in money, the royalties required to be paid by paragraph Second shall be due and payable quarterly on or before the 15th day of the month next succeeding the quarter in which the material is sold.

(b) When royalty is to be taken in kind the Lessee will be notified prior to March 1 that delivery of royalty products will be required beginning June 1 of that year for a stated period not exceeding 12 months. When paid in kind royalty products shall be delivered in merchantable condition at the point of shipment without cost to the Lessor, unless otherwise agreed to by the parties hereto, at such time and in such storage compartments provided by the Lessee as may reasonably be required by the Lessor, provided that the Lessee shall not be required to hold the royalty products in storage for more than 60 days beyond the end of the month in which produced, and provided further, that the Lessee shall in no manner be responsible or held liable for the loss or destruction of the royalty product in storage from causes over which the Lessee has no control.

FOURTH: To prepare and forward to the State Land Office, on or before the 15th day of the month next succeeding the quarter in which the material is sold, a certified statement as to the production, quantity marketed, and price received on all of the leased substances disposed of from said lands, and such other additional information as the State Land Board may from time to time require.

FIFTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch, of the workings in each section of the leased lands adjacent, said maps to be coordinated with reference to a public land corner so that they can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All surveys shall be made by a licensed engineer and all maps certified to by him.

SIXTH: Not to fence or otherwise make inaccessible to stock any watering place on the premises without first obtaining the written consent of Lessor, nor to permit or contribute to the pollution of any surface or sub-surface water available or capable of being made available for domestic or irrigation use.

SEVENTH: No to assign this lease or any interest therein, nor sublet any portion of the leased premises, or any of the rights and privileges herein granted, 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 working of these or other lands belonging to or administered by the Lessor containing mineral deposits or for other use.

SECOND: The right to use, lease, sell, or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or Laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the exploration for mining, removal, processing or disposal of the leased substances therein, and to lease mineral deposits other than those hereby leased which may be contained in said lands, so long as the operations of Lessees under such leases do not unreasonably interfere with the rights of Lessee herein granted.

ARTICLE V

FIRST: In case of expiration, forfeiture, surrender or other termination of this lease, all underground ventilating systems, timbering supports, shaft linings, rails and other installations necessary for the support of underground workings of any mines, and all rails or head frames upon or in the said lands shall be and remain a part of the realty and shall revert to the Lessor without further consideration or compensation and shall be left by the Lessee in the lands.

SECOND: All personal property of Lessee located within or upon the said lands, and all buildings, machinery, equipment and tools (other than the installation to become the property of Lessor as above provided), shall be and remain the property of Lessee and Lessee shall be entitled to, and may, within twelve (12) months after such expiration, forfeiture, surrender 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, other than those items which are to remain the property of the Lessor as provided above and in Article XII hereof.

THIRD: Lessee shall, upon termination of this lease or abandonment of the leased premises for any reason, seal to Lessor's satisfaction or such part of the mine openings on the premises as Lessor shall request be sealed.

ARTICLE VI

It shall be the responsibility of the Lessee to slope the sides of all operations of a surface nature to an angle of not less than 45 degrees or to erect a barrier around such operation as the State Land Board may require. Such sloping or fencing shall become a normal part of the operation of the lease so as to keep pace with such operation to the extent that such operation shall not constitute a hazard.

ARTICLE VII

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 VIII

Lessee may terminate this lease in whole or in part to become effective on the last day of any calendar year, by serving written notice on Lessor of Lessee's intention so to do at least six months prior to the effective date of such termination or partial termination which termination date shall be specified in said notice and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and conditions as to permit the continued operations of the leased premises.

ARTICLE IX

Lessor, its officers and agents, shall have the right at all times to go in and upon the leased lands and premises, during the term of said lease to inspect the work done and the progress thereof on said lands and the products obtained therefrom, and to post any notices on the said lands that it may deem fit and proper; and also shall permit any authorized representatives of the Lessor to examine all books and records pertaining to operations under this lease, and to make copies of and extracts from the same if desired.

ARTICLE X

This lease is issued only under such title as the State of Utah may now hold. 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 XI

Lessee agrees to observe faithfully the provisions of Title 65, Chapter 1, Section 18, Utah Code Annotated 1953.

STATE OF New York)
) SS.
COUNTY OF New York)

On the 21st day of September, 1965, personally appeared before me Harry D. Feltenstein Jr., who, being by me duly sworn did say that he is President of LITHIUM CORPORATION OF AMERICA, INC. and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Harry D. Feltenstein, Jr. acknowledged to me that said corporation executed the same.

Louise C. Dikeman
Notary Public

LOUISE C. DIKEMAN
Notary Public, State of New York
No. 41-6032335
Qualified in Queens County
Term Expires March 30, 1966

My Commission Expires:

STATE OF new york)
) SS.
COUNTY OF new york)

On the 30 day of Sept, 1965, personally appeared before me WERNER DUEHRSSEN, who, being by me duly sworn did say that he is the President of CHEMSALT CORPORATION and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said WERNER DUEHRSSEN acknowledged to me that said corporation executed the same.

Gilbert Fredberg
Notary Public

GILBERT FREDBERG
Notary Public, State of New York
No. [illegible]
Qualified in [illegible]
Term Expires [illegible] 1966

My Commission Expires:

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

On the 18 day of October, 1965, personally appeared before me MAX C. GARDNER, 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 MAX C. GARDNER acknowledged to me that said Board executed the same in behalf of the State of Utah.

[illegible]
Notary Public

My Commission Expires:
4-10-68

and Lessees by execution of this agreement acknowledge that Lessees have read and are familiar with the terms and conditions of said Royalty Agreement and said supplement thereto. Anything herein to the contrary notwithstanding, it is expressly understood and agreed that the State grants no rights to Lessees with respect to magnesium chloride which have been granted exclusively to Bonneville-on-the-Hill by said Royalty Agreement and said supplement thereto. However, notwithstanding any other provision of this lease, this lease shall extend to and include magnesium chloride and its derivatives from and after March 8, 1969, in any event; OR from and after the date of termination of Royalty Agreement No. 18779 of March 8, 1961 (as heretofore amended), between the State and Bonneville-on-the-Hill, should such royalty Agreement No. 18779 be terminated prior to March 8, 1969; OR from and after the date of expiration or other termination of the exclusive right as to magnesium chloride and its derivatives provided for under said Royalty Agreement No. 18779 should such exclusive right expire or be otherwise terminated prior to March 8, 1969. It is expressly understood that nothing in this paragraph 14 shall be construed as in any manner (1) restricting, limiting or diminishing any present existing rights of Bonneville-on-the-Hill or its successors in interest under said Royalty Agreement No. 18779; or (2) enlarging, prior to the date upon which this lease shall extend to and include magnesium chloride and its derivatives as above provided, any rights of the Lessees or any successor or successors in interest of the Lessees under this lease with respect to magnesium chloride.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 21st day of September, 1965, but as of the date first hereinabove written.

LESSOR:

STATE OF UTAH, STATE LAND BOARD

By _____
Director

APPROVED AS TO FORM:
PHIL L. HANSEN
ATTORNEY GENERAL
By _____

LESSEE:

LITHIUM CORPORATION OF AMERICA, INC.

Attest:

_____
Secretary

By _____
President

CHEMSALT CORPORATION

Attest:

_____
Secretary

By _____
President

ARTICLE XV

Lessee shall, by the end of the primary term hereof, commence mine development operations upon the lands included herein and shall thereafter diligently continue such mine development operations or mining and production operations within said area. Provided, however, that if such mine development operations, or mining and production operations, shall be interrupted by labor disputes, Acts of God, operation of Federal or State Laws, regulations or orders, accidents, delays in transportation, inability to obtain necessary labor or to obtain necessary materials in open market, or because market conditions are such that Lessee cannot operate except at a loss, this lease shall nevertheless continue and such cessation of mine development operations or mining and production operations shall not terminate this lease, so long as Lessee continues to make the payments required by sub-part "First" of Article III.

ARTICLE XVI

Any notice contemplated herein to be served upon 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:

Lithium Corporation of America, Inc.
Chemsalt Corporation
c/o Lithium Corporation of America, Inc.
579 Fifth Avenue
New York, New York 10017

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

ARTICLE XVII

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 XVIII

Lessee's rights granted herein are limited by and subject to the exclusive rights of Bonneville-on-the-Hill or its successors in interest under that certain Royalty Agreement No. 18779 dated March 8, 1961 and the supplement thereto dated October 13, 1961

ARTICLE XII

Lessee agrees to reimburse the owner or Lessee of the surface of the leased premises, for actual damages thereto and injury to improvements thereon resulting from Lessee's operations hereunder, provided that Lessee shall not be held responsible for acts of providence or occurrences beyond Lessee's control. Lessee or assignee agrees not to create overriding royalties in excess of two per cent (2%) of the gross amount received for or gross value of the leased substances produced.

ARTICLE XIII

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 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 XIV

Ores mined from said lands may be raised through shafts or inclines located on said lands or on other lands in the area, and may be milled and prepared for market in mills or other facilities located on said lands or on other lands, all as the Lessee may from time to time elect. Ores mined from this or other lands may be carried through drifts or other underground workings in the said lands to shafts or inclines located on other lands, all as the Lessee may from time to time elect. Ores mined from other lands may be milled and prepared for market in mills or other facilities located on the subject lands as the Lessee may from time to time elect. 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.

ML 23023

AMENDMENT OF LEASE AND AGREEMENT ML 23023-SV

THIS AMENDMENT of the Lease and Agreement is entered into this 27th day of January, 1997 by and between the DIVISION OF FORESTRY, FIRE AND STATE LANDS, DEPARTMENT OF NATURAL RESOURCES, STATE OF UTAH (the "Division") and Great Salt Lake Minerals Corporation ("Lessee")

Recitals

1. The Division is designated as the state agency that is responsible for the management of sovereign lands of the State of Utah.

2. The Division is obligated to receive full value for the public trust resources leased to persons for profit. This obligation includes obtaining a fair royalty for salt produced from the waters of Great Salt Lake. In accordance with this obligation, the Division has implemented rules which provide that the Division shall readjust the royalty rate for sodium chloride on all royalty agreements negotiated prior to July 9, 1992 to a rate that reasonably correlates with the fair market value of the public trust resources.

3. On September 1, 1965, the State Land Board acting on behalf of the State of Utah entered into a Utah State Lease and Agreement with Lithium Corporation of America, Inc. and Chemsalt Corporation, granting the Lessees the right, on the terms and conditions set forth to divert water from Great Salt Lake for the purpose of extracting salts and other minerals subject to the payment of royalties. The Lease and Agreement is designated by the Division as ML 23023-SV.

4. Great Salt Lake Minerals Corporation is successor in interest to the original Lessees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Division and Lessee agree to amend to Lease and Agreement ML 23023-SV as follows:

Agreement

1. The royalty rate for extraction of sodium chloride under the Lease and Agreement shall be increased to $.50 per dry ton and shall be phased in as provided in Paragraph 2. The royalty rate shall be annually adjusted thereafter, as provided in Paragraph 3.

2. The royalty rate shall be phased in and the Lessee shall determine the royalty due to the Division under the Lease and Agreement as follows:

(a) Effective February 1, 1997, the royalty rate for sodium chloride shall be $0.20 per dry ton.

(b) Effective January 1, 1998 and on each January 1 thereafter until the rate is not less than $.50, the royalty rate for sodium chloride shall be increased by $0.10 per dry ton.

(c) The annual adjustment shall continue until the royalty rate for a lessee is not less than $0.50 per dry ton or an amount per ton as determined under Paragraph 3, whichever is greater.

3. Effective January 1, 2001 or the January 1 of the year on which the royalty paid by lessee is not less than $0.50 per dry ton, whichever is later, the royalty rate for sodium chloride will be adjusted annually for the following year based on the change in the Producer Price Index for Industrial Commodities using the following formula: the $.50 per ton royalty rate times the Producer Price Index for Industrial Commodities for December of the current calendar year divided by the Producer Price Index for Industrial Commodities for December 1997.

4. By this amendment, the parties do not intend to modify any other terms or conditions of this Lease and Agreement and hereby reaffirm all such terms.

5. The parties agree that this modification and the associated Lease and Agreement with amendments and leases represent the entire understanding of the parties and that there are no other agreements, verbal or otherwise, relating to the royalty extraction of sodium chloride.

WHEREFORE, the State of Utah, acting by and through the Utah Division of Forestry, Fire and State Lands and Great Salt Lake Minerals Corporation, Lessee, have entered into this Amendment to the Lease and Agreement on the date first above written.

DIVISION:

DIVISION OF FORESTRY FIRE AND STATE LANDS
1594 W. North Temple Suite 3520
Box 145703
Salt Lake City UT 84114-5703

ARTHUR W. DUFAULT, DIRECTOR

LESSEE:

GREAT SALT LAKE MINERAL CORPORATION
PO Box 1190
Ogden UT 84402

APPROVED AS TO FORM
ATTORNEY GENERAL

BY:
STEVEN ALDER
ASSISTANT ATTORNEY GENERAL

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 5th day of February, 1997, personally appeared before me ARTHUR W. DUFAULT, who being by me duly sworn did say that he is the Director of the Division of Forestry, Fire and State Lands of the State of Utah and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 5th day of February, 1997.

Peggy R. Harper

NOTARY PUBLIC, residing at:

My Commission Expires:

9-20-2000

NOTARY PUBLIC
PEGGY R. HARPER
1594 W. N. Temple, Ste. 3520
Salt Lake City, UT 84114
My Commission Expires
September 20, 2000
STATE OF UTAH

STATE OF UTAH)
COUNTY OF)

On the 27th day of January, 1997, personally appeared before me Robert F Clark, signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and seal this 27th day of January, 1997.

REBECCA M. McNEELY
NOTARY PUBLIC • STATE of UTAH
765 NORTH 10500 WEST
OGDEN, UT 84401
COMM. EXP. 3-1-98

Rebecca M. McNeely

NOTARY PUBLIC, residing at:

Ogden Utah

My Commission Expires:

3-1-98

ML-
24631

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

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate as of the 2nd day of October, 1967, by and between the STATE LAND BOARD and GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION, a Delaware corporation, 579 Fifth Avenue, New York, New York 10017, 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

NOW, THEREFORE, 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 hereof, from the surface of the following described lands in Weber and Box Elder Counties, State of Utah, to-wit:

SCHEDULE "A"

Beginning at a point 15.50 ch. East of the Southwest corner of Section 35, Township 7 North, Range 5 West, SLM, which point is the intersection of the South Boundary of the aforesaid Section and Township and the meander line as established by the survey, Plat dated October 21, 1885.

Thence North and Northwesterly along said meander line through Section 35, 34, 27, 22, 15 and 16 a distance of approximately 4.3 miles to the intersection of said meander line and the North line of Section 16:

Thence East 3.1 miles;
Thence South 1/2 mile;

Thence East 3 miles;

Thence South 1 mile;

Thence West 3 miles;

Thence South 1/2 mile;

Thence West 1 mile;

Thence South 2 miles;

Thence West 64.50 ch. more or less to the point of beginning;

which lands, when surveyed, will probably be:

Township 7 North, Range 5 West, SLM

Section 13:	All	640.00 acres
Section 14:	All	640.00 acres
Section 15:	That part eastward of meander line survey	554.29 acres
Section 16:	That part eastward of meander line survey	3.07 acres
Section 22:	That part eastward of meander line survey	414.62 acres
Section 23:	All	640.00 acres
Section 24:	All	640.00 acres
Section 26:	All	640.00 acres

Township 7 North, Range 5 West, SLM (Cont.)

Section 27:	That part eastward of meander line survey	228.30 acres
Section 34:	That part eastward of meander line survey	16.09 acres
Section 35:	That part eastward of meander line survey	576.70 acres

Township 7 North, Range 4 West, SLM

Section 19:	All	640.00 acres
Section 20:	All	640.00 acres
Section 21:	All	640.00 acres

containing 6,913.07 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 all purposes reasonably incident to the exploration for, mining, removal, extraction, processing and/or disposal of said minerals and/or minerals covered by 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 ten (10) years after January 1, next succeeding the date of issuance, as rental for the land covered by this lease, the sum of fifty cents (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) Ten (10) 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 (50¢) per acre per annum.

(c) All rentals paid hereunder may be credited against actual tonnage royalties, if any, which may accrue 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.

SECOND: Mineral deposits other than those hereby leased which may be contained in said lands.

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 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

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, 579 Fifth Avenue, New York, New York 10017

or at such other address as Lessee may from time to time in writing 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 amenable 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 now 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.

ARTICLE XV

The Great Salt Lake Authority is considering, and may possibly cause dikes or other construction to be built in or around the Great Salt Lake and Lessee shall have no recourse for damage sustained by reason of any reasonable fluctuation of the water level of the Great Salt Lake for any reason.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 8th day of November, 1967, but as of the date first hereinabove written.

STATE OF UTAH, STATE LAND BOARD

By [signature]
DIRECTOR LESSOR

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

Attest: [signature] by [signature]
Secretary President

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

On the NOV 9 1967 day of 1967, personally appeared before me ~~Charles R. Hansen~~ Lee F Young who being by me duly sworn did say that he is the Acting 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~~ Lee F Young acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this day of NOV 9 1967 1967

My commission Expires: APR 10 1968

Notary Public

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On the 6th day of November, A. D. 1967, personally appeared before me Harry D. Feltenstein, Jr. who, being by me duly sworn, did say that he is the President of GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors and said Harry D. Feltenstein, Jr. acknowledged to me that said corporation executed the same.

Notary Public residing at:

My commission expires:

JOSEPH PRESTIFILIPPO
NOTARY PUBLIC, State of New York
No. 41-3157740 Queens County
Commission Expires March 30, 1969

ML
25859

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

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate as of the 20th day of November, 1968, by and between the STATE LAND BOARD and GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION, a Delaware corporation, Two Pennsylvania Plaza, New York, New York, 10001, 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,

NOW, THEREFORE, 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 hereof, 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, containing a total of 10,583.50 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 all purposes reasonably incident to the exploration for, mining, removal, extraction, processing and/or disposal of said minerals and/or minerals covered by 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 ten (10) years after January 1, next succeeding the date of issuance, as rental for the land covered by this lease, the sum of fifty cents (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 pro-rated to January 1st next succeeding the date of issuance.

(b) Ten (10) 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 (50¢) per acre per annum.

(c) All rentals paid hereunder may be credited against actual tonnage royalties, if any, which may accrue 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.

SECOND: Mineral deposits other than those hereby leased which may be contained in said lands.

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 operation 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

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

or at such other address as lessee may from time to time in writing 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 adendum, 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.

ARTICLE XV

The Great Salt Lake Authority is considering, and may possibly cause dikes or other construction to be built in or around the Great Salt Lake and lessee shall have no recourse for damages sustained by reason of any reasonable fluctuation of the water level of the Great Salt Lake for any reason.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 16 day of December, 1968, but as of the date first hereinabove written.

STATE OF UTAH, STATE LAND BOARD

LESSOR

By Charles R. Hansen

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

LESSEE

ATTEST:

W. H. Christensen
Assistant Secretary

By Harry W. Fetterley
President

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

On the 8 day of Jan, ~~1968~~ 1969, 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 8 day of Jan, ~~1968~~ 1969.

My commission expires: 4-10-72

Lily T. Secrist
Notary Public

SCHEDULE "A"

(To Lease ML No. 25859)

Unsurveyed lands in Weber and Box Elder Counties, Utah, particularly described as follows:

Beginning at a point 40 chains North of the Southwest corner of Section 6, Township 6 North, Range 3 West, SLB&M, which point is the intersection of the West Boundary of the aforesaid Section and Township and the meander line survey of Great Salt Lake as approved in 1888;

Thence North 40 chains more or less to the Northwest corner of said Section 6 which is also the projected Northwest corner of Township 6 North, Range 3 West, SLB&M;

Thence North 2 miles;

Thence West 3 miles;

Thence North 1 mile;

Thence West 3 miles;

Thence North 1 mile;

Thence East 8 miles;

Thence South 1 mile and 6 chains more or less to the point of intersection of the West line of Section 21, Township 7 North, Range 3 West, SLB&M and the meander line survey;

Thence along said meander line through Sections 20, 29, & 32, Township 7 North, Range 3 West, SLB&M and Sections 5 & 6, Township 6 North, Range 3 West, SLB&M, a distance of 5.25 miles more or less to the point of beginning;

which lands, when surveyed, will probably be:

Township 6 North, Range 3 West, SLB&M		Acres
Section 5:	That part Northward of meander line survey	19.0
Section 6:	That part Northward of meander line survey	146.0
Township 7 North, Range 3 West, SLB&M		
Section 20:	That part Northward and Westward of meander line survey	537.70 537.70
Section 29:	That part Westward of meander line survey	558.20

MINERAL LEASE APPLICATION NO. 43388 MINERAL LEASE NO. _____

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

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate as of the 27th day of April, 19 87, by and between the BOARD OF STATE LANDS & FORESTRY, 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 the Great Salt Lake which agreement shall herein, for convenience, be referred to as the "royalty agreement" and,

NOW THEREFORE, 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, and extract, process, and/or dispose of all the minerals referred to in the caption hereof, from the surface of the following-described lands in Box Elder County, State of Utah, TO WIT:

Township 6 North, Range 6 West, SLB&M.
A part of the bed of the Great Salt Lake in Sec.'s 23, 25, 26, and 27 described as follows: Beg at a point 4846 ft. W and 754.7 ft. N 29°00' W from the NE cor of the SE¼ of Sec. 25; th N 19°20' W 4800 ft.; th N 70°08' W 1500 ft.; th S 00°48' E 2636 ft.; th S 2376 ft.; th W 7245 ft., m/l, to the E line of Sec. 28; th S along the E line of said Sec. 28, 1562.5 ft., m/l, to the northern boundary of the Southern Pacific Company right-of-way; th E along the northern boundary of said right-of-way 11,601.5 ft. to the surveyed meander line in Sec. 25; th N 29° W 2255.4 ft. to the pob.

ditions 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 Board of State Lands and Forestry, 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 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 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 III

The Lessee agrees as follows:

FIRST: To pay to the Lessor:

(a) From date of issuance hereof until (10) years after January 1, next succeeding the date of issuance, as rental for the land covered by this lease, the sum of one dollar ($1.00) per acre per annum. All annual payments of rental shall be made in advance on or before the First 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 First next succeeding the date of issuance.

(b) Ten (10) 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 one dollar ($1.00) per acre per annum.

(c) All rentals paid hereunder may be credited against actual tonnage royalties, if any, which may accrue 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, and 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.

SECOND: Mineral deposits other than those hereby leased which may be contained in said lands.

ARTICLE X

The Lessee shall determine accurately the weight of 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 cores 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: _____

_____

or at such other address as Lessee may from time to time in writing 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 the 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 amenable to reformation to eliminate or modify any portion found to be in contravention of such law or regulation 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 commotions, 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 rentals due to the State under the paragraph.

ARTICLE XV

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 16th day of July, 19 87, but as of the date first hereinabove written.

THE STATE OF UTAH, acting by and through the BOARD OF STATE LANDS & FORESTRY and DIVISION OF STATE LANDS & FORESTRY

PATRICK D. SPURGIN, DIRECTOR

APPROVED AS TO FORM:
DAVID L. WILKINSON
ATTORNEY GENERAL

By David L. Christensen

BY Donald G. Prince
DONALD G. PRINCE, ASSISTANT DIRECTOR
Division of State Lands & Forestry - LESSOR

M J Reynolds
VP Operations 7/15/87
LESSEE

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

On the 16th day of July, 1987, personally appeared before me DONALD G. PRINCE, who being by me duly sworn did say that he is the Assistant Director of the Division of State Lands and Forestry of the State of Utah and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 16th day of July, 1987.

Joan Garcia
Notary Public, residing at: SLC, UT

My Commission Expires: 5/31/88

STATE OF UTAH)
: ss.
COUNTY OF)

On the _____ day of _____, 19 ___, personally appeared before me _____, signer of the above instrument, who duly acknowledged to me that _____ executed the same.

Given under my hand and seal this _____ day of _____, 19 ___.

_____
Notary Public, residing at:

My Commission Expires:

STATE OF UTAH)
: ss.
COUNTY OF Weber)

On the 15th day of July, 19 87, personally appeared before me Max J. Reynolds, who being duly sworn did say that he is an officer of GSLM&CC and that said instrument was signed in behalf of GSLM&CC acknowledged to me that said corporation executed the same.

Given under my hand and seal this 15th day of July, 1987.

Nancy S. Acker
NOTARY PUBLIC, residing at: Ogden, Utah

My Commission Expires: 9-20-90

ML-
44607

Mineral Lease No. 44607
Beneficiary Fund: School

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE LANDS AND FORESTRY
MINERAL SALTS, CHLORIDES, SULPHATES, CARBONATES,
BORATES, SILICATES, OXIDES, NITRATES, AND
ASSOCIATED MINERALS

This lease, entered into in duplicate and deemed to be effective as of the 1st day of January, 1991, by and between the UTAH DIVISION OF STATE LANDS AND FORESTRY, hereinafter called the Lessor, and GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION, hereinafter called the Lessee, under and pursuant to Title 65A Utah Code Annotated, as amended.

Part I. Lease rights granted:

The Lessor and Lessee have entered into that certain Royalty Agreement No. 19024, dated September 1, 1962, 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 the Great Salt Lake which agreement shall herein be referred to as the "Royalty Agreement".

The Lessor in consideration of the rents and royalties to be paid and the covenants and conditions 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, and extract, process, and dispose of all the minerals referred to in the caption hereof, from the surface of the following-described premises in Box Elder County, State of Utah, (the "Leased Lands") TO WIT:

The Bed of the Great Salt Lake in the lands listed below:

Township 6 North, Range 9 West, SLB&M.
Section 4: All
Section 5: All
Section 6: All
Section 7: All
Section 8: All
Section 9: All

Township 6 North, Range 10 West, SLB&M.
Section 1: All
Section 2: All
Section 3: All
Section 4: All
Section 5: All
Section 6: All
Section 9: All
Section 10: All
Section 11: All
Section 12: All

Note "stipulation"

Township 6 North, Range 11 West, SLB&M.
Section 1: All
Section 2: All

Township 7 North, Range 9 West, SLB&M.
Section 31: All

Township 7 North, Range 10 West, SLB&M.
Section 15: All
Section 16: All
Section 17: All
Section 18: All
Section 19: All
Section 20: All
Section 21: All
Section 22: All
Section 26: All
Section 27: All
Section 28: All
Section 29: All
Section 30: All
Section 31: All
Section 32: All
Section 33: All
Section 34: All
Section 35: All
Section 36: All

Township 7 North, Range 11 West, SLB&M.
Section 13: All
Section 23: All
Section 24: All
Section 25: All
Section 26: All
Section 35: All
Section 36: All

containing a total of 31,113.82 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 all purposes reasonably incident to the extraction of salts and other minerals from brines of the Great Salt Lake or the surface of the Leased Lands.

Sec. 1(a). This lease shall be for a primary term of ten years and shall continue after the primary term has expired so long as (a) the minerals referred to in the caption hereof (the "leased minerals") are produced in paying quantities from the Leased Lands or lands pooled, communitized, or unitized with the Leased Lands; or (b) (i) Lessee is engaged in diligent operations, exploration, research, or development which is reasonably calculated to advance development or production of the leased minerals from the Leased Lands or lands pooled, communitized, or unitized with the Leased Lands, and (ii) Lessee pays a production royalty or a minimum royalty under the Royalty Agreement. Lessee shall be deemed to be producing minerals from the Leased Lands or lands pooled, communitized, or unitized with the Leased Lands if any portion of the Leased Lands or lands pooled, communitized, or unitized with the Leased Lands is used

for evaporating ponds, flumes, or other structures to extract salts in paying quantities from brines from the Great Salt Lake or salts from the surface of the Leased Lands.

Sec. 1(b). This lease is subject to readjustment of lease terms, including, but not limited to, rent, by the Lessor at any time within one year after the expiration of the 10th lease year and at any time within one year after the expiration of each succeeding 10-year period, e.g., within one year after the expiration of the 10th, 20th, 30th, etc., lease year.

Sec. 2(a). This lease is issued pursuant to and subject to the terms and provisions of the Utah Trust Land Management Act of 1988, now in effect or as hereinafter amended. This lease is subject to the rules of the Board of State Lands and Forestry now or hereafter in force and to the orders of the Director of the Division of State Lands and Forestry now or hereafter in force, when not inconsistent with the express and specific provisions herein. This lease is also subject to the provisions and requirements of the Utah Mined Land Reclamation Act, the Utah State Antiquities Act, and other state and federal laws. This lease and operations thereunder are subject to all rules and regulations relating to safety, sanitation, and health, whether under the jurisdiction of the Division of Oil, Gas, and Mining or any other state or federal agency. This lease is subject to the laws of the state relating to the establishment of water rights and governing water usage in connection with operations conducted by Lessee.

Sec. 2(b). Lessee shall promptly notify Lessor of the discovery on the Leased Lands of any mineral other than those specified herein.

Part II. Terms, covenants and conditions:

Sec. 1(a). Rental. Lessee will promptly pay to the Lessor the rental annually in advance of each anniversary of the effective date of this lease during the continuance of this lease at the rate of one dollar ($1.00) for each acre or fraction thereof for each lease year. Rental for the first lease year shall be prorated from the date of execution for the remainder of the first lease year.

Sec. 1(b). Rent Increase. Ten (10) years after the effective date of this lease, the basic rental as provided in paragraph (a) hereof will automatically increase an additional sum of one dollar ($1.00) per acre per annum if the lease is not readjusted as provided above.

Sec. 1(c). No lease rental payments hereunder shall be credited against royalties payable under the Royalty Agreement until portions of the Leased Lands are put to productive use. Productive use occurs when facilities such as evaporating ponds, flumes, or other structures used to extract salt from brines from the great Salt Lake or salts from the surface of the Leased Lands are completed and put into operation. Lessee will advise the State of the total area put to productive use since the prior rental payment date, and the State upon approving these as facilities contributing to mineral salt production will allow a credit of rental against production royalty under the Royalty Agreement. The credit shall be an amount determined by multiplying the rental paid, beginning with the rental for the year when productive use occurs, by a fraction, the numerator of which is the total acres in all sections included in the Leased Lands wherein productive use has occurred and the denominator of which is the total acres included in the Leased Lands.

note: Total acres (GIS Calculation) 37,813.24 acres

Sec. 2. Royalties. Royalties on products mined from the Leased Lands or recovered from brines impounded upon the Leased Lands shall be at the rates, and at the terms specified, in accordance with all of the applicable provisions relating to royalties contained in the Royalty Agreement.

Sec. 3(a). Lessor's exceptions and reservations. Lessor excepts and reserves the right to permit joint or several use easements or rights of way upon, through, or in the Leased Lands as may be necessary or appropriate to the development of these or any other lands belonging to or administered by the Lessor provided that such easements or rights-of-way do not unreasonably interfere with the ability of the lessee to conduct operations under this lease.

Sec. 3(b). Lessor reserves the right to use a strip of land 2,500 feet wide immediately north of the surveyed meander line as a corridor for the transfer of lake water to the West Desert Pumping Project pump station in case the level of the Great Salt Lake rises and the State resumes pumping. Lessee shall construct and operate its facilities in such a way as will not interfere with Lessor's actual use of the corridor or the pumping project. If Lessor desires to operate the West Desert Pumping Project and Lessee's operations obstruct the flow to the pump station, then Lessee will at its expense either remove any obstructions from the above referenced strip of land or provide an alternative flow route acceptable to Lessor.

Sec. 3(c). The Lessor also excepts and reserves from this lease all mineral deposits other than those hereby leased.

Sec. 4. Bonds. Lessee shall maintain in the office of the Lessor a lease bond or bonds or other form of surety acceptable to Lessor in such amount as the lessor shall from time to time determine to be appropriate to assure compliance by the Lessee with the terms and conditions of this lease.

Sec. 5. Not commit or suffer waste. No waste shall be committed by the Lessee on the Leased Lands. The Lessee covenants that it shall conduct all operations on the Leased Lands in a good and proper workmanlike manner. The Lessor shall be entitled to prohibit the commission of waste or other acts by the Lessee which are not being conducted in a good and proper workmanlike manner. The Lessee's commission of or the suffering of waste or the Lessee's failure to conduct its operations in a good and proper workmanlike manner shall be grounds for the cancellation of this lease under the provisions of Section 10 of this lease and for the recovery of damages by the Lessor.

Sec. 6(a). Surrender. The Lessee may relinquish this lease as to any part of the Leased Lands, but not less than a section, by filing with the lessor a written relinquishment. Upon the expiration of the lease term, relinquishment or cancellation in whole or in part, the lands shall be promptly surrendered. However, notwithstanding any other provision herein, the Lessee may have a period of 90 days following the termination of all or part of this lease to remove from the terminated premises those items of personal property thereon belonging to the Lessee and which the Lessee may be entitled to remove. The Lessor may, for good cause shown, permit a longer period of time for removal of such personal property from terminated portions of the lease. The Lessee shall not remove those fixtures, improvements or other items of real or personal property needed in or on the Leased Lands to insure the safety of persons on the premises, or required to prevent waste, or required for the conservation or protection of the resources in or on the Leased Lands. Neither relinquishment nor cancellation shall relieve the Lessee of any accrued obligations.

Sec. 6(b). Rock, tailings, and waste materials resulting from the operations of the Lessee on the Leased 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.

Sec. 7(a). Assigning and subletting of lease. The Lessee will not assign nor sublet the lease in whole or in part without the prior written authorization of the Director of the Division of State Lands and Forestry.

Sec. 7(b). Assignment not a new lease. An assignment does not constitute a new lease but is a continuation of the existing lease.

Sec. 8. Prior improvements. Subject to the provisions of section 6, above, where authorized improvements have been placed on the land by any person other than the Lessee, the Lessee will allow the owner of such improvements to remove them within 90 days.

Sec. 9. Notice and forfeiture. Upon violation by the lessee of any provision of this lease, the statutes of the state relevant to leasing, or the rules of the Division, including, but in no way limited to, the timely payment of amounts due or the maintenance of bonds, the Division may cancel this lease after 30 days notice by registered or certified return receipt requested mail, unless the Lessee, before the expiration of the 30 days notice period remedies the violation, rectifies the condition, or requests a hearing.

Sec. 10(a). Lessor's right to audit. The Lessee shall furnish detailed statements of production as provided in the Royalty Agreement.

Sec. 10(b). The Lessee shall at all usual business hours permit the Lessor to inspect the Leased Lands and all surface and underground improvements, works, machinery, ore stockpiles, equipment, fixtures and facilities and all books, accounts, records, maps, and other documents and records wherever held which pertain to the Leased Lands or to operations, surveys, or investigations relating to the Leased Lands. Inspection of records shall, at the sole discretion of the Lessor, be permitted at the place where the records are held or at the offices of the Lessor.

Sec. 10(c). The Lessee shall allow the Lessor access to and shall permit the copying of all documents reasonably necessary to verify the Lessee's compliance with the terms and conditions of this lease.

Sec. 10(d). While this lease remains in effect, and for such time thereafter as the Lessor finds necessary to protect the legitimate and significant interests of the Lessee, information obtained under this section shall be closed to inspection by the general public in accordance with any applicable statutes or rules so providing.

Sec. 10(e). The Lessor's right of inspection and review in order to audit the Lessee's performance of the terms and conditions of this lease, pursuant to Board rule and this lease, shall not be construed to in any way affect the continuing duty of the Lessee to perform all terms, conditions and obligations of this lease, including the duty to properly and timely calculate and render any amounts due. Acceptance of amounts less than due, and any unauthorized, erroneous or unofficial action by the Lessor as to the lease, shall not be construed to waive, estop or otherwise bar the right of the lessor to receive the correct amount due. The obligations of the Lessee shall be deemed to be affirmative and self-executing.

Sec. 11. No warranty of title. The Lessor does not warrant its title to the mineral leased hereunder. The Lessor shall not be liable to the Lessee for any alleged deficiency in title nor shall the Lessee be entitled to any refund for any rentals, bonuses, or royalties paid under this lease. In the event that it is determined that the Lessor has less than full ownership of the minerals leased hereunder subsequent payments of rental and royalty shall be reduced proportionately.

Sec. 12. Consent to suit. The Lessee consents to suit in the courts of the State of Utah in any dispute arising under the terms of this lease or as a result of operations carried on under this lease. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to the Lessee at the last known address of Lessee appearing on the Lessor's records.

Sec. 13. Venue. The Lessee agrees for itself, its heirs, successors and assigns that any suit brought by the Lessee, its heirs, successors or assigns concerning this lease may be maintained only in the Utah State District Court of Salt Lake County.

Sec. 14. Controlling law. This lease shall be governed by and construed according to the laws of the State of Utah.

Sec. 15. Lease changes and succession. Changes to or modifications of this lease may be made only in writing and only with the written approval of the officer authorized at the time to execute leases for the Lessor. This lease and the provisions herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

Sec. 16. No waiver of conditions. Waiver by the Lessor of any default of the Lessee or failure of the Lessor to timely enforce any provisions of this lease shall not constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this lease. No provision in this lease shall be construed to prevent the Lessor from exercising any legal or equitable remedy it may otherwise have.

Sec. 17(a). Indemnify and hold harmless. Lessee agrees to protect, indemnify and save harmless the State of Utah, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of or in any way connected with the performance of this agreement, except where such injury, death, or damage has resulted from the sole negligence or

willful misconduct of the State of Utah, its agents or employees, without negligence or willful act on the part of the Lessee, its agents, employees, or subcontractors, it being the intent of this provision that the Lessee indemnify the state of Utah, its agents and employees regardless of whether or not such injury, death, or damage is caused in part by the State of Utah, its agents and employees. The Lessee shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but the State of Utah shall have the right, at its option, to participate in the defense of any such suit without relieving the Lessee of any obligation hereunder.

Sec. 17(b). Covenant to insure.
(A). To protect against liability, loss and/or expense arising from damage to property or injury or death of any person or persons incurred in any way out of, in connection with or resulting from this lease, Lessee shall obtain and maintain in force during the entire period of this lease, at its own expense, the following insurance from insurance companies authorized to do business in the State of Utah and rated "A" or better. Said rating shall be as published by A.M. Best Company.

(1). Worker's Compensation Insurance and Employer's Liability Insurance providing statutory benefits. The Best's rating requirements are waived for coverage provided by the Worker's Compensation Fund of Utah. Lessee shall require all subcontractors or sublessees at any time to take and maintain similar policies of Worker's Compensation Insurance.

(2). Commercial General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises and operations, explosion, products and completed operation, and contractual obligations (including this Lease), with limits of not less than $1,000,000 combined single limit per occurrence, and not less than $2,000,000 aggregate which shall be designated as applying to this Lease. If this insurance coverage is written on a "claims-made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar "tail" provision such that claims reported up to three (3) years after the termination of this Lease are covered.

(3). Comprehensive automobile Liability Insurance including owned, hired and non-owned automobiles with limits not less than $1,000,000 combined single limit per occurrence (accident).

(4). Lessee using its own aircraft, or employing aircraft in connection with the work performed under this contract shall maintain Aircraft Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence.

(B). Any policy required by this section may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

(C). Irrespective of the requirements as to insurance to be carried by Lessee as provided herein; insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve Lessee of any obligations hereunder.

(D). Before the Lease is executed, certificates evidencing coverages as specified above are in effect shall be furnished to Lessee. Such insurance certificates shall contain provisions that no cancellation, material change therein or non-renewal shall become effective except upon thirty (30) days prior written notice to Lessor as evidenced by return receipt, certified mail sent to Lessor. The State of Utah shall be named as an additional insured party, as primary coverage and not contributing on all the insurance policies required by this Covenant except workers' compensation policies.

Sec. 18. Other leases or permits. The Lessor may issue leases for other minerals or leases or permits for surface uses of the Leased Lands. All lessees and permittees shall conduct their operations with due regard for other lessees or permittees and consistent with any statutes or regulations controlling multiple use of the subject lands and resources.

Sec. 19. Attorneys' fees. In the event the Lessor shall prevail in any action or suit for the enforcement of any provision of this lease or concerning this lease in any manner, the Lessee shall pay to the Lessor a reasonable attorney's fee on account thereof.

Sec. 20. Notice. 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, UT 84402, or at such other address as Lessee may from time to time in writing designate by written notice to Lessor.

IN WITNESS WHEREOF, the parties have executed this lease on the dates by their respective signatures; this lease is effective, however, as of the date stated in Part I hereof.

THE DIVISION OF STATE LANDS AND FORESTRY
of the STATE OF UTAH,
RICHARD J. MITCHELL DIRECTOR,

By Edward W Bonner
EDWARD W. BONNER, MINERALS SECTION MANAGER, DIVISION OF STATE LANDS AND FORESTRY, LESSOR

Date: _____

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
Company or Lessee Name

(Signature of Lessee)

VP ADMINISTRATION
(Title of signer)

Date: 6/13/91

APPROVED AS TO FORM:
PAUL VAN DAM
ATTORNEY GENERAL

By David S Christensen
DAVID S. CHRISTENSEN
ASSISTANT ATTORNEY GENERAL

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 17th day of June, 1991, personally appeared before me **EDWARD W. BONNER**, who being by me duly sworn did say that he is the Minerals Section Manager of the Division of State Lands and Forestry of the State of Utah and the signer of the above instrument, who duly acknowledged that he executed the same.

My commission expires: 5-25-92

Effie M Burns
Notary Public
Residing at: SLC

NOTARY PUBLIC
EFFIE M. BURNS
355 W. North Temple, #400
SLC, UT 84180-1204
My Commission Expires
May 25, 1992
STATE OF UTAH

STATE OF)
: ss
COUNTY OF)

On the _____ day of _____, 19____, personally appeared before me _____, signer of the above instrument, who duly acknowledged to me that _____ executed the same.

My commission expires:

Notary Public
Residing at:

STATE OF Utah)
: ss
COUNTY OF Weber)

On the 13th day of June, 1991, personally appeared before me Kenneth l. Warnick, who being duly sworn did say that he is **an officer of** Great Salt Lake Minerals & Chemicals Corp., and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Kenneth L. Warnick, acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
R M MCNEELY
766 North 10600 West
Ogden, Utah 84401
My Commission Expires
March 1 1994
STATE OF UTAH

My commission expires:
3-1-94

R M McNeely
Notary Public
Residing at: Ogden, Utah

Special Use Agreements

SPECIAL USE LEASE AGREEMENT NO. 1186

Fund: School

The STATE OF UTAH, acting by and through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, LESSOR, hereby leases to IMC KALIUM OGDEN CORP., a Delaware corporation qualified to do business in Utah, 765 North 10500 West, P.O. Box 1190, Ogden, Utah, 84402 LESSEE, the following described tract of trust land ("lease premises") in Box Elder County, to-wit:

Township 7 North, Range 11 West SLB&M,
Section 2: all, containing 635.90 acres more or less.
Section 16: E1/2, containing 320 acres more or less.

Township 8 North, Range 11 West, SLB&M,
Section 36: all, containing 640 acres more or less.

Total contained acreage of the lease premises is 1595.90 acres more or less,

TO HAVE AND TO HOLD, unless sooner terminated, surrendered, or forfeited as herein provided, for a term of fifty (50) years, beginning May 1, 1999 ("Effective Date"), and expiring April 30, 2049, subject to any and all existing valid rights in said lease premises and subject also to the following terms and conditions. LESSOR and LESSEE enter into this Special Use Lease Agreement for the purposes described below consistent with the principles and objectives of land development expressed and implicit in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and Article X of the Constitution of the State of Utah. LESSEE takes this Lease subject to the continued regulation of the School and Institutional Trust Lands Administration pursuant to the rules of the Trust Lands Administration as currently existing and as they may subsequently be modified.

1. Purpose of Lease. The lease premises will be utilized for the purposes of constructing, maintaining, and operating solar evaporation ponds and dikes that will be used to produce and recover sulfate of potash and associated minerals such as sodium chloride, magnesium chloride and/or other minerals which might be recovered from the waters of the Great Salt Lake through the process of solar evaporation. LESSEE may construct all necessary access and production roads and canals and establish other means of transporting produced minerals such as conveyor systems; construct and install necessary equipment such as pumps, buildings, bins, storage facilities, and maintenance and repair facilities; establish and maintain pipelines and utility lines; and undertake such other activities and construct and such operate other facilities on the lease premises as are related to such production and recovery of sulfate of potash and other minerals. No other uses of the lease premises are allowed under the terms of this Lease.

2. Rental. LESSEE shall pay annually in advance to the LESSOR, as rental for the lease premises, the sum of $13,216.17 for the first five-year period of this Lease. Thereafter the rental shall be adjusted pursuant to Paragraph 4 below. LESSOR acknowledges the receipt

of $14,116.17 which is payment of rental for the year May 1, 1999 through April 30, 2000, and which includes the $250.00 application fee and the $700.00 lease processing charge.

3. Due Diligence. If at the end of the first five-year period after the date of this Lease LESSEE has not substantially completed the improvements to be made to the land described in Paragraph 1 above, LESSOR shall have the right to terminate this Lease by giving written notice thereof to LESSEE. Such termination shall be effective thirty (30) days after the giving of such notice and must be given, if at all, within sixty (60) days after the expiration of such five-year period. LESSOR shall have the right, in lieu of such termination, to grant extensions in writing to such due diligence requirement as LESSOR deems advisable in its sole discretion. The five-year period and any extended period provided for above may be extended if and to the extent that construction of the improvements is delayed through the occurrence of events of force majeure pursuant to Paragraph 13 below.

4. Rental Adjustments. LESSOR shall have the right, as LESSOR shall deem to be reasonably necessary in the best interest of the State, to adjust the annual rentals provided for in Paragraph 2 above at the end of the first five-year period of the term of this Lease and every five years thereafter. Said adjustment, if deemed necessary by LESSOR, shall be calculated by one of the following methods as determined by the LESSOR:

a. Change in Reference Indices. The base for computing each adjustment shall be the Consumer Price Index-All Urban Consumers (All Items)-US City Average (the ACPI Index@), which is published monthly. The adjusted annual rental for each five-year period shall be determined according to the following formula: adjusted annual rental = prior rental x (Index 2/Index 1), where Index 2 is the most recent CPI Index published five-year-period prior to the adjustment date, and Index 1 is the most recent CPI Index published prior to the previous adjustment date. If the publication of the CPI Index is discontinued or its method of calculation materially altered, the LESSOR and LESSEE agree to use comparable statistics on the average cost of living for urban areas of cities in the United States computed and published by an agency of the United States or a reasonable financial periodical of recognized authority to be jointly selected by the parties to this Lease. The permitted adjustment shall not exceed 30% for any five-year period and there will be no decrease in rent from the prior term.

b. Appraisal. At the end of any five-year period, the Trust Lands Administration may make a preliminary appraisal of the lease premises. The appraisal shall determine the current fair market value of the lease premises as of the end of such period independent of any facilities or improvements thereon or use made thereof by LESSEE. If LESSEE contests the appraisal, LESSEE may engage at its expense an independent appraiser acceptable to LESSOR to make a second appraisal and the appraised value shall be deemed to be the average of the two. The value of the lease premises as determined by this appraisal, multiplied by the prime rate at the end of the five-year period as published by Zion's First National Bank, will be the adjusted annual rental. The permitted adjustment shall not exceed 30% for any five-year period and there will be no decrease in rent from the prior term.

5. Compliance. LESSEE, in exercising the privileges granted by this Lease, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the lease premises and operations covered by this Lease.

6. Survey Monuments. LESSEE shall take reasonable precautions to protect, in place, all public land survey monuments and private property corners.

7. Access. LESSEE agrees to permit LESSOR free and unrestricted access to and upon the lease premises at all reasonable times for all lawful and proper purposes not inconsistent with the intent of this Lease or with the reasonable exercise and enjoyment by the LESSEE of the rights and privileges granted herein.

8. Antiquities. All treasure-trove and all articles of antiquity in or upon the lease premises are and shall remain the property of the State of Utah. LESSEE shall report any discovery of a "site" or "specimen" to LESSOR and the Division of State History in compliance with the provisions of Section 9-8-305, Utah Code Annotated (1953), as amended, and take such action as may be required for the protection of said site or specimen.

9. Termination by LESSEE. LESSEE shall have the right to terminate this Lease effective as of any anniversary of the Effective Date upon not less than thirty (30) days prior written notice to LESSOR. Upon such termination, all right, title, and interest of LESSEE under this Lease shall terminate with respect to the lease premises affected. LESSEE shall be relieved of all further obligations set forth in this Lease as to the lease premises released, subject to the survival of certain obligations pursuant to Paragraph 12 below.

10. Default.

a. Procedures Upon Default. In the event of a default or breach by LESSEE and LESSEE's failure to cure such default or breach within 30 days notice by LESSOR. LESSOR may do any one or more of the following:

i. Terminate this Lease and LESSEE's right of possession of the lease premises. Such termination shall be effective upon LESSOR's giving written notice, and upon receipt of such notice LESSEE shall immediately surrender possession of the lease premises to LESSOR. LESSOR shall in any event upon such termination have the right to re-enter the lease premises, remove all persons and property, and repossess and enjoy such premises.

ii. Maintain this Lease in full force and effect and recover any rental or other consideration as it becomes due without terminating LESSEE's right of possession, but subject to LESSEE's right of termination pursuant to Paragraph 9 above.

iii. Seek damages for any and all violations or defaults with or without canceling this Lease.

iv. Exercise any other right or remedy which LESSOR may have at law or equity.

b. Lessor's Right to Cure Defaults. If LESSEE fails to perform and is in default of any undertaking or promise contained herein, LESSOR shall have the option, but is not obligated, to make such performance after giving 10 days written notice to LESSEE. In the event LESSOR deems the breach or default to constitute a threat to safety, life, or property it may elect to intervene immediately, without notice, to remedy the breach or default and LESSEE hereby agrees to repay LESSOR for all costs in remedying the breach or default upon demand, together with interest thereon from the date of expenditure at the rate set forth in Paragraph 4 above. Alternatively, LESSOR may require LESSEE itself to act immediately to remedy the breach or default, should LESSOR deem it a threat to safety, life, or property. LESSOR's costs and expense to correct LESSEE's failure to perform shall be reimbursed by LESSEE and shall be immediately due and payable, together with interest accruing from the date such cost or expense is incurred.

11. Remedies Cumulative. The specified remedies to which the LESSOR may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which LESSOR may lawfully be entitled in case of any breach or threatened breach by LESSEE of any provision of this Lease.

12. Survival. All obligations of LESSEE to be performed prior to the expiration or earlier termination of this Lease shall not cease upon the termination or expiration of this Lease, and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination or expiration date shall survive the termination or expiration date of this Lease. However, upon expiration or earlier termination of this Lease, the rights of LESSEE and of all persons, firms, corporations, and entities claiming under LESSEE in and to the premises and all improvements hereon, unless specified otherwise in this Lease, shall cease.

13. Force Majeure. LESSEE's failure to comply with any of the obligations under this Lease shall be excused only if due to causes beyond LESSEE's control and without the fault or negligence of the LESSEE, including acts of God, acts of the public enemy, acts of any government or governmental entity, fires, floods, epidemics and strikes. Such events will not excuse LESSEE from its rental payment obligation or operate to extend the term of this Lease.

14. Bond. LESSOR and LESSEE contemplate that LESSEE will provide a reclamation bond to the Utah Division of Oil, Gas & Mining ("DOGM") or the U.S. Bureau of Land Management ("BLM") with respect to its operations on the lease premises described in Paragraph 1 above. LESSEE shall provide a copy of its approved reclamation plan and of its bond to LESSOR, or shall advise LESSOR of the absence of any requirement by DOGM or BLM that a bond be furnished, prior to the commencement of construction. If in LESSOR's reasonable judgment, communicated by notice to LESSEE within sixty (60) days after the receipt of such information from LESSEE, the bond is insufficient to achieve reclamation as required in LESSEE's reclamation plan, or if for any reason such a bond is not required by DOGM or BLM, LESSEE agrees to furnish LESSOR a supplemental reclamation bond, or a reclamation bond for the entire costs of reclamation, as the case may be, in a form acceptable to LESSOR, acting reasonably. If after the commencement of construction LESSOR reasonably determines that the existing bond or bonds, or such additional reclamation bonds as may be furnished by LESSEE,

provide inadequate assurance that LESSEE will complete reclamation as provided in its reclamation plan, LESSEE shall furnish LESSOR with an additional or supplemental reclamation bond in form acceptable to LESSOR, acting reasonably. Determinations of the amount of any bond or supplemental bond provided by LESSEE shall be based upon estimated actual costs of performing reclamation. If a dispute arises between LESSOR and LESSEE as to the adequacy of a reclamation bond that has been provided by LESSEE to DOGM, BLM, or LESSOR, LESSEE may engage a mutually acceptable independent consultant experienced in reclamation in the area to evaluate the costs of reclamation in respect of LESSEE's operations as set forth in its reclamation plan. The estimated reclamation costs determined by such consultant shall be binding upon the parties. Any reclamation bond provided by LESSEE shall, unless otherwise agreed by LESSOR, contain a stipulation that the bond will not be released without the prior consent of LESSOR. LESSOR shall act reasonably in exercising its right to give such consent.

15. Improvements upon Termination or Expiration. Upon the expiration or earlier termination of this Lease, LESSEE shall have the right to remove from the lease premises all personal property and fixtures. All physical improvements attached to the land such as dams, dikes, and pond structures, unless demolished through the performance of required reclamation, shall become the property and responsibility of LESSOR upon such expiration or termination; provided that by written notice given within thirty (30) days of such expiration or termination, LESSOR may require LESSEE to remove any such improvements other than dams, dikes, and pond structures, at LESSEE's sole cost and expense, in which event LESSEE shall cause such improvements to be removed and the land affected thereby restored within sixty (60) days of the giving of such notice. Subject to Paragraph 3 above, LESSEE shall have no obligation under this Lease to construct, maintain, or preserve any improvements on the lease premises, the nature, scope, and use of the lease premises to the extent permitted under this lease being solely at the discretion of LESSEE. LESSEE makes no representation or warranty as to the condition or usefulness of any improvements that LESSOR elects to retain and LESSOR shall assume full responsibility therefor.

16. Indemnity. LESSEE agrees to protect, indemnify and save harmless the LESSOR, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of this agreement, except where such injury, death, or damage has resulted from the sole negligence or willful act of the LESSOR or such agents or employees, without negligence or willful act on the part of the LESSEE, its agents, employees, or subcontractors, it being the intent of this provision that the LESSEE indemnify the LESSOR and its agents and employees regardless of whether or not such injury, death, or damage is caused in part by the LESSOR, its agents or employees (other than through their sole negligence or willful acts). LESSEE shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but the LESSOR shall have the right, at its option, to participate in the defense of any such suit without relieving the LESSEE of any obligation hereunder.

17. Insurance.

a. Casualty Insurance. Throughout the entire term, LESSEE, at its sole cost and expense, shall cause the lease premises, improvements, and equipment to be insured against fire, windstorm, or other casualty or hazard with extended coverage in such amounts and with such deductibles as may reasonably be required. This insurance coverage shall not be less than the estimated replacement cost of the improvements other than dams, dikes, and pond structures.

b. Bodily Injury, Property Damage and Other Insurance. In addition to the insurance required in a. above, LESSEE, at its sole cost and expense, shall purchase and maintain during the entire term the following insurance, subject to the terms and conditions set forth in c. below:

i. Comprehensive bodily injury and property damage liability insurance against claims for bodily injury, death, or property damage, occurring in, on, or about the lease premises (including any injury, death, or property damage arising from a hazardous activity permitted under this Lease), such insurance to afford minimum protection during the entire term of not less than One Million Dollars ($1,000,000.00) in respect of bodily injury or death to any one person or in respect of any one accident, and of not less than One Million Dollars ($1,000,000.00) for property damage, the foregoing dollar amounts being subject to increase by the percentage increase in the CPI not more frequently than every five lease years; and,

ii. During any period of building construction, including the construction of the initial improvements, and all alterations and restorations:

A. Builder's Risk Insurance written on the Completed Value Form or on the Monthly Reporting form;

B. Workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against LESSOR, LESSEE, or the lease premises; and

c. Conditions and Requirements of Insurance. All insurance required by this Article with respect to the premises and improvements shall:

i. Name LESSOR as loss payee or additional insured as its interest may appear;

ii. Be effected under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the State of Utah, including insurance pools or risk management arrangements which may generally provide such insurance coverage in the mining industry from time to time;

iii. To the extent reasonably obtainable, expressly waive any right of subrogation against LESSOR;

iv. To the extent reasonably obtainable, have attached thereto:

A. An endorsement that such policy shall not be canceled without at least thirty (30) days' prior written notice to LESSOR; and,

B. An endorsement to the effect that no act or omission of LESSEE shall invalidate the interest of LESSOR therein; and,

v. Provide that the insurance coverage for LESSOR is primary and not contributing; that other insurance of LESSOR is excess over the insurance required by this Lease; and, that the amount of the insurance company's liability or coverage limits required by this Lease shall not be reduced by the existence of other State or Agency insurance.

d. Copies of Policies to Lessor. Upon the commencement date, and thereafter not less than thirty (30) days subsequent to the expiration dates of the policies furnished pursuant to this Paragraph, LESSEE shall deliver to LESSOR policy copies or certificates thereof, in the case of bodily injury and property damage liability insurance, bearing notations evidencing the payment of premiums or accompanied by other evidence of such payment.

e. Adjustments. LESSOR shall have the right to participate in the adjustment of any insurance claim filed by LESSEE relating to any insurance required by this Paragraph to the extent necessary to protect LESSOR from loss in respect of damage to the lease premises.

18. Condemnation.

a. Total taking.

i. Termination and distribution. If at any time during the term of this Lease, the whole or the lease premises is taken by condemnation or other act of eminent domain (a "Taking" or "Taken"):

A. this Lease shall terminate and expire on the date of such Taking and LESSEE shall pay within thirty (30) days after the date of Taking all lease rentals accrued to the date of Taking;

B. LESSEE shall comply with all of its other obligations under this Lease up to the date of Taking; and

C. LESSEE's share of any condemnation award shall be disbursed to LESSEE.

b. Partial taking.

i. Continuation of Lease. If at any time during the term of this Lease title to less than the whole of the lease premises has been Taken, LESSEE shall have the right but not the

obligation to continue this Lease. LESSEE may, within thirty (30) days after receiving its share of the condemnation award, give notice of its election to terminate this Lease, provided that each holder of a Leasehold Mortgage (as defined in Paragraph 21.a) consents in writing to such termination.

ii. Proceedings. LESSOR, LESSEE, and any holder of a Leasehold Mortgage (as defined in Paragraph 21.a), shall have the right to participate in respect of their respective interests in any proceeding of purchase negotiations relating to any Taking. In case of any Taking, LESSEE shall bear its proportionate share of all reasonable costs and fees, including reasonable counsel fees and expenses incurred in the determination and collection on any condemnation award. LESSOR shall bear only such costs, expenses, and fees as it may authorize in writing.

19. Assignment and Sublease.

a. Consent of LESSOR. Subject to paragraph 20, LESSEE shall not assign this Lease, in whole or in part, nor sublease the lease premises, nor allow unauthorized or commercial use of the lease premises without obtaining the prior written consent of LESSOR.

b. Conditions to Consent. In granting the consent referenced in Paragraph 19.a, LESSOR reserves the right to make reasonable changes to terms and conditions of this Lease if appropriate based upon any differences between the qualifications of LESSEE and such sublessee/assignee. LESSOR shall be entitled to consider, among other items, the proposed sublessee's/assignee's financial condition, managerial capability, and business reputation; the nature of the proposed sublessee's/assignee's business; the then current fair market rental value of the lease premises; and such other factors as may reasonably bear upon the suitability and capability of the sublessee/assignee or transferee as a tenant of the lease premises or the holder of this Lease. Approval may also be conditioned on, among other items, additional payment to reimburse the LESSOR for any additional costs of management or losses of payments resulting from the assignment.

c. No Waiver of Consent Right. Consent of the LESSOR to an assignment or transfer shall not constitute a waiver of the LESSOR's right to approve subsequent assignments or transfers. The acceptance by LESSOR of payment or performance following an assignment or transfer shall not constitute consent to any assignment or transfer, and LESSOR's consent shall be evidenced only in writing.

d. Continuation of Lease. An assignment does not constitute a new Lease but is continuation of the existing Lease.

20. LESSOR's Right to Mortgage.

a. LESSOR'S Right to Mortgage. LESSOR shall have the right to encumber its interest in the lease premises by one or more mortgages, deeds of trust, assignments of rents and leases, security agreements, or otherwise (a "Lessor Mortgage"); provided, however,

any such Lessor Mortgage shall provide that, so long as LESSEE is not in default under this Lease, this Lease and LESSEE's leasehold interest shall not be disturbed by any such Lessor Mortgage.

b. Attornment. If the holder of any Lessor Mortgage shall hereafter succeed to the rights of LESSOR under this Lease, then at the option of such successor, LESSEE shall attorn to and recognize such successor as lessee's lessor under this lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment.

21. LESSEE's Right to Mortgage.

a. LESSEE's Right to Mortgage. Provided LESSEE is not in default under this Lease, and subject to the terms and conditions set forth in this Lease, LESSEE shall have the right to encumber its leasehold interest by one or more mortgages, deeds of trust, security agreements, or otherwise (a "Leasehold Mortgage"); subject, however, to the limitations set forth in this Paragraph. Any such Leasehold Mortgage shall be subject and subordinate to the rights of LESSOR under this Lease and any holder of such Leasehold Mortgage shall execute a subordination and attornment agreement in a form acceptable to LESSOR.

b. Notice to LESSOR of Leasehold Mortgage. No holder of a Leasehold Mortgage on this Lease shall have the rights or benefits set forth in this paragraph, nor shall the provisions of this paragraph be binding upon LESSOR, unless and until a copy of the fully executed Leasehold Mortgage and of each assignment thereof and a fully executed subordination agreement in a form acceptable to LESSOR shall have been delivered to LESSOR, notwithstanding any other form of notice, actual or constructive.

c. Leasehold Mortgagee Protections. If LESSEE shall enter into a Leasehold Mortgage pursuant to this paragraph, then so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

i. Notice of Default. LESSOR, upon serving upon LESSEE any notice of default under this Lease, shall also serve a copy of such notice upon the holder of such Leasehold Mortgage, at the address provided for in Paragraph 21.c.vi.

ii. Right to Cure. Any holder of such Leasehold Mortgage, in case LESSEE shall be in default under this Lease, shall, within the time period and otherwise as herein provided, have the right to remedy such default, or cause the same to be remedied, and LESSOR shall accept such performance by or at the instance of such holder as if the same had been made by LESSEE.

iii. No Default. For purposes of this paragraph, no event of default shall be deemed to exist if the default is with respect to the performance of work, or of acts to be performed, or of conditions to be remedied, if steps shall, in good faith, have been commenced within the time permitted therefore to rectify the same and shall be prosecuted to completion with diligence and continuity.

iv. Leasehold Mortgage Foreclosure. Notwithstanding anything to the contrary contained herein, upon the occurrence of an event of default (including, without limitation, the occurrence of the events of default referenced in Paragraphs 21.c.ii and iii), other than a default with respect to the payment of money, LESSOR shall take no action to terminate this Lease without first giving the holder of such Leasehold Mortgage written notice thereof pursuant to Paragraph 21.c.i and not less than thirty (30) days thereafter within which it must commence to either (A) obtain possession of the Premises (including possession by a receiver) or (B) institute a foreclosure proceeding or otherwise acquire LESSEE's interest under this Lease, and cure all defaults then reasonably susceptible of being cured by such holder pursuant to Paragraphs 21.c.ii and 21.c.iii. Provided, however, that: (X) such holder shall not be obligated to continue such possession or to continue such foreclosure proceedings after such defaults have been cured; (Y) nothing herein continued shall preclude LESSOR from exercising any rights or remedies under this lease with respect to any other default by LESSEE during the pendency of such foreclosure proceedings; and (Z) such holder shall agree with LESSOR in writing to comply during the period of such forbearance with such of the terms, conditions and covenants of this Lease as are reasonably susceptible of being complied with by such holder.

v. Termination of Lease. In the event this Lease is terminated pursuant to the terms hereof prior to the expiration of the primary term, LESSOR shall serve upon the holder of such Leasehold Mortgage written notice that the Lease has been terminated together with a statement of any and all sums which would at that time be due and owing under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to LESSOR. Such holder shall there upon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

> Upon written request of the holder of such Leasehold Mortgage, within thirty (30) days after service of such notice that this Lease has been terminated, LESSOR shall enter into a new lease with such holder, or its designee, provided such new lease shall be: (A) entered into at the reasonable cost of the new lessee thereunder; (B) effective as of the date of termination of this Lease; and (C) for a term equal to the remaining term under this Lease and at the rent and upon all agreements, terms, covenants and conditions hereof, including applicable rights of renewal or options to extend. Such new lease shall require the new lessee to perform any unfulfilled obligations of LESSEE under this Lease which is reasonable susceptible of being performed by such new lessee. Upon the execution of such new lease, the lessee named therein shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for such termination, and shall pay expenses, including reasonable attorneys' fees, court costs and disbursements incurred by LESSOR in connection with such defaults and termination, the recovery of possession of the Premises, and the preparation, execution and delivery of such new lease.

vi. Delivery of Notice. Any notice or other communication which LESSOR shall desire or is required to give to or serve upon the holder of such Leasehold Mortgage on this Lease shall be in writing and shall be served by registered mail, addressed to such holder at its address as set forth in such Leasehold Mortgage, or in the last assignment thereof delivered to LESSOR pursuant to Paragraph 21.b hereof, or at such other place as such holder may designate in writing to LESSOR.

vii. Priority of Leasehold Mortgagees. Anything contained in this Lease to the contrary notwithstanding, if the holders of more than one Leasehold Mortgage shall make written requests upon LESSOR for a new lease pursuant to Paragraph 21.c.v hereof, the new lease shall be entered into pursuant to the request of the holder whose Leasehold Mortgage is prior in lien (as determined by LESSOR in its sole discretion) and thereupon the written requests for a new lease of each holder of a Leasehold Mortgage junior in lien thereto shall be void and of no force or effect.

22. Renewal. LESSEE shall have, at the expiration of the primary term of this Lease, the right to renew this lease as to all or part of the lands contained herein, provided, that only lands which have been developed as provided for in Paragraph 1 above shall be included in such renewal. Any renewal of lands as provided herein shall be based on terms to be negotiated and agreed upon by LESSOR and LESSEE.

23. Mineral Exploration. LESSOR expressly reserves the right to lease said lands to third parties for mineral exploration and/or development purposes (for minerals other than potash and associated minerals) together with the right to grant the mineral LESSEE reasonable access by ingress and egress to and from the mineral estate through the surface estate in connection with mineral exploration and/or development, but without damage to improvements made by LESSEE and without interference with the use of the lease premises as provided for in Paragraph 1 above. LESSOR will notify LESSEE of lease(s) and/or permit(s) issued for minerals exploration and of the provisions of such lease(s) and/or permit(s) that ensure LESSEE will be afforded the protections provided to LESSEE in this Paragraph.

24. Title. LESSOR claims title in fee simple, but does not warrant to LESSEE the validity of title to the lease premises. LESSEE shall have no claim from damages or refund against the LESSOR for any claimed failure or deficiency of LESSOR's title to said lands or for interference by any third party. LESSEE takes possession subject to all existing encumbrances, rights-of-way, or encroachments as may exist or be of record. Possession is subject to a reservation of rights-of-way as may be necessary to access other state land, subject to Paragraph 7 above.

25. Water Rights. If LESSEE shall initiate or establish any water right on the lease premises, such right shall become an appurtenance of the lease premises. LESSEE agrees that any existing application to appropriate water on said State land shall be transferred to the School and Institutional Trust Lands Administration after the application has been completed, without any cost to the State. It is expressly understood and agreed that this lease does not

confer any rights upon LESSEE to use any water presently developed on the subject lands and that this Paragraph does not apply to any diversion of water by LESSEE from the Great Salt Lake.

26. Fire. LESSEE shall at all times observe reasonable precautions to prevent fire on the lease premises and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on the lease premises proximately caused by LESSEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action, LESSEE agrees to reimburse LESSOR for the cost of such fire suppression action.

27. Fencing. LESSEE may fence the lease premises at his own expense, but if there is no fence erected, LESSEE shall have no right of action against any grazing permittee of LESSOR by reason of a trespass upon the lease premises. The right of LESSEE to fence the lease premises shall be subject to the LESSOR's rights of access across state lands to other state lands.

28. Waste. LESSEE shall neither commit nor permit any waste on the lease premises. LESSEE shall maintain the lease premises in good condition and at its own expense, free from any nuisance. Surface and subsurface areas will be cleaned of all trash, debris, and waste of any kind to the satisfaction of the LESSOR. LESSEE shall maintain the lease premises to standards of repair, orderliness, neatness, sanitation, and safety as required by law and applicable regulations.

29. Pollution. LESSEE shall be bound by all of the environmental regulatory programs, including air quality, water pollution and water quality, solid and hazardous waste management, and underground storage tanks, and other conditions as contained in the provisions, conditions, and rules and regulations developed under authority of Title 19, Utah Code Annotated (1953), as amended.

30. Hazardous, Toxic, or Harmful Substances.

a. No Deposit. LESSEE shall not make, or suffer to be made, any filling in of the lease premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the lease premises, except as approved in writing by LESSOR. If LESSEE fails to remove all non-approved fill material, refuse, garbage, wastes or any other of the above materials from the lease premises, LESSEE agrees that LESSOR may, but is not obligated to, remove such materials and charge LESSEE for the cost of removal and disposal. This Paragraph does not prohibit the construction and operation of those facilities including ponds, roads and dikes as provided for in Paragraph 1 of this Lease.

b. Restraints Upon LESSEE. LESSEE shall not keep on or about the premises any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, and/or which are subject to regulation

as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted uses under Paragraph 1 and unless LESSEE fully complies with all applicable federal, state and local laws, regulations, statutes, and ordinances, now in existence or as subsequently enacted or amended and unless LESSEE has notified LESSOR of all Hazardous Substances necessary to carry out such purposes which will be kept or used on the property.

c. Notice. LESSEE shall immediately notify the LESSOR of (i) all spills or releases of any Hazardous Substance affecting the lease premises, (ii) all notification of failures to comply with any federal, state or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the lease premises, and (D) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the lease premises; and on request, provide copies to the LESSOR of any and all correspondence, pleadings, and/or reports received by or required of LESSEE or issued or written by LESSEE or on LESSEE's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances related to the lease premises.

d. Indemnity. LESSEE shall be fully and completely liable to the LESSOR, and shall indemnify, defend, and save harmless LESSOR and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorneys' fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of LESSEE's use, disposal, transportation, generation and/or sale or Hazardous Substances or that of LESSEE's employees, agents, assigns, sublessees, contractors, subcontractors, licensees or invitees, and for any breach of this Paragraph.

31. No Partnership. LESSOR is not a partner nor a joint venturer with the LESSEE in connection with the activities conducted and business carried on under this Lease and the LESSOR shall have no obligation with respect to LESSEE's debts or other liabilities.

32. Time of Essence. Time is expressly declared to be of the essence of this Lease and each and every covenant hereunder.

33. Amendments. Any amendments, revisions, supplements, or additions to this Lease or the attached exhibits shall be made in writing executed by the parties hereto, and neither LESSOR nor LESSEE shall be bound by verbal or implied agreements.

34. Entire Agreement. This written Lease or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

35. Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent prove to be invalid, unenforceable, void, or illegal, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be not affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law.

36. Consent to Suit. The LESSEE consents to suit in the courts of the State of Utah and in the Federal District Court for the District of Utah in any dispute arising under the terms of this lease or as a result of operations carried on under this lease. Service of process in any such action is hereby agreed to be sufficient if sent by certified mail to the LESSEE at the last known address of LESSEE appearing on the LESSOR's records.

37. Venue. The LESSEE agrees for itself, its heirs, successors and assigns that any suit brought by the LESSEE, its heirs, successor or assigns concerning this Lease may be maintained only in the Utah State District Court of Salt Lake County, or in the event of a dispute involving the application of Federal law to the Federal District Court for the District of Utah.

38. No Waiver of Conditions. Waiver by the LESSOR of any default of the LESSEE or failure of the LESSOR to timely enforce any provisions of this Lease shall not constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Lease. No provision in this Lease shall be construed to prevent the LESSOR from exercising any legal or equitable remedy it may otherwise have.

39. Self Execution. Any term, condition, provision, or obligation subject to change or interpretation shall be deemed self-executing, and shall in no way shift or relieve the LESSEE of its continuing duties and obligations.

40. Attorney's Fees. In the event the LESSOR shall prevail in any action or suit for the enforcement of any provision of this lease or concerning this Lease in any manner, the LESSEE shall pay to the LESSOR a reasonable attorney's fee on account thereof.

41. Notice. Any notice contemplated herein to be served upon LESSOR or LESSEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

State of Utah, School and Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

IMC Kalium Ogden Corp.
765 North 10500 West
P. O. Box 1190
Ogden, Utah 84402

or at any such other address as LESSOR or LESSEE may from time to time designate by written notice to the other.

42. Responsibilities of Successors. The provisions hereof shall inure to and be binding upon the successors and assigns of LESSEE.

IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 1 day of May, 1999 by the Director.

LESSOR:

STATE OF UTAH
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

By: David T. Terry
DAVID T. TERRY, DIRECTOR

APPROVED AS TO FORM:
JAN GRAHAM
ATTORNEY GENERAL

BY: _____
Special Assistant Attorney General

Date: April 29, 1999

LESSEE:

IMC Kalium Ogden Corporation
765 North 10500 West
P. O. Box 1190
Ogden, Utah 84402

By: _____

STATE OF UTAH)
: §
COUNTY OF SALT LAKE)

On the 3rd day of May, 1999 personally appeared before me David T. Terry, who being by me duly sworn did say that he is the Director of the School and Institutional Trust Lands Administration, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 3rd day of May, 1999.

Dawnyell Gallien
Notary Public

My commission expires: 1-13-2002

DAWNYELL GALLIEN
NOTARY PUBLIC • STATE of UTAH
675 EAST 500 SOUTH #500
SALT LAKE CITY, UTAH 84102
COMM. EXP. 1-13-02

STATE OF Utah)
: §
COUNTY OF Weber)

On the 7th day of April, 1999, personally appeared before me May Reynolds, who being by me duly sworn did say that ~~(s)~~he is the General Manager of IMC Kalium Ogden Corp., and the signer of the above instrument, who duly acknowledged that ~~(s)~~he executed the same.

Given under my hand and seal this 7th day of April, 1999.

Carol E. Fuentes
Notary Public

My commission expires:

CAROL E. FUENTES
NOTARY PUBLIC • STATE of UTAH
795 NORTH 10500 WEST
OGDEN UT 84404
COMM. EXP. 01-06-2003

Non-Solar Leases and Agreements

E A S E M E N T

Fund: School
Easement No. 95

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of $22,104.00 plus a $50.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay an administrative fee as provided by Division Rules R632-40-18 and R632-4-2(1), as amended or replaced, to the GRANTOR on or before January 1, 1994, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to Great Salt Lake Minerals and Chemicals Corporation, GRANTEE, the right to construct, operate, repair and maintain a subsurface open canal or a closed conduit upon or imbedded in the bed of the Great Salt Lake for purposes of conveying concentrated brines by pump or gravity flow on State lands described on Exhibit A attached hereto (referred to as the "Easement Lands"). For convenience the canal or closed conduit, as the case may be, are referred to generally as "the Canal."

TO HAVE AND TO HOLD for a term of 30 years from and after the date of execution hereof unless sooner relinquished by GRANTEE pursuant to Section 18 below, subject to the following terms and conditions and any valid and existing rights. This easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of the Canal.

2. GRANTEE shall dispose of material excavated in constructing the Canal on or in reasonable proximity to the Easement Lands along the course of the Canal in accordance with plans submitted to GRANTOR and approved in advance.

3. GRANTEE shall contact the holders of all existing easements encompassing any of, or adjoining, the Easement Lands and cooperate with them with respect to where and how material may be removed so as not to cause damage to those existing easements.

4. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond or surety be increased or if a bond or surety has not been previously required, GRANTOR may require that GRANTEE post with the Division a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the LESSOR, in a penal

sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

5. a. GRANTEE agrees to protect, indemnify and save harmless the State of Utah, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of or in any way connected with the performance of this agreement, except where such injury, death, or damage has resulted from the sole negligence or willful misconduct of the State of Utah, its agents or employees, without negligence or willful act on the part of the GRANTEE, its agents, employees, or subcontractors, it being the intent of this provision that the GRANTEE indemnify the State of Utah, its agents and employees regardless of whether or not such injury, death, or damage is caused in part by the State of Utah, its agents and employees. The GRANTEE shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but the State of Utah shall have the right, at its option, to participate in the defense of any such suit without relieving the GRANTEE of any obligation hereunder.

b. This easement is expressly subject and subordinate to the right of the State of Utah to manage and control the Great Salt Lake and the bed thereof as a navigable body of water and to the Public Trust Doctrine. The GRANTEE hereby waives any and all claims, demands, damages or causes of action of every kind and nature against the State of Utah, its agents or employees, arising out of or in any way connected to such actions by the State that affect this easement, including but not limited to flood control, as described in Chapter 30 of Title 63, Utah Code Annotated, as amended or replaced; except where such claims, demands, damages and causes of action involve the physical encroachment by the State of Utah of the easement granted herein. Notwithstanding any other provision of this easement, this easement is expressly subject and subordinate to the railroad right-of-way and the operation and maintenance thereof held by Southern Pacific Transportation Company and its successors and assigns.

In additional to any other waivers set forth herein, GRANTEE expressly acknowledges that the transportation of concentrated brines in an open underwater canal may be subject to known or unknown risks of surface or subsurface disturbances of the bed or waters of the Great Salt Lake, whether natural or man-caused, which may interfere with GRANTEE'S ability to transport brines through said canal. GRANTEE hereby acknowledges and accepts such risks and hereby waives and agrees to hold the State of Utah, its agents and employees, harmless for any and all claims, demands, damages, and causes of action of every kind and nature arising out of or in any manner connected with any surface or subsurface disturbance of the bed or waters of the Great Salt Lake, whether natural or man-caused, except where such disturbance is the result of an actual

physical encroachment by the State of Utah of the easement granted herein.

c. (A) To protect against liability, loss and/or expense arising from damage to property or injury or death of any person or persons incurred in any way out of, in connection with or resulting from this Easement, GRANTEE shall obtain and maintain in force during the entire period of this Easement, at its own expense, the following insurance from insurance companies authorized to do business in the State of Utah and rated "A" or better. Said rating shall be as published by A.M. Best Company.

(1) Worker's Compensation Insurance and Employer's Liability Insurance providing statutory benefits. The Best's rating requirements are waived for coverage provided by the Worker's Compensation Fund of Utah. GRANTEE shall require all subcontractors or sublessees at any time to take and maintain similar policies of Worker's Compensation Insurance.

(2) Commercial General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises and operations, explosion, products and completed operations, and contractual obligations (including this Easement), with limits of not less than $1,000,000 combined single limit per occurrence, and not less than $2,000,000 aggregate which shall be designated as applying to this Easement. If this insurance coverage is written on a "claims-made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar "tail" provision such that claims reported up to three (3) years after the termination of this Easement are covered.

(3) Comprehensive automobile Liability Insurance including owned, hired and non-owned automobiles with limits not less than $1,000,000 combined single limit per occurrence (accident).

(4) GRANTEE using its own aircraft, or employing aircraft in connection with the work performed under this contract shall maintain Aircraft Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence.

(B) Any policy required by this section may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

(C) Irrespective of the requirements as to insurance to be carried by GRANTEE as provided herein; insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve GRANTEE of any obligations hereunder.

(D) Before the Easement is executed, certificates evidencing coverages as specified above are in effect, shall be furnished to GRANTOR. Such insurance certificates shall contain

provisions that no cancellation, material change therein or non-renewal shall become effective except upon thirty (30) days prior written notice to GRANTOR as evidenced by return receipt, certified mail sent to GRANTOR. The State of Utah shall be named as an additional insured party, as primary coverage and not contributing, on all the insurance policies required by this Covenant except workers' compensation policies.

6. This easement may be terminated by GRANTOR upon breach by GRANTEE of its obligation to make any payment required hereunder or upon breach of any other conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any payment or other conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the GRANTOR to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to the GRANTEE at the last known address of GRANTEE appearing on the GRANTOR'S records.

8. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.

9. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

10. GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or

waters which may result from the exercise of the privileges granted pursuant to this easement.

11. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property if and only to the extent that such easements, leases, or permits are compatible with and do not adversely affect the rights of GRANTEE hereunder.

12. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement, and provided such ingress and egress does not interfere with the rights of GRANTEE hereunder.

13. It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "specimen" to the GRANTOR and the Division of State History in compliance with Section 63-18-27 Utah Code Annotated (1986) as amended.

14. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to the Easement Lands. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

15. GRANTOR reserves the right to inspect GRANTEE'S area of operation under this easement and to require GRANTEE to correct any violations of the above stipulations.

16. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State that do not diminish the rights of GRANTEE hereunder.

17. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

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

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

18. GRANTEE may relinquish this easement at any time. Reclamation, if any is needed, shall be accomplished pursuant to a reclamation plan approved by the Division of Oil, Gas, and Mining, or by the Division if the Division of Oil, Gas and Mining does not have jurisdiction. Rock, tailings, and waste materials resulting from the operations of the GRANTEE on the Easement Lands or other lands shall be the absolute property of the GRANTEE whether stored on said lands or on other lands, until such time as title thereto is renounced in writing by the GRANTEE provided, however, that title to any such rock, tailings, and waste material stored on the Easement Lands which were produced from said lands or other State lands shall vest in the GRANTOR upon the expiration, surrender, cancellation, or termination of this lease.

19. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

20. As to any provision in this agreement, the parties hereto do not intend that there be any violation of the rule against perpetuities or any related rule. If any violation should inadvertently occur, it is the wish of the parties hereto that the appropriate court shall reform such provision in such a way as to approximate most closely the intent of the parties.

IN WITNESS WHEREOF, the State of Utah, by and through the Board and Division of State Lands and Forestry, has caused these presents to be executed this 17th day of June, 1991, by the Director.

GRANTOR: STATE OF UTAH
Division of State Lands and Forestry
3 Triad Center, Suite 400
355 West North Temple
Salt Lake City, Utah 84180

By: _____ 8/15
FOR RICHARD J. MITCHELL, DIRECTOR

APPROVED AS TO FORM

By: _____
DAVID S. CHRISTENSEN
ATTORNEY GENERAL'S OFFICE

GRANTEE: GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

By: _____

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 17th day of June, 1991, by Kevin S. Carter for Richard J. Mitchell, Director, Division of State Lands and Forestry.

Effie M Burns
Notary Public, residing at: SLC

My Commission Expires: 5-25-92

NOTARY PUBLIC
EFFIE M. BURNS
355 W. North Temple #100
S.L.C. UT 84180-1204
My Commission Expires
May 25, 1992
STATE OF UTAH

STATE OF UTAH)
: ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 13th day of June, 1991, by Kenneth L. Warnick, Vice President -- Administration of Great Salt Lake Minerals & Chemicals Corporation.

NOTARY PUBLIC
R M MCNEELY
765 North 10500 West
Ogden, Utah 84401
My Commission Expires
March 1 1994
STATE OF UTAH

R M McNeely
Notary Public, residing at:
Ogden, Utah

My Commission Expires:

March 1, 1994

Description of Lake Channel
Right of Way

Beginning at a point 28 feet south of the Northwest corner of Section 30, T6N, R6W, SLB&M, in the north arm of the Great Salt Lake, which point is on the west boundary of the existing lease ML 19024, thence N 80° 46 W 80,240 feet more or less to a point 141.7 ft. more or less north of the southwest corner of Section 3, T6N, R9W, SLB&M being the centerline of a 500 ft. wide right of way for the proposed underwater channel to be dredged by Great Salt Lake Minerals & Chemicals Corp. across the north arm of the Great Salt Lake, containing 921 ac.

EXHIBIT A

to

EASEMENT

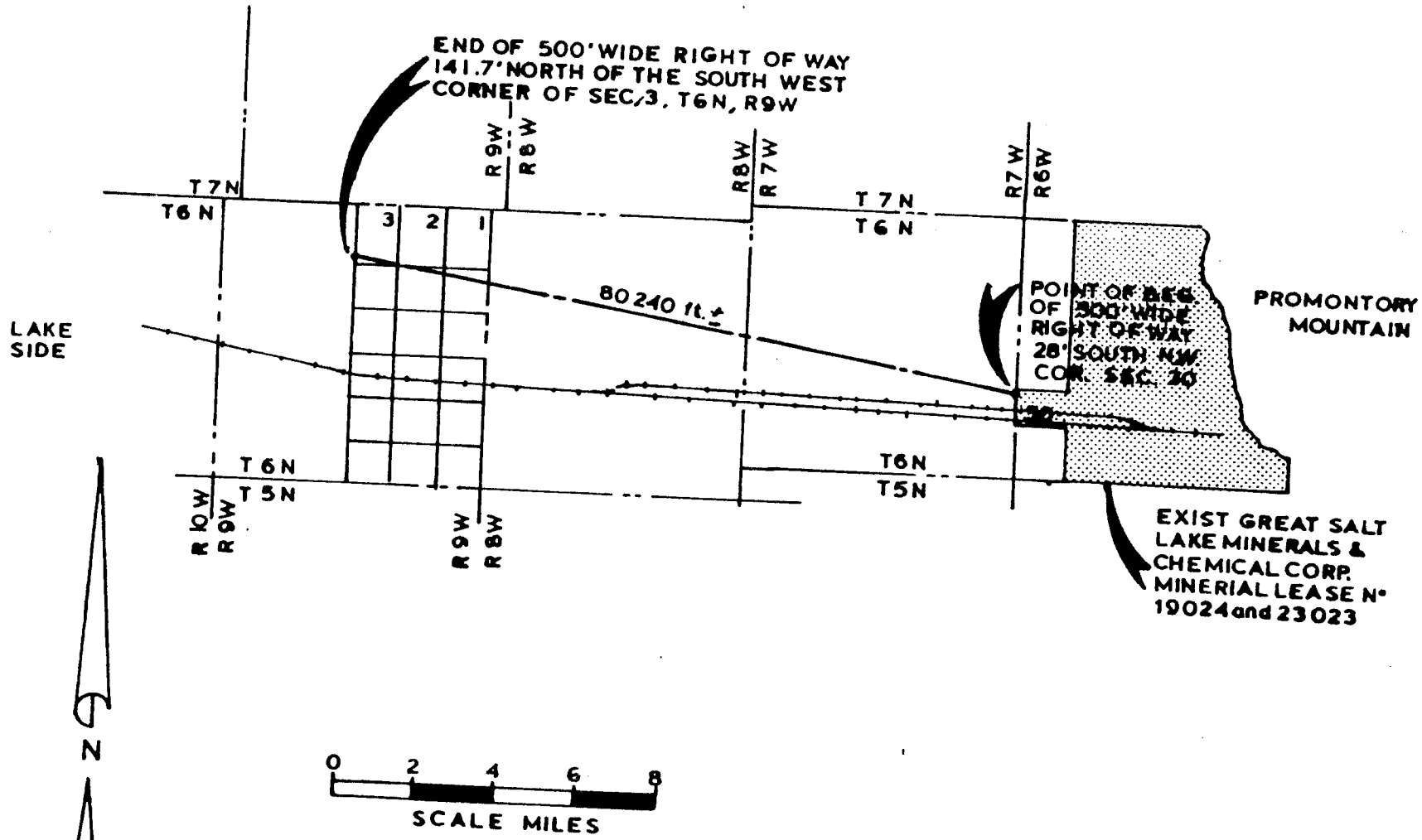


EXHIBIT B
to
EASEMENT

EASEMENT FOR UNDER WATER CHANNEL
IN THE NORTH ARM OF THE GREAT SALT
LAKE

DWG № 910409

FFSL Land Lease System

Public Access

Click here to access **MAIN MENU**

LEASE DETAIL PAGE

Lease ID: ESMT 96 **Lease Type:** Right of Way **Expiration Date:** 8/31/2021 **Due Date:**
Application Date: 5/6/1991 **Approval Date:** 5/6/1991 **Reassessment Date:**
Beginning Date: 1/1/1991 **Total Acres:** 28 **$/Acres:** $0.00 **Collateral:** N **Cancellation Date:** 11/3/1997
Sov: Y **Term:** 30 **Bond:** N **Application Status:** CANCEL
Billing Period: 0397 **Status:** 30 **Royalty - Protected Status:** U **Loworg:** 9109 **Weed Amount:** $0.00
Audit:

County: (Box Elder)
Acres: (28)
AUM:

LESSEE

Lessee ID: 3707 **Name:** **Company Name:** GREAT SALT LAKE MINERALS CORP
Affiliation:
Address: 765 NORTH 10500 WEST
City: OGDEN **State:** UT **Zip Code:** 84404

COMMENT

Date	Comment
5/6/1991	Appl for access road to solar pond dike and pumps.
11/17/1997	DA 11/3/1997 - Cancellation of easement. This easement is on School Trust Lands. The easement and file were erroneously transferred to the Division in 1994. The ESMT 96 file was transferred to SITLA.

LEGAL DESCRIPTION

#	Town	Ord.	Range	Ord.	Section	Bsmer	Description
1	6	N	9	W	8	S	within
2	6	N	9	W	9	S	within
3	6	N	9	W	16	S	within
4	6	N	9	W	17	S	within
5	6	N	9	W	21	S	within

Sovereign?

Number ESMT 97

Fund School

NAME: Great Salt Lake Minerals & Chemicals Corporation (3707)

P.O. Box 1190

765 North 10500 West

Ogden, Utah 84402

Initial Payment:

Application Fee: 50.00

Total Due:

Date: May 14, 1991

County: Box Elder (2)

Acres: 11

Type: IND. ESMT (Sov.)

Terms ~~30 years~~ concurrent with existing ML 19524 & ML 25859

Annual Payment of:

or

$20.00 payment every three years beginning:

or

One time payment terms to expire:

State Land Described as Follows:

within:

T 7 N, R 3 W SLB&M

Section: 21

The centerline of a 100 ft wide right of way being in a part of Section 21, T7N, R3W, SLB&M. Beginning at a point of intersection on the existing Weber Basin Conservancy District Industrial Water Canal at Station 187+00, said point being 3,649.3 ft South 63°51'45" East from the Northwest corner of Section 21; running thence South 45°20'03" West 4,774 ft, more or less to the approximate west line of Section 21 which point being at the intersection of the GSL meanderline, containing 11 acres.

Initial

AMOUNT 50.00

MAY 24 1991

Cash ..... Check ✓ M.O. .....

Receipt No. 91-08568

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
P.O. BOX 1190 765 NORTH 10500 WEST OGDEN, UTAH 84402 TEL. (801) 731-3100 TWX (910) 971-5910

RECEIVED
MAY 20 1991
STATE LANDS & FORESTRY
NORTHERN REGION

May 16, 1991

H. Barry Tripp
State of Utah
Division of State Lands & Forestry
Northern Region
3 Triad Center, Suite 320
Salt Lake City, UT 84180-1203

Dear Mr. Tripp:

Submitted herewith is the Easement Application for a water canal realignment from Willard Bay to Great Salt Lake Minerals & Chemicals Corporation's reservoirs. Your timely review of this request will be appreciated.

If you have any questions, please contact me.

Sincerely,

Kenneth A. Glauser
Chief Design Engineer

KAG/rm

Purpose and Description

Great Salt Lake Minerals & Chemicals Corporation presently uses water for its plant process from Willard Bay that is supplied through an open canal from Willard Bay to Great Salt Lake Minerals & Chemicals Corporation's water reservoir. A portion of the canal which follows the Great Salt Lake meanderline has been a continual high maintenance problem because of inaccessibility and lack of material for dike repairs. The said portion being on the mud flats. Great Salt Lake Minerals & Chemicals Corp. proposes rerouting the canal across State land to eliminate the present problem.

An easement is requested for excavation of a canal across State land described as follows:

> The centerline of a 100 ft wide right of way being in a part of Section 21, T7N, R3W, SLB&M. Beginning at a point of intersection on the existing Weber Basin Conservancy District Industrial Water Canal at Station 187+00, said point being 3,649.3 ft South 63°51'45" East from the Northwest corner of Section 21; running thence South 45°20'03" West 4,774 ft, more or less to the approximate west line of Section 21 which point being at the intersection of the GSL meanderline, containing 11 acres.

Reference Drawing No. 910514. A flow structure across the canal will be provided for surface drainage and also a vehicle crossing will be provided.

Date: 5/14/91

THE STATE OF UTAH

DIVISION OF STATE LANDS & FORESTRY

EASEMENT APPLICATION

Application No.: ESMT 97

NAME AND MAILING ADDRESS

Great Salt Lake Minerals & Chemicals Corp.
P.O. Box 1190
Ogden, UT 84402

(3707)

I hereby make application pursuant to Chapter 7 of Title 65A, as amended and Board and Division rule, for an Easement on the following described State lands situated in Box Elder County, for a term of Concurrent with existing Mineral Leases ML 19024 and ML 25859. (30 YEARS)

SUBDIVISION*	SEC	TWP	RGE	ACRES
See attached purpose and description.	21	T7N	R3W	11
	TOTAL ACRES :			11

*Attach centerline description and platted survey if applicable.

I understand that the issuance of an easement will be based on the payment of at least fair market value as determined by the Division, and that the application must be received with a non-refundable application fee.

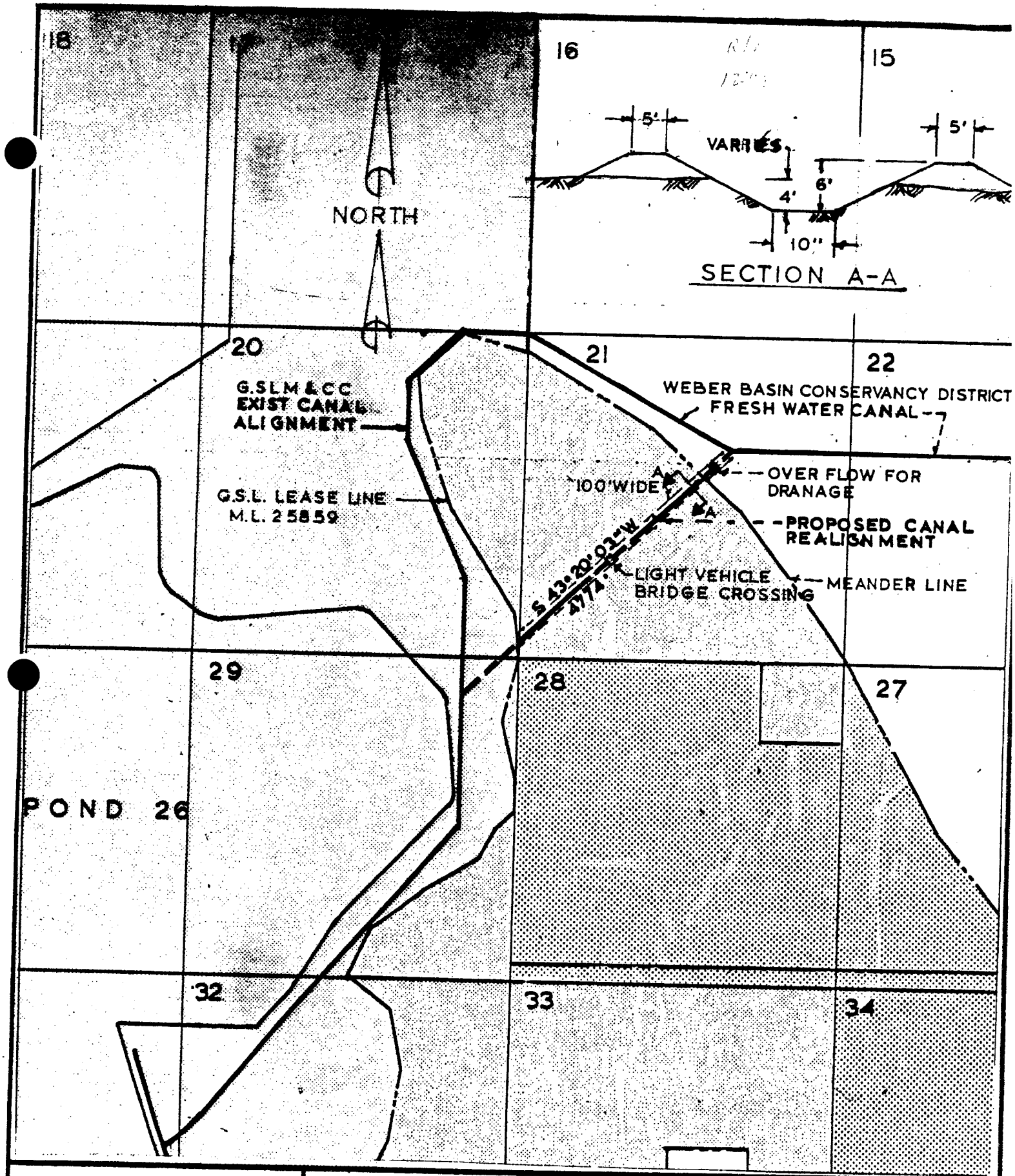
Great Salt Lake Minerals & Chemicals Corporation

APPLICANT'S SIGNATURE

Vice President - Operations

TITLE

NOTE: A non-refundable application fee of $50.00 must accompany this application.



TITLE R/W MAP FOR FRESH WATER CANAL IN SECTION 21, R3W, T7 N. SLB&M		GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
		LOCATION
		PROJECT NO.
DRAWN K.K.	DATE 5-14-91	SCALE 1"=2000'	DWG. NO. 910514

EASEMENT

Fund: Sovereign
Easement No. SOV-0002-400

THE STATE OF UTAH, by and through the Division of Sovereign Lands and Forestry, GRANTOR, in consideration of the payment of $ 988.56 plus a $50.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay an administrative fee as provided by Division Rules R652-40-1800 and R652-4-100, as amended or replaced, to the GRANTOR on or before January 1, 1998, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to Great Salt Lake Minerals, PO Box 1190, Ogden, Ut. 84402 , GRANTEE, the right to construct, operate, repair and maintain a brine canal on State lands described as follows:

The canal will be 14,952 feet long, 120 feet wide, and will extend 60 feet on each side of the following described center line:

Beginning at a point approximately 2,403 feet south and 952 feet east of the southwest corner of section 10, T7N, R10W, SLB&M, in the north arm of Great Salt Lake, thence north 50°45' east for 3,798 feet more or less to the southern boundary of section 10, which point is on the north boundary of ML 44607, and continuing thence north 50°45' east for 14,952 feet more or less to a point 942 feet south and 533 feet west of the northeast corner of section 1, T7N, R10W, SLB&M.

COUNTY: Box Elder ACRES: 41.19

TO HAVE AND TO HOLD for a term of 30 years subject to the following terms and conditions and any valid and existing rights or until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth. This easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said brine canal, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said brine canal, so long as the easement shall remain in force and effect.

2. GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said brine canal. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.

3. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

4. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Division a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

5. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the easement of GRANTEE, its servants, employees, agents, sublessees, assignees or invitees.

6. This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the (GRANTOR) to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.

8. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (I) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the

balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests. This paragraph does not obligate the GRANTOR to approve any agreement of assignment or sublease of this easement, which approval may be withheld for any reason to protect the interest of the GRANTOR.

9. GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

10. GRANTEE shall surrender to GRANTOR said lands in a condition similar to the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

11. GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement and shall refrain from nuisance or waste upon the premises.

12. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

13. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

14. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.

15. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.

16. GRANTEE agrees that no trees may be cut or removed from the easement except

when the GRANTEE has applied for and received a small forest products permit or timber contract from the GRANTOR.

17. It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 9-8-101 et seq. and 9-9-101 et seq. Utah Code Annotated (1953) as amended.

18. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

19. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

20. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

21. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Great Salt Lake Minerals
PO Box 1190
Ogden, Utah 84402

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

22. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

23. This easement is subject to the public trust obligations of the GRANTOR to manage the sovereign lands. GRANTOR may relocate this easement at it's sole expense if necessary to accommodate the proper use or protection of the sovereign lands.

IN WITNESS WHEREOF, the State of Utah, by and through the Division of Sovereign Lands and Forestry, has caused these presents to be executed this 13th day of November, 1995, by the Director.

GRANTOR: STATE OF UTAH
Div. of Sovereign Lands and Forestry
3 Triad Center, Suite 425
355 West North Temple
Salt Lake City, Utah 84180

By: Art W. DuFault
,DIRECTOR

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

The foregoing instrument was acknowledged before me this 13th day of November, 1995 by the Director of the Division of Sovereign Lands and Forestry

My Commission Expires: 11/21/95

Molly Bishop
Notary Public, residing at:

NOTARY PUBLIC
MOLLY J. BISHOP
355 W. North Temple, #400
Salt Lake City, UT 84180
My Commission Expires
November 21, 1995
STATE OF UTAH

GRANTEE:

By: _____

STATE OF)
: ss.
COUNTY OF)

On the 7th day of November, 1995, personally appeared before me Kenneth L. Warnick, who being by me duly sworn did say that he is the Vice President of Great Salt Lake Minerals Corp, and said Kenneth L Warnick acknowledged to me that said company executed the same.

Given under my hand and seal this 7th day of November, 1995.

REBECCA M. McNEELY
NOTARY PUBLIC • STATE of UTAH
765 NORTH 1000 WEST
OGDEN, UT 84404
COMM. EXP. 3-1-98

Rebecca McNeely
My Commission Expires: 3-1-98
Notary Public, residing at: Ogden Utah

APPROVED AS TO FORM
JAN GRAHAM
ATTORNEY GENERAL

BY: s/ STEVEN F. ALDER
Assistant Attorney General

APPROVAL OF ML 50730-MP - EXPIRATION OF ML 48878-MP (SCH)

On January 26, 2007, the Director approved the renewal of ML 48878-MP (crushed limestone materials) for a new five-year term with an amended royalty rate of $0.35 per ton. Upon further review, the Agency's legal counsel suggested that it may be in the interest of the Trust to expire ML 48878-MP in favor of a new permit using a more current contract form. Formal amendment instruments to extend ML 48878-MP were never executed by the parties. The permittee has submitted an application for a new mineral materials permit for limestone aggregate upon the lands as described below. The applicant agrees to pay a $100 application fee plus annual rental of $10 per acre for the new permit. The applicant also agrees to a production royalty rate of $0.35 per ton for the new permit and a five-year term. ML 48878-MP should be allowed to expire at the end of its current term, on February 28, 2007, and the new application as described below should be approved with an effective date of March 1, 2007.

ML 50730-MP Great Salt Lake Minerals Corp. P.O. Box 1190 Ogden, UT 84402	T6N, R9W, SLB&M. Section 9: Lots 1(33.02), 2(3.42), 3(26.83), NW¼SW¼ (As to lands lying above the GSL Meander Line)	Box Elder County 57.00 acres, m/l

DUE: $670.00

Upon recommendation of Mr. Blake, the Director approved ML 50730-MP with an effective date of March 1, 2007, and noted the expiration of ML 48878-MP effective February 28, 2007.

EXPIRATION OF MINERAL MATERIALS PERMIT (SCH)

The following one-year permit for sandstone and limestone building stone materials reached the end of its term on January 31, 2007, and is expired. All rights of the permittee relevant to extracting materials from the permitted lands are terminated. The Division of Oil, Gas & Mining holds a reclamation bond and is working with the operator to complete the required reclamation work. The lands are open and available for the consideration of applications for a new mineral materials permit.

ML 50187-MP Jeffrey L. Sagers 2016 So. Montana Ave. Provo, UT 84606	T20S, R8E, SLB&M. Sec. 32: All	Emery County 640.00 acres

This item is submitted by Mr. Blake for record-keeping purposes only.

CORRECTION OF DIRECTOR'S MINUTES OF JANUARY 19, 2007 - ML 50593 (SCH)

The Director, on January 19, 2007, approved the above-numbered lease as being in Utah and *Tooele* Counties. After further checking, it has been found that the lands in this lease are all in ***Utah*** County.

Upon recommendation of Mr. Stokes, the Director approved the above-listed correction.

50730

SCHOOL & INSTITUTIONAL TRUST LANDS ADMINISTRATION
MINERAL MATERIALS PERMIT APPLICATION

OFFICE USE ONLY APPLICATION NO.	
SCH	57 -
MH	
NS	
SM	
UNIV	
D&D	
IB	
USH	
SYDC	
RES	
PB	
USU	
OTHER	
TOTAL	57 -
Checked by	

Applicant Name: Great Salt Lake Minerals Corp.

Address: P.O. Box 1190

Ogden Utah 84402
City State Zip Code

Telephone No. 801-731-3100

Applicant hereby applies for a mineral materials permit on the following described trust lands for the purpose of mining the following mineral(s) therefrom: Limestone Aggregate

Box Elder

pit
JB

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN	ACRES
Lots 1, 2, 3, NW¼SW¼	9	6 North	9 West		57

$670 Due

TOTAL ACRES: 57

This application requires a $100.00 nonrefundable application fee plus payment of the first year annual rentals @ not less than $10.00 per acre, or fractional part of an acre. Annual rentals shall be returned to the applicant if this application is rejected by the Director. The permit issued in final form shall provide for the payment of royalties by the applicant in such form and amount as agreed to by the Trust Lands Administration.

Accordingly, the applicant hereby offers with this application $ 670.00 including a $100.00 application fee and the first year annual rentals @ not less than $10.00 per acre or fractional part of an acre. This application constitutes an offer to accept a mineral materials permit in the form currently offered by the Trust Lands Administration and to accept all the requirements of the laws of the State of Utah, including the rules of the Utah Division of Oil, Gas & Mining and the rules governing the management of the School and Institutional Trust Lands Administration both now in effect and as may hereinafter be adopted. If the applicant is a firm, association or corporation, the date such entity became qualified to do business in the State of Utah was 5/3/67.

Corey R Milne
Applicant's Signature

By: _____
**(Attorney-in-fact) Signature

** Application filed by an attorney-in-fact in behalf of the applicant shall not be accepted unless there is sufficient evidence on file with the Trust Lands Administration that the applicant authorized the attorney-in-fact to apply for and execute the lease in his behalf.

This form cannot be used in applying for a sand & gravel permit, mineral lease, coal lease, oil shale lease, bituminous sands lease, oil and gas lease or geothermal. For questions or information call (801) 538-5100.

FORM __ (rev. 1-23-06)

This document can be reproduced

RECEIVED
FEB 06 2007
TRUST LANDS ADMINISTRATION

50730

50730

50730

Effective Date: 3/1/07

MINERAL MATERIALS PERMIT NO. ML 50730-MP

Director's Agenda Date (Office use only): 2/9/07

GRANT: SCH

THE STATE OF UTAH
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
MINERAL MATERIALS PERMIT

In consideration of the rentals and materials purchases to be paid and the covenants to be kept and performed, the School and Institutional Trust Lands Administration, hereinafter referred to as "Permitter," does hereby permit unto:

GREAT SALT LAKE MINERALS CORP.
P.O. BOX 1190
OGDEN, UT 84402

Hereinafter referred to as "Permittee," the right to come onto the following described lands situated in BOX ELDER County, State of Utah:

T6N, R9W, SLB&M.
SEC. 9: PART OF LOTS 1, 2, 3, NW¼SW¼
(AS TO LANDS LYING ABOVE THE GSL MEANDER LINE)

Containing 57.00 acres, more or less, (the "Permitted Property") for the purposes described below.

This permit is granted subject to the following terms and conditions:

1. Term. This permit shall remain in effect, unless sooner terminated as herein provided, for a term of FIVE (5) years following the "Effective Date" first written hereinabove. This permit will terminate at the end of said term unless extended at the sole discretion of the Director of the School and Institutional Trust Lands Administration (the "Director"). In no event shall this permit be extended without review and a written determination by the Director that renewal on the same or readjusted terms is in the interest of the trust land beneficiaries. Permittee shall have rejected any such extension of the permit by failure to timely submit the required annual rental payment provided for therein.

2. Commodity. Permittee shall have the right to mine and remove the following described mineral commodity from the Permitted Property:

LIMESTONE AGGREGATE (the "Mineral Commodity").

3. Rental; Royalties. Permittee shall pay the Permitter the following rental and royalties subject to the terms and conditions set forth below:

(A) Annual Rental. As advance rental for the Permitted Property, Permittee shall pay the Permitter $ 10.00 per acre, or fractional part of an acre, each year that this permit is in effect. The first advance rental payment shall be paid along with the application filing fee for this permit. Subsequent advance rental payments shall be paid promptly on or before each annual anniversary date of the Effective Date of this permit for each year or fraction of a year that this permit or any extension thereof is in effect. Advance rental payments may be credited against actual production royalties accruing under the permit for the permit-year for which paid, but rental credits may not be carried forward from year to year. Any uncredited rental remaining at the end of any permit-year is forfeited to the Permitter.

(B) Royalty Determination. Permittee shall pay the Permitter a production royalty on the basis of N/A % of the Gross Value of the Mineral Commodity or $0.35 per ton, whichever amount is greater. Said royalty shall be paid upon each and every short ton of the Mineral Commodity extracted and removed from the Permitted Property. Gross Value shall include all value and payments received by Permittee for the sale of the Mineral Commodity, f.o.b. mine, except that Permittee may deduct from such value and payments received such operating costs, labor costs and materials costs as the Director determines are reasonably necessary to process and prepare the Mineral Commodity for market after mining. No mining costs, equipment costs, capital costs, administrative costs, taxes or royalties may be deducted in determining Gross Value. No costs whatsoever may be deducted in the calculation of royalty on the Dollar per ton basis.

(C) Royalty Reports and Payments. Permittee shall file with the Permitter, not more than 30 days following the end of each quarter of the permit-year, a Permitter-approved production and settlement transmittal form reporting the quantity of Mineral Commodity produced from the Permitted Property during the quarter. The production and settlement transmittal shall be submitted for each and every ton of the Mineral Commodity produced by the Permittee from the Permitted Property and shall detail whether such tonnage is stockpiled on the Permitted Property, transported off the Permitted Property, sold or unsold and shall be submitted whether or not any production occurred from the Permitted Property during the quarter. Permittee may credit annual rental payments for the permit-year against production royalty accruing to the permit for the same permit-year but uncredited annual rental payments may not be carried forward into another permit-year. Permittee shall maintain accurate records as to dates, quantities, and measurements of excavation, stockpiling and sale of the Mineral Commodity and shall allow Permitter to freely examine such records at any time. Permitter reserves the right to adjust the annual rental and/or royalty rate for any renewal or extension in term of this permit, at the beginning of each such renewal or extension in term.

4. Disposal of Land or Termination of Permit. Permitter reserves the right to sell or exchange the mineral estate in the Permitted Property, in whole or in part, as it may deem to be in the best interest of its trust beneficiaries. Permitter also reserves the right to duly cancel the Permit upon breach of any of the terms or conditions of the Permit by the Permittee. The Permittee shall not be liable for any damages or costs incurred by the Permittee or by any third party as a result of sale or exchange of the mineral estate or cancellation or termination of this permit.

5. Cancellation Right Reserved. Permitter reserves the right to cancel this permit on 30 days written notice, from the date of mailing to Permittee, of its intent to place the lands subject to this permit to another use which in the opinion of the Director will result in a better return to the trust beneficiaries. Exercise of this unilateral right of Permitter will not give rise to any claim by Permittee for damages or relief. In the event of cancellation, the Permitter shall refund advance rental payments made by the Permittee on a prorated basis for the permit year in which the permit is cancelled. All other rentals, fees and bonus bids are nonrefundable to the Permittee. No refunds whatsoever are allowed in the event of Default by the Permittee, as per Paragraph 20 of this agreement.

6. Stockpiling. Permittee may stockpile on the Permitted Property the Mineral Commodity which has been excavated providing, however, that Permittee shall totally remove all such stockpiles and pay royalties upon such stockpiles not more than 30 days following the termination or expiration of this permit. Permittee shall not stockpile material which has been excavated from a location other than the Permitted Property without the express, written consent of the Permitter. Royalties shall be paid by Permittee to Permitter for any such unapproved stockpiles. Permittee shall not co-mingle stockpiled Mineral Commodity upon which royalty has been paid with production upon which royalty has not been paid.

7. Non-Exclusivity. Permitter reserves the right to lease or permit the Permittted Property to third persons for mining or exploration for coal, oil, and gas and all other minerals, except the specific Mineral Commodity covered by this permit, or for purposes of grazing or other uses of the surface lands.

8. Applicable Laws & Regulations. This lease is issued pursuant to the provisions of Title 53C, Utah Code Annotated, 1953, as amended, and subject to all valid Rules and Regulations and requirements now or hereafter adopted by the School and Institutional Trust Lands Administration, and of the Board of Oil, Gas, and Mining, applicable to the subject matter of this lease, together with all requirements of the Utah Mined Land Reclamation Act, all requirements of the Utah Antiquities Act, and all valid rules and regulations relating to safety, sanitation, and health whether under the jurisdiction of the Division of Oil, Gas, and Mining with respect to operations under this lease or under the jurisdiction of some other State agency.

9. No Assignment. Permittee shall not assign, sub-let, mortgage, pledge, or otherwise dispose of any interest in this permit without the written consent of Permitter. Any such action taken by Permittee without the written consent of Permitter shall be as to Permitter void ab initio.

10. No Warranty of Title. It is understood this permit is issued only under such title as Permitter may have, and that Permitter does not warrant its title; and, in case of title failure, Permittee shall not be entitled to claim any refund of rental or royalty payments made to Permitter.

11. Water Rights. Water rights associated with or generated in conjunction with this permit shall be subject to the following provisions.

(A) Water Rights in Name of Permitter. If Permittee files to appropriate water for use in association with this permit or operations on the Permitted Property, the filing for such water right shall be made by Permittee in the name of Permitter at no cost to Permitter, and such water right shall become an appurtenance to the Permitted Property, subject to Permittee's right to use such water right at no cost during the term of this permit.

(B) Option to Purchase. If Permittee purchases or acquires an existing water right in association with this permit or on the Permitted Property, Permitter shall have the option to acquire that portion of such water right as was used on the Permitted Property upon expiration or termination of this permit. The option price for such water right shall be the fair market value of the water right as of the date of expiration or termination of this permit. Upon expiration or termination of this permit, Permittee shall notify Permitter in writing of all water rights purchased or acquired by Permittee for operations on the Permitted Property and its estimate of the fair market value of such water right. Permitter shall then have forty-five (45) days to exercise its option to acquire the water by payment to Permittee of the estimated fair market value. If Permitter disagrees with Permittee's estimate of fair market value, Permitter shall notify Permittee of its disagreement within the 45 day option exercise period. The fair market value of the water right shall then be appraised by a single appraiser mutually acceptable to both parties, which appraisal shall be final and not subject to review or appeal. If the parties cannot agree upon the choice of an appraiser, the fair market value of the water right shall be determined by a court of competent jurisdiction. Conveyance of any water right pursuant to this paragraph shall be by quit claim deed.

12. Performance and Reclamation Bonds. Permittee agrees to furnish Permitter a performance and reclamation bond in such type and amount and by such date as Permitter may request. Further, it is expressly agreed that Permitter may at any time, upon 30 days notice by certified mail, require Permittee to furnish Permitter such additional performance and reclamation bond as Permitter may deem to be in the best interest of the State of Utah. Permittee also agrees to comply with all requirements of the Utah Division of Oil, Gas & Mining with respect to bonding of mining operations and to post such bonds as may legally be required by the Division of Oil, Gas & mining.

13. Reclamation. Permittee agrees to perform, following the completion of excavations, such reclamation measures as may be required by Permitter and by the Utah Division of Oil, Gas & Mining to stabilize and restore natural surface conditions. Such reclamation measures will generally consist of, but not necessarily be limited to, elimination of highwalls, contouring of slopes at a ratio not less than three feet horizontal for each one foot vertical, elimination of access roads, replacement of natural top soils, revegetation using such seed mixture and concentration of application as

may be specified by Permitter, removal of all trash and debris, and removal of all equipment, buildings and structures owned by the Permittee or Permittee's agents.

14. Hazardous Substances and Waste Certification. Hazardous substances and waste used in conjunction with or generated by Permittee's operations upon the Permitted Property shall be subject to the following provisions.

(A) Hazardous Substances. Permittee [or other occupant pursuant to any agreement authorizing mining] shall not keep on or about the premises any hazardous substances, as defined under 42 U.S.C. § 9601(14) or any other Federal environmental law, any regulated substance contained in or released from any underground storage tank, as defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6991, *et seq,* or any substances defined and regulated as "hazardous" by applicable State law, (hereinafter, for the purposes of this Lease, collectively referred to as "Hazardous Substances") unless such substances are reasonably necessary in Permittee's mining or processing operations, and the use of such substances or tanks is noted and approved in the Permittee's mining plan, and unless Permittee fully complies with all Federal, State and local laws, regulations, statutes, and ordinances, now in existence or as subsequently enacted or amended, governing Hazardous Substances. Permittee shall immediately notify Permitter, the surface management agency, and any other Federal, State and local agency with jurisdiction over the Permitted Property or operations therein, or contamination thereon, of (i) all reportable spills or releases of any Hazardous Substance affecting the Permitted Property, (ii) all failures to comply with any applicable Federal, state or local law, regulation or ordinance governing Hazardous Substances, as now enacted or as subsequently enacted or amended, (iii) all inspections of the Permitted Property by, or any correspondence, order, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Permitted Property, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private Party concerning the Permitted Property.

(B) Hazardous Substances Indemnity. Permittee [or other occupant pursuant to any agreement authorizing mining] shall indemnify, defend, and hold harmless Permitter, employees, officers, and agents with respect to any and all damages, costs, liabilities, fees (including reasonable attorneys' fees and costs), penalties (civil and criminal), and cleanup costs arising out of or in any way related to Permittee's use, disposal, transportation, generation, sale or location upon or affecting the Permitted Property of Hazardous Substances, as defined in paragraph 13(A) of this Permit. This indemnity shall extend to the actions of Permittee's employees, agents assigns, sub-permittees, contractors, subcontractors, licensees and invitees. Permittee shall further indemnify, defend and hold harmless Permitter from any and all damages, costs, liabilities, fees (including reasonable attorneys' fees and costs), penalties (civil and criminal), and cleanup costs arising out of or in any way related to any breach of the provisions of this Permit concerning Hazardous Substances. This indemnity is in addition to, and in no way limits, the general indemnity contained in paragraph 17 of this Permit.

(C) Waste Certification. The Permittee shall provide upon abandonment, transfer of operation, assignment of rights, sealing-off of a mined area, and prior to permit relinquishment, certification to the Permitter that, based upon a complete search of all the operator's records for the mineral materials permit, and upon its knowledge of past operations, there have been no reportable quantities of hazardous substances as defined in 40 Code of Federal Regulations §302.4, or used oil as defined in Utah Administrative Code R315-15, discharged (as defined at 33 U.S.C. §1321(a)(2)), deposited or released within the Permitted Property, either on the surface or underground, and that all remedial actions necessary have been taken to protect human health and the environment with respect to such substances. Permittee shall additionally provide to Permitter a complete list of all hazardous substances, hazardous materials, and their respective Chemical Abstracts Service Registry Numbers, used or stored on, or delivered to, the Permitted Property. Such disclosure will be in addition to any other disclosure required by law or agreement.

15. Plan of Operations. Permittee may continue mining operations within areas of excavation that exist upon the Permitted Property at the time of execution of this permit. Permittee may not open any new mining areas or enlarge existing mine areas upon the Permitted Property, however, without first giving notification to the Permitter. Permittee agrees to submit to Permitter a detailed plan of operations, not less than 60 days prior to the opening of any new excavations or planned operations. The detailed plan of operations shall include such information and maps as may be required by Permitter to evaluate the impact of the proposed mining operation and surface disturbances upon the Permitted Property and upon other natural and cultural resources. Permitter may request additional information or

modification of Permittee's plan of operations. Permittee shall not proceed with any excavations or new mining in the Permitted Property without first receiving from Permitter a written approval of its plan of operations. Permittee shall also provide notice of new operations to the Utah Division of Oil Gas & Mining and obtain any necessary Permits as required by law. Permittee shall also give notice to all owners, lessees and permittees of record of the surface estate and the mineral estate prior to entering upon the Permitted Property to conduct any excavations or mining operations of any kind. Permittee shall submit to Permitter a report of all excavations, surface disturbances, production, and reclamation work performed upon the Permitted Property each year or fraction of a year that this permit is in effect. Such report shall be submitted at least 30 days prior to each anniversary date that this permit is in effect and within at least 30 days following the termination or expiration of this permit.

16. No Unnecessary Damage. Permittee shall take reasonable precautions to protect, in place, all public land survey monuments, and private property corners. Permittee shall conduct all operations under this permit in a lawful, prudent, and good workmanlike manner, shall avoid unnecessary damage and injury to the surface or underlying estate, and shall not commit damage and wastage of other natural resources not covered by this permit.

17. Archaeological Reporting. It is hereby understood and agreed that all treasure trove and all articles of antiquity in or upon the Permitted Property are and shall remain the property of the State of Utah. Permittee shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Section 63-18-27, Utah Code Annotated (1953), as amended.

18. Indemnification. Permittee agrees to indemnify and hold Permitter harmless from and against any claim or cause of action, including payment of reasonable attorney's fees, for injury or damage to person or property in any way caused by or arising out of the activity upon the premises of Permittee, its servants, employees, agents, sub-permittees, assignees, or invitees, or by any other conduct or transactions of Permittee pursuant to this permit.

19. Insurance. Permittee, at its sole cost and expense, shall purchase and maintain during the entire term of this permit the following insurance, subject to the terms and conditions set forth below:

(A) Liability. Comprehensive bodily injury and property damage liability insurance against claims for bodily injury, death, or property damage, occurring in, on, or about the Permitted Property (including any injury, death, or property damage arising from a hazardous activity permitted under the Permit), such insurance to afford minimum protection during the entire term of not less than One Million Dollars ($1,000,000.00) in respect of bodily injury or death to any one person or in respect of any one accident, and of not less than One Million Dollars ($1,000,000.00) for property damage, the foregoing dollar amounts being subject to increase in the discretion of Permitter; and,

(B) Workers Compensation. Workers compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Permitter, Permittee, or the Permitted Property; and,

(C) Form and Endorsements. All insurance required by this permit and any additional insurance maintained by the Permittee with respect to the Permitted Property shall:

(i) Name the Permitter, its officers, employees, agents, representatives, directors and board of trustees as loss payee or additional insured as its interest may appear;

(ii) Be effected under valid and enforceable policies issued by insurers licensed to do business in the State of Utah with a Best's rating of A-VII or better or acceptable risk management arrangements;

(iii) Expressly waive any right of subrogation against the Permitter; and,

(iv) Have attached thereto:

(a) An endorsement that such policy shall not be canceled without at least thirty (30) days' prior written notice to the Permitter; and,

(b) An endorsement to the effect that no act or omission of Permittee shall invalidate the interest of Permitter therein.

(v) Provide that the insurance coverage for the State or Permitter is primary and not contributing; that other insurance of the State or Permitter is excess over the insurance required by this Permit; and, the amount of the insurance company's liability or coverage limits required by this Permit shall not be reduced by the existence of other State or Permitter insurance.

(D) Copy Required. Upon the commencement date, and thereafter not less than thirty (30) days prior to the expiration dates of the policies furnished pursuant to this Article, the Permittee shall deliver to the Permitter policy copies of certificates thereof, in the case of bodily injury and property damage liability insurance, bearing notations evidencing the payment of premiums or accompanied by other evidence of such payment.

(E) Insurance Claims. The Permitter shall have the right to participate in the adjustment of any insurance claim filed by the Permittee relating to any insurance required by this Permit to the extent necessary to protect the State and the Permitter's interests.

20. Default. In the event of a default or breach of Permittee, Permitter shall have available to it all legal remedies. Without limiting the foregoing, failure to pay the agreed rental or royalties for a period of one month from the time said fees are due or any breach of any term of condition of this permit by Permittee shall work a forfeiture of the permit, after 30 days notice by certified mail, return receipt requested, unless the deficiency or breach is corrected or remedied to the satisfaction of Permitter within said 30-day period. Forfeiture of the permit shall also work a forfeiture to the Trust of all fees, rentals, royalties and other payments made by the Permittee to the Permitter.

21. Relinquishment. Permittee may at any time apply to relinquish all right, title and interest in this permit by providing written notice in affidavit form to Permitter. Permitter may approve said relinquishment, subject to Permittee's obligation to perform reclamation of disturbed areas and to pay Permittee all outstanding rental and royalty payment obligations which may have accrued to the permit.

22. Notice. Any written notice to be served upon Permittee shall be deemed sufficient if deposited in the United States Mail, postage prepaid and certified or registered or if delivered by Federal Express or similar service, addressed to Permittee's address hereinabove first written, or at such other address as Permittee may designate in writing to Permitter.

23. Auditing. The Permitter has the right to audit Permittee's performance of the terms and conditions of this permit. Nevertheless, it is the continuing duty of the Permittee to faithfully perform all of the terms, conditions, and obligations of this permit, including, but not limited to, the duty to properly calculate and render to the Permitter any and all amounts due. Any term, condition, provision, or obligation subject to change or interpretation shall be deemed self-executing, and shall in no way shift or relieve the Permittee of its continuing duties and obligations.

24. Use of Surface Estate. If the surface estate in the Permitted Property is owned by the State of Utah the Permittee may use the surface reasonably incident to the purposes of the mineral commodity materials permit, subject to all reclamation and bonding requirements of the Permitter. If the surface estate in the Permitted Property is not owned by the State of Utah, and the State of Utah owns only a reserved mineral interest, the Permittee may use the surface reasonably incident to purposes of the mineral commodity materials permit only to the extent that such right is vested in the State of Utah through the reserved mineral interest. It is understood by Permittee that it is the sole obligation of the Permittee to advise the surface owner in advance of Permittee's activities upon the Permitted Property and to obtain such right of entry and use of the surface estate from the surface owner as may be necessary. Permittee agrees to comply with the provisions of title 53C-2-409 regarding use of surface land and liability for damage and shall hold the State of Utah and the Trust Lands Administration harmless from any legal actions or payments regarding damage to the surface estate arising from Permittee's activities upon the Permitted Property. Permittee shall promptly submit to the Trust Lands Administration a copy of any written consent or waiver of the surface owner or any agreement with the surface owner as to payment for damages to the surface.

IN WITNESS WHEREOF, the parties have executed this permit as of the date hereinabove first written.

Approved as to form:
Utah Attorney General
Mark L. Shurtleff

By: 6/27/05

Form Approved: April 1, 2005

Permitter: STATE OF UTAH
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

KEVIN S. CARTER, DIRECTOR

By: Thomas B. Faddies
THOMAS B. FADDIES,
ASSISTANT DIRECTOR/MINERALS

Permittee: Corey R Milne

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

On the 8th day of March, 2007, personally appeared before me Thomas B. Faddies who being by me duly sworn did say that he is the Assistant Director/Minerals of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 8th day of March 2007.

My Commission Expires: 5/25/2010

Alice K Kearney
Notary Public, residing at:

NOTARY PUBLIC
ALICE K. KEARNEY
675 E. 500 S., Suite 500
Salt Lake City, Utah 84102
My Commission Expires
May 25, 2010
STATE OF UTAH

STATE OF)
:
COUNTY OF)

On the ____ day of _____, 20___, personally appeared before me _____, signer of the above instrument, who duly acknowledged to me that _____ executed the same.

Given under my hand and seal this ____ day of _____, 20___.

My Commission Expires:

Notary Public, residing at:

STATE OF UTAH)
:
COUNTY OF)

On the 5th day of March, 2007, personally appeared before me Corey R. Milne, who being duly sworn did say that he is an officer of Great Salt Lake Minerals Corp. and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said CRM acknowledged to me that said corporation executed the same.

Given under my hand and seal this 5th day of March, 2007.

My Commission Expires: 1-28-07

Notary Public, residing at: Weber County, Utah

SHERRY ANN TOLMAN
NOTARY PUBLIC • STATE of UTAH
765 North 10500 West
Ogden, Utah 84404
COMM. EXP. 01-27-2008

EASEMENT

Easement No. 96
Fund: School

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of **$11,119.80** plus a $50.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay an administrative fee as provided by Division Rules R632-40-18 and R632-4-2(1), as amended or replaced, to the GRANTOR on or before **January 1, 1994**, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to **GREAT SALT LAKE MINERALS & CHEMICAL CORP., P.O. BOX 1190, OGDEN, UT 84402,** GRANTEE, the right to construct, operate, repair and maintain **100 foot wide road easement** on State lands described as follows:

Township 6 North, Range 9 West, SLB&M
Within Sections 21, 16, 17, 8, and 9:

The centerline of a 100' wide easement for an access road to access Great Salt Lake Minerals and Chemicals Corporation's solar pond dike and pumping station described as follows:

Beginning at a point N 3560.27 ft. and E 530.49 ft. from the SW corner of Section 21, T6N, R9W, SLB&M, said point being on the North shoulder of the Southern Pacific Transportation Co. railroad access road, thence N 17°13'38" W 1870 feet.; thence N 10°20'12" W 5420 ft.; thence N 7°25'32" E 360.2 ft.; thence N 28°26'52" E 409.2 ft.; thence N 48°14'36" E 311.6 ft.; thence N 50°00'31" E 407.3 ft.; thence N 3°02'49" E 329.5 ft.; thence N 51°48'21" E 421.0 ft.; thence N 36°00'04" E 325.5 ft.; thence N 22°40'08" E 345.8 ft.; thence N 6°22'52" W 226.0 ft., thence N 54°09'43" W 231.7 ft., thence N 28°01'35" W 204.8 ft.; thence N 15°26'08" E 298.2 ft.; thence N 5°13'41" W 448.0 ft.; thence N 13°36'16" E 297.1 ft.; thence N 17°51'15" E 225.9 ft.; thence N 29°18' W 100 ft. more or less to the GSL meanderline and the beginning of the proposed dike located in Section 9, T6N, R9W SLB&M.

The said easement passing through Sections 21, 16, 17, 8, and 9 T6N, R9W, containing 28 acres, more or less.

This description is based on a field survey by Great Salt Lake Basin Engineering, Inc. on April 30 and May 1, 1991.

COUNTY: **BOX ELDER** **ACRES:** **28.00**

TO HAVE AND TO HOLD for a term of 30 years subject to the following terms and conditions and any valid and existing rights or until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth. This easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said **road easement,** and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said **road easement,** so long as the easement shall remain in force and effect.

2. GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said **road.** In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.

3. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

4. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Division a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the LESSOR, in a penal sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

5. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the easement of GRANTEE, its servants, employees, agents, sublessees, assignees or invitees.

6. This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt

requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the (GRANTOR) to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to the GRANTEE at the last known address of GRANTEE appearing on the GRANTOR'S records.

8. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.

9. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

10. GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

11. GRANTEE shall surrender to GRANTOR said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

12. GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract

and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement.

13. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

14. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

15. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.

16. This lease is expressly subject and subordinate to the right of the State of Utah to manage and control sovereign lands, which are the beds of navigable bodies of water. GRANTEE hereby waives any and all claims of whatever nature which may arise directly or indirectly from activities to control, influence or manage the level of any waters over sovereign lands, including but not limited to all breaching, diking, pumping, diversion, upstream water development, flood control works, granting of rights-of-way, wildlife or recreation development or any other management activities or programs that the State deems appropriate. GRANTEE hereby acknowledges that the level of any waters over sovereign lands may fluctuate either naturally or due to management activities of the State of Utah, and GRANTEE covenants that its use of the leasehold will not limit or interfere with the State's activities or programs to control, influence or manage the level of any waters over sovereign lands, including but not limited to the control or management of the level of the same.

17. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.

18. GRANTEE agrees that no trees may be cut or removed from the easement except when the GRANTEE has applied for and received a small forest products permit or timber contract from the GRANTOR.

19. It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 63-18-27 Utah Code Annotated (1906) as amended.

20. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

21. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

22. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

23. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

GREAT SALT LAKE MINERALS & CHEMICAL CORP.
P.O. BOX 1190
OGDEN, UT 84402

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

24. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

IN WITNESS WHEREOF, the State of Utah, by and through the Board and Division of State Lands and Forestry, has caused these presents to be executed this 4th day of September, 1991, by the Director.

GRANTOR: STATE OF UTAH
Division of State Lands & Forestry
3 Triad Center, Suite 400
355 West North Temple
Salt Lake City, Utah 84180

By: _____
RICHARD J. MITCHELL, DIRECTOR

APPROVED AS TO FORM

BY: STEVEN F. ALDER
ATTORNEY GENERAL'S OFFICE

GRANTEE: **GREAT SALT LAKE MINERALS & CHEMICAL CORP.**
P.O. BOX 1190
OGDEN, UT 84402

By: _____
Vice Chairman

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 4th day of September, 1991, by Richard J. Mitchell, Director, Division of State Lands and Forestry.

_____
Notary Public, residing at: SLC, UT

My Commission Expires: 3-29-95

NOTARY PUBLIC
DIANE M. DURRANT
355 W. No. Temple, #400
Salt Lake City, UT 84180
My Commission Expires
March 29, 1995
STATE OF UTAH

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

The foregoing instrument was acknowledged before me this 4 day of September, 1991, by P. Behrens, Vice Chairman.

Notary Public, Salt Lake City, UT residing at:

NOTARY PUBLIC
KEVIN SCOTT CARTER
355 W. No. Temple, #400
Salt Lake City, UT 84180
My Commission Expires
April 16, 1994
STATE OF UTAH

My Commission Expires:

AMENDED
E A S E M E N T

Fund: School
Easement No. 143

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of $2,359.20 plus a $20.00 amendment fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay an administrative fee as provided by Division Rules R640-40-18 and R640-4-1, as amended or replaced, to the GRANTOR on or before January 1, 1995, and every third year thereafter, or within 10 days of notice from GRANTOR that payment and other good and valuable consideration is due, and **GREAT SALT LAKE MINERALS CORPORATION, PO Box 1190, Ogden, Utah,** GRANTEE, agree to amend the original legal description to include the following:

Township 6 North, Range 9 West, SLB&M
Sec. 21 and 28 (within as follows)

Beginning at a point on the Grantor's East property line also being on the East line of the SW4 of said Section 21, being 21.87 ft. North from the South quarter corner of said Section 21; running thence S 78°32'40" W 813.78 ft; th S 61°18'40" W 482.28 ft. to a centerline point on the Mt. Fuel gas line Easement No. 141 offset from the gas pipeline P.I. #19; th along the existing centerline of the Mountain Fuel Co.'s ESMT 141, N 89°21'33" W 661.01 ft.; th N 55°01'35" W 557.63 ft.; th N 12°42'40" W 729.21 ft.; more or less to Grantor North property line. Said easement contains 3.74 acres.

TOTAL ACRES: 21.68 **COUNTY: BOX ELDER**

Except as modified above, Easement No. 143, dated April 24, 1992, shall continue in full force and effect as written.

IN WITNESS WHEREOF, the State of Utah, by and through the Board and Division of State Lands and Forestry, has caused these presents to be executed this 20th day of October, 1992, by the Director.

GRANTOR: STATE OF UTAH
Division of State Lands & Forestry
3 Triad Center, Suite 400
355 West North Temple
Salt Lake City, Utah 84180

By: Richard J. Mitchell
Richard J. Mitchell, Director

41 copies

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 20th day of October, 1992, by Richard J. Mitchell, Director, Division of State Lands and Forestry.

My Commission Expires:
3/1/94

NOTARY PUBLIC
DENISE B. WARDLE
355 W. North Temple
Salt Lake City, UT 84100
My Commission Expires
Mar. 1, 1994
STATE OF UTAH

Denise B. Wardle
Notary Public, residing at: SLC, UT

GRANTEE: **Great Salt Lake Minerals Corporation**
PO Box 1190
Ogden, Utah 84158-0900

NOTARY PUBLIC
SANDRA MADSEN
765 North 10500 West
Ogden Utah 84401
My Commission Expires
March 1 1994
STATE OF UTAH

By: M J Reynolds VP Oper

STATE OF UTAH)
: ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 6 day of Oct, 1992, by Max J. Reynolds.

My Commission Expires:
3-1-94

Sandra Madsen
Notary Public, residing at: Weber Co Utt

APPROVED AS TO FORM

BY: Steven F. Alder
STEVEN F. ALDER
ATTORNEY GENERAL'S OFFICE

E A S E M E N T

Fund: School
Easement No. 143

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of Eleven Thousand, Four Hundred Six Dollars and Forty Six Cents ($11,406.46) plus a $50.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay an administrative fee as provided by Division Rules R640-40-1800 and R640-4-2(1), as amended or replaced, to the GRANTOR on or before January 1, 1995, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to GREAT SALT LAKE MINERALS CORPORATION, P.O. Box 1190, Ogden, UT 84402, GRANTEE, the right to construct, operate, repair and maintain a 3" water line on State lands described as follows:

Township 6 North, Range 9 West, SLB&M
Sections 4, 8, 9, 16, 17, 20, and 21 (within, as follows)

Beginning at a point North 2636.83 feet and East 262.65 feet from the Southwest Quarter Corner of said Section 21, said point being located on the Grantor's South property line running thence; North 11°10'41" East 1061.95 feet; thence North 17°11'30" West 1735.38 feet; thence North 10°19'15" West 4936.49 feet; thence North 22°39'45" West 508.80 feet; thence North 10°23'52" East 624.92 feet; thence North 45°08'01" East 1870.36 feet; thence North 02°37'24" West 1636.43 feet; thence North 37°49'41" East 585.53 feet; thence North 10°01'53" East 64.87 feet; thence North 02°02'51" West 47.31 feet; thence North 19°14'44" West 43.58 feet; thence North 29°53'07" West 2117.02 feet; thence North 27°16'11" West 451.24 feet. Said right of way contains 17.94 acres.

TO HAVE AND TO HOLD for a term of 30 years subject to the following terms and conditions and any valid and existing rights or until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth. This easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said water pipeline, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said water pipeline, so long as the easement shall remain in force and effect.

2. GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said water pipeline. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.

3. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

4. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Division a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

5. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the easement of GRANTEE, its servants, employees, agents, sublessees, assignees or invitees.

6. This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the (GRANTOR) to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to the GRANTEE at the last known address of GRANTEE appearing on the GRANTOR'S records.

8. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.

9. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

10. GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

11. GRANTEE shall surrender to GRANTOR said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

12. GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement.

13. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

14. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

15. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.

16. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.

17. GRANTEE agrees that no trees may be cut or removed from the easement except when the GRANTEE has applied for and received a small forest products permit or timber contract from the GRANTOR.

18. It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 63-18-27 Utah Code Annotated (1986) as amended.

19. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

20. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

21. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

22. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Great Salt Lake Minerals Corp.
P.O. Box 1190
Ogden, Utah 84402

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

23. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

IN WITNESS WHEREOF, the State of Utah, by and through the Board and Division of State Lands and Forestry, has caused these presents to be executed this 24th day of April, 1992, by the Director.

GRANTOR: STATE OF UTAH
Division of State Lands & Forestry
3 Triad Center, Suite 400
355 West North Temple
Salt Lake City, Utah 84180

By: Richard J. Mitchell
RICHARD J. MITCHELL, DIRECTOR

GRANTEE: GREAT SALT LAKE MINERALS CORP.
P.O. Box 1190
Ogden, UT 84402

By: M J Reynolds

APPROVED AS TO FORM
R. PAUL VAN DAMM
ATTORNEY GENERAL

BY: s/ Steven F. Alder

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 24th day of April, 1992, by Richard J. Mitchell, Director, Division of State Lands and Forestry.

NOTARY PUBLIC
DENISE B. WARDLE
355 W. North Temple
Salt Lake City, UT 84180
My Commission Expires
Mar. 1, 1994
STATE OF UTAH

Denise B Wardle
Notary Public, residing at: SLC

My Commission Expires: 3/1/94

STATE OF UTAH)
: ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 9th day of April, 1992, by M J Reynolds, Vice President, of Great Salt Lake Minerals Corporation.

NOTARY PUBLIC
R M MCNEELY
765 North 10600 West
Ogden, Utah 84401
My Commission Expires
March 1 1994
STATE OF UTAH

R M McNeely
Notary Public, residing at:
Ogden, Utah

My Commission Expires:
3-1-94

Inactive Leases and Easements

FFSL Land Lease System

Public Access

Click here to access **MAIN MENU**

LEASE DETAIL PAGE

Lease ID: ML 25859-SV **Lease Type:** Salt **Expiration Date:** **Due Date:** 1/1/2010
Application Date: 11/8/1968 **Approval Date:** 11/8/1968 **Reassessment Date:** 1/1/2008
Beginning Date: 1/1/1969 **Total Acres:** 10583.5 **$/Acres:** $1.00 **Collateral:** Y **Cancellation Date:**
Sov: Y **Term:** 0 **Bond:** N **Application Status:** LEASE
Billing Period: 0397 **Status:** PROD **Royalty - Protected Status:** Y **Loworg:** 9109 **Weed Amount:** $0.00
Audit:

County: (Box Elder)
Acres: (10583.5)
AUM:

LESSEE

Lessee ID: 3707 **Name:** **Company Name:** GREAT SALT LAKE MINERALS CORP
Affiliation:
Address: 765 NORTH 10500 WEST
City: OGDEN **State:** UT **Zip Code:** 84404

COMMENT

Date	Comment
1/1/1980	****HELD BY PRODUCTION SEE ML 19024****
4/24/1989	Collateral assn of 100% int to U.S. Title of Utah as Trustee for The Chase Manhatten Bank (N.A.) by Great Salt Lake Minerals & Chemicals Corp
11/25/1991	**Amendment of Collateral Assignment approved 4/24/89 to include consent to delete leases ML 24189, and ML 25384 due to cancellation, and adding ML 44607. Lessee and lessor acknowledge a dispute of rental and royalty amounts due and this amendment does**
7/6/1994	As mandated by HB 250 effective 7/1/94 two agencies will replace the Division of State Lands and Forestry This lease includes sovereign lands and will be administered by the Division of Sovereign Lands and Forestry Lease number will have an "SV" suf
7/22/1998	The Division received notice of a name change from Great Salt Lake Minerals Corporation to IMC Kalium Ogden Corporation.
9/23/1998	IMC Kalium has requested protected status for business records submitted to the Division under UCA 63-2-308 and UCA 65A-6-7. Under the provisions of these sections of the statute, the Division will release royalty payments, production data, product value, audit records, and lease applications only upon written permission from the company submitting the records to the Division. These records will be protected under business confidentiality. The Division will continue to release information on royalties paid and levels and value of production as long as such data aggregates more than one company's data. Company lease files containing lease agreements, correspondence, and similar

information is public information.

7/7/2008 Letter received on June 19, 2008 from Corey Milne at Great Salt Lake Minerals Corporation requesting an address change. The current address on file is PO Box 1190, Ogden, UT 84402. The new address is 765 N. 10500 W., Ogden, UT 84404. jw

1/21/2009 Received letter stating no changes to solar pond system during 2008, in accordance with the Article 3 of lease agreement. dg

LEGAL DESCRIPTION

#	Town	Ord.	Range	Ord.	Section	Bsmer	Description
1					0		BED OF GREAT SALT LAKE IN:
2	6	N	3	W	5	S	"
3	6	N	3	W	6	S	"
4	7	N	3	W	20	S	"
5	7	N	3	W	29	S	"
6	7	N	3	W	32	S	"
7	7	N	3	W	17	S	"
8	7	N	3	W	18	S	BED OF GREAT SALT LAKE IN:
9	7	N	3	W	19	S	"
10	7	N	3	W	30	S	"
11	7	N	3	W	31	S	"
12	7	N	4	W	13	S	"
13	7	N	4	W	14	S	"
14	7	N	4	W	15	S	"
15	7	N	4	W	16	S	BED OF GREAT SALT LAKE IN:
16	7	N	4	W	17	S	"
17	7	N	4	W	18	S	"
18	7	N	4	W	22	S	"
19	7	N	4	W	23	S	"
20	7	N	4	W	24	S	"

DNR FFSL Lease System - Windows Internet Explorer

http://utstnrcfusion.nr.state.ut.us/FFSL/show_lease.cfm?leaseid=ML%2024189%20%20%20%20

File Edit View Favorites Tools Help

LEASE DETAIL PAGE

Lease ID: ML 24189 **Lease Type:** Salt **Expiration Date:** **Due Date:**
Application Date: 4/6/1967 **Approval Date:** 4/6/1967 **Reassessment Date:**
Beginning Date: 1/1/1968 **Total Acres:** 16299.67 **$/Acres:** $1.00 **Collateral:** N **Cancellation Date:** 2/5/1990
Sov: Y **Term:** 0 **Bond:** N **Application Status:** CANCEL
Billing Period: 0397 **Status:** IND **Royalty - Protected Status:** U **Loworg:** 9109 **Weed Amount:** $0.00 **Audit:**

County: (Box Elder)
Acres: (16299.67)
AUM:

LESSEE

Lessee ID: 3707 **Name:** **Company Name:** GREAT SALT LAKE MINERALS CORP
Affiliation:
Address: 765 NORTH 10500 WEST
City: OGDEN **State:** UT **Zip Code:** 84404

COMMENT

Date	Comment

LEGAL DESCRIPTION

#	Town	Ord.	Range	Ord.	Section	Bamer	Description
1					0		BED OF THE GREAT SALT LAKE IN:
2	8	N	7	W	1	S	All
3	8	N	7	W	2	S	All
4	8	N	7	W	3	S	All
5	8	N	7	W	9	S	All

Done Internet 100%

APPENDIX 1

GREAT SALT LAKE MINERALS CORPORATION

LARGE MINE PERMIT M/057/02 CONSOLIDATION

Box Elder and Weber Counties, Utah

May 2009

North American Exploration, Inc.
447 North 300 West, Suite 3
Kaysville, Utah 84037
(801) 544-3421

June 1977

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
A SUBSIDIARY OF GULF RESOURCES & CHEMICAL CORPORATION
P. O. BOX 1190 O 765 NORTH 10500 WEST O OGDEN, UTAH 84402 TEL. (801) 731-3100 O TWX (910) 971-5910

June 13, 1977

Peter Behrens
President

State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
1588 West North Temple
Salt Lake City, Utah 84116

SUBJECT: Mining Reclamation Plan

Gentlemen:

Submitted herewith is the description of the mining operations at Great Salt Lake Minerals and Chemicals Corporation, west of Ogden, Utah, and the plan for property reclamation as required by the "1975 Mined Land Reclamation Act."

Documents included herewith are MR Form 2, Mining and Reclamation Phase, with supplementary sheets and Drawing No. 6-10-77, GSL Property Reclamation Plan.

Should additional information be required, please advise.

Sincerely,

P. Behrens
President

PB:KAG:dtg

Enclosures

REFERENCE: Drawing No. 6-10-77, GSL Property Reclamation Plan

MINING DESCRIPTION AND FACILITIES

A. The mining sequence consists of pumping brine from the North Arm of the Great Salt Lake and flowing the brine by gravity to the east side of Promontory mountains. The brines are then distributed through a series of solar evaporating ponds (refer to GSL Dwg. 6-10-77). As evaporation takes place, the NaCl (salt) and potassium, sodium and magnesium-containing salts are deposited. Excess, unused salts are dissolved with Bear River water and flushed back into the Great Salt Lake.

   At the end of the evaporation season, the ponds are drained and the products are harvested and fed to the production plant. The products are purified, dried, classified and stored, ready for shipment.

B. The solar pond complex consists of pumping stations, pipelines, flumes, timber bridges, canals and diked ponds to transfer and process brines. The pond area includes approximately 17,000 acres, with approximately 150 miles of dikes and roads. The dikes and roads were constructed on the existing Bear River Bay mud flats and were constructed with side borrowed materials and imported gravel materials. The layout of dikes and roads with typical cross-sections is shown on GSL Drawing 6-10-77.

   In the pond area, there was essentially no vegetation. Presently, the area around the pond system is covered with the Great Salt Lake waters, which does not permit growth of vegetation. Roads and dikes are maintained with borrowed materials from Promontory and Little Mountain borrow pits.

C. The existing terrain in the solar pond area was not disturbed, except for borrow ditches adjacent to dikes. The processing plant was constructed on the north end of Little Mountain. The area was leveled and graded for construction of buildings and conveying systems. Excess excavated materials were used for building dikes. The attached Drawing No. 6-10-77, shows the GSL solar pond layout and shows the properties either owned or leased by Great Salt Lake Minerals & Chemicals Corporation. The leased lands are leased from the Utah State Land Board.

PLAN FOR RECLAMATION

A. Solar Pond Complex

Reclamation of the ponding area is planned for two alternates:

Alt. #1 - Remove pumping equipment and structures. Leave earth dikes and roads. High water levels will wash and level dike materials out on existing terrain to restore to basic original condition.

Alt. #2 - Remove and salvage equipment. Return area back to the State of Utah for possible wild fowl refuge.

B. Plant Site Reclamation

Salvage and remove materials and equipment. Grade site area and dress borrow areas to an acceptable condition.

June 1977

MINING APPLICATION NO. _____

Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1588 West North Temple
Salt Lake City, Utah 84116

MINING AND RECLAMATION PLAN
(Other forms may be used in lieu of MR 2, provided they contain the same information)

1. Name of Applicant or Company Great Salt Lake Minerals & Chemicals Corp.

2. Proposed type of operation Potash production by solar ponding.

3. (a) Prior Land Use(s) None

   (b) Current Land Use(s) Potash plant facilities & solar ponds.

   (c) Possible or Prospective Future Land Use(s) None - or possible wild fowl refuge.

4. What vegetation exists on the land proposed to be affected _____

   No vegetation in solar pond area; rocky areas and sagebrush in plant site area.

   (a) Types and Estimated Percent cover or density: _____

5. What is the pH range of soil before mining? _____ pH

   Name of Person or Agency and method of determining pH _____

6. Site elevation above sea level 4196 to 4220

7. In case of coal, oil shale, and bituminous sandstone:

   Principal seam(s) and thickness(es) NA

8. Estimated duration of mining operations Duration of availability of raw materials - estimated 200 years

9. Has overburden, waste or rejected materials been classified as acid or alkali producing? ( ) Yes (X) No Not Applicable
   Does the above material being moved have any other characteristics affecting revegetation? _____

10. Will any underground workings or aquifers be encountered? ( ) Yes (X) No
    Describe _____

    Is there an active discharge of water from abandoned deep mines on or crossing the land affected? ( ) Yes (X) No If yes, describe the quality of water being discharged. _____

11. Describe specifically a detailed procedure for:
    (a) The mining sequence
    (b) The procedure for constructing and maintaining access roads, to include a typical cross-section and a profile of the proposed road grades.
    (c) The procedure for site preparation including removing trees and brush.
    (d) The method for removing and stockpiling topsoil or disturbed materials.
    (e) The method for the placement or containment of all disturbed materials, to include the method for handling of all acid or alkali-producing and toxic materials.
    (f) A procedure for final stabilization of disturbed materials.

(See attached Mining Description and Facilities)

GRADING AND REGRADING

Specifically describe: (See attached Plan for Reclamation)

(a) Typical cross-section of regrading.
(b) The method of spreading topsoil or upper horizon material on the regraded area and indicate the approximate thickness of the final surfacing material.
(c) What type of soil treatment will be utilized.
(d) The method of drainage control for the final regraded area.
(e) Maximum grading slope.

TESTING N/A

1. Describe method for testing stability of reclamation fill material.

_____

Describe method for the testing of soil that is intended to support vegetation

_____

2. Describe any soil treatment employed as an aid to revegetation _____

_____

3. Describe surface preparation of areas intended to support vegetation:

_____

_____

_____

REVEGETATION N/A

1. Revegetation to be completed by:

( ) Operator
( ) Soil Conservation District
( ) Private Contractor
( ) Other (specify) _____

( ) Hydroseeding
( ) Aerial Seeding
( ) Conventional or Rangeland Dril
( ) Broadcast and Drag
( ) Other _____

2. Will Mulch be used? ( ) Yes ( ) No N/A

Type: _____ Rate/Acre _____ lbs.

3. Revegetation Plan and Schedule - N/A

Species	Rate/ Acre	Planting Location	Facing N-S-E-W	Season to be replanted

4. Will affected area be subject to livestock or wildlife grazing? Approximately 1% of area possible for grazing.

( ) Yes ( ) No Will vegetation protection be needed? No.

5. Will irrigation be used: ( ) Yes (X) No Type _____

6. Describe maintenance procedures for revegetation if needed, until surety release is granted. N/A

STATE OF Utah

COUNTY OF Weber

I, Max J. Reynolds, having been duly sworn depose and attest that all of the representations contained in the foregoing application are true to the best of my knowledge; that I am authorized to complete and file this application on behalf of the Applicant and this application has been executed as required by law.

Signed: M J Reynolds

Taken, subscribed and sworn to before me the undersigned authority in my said county, this 13th day of June, 19 77.

Notary Public: Dorothy T. Hill

My Commission Expires: December 1979

PLEASE NOTE:

Section 40-8-13(2) of the Mined Land Reclamation Act provides as follows:

> "Information relating to the location, size, or nature of the deposit and marked confidential by the operator, shall be protected as confidential information by the Board and the Division and not be a matter of public record in the absence of a written release from the operator, or until the mining operation has been terminated as provided in subsection (2) of section 40-8-21."

Is confidential information contained herein?

YES MR (Initial)

NO _____ (Initial)

Sections desired to be maintained as confidential information - Missing

Dwg ATTACHED SK 61077

October 1977

MINING APPLICATION NO. ACT/057/002
Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1588 West North Temple
Salt Lake City, Utah 84116

NOTICE OF INTENTION TO COMMENCE MINING OPERATIONS
(See Rule M of General Rules and Regulations)

1. Name of Applicant or Company Great Salt Lake Minerals & Chemicals Corporatio
   Corporation (X) Partnership ( ) Individual ( )
2. Address P.O. Box 1190, Ogden, UT
   Permanent Temporary
3. Name and title of person representing company Peter Behrens, President
4. Address P.O. Box 1190, Ogden Office Phone 801-731-3100
5. Location of Operation Weber/Box Elder County Sec. ____ T. ____ R. ____
6. Name of Mine N/A
7. Mineral to be mined:
   ( ) Coal
   ( ) Copper
   ( ) Manganese
   ( ) Iron Ore
   ( ) Phosphate
   (X) Potash
   ( ) Fluorspar
   (X) Other (specify) Salt, sodium sulphate magnesium chloride
   ( ) Flagstone
   ( ) Gravel
   ( ) Shale
   ( ) Uranium
   ( ) Gilsonite
   ( ) Bituminous Sandstone
   ( ) Tungsten

   Mining method: solar evaporation

RECEIVED JUL 1 1977 DIVISION OF OIL, GAS, & MINING

8. Have you or any person, partnership or corporation associated with you received an approved Notice of Intention to Commence Mining Operations by the State of Utah for operations other than described herein?
   ( ) Yes (X) No
   If yes, list all approval numbers now under surety:

9. Owner/Owners of record of the surface area within the land to be affected:

State of Utah	Address		
GSLM&CC	Address	P.O.Box 1190, Ogden	
	Address		
	Address		

10. Owner/Owners of record of minerals to be mined:

State of Utah Address _____

_____ Address _____

_____ Address _____

_____ Address _____

11. Owner/Owners of record of all other minerals within any part of the land affected:

State of Utah Address _____

_____ Address _____

_____ Address _____

11a. Have the above owners been notified in writing?
(X) Yes ( ) No

12. Source of Operator's legal right to enter and conduct operations on land to be covered by the Notice See attached

13. Approximate acreage to be disturbed: See attached acres

Mining Operation Area: _____ acres +
(include operations, storage, & disposal area)

Access Road or Haulageway: _____ acres +

Drainage System: _____ acres =

Total Acres: _____ Acres

14. Give the names and post office addresses of every principal Executive, Officer Partner, (or person performing a similar function) of Applicant:

	Name:	Title:	Address:
a.	Max J. Reynolds	VP Operations	P.O. Box 1190, Ogden
b.	Grant H. Braun	VP Marketing	" " " "
c.	Duane B. Millard	VP Marketing	" " " "
d.	Per F. Langeland	Sec./Treasurer	" " " "

15. Has Applicant, any subsidiary or affiliate or any person, partnership, association, trust, or corporation controlled by or under common control with Applicant, or any person required to be identified by Item 14, ever had an approval of a Notice of Intention withdrawn or has surety relating thereto ever been forfeited? ( ) Yes (X) No

If yes; explain:

STATE OF Utah

COUNTY OF Weber

I, Peter Behrens, having been duly sworn depose and attest that all of the representations contained in the foregoing application are true to the best of my knowledge; that I am authorized to complete and file this application on behalf of the Applicant and this application has been executed as required by law.

Signed: P. Beh
President

Taken, subscribed and sworn to before me the undersigned authority in my said county, this 29th day of June, 19 77.

Notary Public Dorothy Drefs

My Commission Expires: October 1, 1977

ATTACHMENT I

Answer to question 12:

GSLM&CC holds the right to enter and conduct operations on the 89,000 acres it leases from the State of Utah through the following leases:

ML 25384
ML 25859
ML 19024
ML 19059
ML 21708
ML 22782
ML 23023
ML 24184
ML 24631
R-W 1073

The original rights from the State of Utah to these minerals were held by Dix R. Turnbow, N. G. Morgan, Sr., Virgil V. Peterson, and Morgan Peterson Enterprises, Inc. These rights were transferred to Lithium Corporation, a predessor of GSLM&CC through an agreement dated October 1, 1963. Based on that agreement the State of Utah entered into the above mineral leases.

ATTACHMENT II

Answer to question 13:

Leased from the state of Utah -	89,000 acres
Fee land -	4,000 acres
Covered with ponds -	17,000 acres
Plant site and other auxillary facilities -	1,000 acres

NOV 16 1981

WATER RIGHTS
1636 West North Temple, Rm 220
Salt Lake City, Utah 84116

Form 40

STATE OF UTAH

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RIGHTS

DEE C. HANSEN
STATE ENGINEER

EARL M. STAKER
DEPUTY

200 EMPIRE BUILDING
231 EAST 400 SOUTH
SALT LAKE CITY, UTAH 84111
(801) 533-6071

DIRECTING ENGINEERS
HAROLD D. DONALDSON
DONALD C. NORSETH
STANLEY GREEN
ROBERT L. MORGAN

November 13, 1981

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

Dear Applicant:

RE: Application No. 37031 (13-1109)

Your proof for the above application was received from your engineer Mr. John A. Bradshaw on February 20, 1981
It will be checked in the field by a representative of this office as part of routine processing. It will then be reviewed and returned to your engineer for any necessary corrections and signatures. The primary responsibility for its form and its accuracy lies with your engineer; however, you will receive copies of the letter or review and any other correspondence related to your proof.

Proofs are normally reviewed as groups from the various areas; therefore, they may be in our possession for several months before being checked and reviewed. During this time, no further action is required on the part of you or your engineer unless notified by this office.

Sincerely,

Joan Padley

PROOF DEPARTMENT

FORM 48

STATE OF UTAH

PROOF OF APPROPRIATION OF WATER

Do not fill out this blank until you have read carefully the instructions in the body and on the back hereof.

Application No. 37031 (13-1109)

1. Irrigation ☐ Domestic ☐ Stockwatering ☐ Municipal ☐ Power ☐ Mining ☒ Other Uses ☐.
2. The name of the appropriator is Great Salt Lake Minerals & Chemicals Corporation
3. The post-office address of the appropriator is P.O. Box 1190, Ogden, Utah 84402
4. The quantity of water appropriated is - second-feet or 17,792 acre-feet
5. The water is used each year for Flushing of Evaporation Ponds from Jan. 1 to Dec. 31
   other use period ..... from ..... to .....
   and stored each year (if stored) ..... from ..... to .....
   (MONTH/DAY) (MONTH/DAY)
6. The drainage area to which the direct source of supply belongs is: ..... (LEAVE BLANK)
7. The direct source of supply is† Bear River Bay (NAME OF STREAM OR OTHER SOURCE)
   which is tributary to ....., tributary to .....

†Note—When diverted from underground sources list as "underground water" and show the means by which it is diverted such as well, underground drain, or tunnel. If the water is to be taken from a stream, spring, spring area, or surface drain, so indicate, giving its name, and the stream channels to which it is tributary.

8. The point of diversion from stream, spring, spring area, drain, well (flowing or pump), tunnel, or (STRIKE WORDS NOT NEEDED)
   Bear River Bay is in Box Elder county, situated at a point*
   as follows: (See Paragraph 8 continued under General Remarks)

*NOTE—Locate the point at which water is first diverted from its source or channel with reference to the same tie corner used in the approved application. In case of storage on the natural channel, or diversion by means of dam, describe the point of intersection of stream bed with the center line of the impounding or diverting dam. If a spring area, describe the point at which water is collected and diverted therefrom, and under General Remarks give a description of closed traverse by metes and bounds of said area.

9. The diverting and carrying works consist of Pumps, pipes, flumes, weirs and canals. (Refer to Proof drawing)
10. If water is used for irrigation purposes, give legal subdivisions of land irrigated .....
    ..... Total area irrigated is ..... acres.
11. If water is used for power purposes, describe the type of power plant used .....
12. If water is used for mining purposes, give the name of the mine, the mining district, and the uses made of the water Great Salt Lake Minerals & Chemicals Corporation uses - flushing and dissolving salts from solar evaporation ponds.
13. If water is used for stockwatering purposes, give the number and kind of stock watered .....
14. If water is used for domestic purposes, give number of families served .....
15. If water is used for municipal purposes (a) give name of municipality ..... (b) If municipality serves areas outside of corporate limits, describe legal subdivision served and uses made of water .....
16. If water is used for other purposes, give a general description of such uses .....
17. Give place of use by legal subdivisions for all uses described in paragraphs 11 to 16 inclusive
    The water is conveyed and used on the following areas: T7N R3W, SLB&M Sections 17,18,19,20,29,30,31 and approx 1/2 of 32. (See para. 17 continued under General Remarks.)
18. The point where the water is returned to the natural channel, if returned, is situated at a point S. 5,700' and W. 27,060' from NE Cor. Sec. 24 T6N R4W SLB&M. (See para. 18 continued under General Remarks.)
19. The water is used suplementally to the following rights .....
20. Construction of works was commenced* June 1965, and completed Still expand 19.....
    *Date of first work subsequent to aproval of application.
21. Works were first used to convey water March, 1968
22. Water was measured by Layne & Bowler Pump Company (NAME OF HYDROGRAPHER) Date November, 1967
23. Water was measured by vessel, weir, reservoir capacity, or by‡ See Para. 23, continued. (STRIKE WORDS NOT NEEDED)

‡(Give sufficient data under "General Remarks" to enable State Engineer to check the water measurements. It is necessary that the results of a series of such measurements be given.)

GENERAL REMARKS

(See Instructions on page 4)

Paragraph 8 continued - (1) At point of diversion at pump station PS-2 location N 7,560' and W. 33,088' from the NE Cor. of Section 24, T6N, R4W, SLB&M, pump station consisting of two 30,000 gpm vertical lift pumps. (2) At a point of diversion at at pump station PS-3 location N. 26,250' and W. 15,532' from the NE Cor. of Section 24, T6N, R4W, SLB&M, pump station consisting of two 30,000 gpm vertical lift pumps. (3) Any point or points along the North Section lines of the following Sections - 17 & 18, T7N, R3W, Section 13 to 18 incl., T7N, R4W SLB&M.

Paragraph 17 continued - T7N, R4W, SLB&M - Sections 13, 14, 22 to 28 incl., 32 to 36 incl. T6N, R3W Section 6. T6N, R4W, SLB&M Sections 1 to 12 incl., and 15. T6N, R5W, SLB&M, Sections 10,11,W 1/2, 14,15,22, W 1/4, 23. The total present solar pond area consists of 16,759 acres, plus conveyance works and feed canals.

Paragraph 18 continued - The use of water as set forth in this proof of appropriation will consume only (estimated at less than 1%) water lost through evaporation, seepage and transpiration and 17,792 acre feet less amounts lost as above stated will be returned to the natural stream or source at points indicated heretofore.

Paragraph 23 continued - The water appropriated is 17,792 acre feet. The water used was pumped with vertical lift pumps at diversion points 1 and/or 2. Diversion point #1 referred to as pump station PS-2 and diversion point #2 referred to as pump station PS3. Each pump station has two 30,000 gpm vertical lift pumps. The pump design conditions for PS 2 are 30,000 gpm per pump with a TDH of 29'. Pump speed of 700 rpm with 350 HP electric motors. PS 3 design conditions are 30,000 gpm per pump with a TDH of 17'. Pump speeds of 600 rpm with 250 HP electric motors. The pumps were calibrated by Layne and Bowler Pump Company at the time of purchase. The test data record sheets are included herein. PS 2 pump No. D17174B. PS 3 pump No. D17175 A & B. Test data shows pumps at very close to design conditions. The pump performance curves for PS 2 and PS 3 are included herewith. The maximum water beneficially used is 17,792 acre feet, which was in 1973. The measurement was determined by running time logs of the pumps and converting this to acre feet, using the pump capacities at design flow conditions. Each pump is equipped with a clock that runs when the pump is running. Daily logs are kept showing the running time of each pump. Diversion and conveyance works. The water is diverted from the Bear River Bay by pumps at

Submission of proof attested by:

Applicant or his agent: M J Reynolds Date 2/20/81

Engineer: Date

P. O. Address of Engineer:

GENERAL REMARKS

(continued)

diversion points #1 and/or #2 and fed to the solar ponds requiring flushing water through canals. The water flows by gravity through the ponds dissolving the salts and is then returned to the Great Salt Lake at the Bear River Bay inlet to the Lake.

(Fill in blank spaces but do not sign until proof has been submitted to the State Engineer and accepted as sufficient.)

CERTIFICATE OF APPROPRIATOR

STATE OF UTAH)
COUNTY OF Weber) ss.

Max J. Reynolds being first duly sworn, certifies that he is the person, assignee, or Vice-President of Great Salt Lake Minerals & Chem. Corp. who made an application to appropriate water from Bear River in Box Elder County; that said application is filed in the State Engineer's office as No. 37031 (13-1109); that he, as appropriator, employed John Bradshaw, P.E. of Great Basin Engr. to compile information for the purpose of completion of proof of appropriation and that I or said ..... hereby accept and submit this written proof together with maps consisting of 1 sheets, No. 1 to ..... incl. and when combined with sheets No. ..... to ..... incl. on file as proof of appropriation under Application No. ..... together with sheets No. ..... to ..... consisting of ..... on file in the office of the State Engineer, that said facts and maps are herewith submitted, and that each and all items contained therein are true to the best of his knowledge and belief.

APPLICANT OR HIS AGENT

Vice-President, Operations
Great Salt Lake Minerals & Chem. Corp.

Subscribed and sworn to before me this ..... day of ....., 19.....
(Seal)

My commission expires ....., 19.....

NOTARY PUBLIC

CERTIFICATE OF PROOF ENGINEER

STATE OF UTAH)
COUNTY OF Weber) ss.

JOHN A. BRADSHAW being first duly sworn, certifies that he was employed to prepare proof of appropriation under Application No. 37031 (13-1109), that the accompanying tracings were prepared from field notes of a survey made by him between the 1st day of May, 19 65, and the 18th day of February, 19 81; that these tracings, when combined with sheets No. 1 to 1 incl. on file as proof under Application No. 37031 (13-1109) together with sheets No. ..... to ..... consisting of ..... on file in the office of the State Engineer; and when combined with the written proof fully describe the method and extent of beneficial use of the water and that each and all of the items contained herein are true to the best of his knowledge.

PROOF ENGINEER

Subscribed and sworn to before me this ..... day of ....., 19.....
(Seal)

My commission expires ....., 19.....

NOTARY PUBLIC

STATE ENGINEER'S ENDORSEMENTS

Dates

..... Application received in State Engineer's office; Approved .....
..... Proof of Appropriation due in State Engineer's office.
..... Written proof and maps received in State Engineer's office by .....
..... Written proof and maps returned for correction by .....
..... Corrected written proof and maps resubmitted, received by .....
..... Field checked by .....
..... Corrected written proof and maps examined and Certificate written by .....
..... Certificate of Appropriation issued (No. .....)
..... Maps profiles, and drawings are filed. .....

This written proof and the maps, profiles, and drawings pertaining thereto, are found to comply with the requirements of the Laws of Utah, and the same are hereby approved.

....., 19..... .....
State Engineer.

Proof of Appropriation
on Application No. .....

FORM 19

STATE OF UTAH
NATURAL RESOURCES & ENERGY
Water Rights

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Dee C. Hansen, State Engineer

West North Temple • Salt Lake City, UT 84116 • 801-533-6071

February 8, 1982

Great Salt Lake Minerals & Chemicals Corp.
c/o Max Reynolds
P.O. Box 1190
Ogden, Utah 84402

RE: Application No. 37031-a (13-3345)
See

Dear Applicant:

Request for extension of time in which to submit Proof of Appropriation or Proof of Change contemplated by the above-numbered application has been considered and the time for receiving Proof of Appropriation is hereby extended from March 8, 1981 to August 31, 1984 inclusive.

This extension is granted in accordance with the law which states: "The construction of the works and the application of water to beneficial use shall be diligently prosecuted to completion within the time fixed by the state engineer. Extensions of time ... may be granted by the state engineer on proper showing of diligence or reasonable cause for delay... In the consideration of an application to extend the time in which to place the water to beneficial use under an approved application, ... the State engineer shall deny such extension and declare the application lapsed, unless the applicant affirmatively shows that he has exercised or is exercising reasonable and due diligence in working toward completion of the appropriation."

I earnestly recommend that you complete your development and submit Proof of Appropriation at the earliest possible date.

Yours very truly,

Dee C. Hansen

Dee C. Hansen, P.E.
State Engineer

jl

EXTENSION GRANTED

Deputy State Engineer/Earl M. Staker Directing Engineers/Harold D. Donaldson • Donald C. Norseth
Stanley Green • Robert L. Morgan

an equal opportunity employer • please recycle paper

1-5-77

Form 110

APPLICATION TO SEGREGATE A WATER RIGHT
STATE OF UTAH

Segregation No. 37031a

12-3345

For the purpose of obtaining permission to segregate a water right, application is hereby made to the State Engineer, based upon the following showing of facts, and submitted in accordance with the requirements of the Laws of Utah:

1. The name of the applicant is Great Salt Lake Minerals & Chemicals Corporation
2. The Post Office address of the applicant is P. O. Box 1190, Ogden, UT 84402

THE WATER RIGHT DESCRIBED AS FOLLOWS IS OWNED BY APPLICANT:

3. The right was acquired by Application No. 37301 (13-1109) Change Application a-6542 (Give number of application)
4. The quantity of water which has or was to have been used is - second-feet or 67,000 acre-feet.
5. The water has been or was to have been used for and during periods as follows:
   Flushing of evaporation ponds from January 1, (Month) (Day) to December 31 (Month) (Day) incl.
   from (Month) (Day) to (Month) (Day) incl.
   and stored each year (if stored) from (Month) (Day) to (Month) (Day) incl.
6. The direct source of supply is Bear River Bay in Box Elder County. (well, spring, stream, drain, river; if other explain.)
7. The point or points of diversion as follows: (1) N.12,734 & W.31,060' and/or (2) N. 23,292' and W. 31,060 from NE Cor. of Section 24 T6N, R4W, SLB&M (3) NE Cor. of Section 17, (4) NE Cor. of Section 18, (See Paragraph 7 continued on attached sheet).
8. The water involved has been or was to have been used for the following:
   (See Paragraph 8 continued on attached sheet.)
   Total ..... acres.

NOTE. If used for irrigation, give legal subdivision of land and total acreage which has been or was to have been irrigated. If for other purposes, give nature, place, and extent of past or proposed use.

9. The point at which the water has been or was to have been returned to the stream channel is located as follows: (See Paragraph 9 continued on attached sheet.)

NOTE: To be filled in only in case all or part of the water is returned to the natural channel.

THE WATER RIGHT DESCRIBED ABOVE IS PROPOSED FOR SEGREGATION AS FOLLOWS:

10. The quantity of water to be segregated is - second-feet or 49,208 acre-feet and the use or uses being segregated is or are: Flushing of evaporation ponds used in extracting salts and minerals from the waters of the Great Salt Lake under Application No. 34020 and uses incidental thereto. (See Paragraph 10 continued on attached sheet.) Total ..... acres.

Further explanation The use and areas of use of the segregated right is the same as that remaining in the original application (Change A6542) because the areas are not yet fully developed for total beneficial use. Evaporation ponds have been constructed on only part of the area, and additional development on remaining areas is planned in the future also, with further (See Para. 10 Explanation Co

11. The quantity of water remaining in the original application after segregation will be ..... second-feet or 17,792 acre-feet, and the use or uses is or are: Same as Paragraph 10

..... Total ..... acres.

Further explanation: See explanation in Paragraph 10.

NOTE: If the use or uses described are by numbers of acres irrigated, stockwatering or domestic dwellings, they and the flow or acre-foot award to the right should be segregated proportionately. However, if the use or uses is, or are, of a nature such as industrial, cafe, motel, service station, or a complex of these, then each use must be defined and evaluated in flow or acre-feet needed before segregation.

If there is a disproportionate segregation of quantity or uses, the applicant must designate an acre-foot limitation or value for the total water right before segregation and for each use being segregated by this application.

If the uses to be herein segregated are presently indicated as being supplied water from other sources and the term supplemental is used on the application or right herein segregated, there must be designated an acre-foot evaluation to clarify the supplemental term, both on the application or right being segregated, and on the segregation application.

3/20/81

Applicant

Vice-President, Operations
GREAT SALT LAKE MINERALS & CHEMICALS CORP.

(Not to be filled in by Applicant)

STATE ENGINEER'S ENDORSEMENTS

1. 2-26-81 Application to Segregate rec'd (over counter) by mail in State Engineer Office by WS
2. ..... Priority of original Application.
3. 2-26-81 Fee for filing Application ~~$15.00~~ 22.50, rec'd by WS Rec. No. 09570
4. 3-6-81 Application microfilmed by ..... Roll 960-2 Indexed by SW
5. ..... Application platted by .....
6. ..... Application examined by .....
7. ..... Application returned ....., corrected by office .....
8. ..... Corrected Application resubmitted over counter / by mail to State Eng. Office.
9. 4/10/81 Application designated for (approval) / rejection by S.G.
10. 10/22/81 Application approved / ~~rejected~~ and returned to applicant.

This Application to Segregate is approved on the following conditions:

1. Proof of Appropriation shall be submitted to the State Engineer's Office by 3/8/81
2. 14-Year Period Ended March 3, 1981.

Dee C. Hansen, P.E. State Engineer

11. ..... Time for making Proof of Appropriation extended to .....
12. ..... Proof of Appropriation submitted.
13. ..... Certificate of Appropriation, No. ....., issued.

File
ACT/057/002
Route to Sue

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
A SUBSIDIARY OF GULF RESOURCES & CHEMICAL CORPORATION
P.O. BOX 1190 ○ 765 N. 10500 W. LITTLE MOUNTAIN ○ OGDEN, UTAH 84402 TEL. (801) 731-3100 ○ TWX (910) 971-5910

JIM

SEP 09 1982

MAX J. REYNOLDS
VICE PRESIDENT OPERATIONS

September 2, 1982

Mr. James W. Smith, Jr.
Coordinator of Mined Land Development
STATE OF UTAH
Natural Resources & Energy
4241 State Office Building
Salt Lake City, Utah 84144

RE: Permitting
Little Mountain Mine
ACT/057/002
Weber County, Utah

Dear Mr. Smith:

Please find attached GSL's written response concerning Mine Reclamation with all supporting documents.

I apologize for the delay as vacations have precluded getting together all of the supporting documents concerning agreements which have been exercised with the State agencies to date.

Sincerely,

MJ Reynolds

Max J. Reynolds

MJR:lk

Enclosures

RECEIVED
SEP 08 1982
DIVISION OF
OIL, GAS & MINING

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

A SUBSIDIARY OF GULF RESOURCES & CHEMICAL CORPORATION
P.O. BOX 1190 O 765 NORTH 10500 WEST O OGDEN, UTAH 84402 O TEL. (801) 731-3100 O TWX (910) 971-5910

MINE RECLAMATION PLAN

September 2, 1982

Description of GSL's facilities and operations

GSL operates a solar evaporation complex to extract minerals from the brines of the Great Salt Lake. The complex consists of a brine supply system, 19,500 acres pond and processing and support facilities.

The solar ponds are located on part of 89,000 acres of land leased from the State of Utah under mineral lease agreements numbers ML 19024, 19059, 21708, 22782, 23023, 24189, 24631, 25384, 25859.

A copy of a typical mineral lease agreement is attached.

The brine is pumped from the Great Salt Lake under water rights granted by the State of Utah.

The extraction of minerals from the brine on the leased lands is covered by a royalty agreement with the State of Utah (copy attached).

The term of the mineral lease is connected to the duration of the royalty agreement which last as long as minerals are produced and sold from the land and a minimum royalty is paid to the State.

The total minerals reserves in the Great Salt Lake are sufficient to provide raw material for GSL's facilities including planned expansion and existing other producers at the lake for about 200 years. An expansion of GSL's system to a total of 34,000 acres is planned and the necessary permits have been obtained from State and Federal agencies.

Presently the following products are produced and marketed:

Sulfate of Potash ---- K_2SO_4
Sodium Sulfate ---- Na_2SO_4
Sodium Chloride ---- $NaCl$
Magnesium Chloride --- $MgCl_2$

Future products from minerals extracted from the lake are possible and planned. All unused minerals in the pond system or in the plant affluent are returned to the lake as provided in the Royalty Agreement. Copies of all State permits for points of diversion and discharge of water and brines are attached.

The solar pond complex consists of pumping stations, pipelines, flumes, timber bridges, weirs, canals and pond dikes. The present 19,500 acre system includes approximately 155 miles of dikes, roads and 18 pump stations.

The brine is pumped from the North arm of the lake at the southwest corner of Promontory peninsula by PS No. 1 and transferred through a canal to ponds at the east side of Promontory. PS No. 2 lifts the brine into a flume on a bridge across the Bear River. The brine is then distributed through the system. As the brine flows from pond to pond water evaporates and minerals precipitate on pond floors. Through proper brine handling certain minerals accumulate in designated ponds and provide the raw material for the processing plants. The materials are harvested by special equipment and hauled to the plant site.

All structures are made of timber with the exception of buildings. The dikes are built from imported rock or gravel material in combination with locally borrowed soil.

Before construction of the dikes the pond area was a mud flat with essentially no vegetation. Depending on the level of the lake more or less of the area was inundated by the lake. The imported borrow material was excavated from borrow pits located on fee land at Little Mountain and Promontory. 95% of the area covered by ponds was not disturbed by the construction work. The minerals precipitated on the soil during evaporation do not disturb the soil and can be redissolved to expose the undisturbed pond floor. This is done routinely to dispose of the large volumes of salt precipitated on the ponds which cannot be sold economically.

The lease agreement with the State of Utah provides that in the case of cessation of operations lessee may remove all personal property, equipment, machinery, buildings and tools from the land.

The processing and support facilities are located on land owned by GSL. The land is part of an industrial park, developed by Southern Pacific. The area is zoned for heavy industry by Weber County.

GSL's property is served by Southern Pacific and Union Pacific Railroads, a county road, high tension electric power is provided by UP&L and natural gas by Mountain Fuel. Industrial water is transferred from Willard Bay reservoir by canal. The reservoir is operated by Weber Basin Water Conservancy District which also provides potable water to the industrial park. The park has created its own sewage district with treatment plant. GSL is at this time not using the sewer district.

Mine Reclamation

A. Brine supply and pond system

In case of termination of operations due to reasons other than flooding of the area by the lake, GSL will negotiate with State agencies to transfer the system to the State for wildlife management. The pond system is well suited for waterfowl management after all remaining salt deposits are redissolved and flushed back into the lake. Structures and equipment not suitable for these purposes will be removed from the land. All dikes and roads will remain in place.

If the area is not accepted as wildlife management area all structures and equipment will be removed. Dikes will be opened at certain ponds to allow flow and circulation of water to remove salt deposits. All dikes and roads will remain in place. Wave action over time will wash out and level dikes.

In case operations are terminated by flooding, all structures and equipment will be removed. Dikes and roads remain in place. Wave action will in turn wash out and level the dikes.

Complete removal of all dikes is technically very difficult, economically very expensive and will not make the area more useful for other purposes.

B. Plant Site

A consolidated area of 500 acres in an industrial park with all utilities servies and transportation connections installed will easily find a different use. No plans to return the area to original conditions have been made.

C. Borrow Pits

Borrow pits will be left in a non-dangerous condition. Equipment and structures will be removed. Gravel face will be sloped to 3:1. Rock faces will be shaped similar to natural rock outcroppings in the vicinity. Area will be contoured to prevent ponding of water. Topsoil was not detectable in amounts recoverable when the pits were opened. Reseeding will be done to attempt to reestablish vegetation growing in adjacent areas.

MINING APPLICATION NO. _____

Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1588 West North Temple
Salt Lake City, Utah 84116

MINING AND RECLAMATION PLAN
(Other forms may be used in lieu of MR 2, provided they contain the same information)

1. Name of Applicant or Company Great Salt Lake Minerals & Chemicals Corp.

2. Proposed type of operation Potash production by solar ponding.

3. (a) Prior Land Use(s) None

   (b) Current Land Use(s) Potash plant facilities & solar ponds.

   (c) Possible or Prospective Future Land Use(s) None - or possible wild fowl refuge.

4. What vegetation exists on the land proposed to be affected _____

   No vegetation in solar pond area; rocky areas and sagebrush in plant site area.

   (a) Types and Estimated Percent cover or density: _____

5. What is the pH range of soil before mining? _____ pH

   Name of Person or Agency and method of determining pH _____

6. Site elevation above sea level 4196 to 4220

7. In case of coal, oil shale, and bituminous sandstone:

   Principal seam(s) and thickness(es) NA

8. Estimated duration of mining operations Duration of availability of raw materials - estimated 200 years

9. Has overburden, waste or rejected materials been classified as acid or alkali producing? ( ) Yes (X) No Not Applicable
   Does the above material being moved have any other characteristics affecting revegetation? _____

10. Will any underground workings or aquifers be encountered? ( ) Yes (X) No
    Describe _____

    Is there an active discharge of water from abandoned deep mines on or crossing the land affected? ( ) Yes (X) No If yes, describe the quality of water being discharged. _____

11. Describe specifically a detailed procedure for:
    (a) The mining sequence
    (b) The procedure for constructing and maintaining access roads, to include a typical cross-section and a profile of the proposed road grades.
    (c) The procedure for site preparation including removing trees and brush.
    (d) The method for removing and stockpiling topsoil or disturbed materials.
    (e) The method for the placement or containment of all disturbed materials, to include the method for handling of all acid or alkali-producing and toxic materials.
    (f) A procedure for final stabilization of disturbed materials.

(See attached Mining Description and Facilities)

GRADING AND REGRADING

Specifically describe: (See attached Plan for Reclamation)

(a) Typical cross-section of regrading.
(b) The method of spreading topsoil or upper horizon material on the regraded area and indicate the approximate thickness of the final surfacing material.
(c) What type of soil treatment will be utilized.
(d) The method of drainage control for the final regraded area.
(e) Maximum grading slope.

TESTING N/A

1. Describe method for testing stability of reclamation fill material.

_____

Describe method for the testing of soil that is intended to support vegetation

_____

2. Describe any soil treatment employed as an aid to revegetation _____

_____

3. Describe surface preparation of areas intended to support vegetation:

_____

_____

_____

REVEGETATION N/A

1. Revegetation to be completed by:
    ( ) Operator
    ( ) Soil Conservation District
    ( ) Private Contractor
    ( ) Other (specify) _____

    ( ) Hydroseeding
    ( ) Aerial Seeding
    ( ) Conventional or Rangeland D
    ( ) Broadcast and Drag
    ( ) Other _____

2. Will Mulch be used? ( ) Yes ( ) No N/A

Type: _____ Rate/Acre _____ lbs.

3. Revegetation Plan and Schedule - N/A

Species	Rate/ Acre	Planting Location	Facing N-S-E-W	Season to be replanted

4. Will affected area be subject to livestock or wildlife grazing? Approximatel 1% of area possible for grazing.

( ) Yes ( ) No Will vegetation protection be needed? No.

5. Will irrigation be used: ( ) Yes (X) No Type _____

6. Describe maintenance procedures for revegetation if needed, until surety release is granted. N/A

STATE OF Utah

COUNTY OF Weber

I, Max J. Reynolds, having been duly sworn depose and attest that all of the representations contained in the foregoing application are true to the best of my knowledge; that I am authorized to complete and file this application on behalf of the Applicant and this application has been executed as required by law.

Signed: M J Reynolds

Taken, subscribed and sworn to before me the undersigned authority in my said county, this 13th day of June, 19 77.

Notary Public: [illegible]

My Commission Expires: December 1979

PLEASE NOTE:

Section 40-8-13(2) of the Mined Land Reclamation Act provides as follows:

> "Information relating to the location, size, or nature of the deposit and marked confidential by the operator, shall be protected as confidential information by the Board and the Division and not be a matter of public record in the absence of a written release from the operator, or until the mining operation has been terminated as provided in subsection (2) of section 40-8-21."

Is confidential information contained herein?

YES MR (Initial)

NO _____ (Initial)

Sections desired to be maintained as confidential information -

Dwg ATTACHED SK 61077

REFERENCE: Drawing No. 6-10-77, GSL Property Reclamation Plan

MINING DESCRIPTION AND FACILITIES

A. The mining sequence consists of pumping brine from the North Arm of the Great Salt Lake and flowing the brine by gravity to the east side of Promontory mountains. The brines are then distributed through a series of solar evaporating ponds (refer to GSL Dwg. 6-10-77). As evaporation takes place, the NaCl (salt) and potassium, sodium and magnesium-containing salts are deposited. Excess, unused salts are dissolved with Bear River water and flushed back into the Great Salt Lake.

   At the end of the evaporation season, the ponds are drained and the products are harvested and fed to the production plant. The products are purified, dried, classified and stored, ready for shipment.

B. The solar pond complex consists of pumping stations, pipelines, flumes, timber bridges, canals and diked ponds to transfer and process brines. The pond area includes approximately 17,000 acres, with approximately 150 miles of dikes and roads. The dikes and roads were constructed on the existing Bear River Bay mud flats and were constructed with side borrowed materials and imported gravel materials. The layout of dikes and roads with typical cross-sections is shown on GSL Drawing 6-10-77.

   In the pond area, there was essentially no vegetation. Presently, the area around the pond system is covered with the Great Salt Lake waters, which does not permit growth of vegetation. Roads and dikes are maintained with borrowed materials from Promontory and Little Mountain borrow pits.

C. The existing terrain in the solar pond area was not disturbed, except for borrow ditches adjacent to dikes. The processing plant was constructed on the north end of Little Mountain. The area was leveled and graded for construction of buildings and conveying systems. Excess excavated materials were used for building dikes. The attached Drawing No. 6-10-77, shows the GSL solar pond layout and shows the properties either owned or leased by Great Salt Lake Minerals & Chemicals Corporation. The leased lands are leased from the Utah State Land Board.

PLAN FOR RECLAMATION

A. Solar Pond Complex

Reclamation of the ponding area is planned for two alternates:

Alt. #1 - Remove pumping equipment and structures. Leave earth dikes and roads. High water levels will wash and level dike materials out on existing terrain to restore to basic original condition.

Alt. #2 - Remove and salvage equipment. Return area back to the State of Utah for possible wild fowl refuge.

B. Plant Site Reclamation

Salvage and remove materials and equipment. Grade site area and dress borrow areas to an acceptable condition.

STATE OF UTAH
NATURAL RESOURCES & ENERGY
Oil, Gas & Mining

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Cleon B. Feight, Division Director

4241 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

February 9, 1983

Mr. Max J. Reynolds
Vice President of Operations
Great Salt Lake Minerals and Chemicals Corporation
P.O. Box 1190
Odgen, Utah 84402

RE: Revegetation Recommendations
Little Mountain Mine
ACT/057/002
Weber County, Utah

Dear Mr. Reynolds:

During the Division staff's site visit on January 21, 1983, vegetative cover measurements were taken to determine surface cover of representative vegetative communities in the Little Mountain Borrow Area. These transects showed that vegetative cover averaged approximately 30% in this area. Therefore, the standard for revegetation success would be 21% (70% of the 30%) vegetative ground cover.

Based on the site visit, the following recommendations are made for revegetation of the borrow areas:

1. Recommended Seed Mix

Species Name [Common Name]	Seeding Rate [in pounds pure live seed (PLS) per acre]
Sporobolus Airoides (Alkali Sacaton)	1
Agropyron smithii (Western Wheatgrass)	4
Elymus cinereus (Basin wildrye)	4
Melilotus officinalis (Yellow sweetclover)	2

Board/Charles R. Henderson, Chairman • John L. Bell • E. Steele McIntyre • Edward T. Beck
Robert R. Norman • Margaret R. Bird • Herm Olsen

an equal opportunity employer • please recycle paper

Artemisia tridentata (Big Sagebrush)	1
	12 lbs. PLS/acre (drilled rate)

This list includes warm season and cool season grasses, bunchgrasses and sodformers, a nitrogen fixer, and species which are generally adapted to the dry, saline conditions present on the site.

2. Revegetation Techniques

After recontouring of the site and before seeding (particularly if seed is to be hand broadcast) the seedbed should be roughened up to aid in water infiltration and retention, and any fertilization amendments mixed into the soil. Soil samples from each of the two borrow areas should be sumbitted to a laboratory for analysis to determine if any soil physical and chemical conditions are present which may be detrimental or limiting to plant growth, and to determine what soil amendments may be needed to promote plant growth. Tests to be run include soil texture, pH, electrical conductivity (EC) Cation Exchange Capacity(CEC), SAR (Sodium Absorption Ratio), percent organic matter, available potassium and soluble calcium, magnesium and sodium (expressed as meq./100 g.).

Seeding should be done as soon as possible after seedbed preparation. Recommended seeding rate for the seed mix given above is 12 lbs PLS/acre if the seed is to be drill seeded or 18 lbs PLS/acre (1.5 times each species rate) if the seed will be hand broadcast. Hand broadcast seed should be turned into the soil through some kind of raking or mechanical means to enhance seed germination potential.

The best time of the year to seed is in late fall so that seeds can overwinter in the soil and take advantage of winter moisture. If seeding is done in spring or summer, supplemental irrigation may be necessary in order for seedlings to survive summer heat and dryness. If the seedbed is prepared in summer and seeding is not to be done until fall an annual cover crop (such as barley or rye) should be planted to aid in controlling soil erosion. This can be disced into the soil before seeding to add organic matter, or can be left standing to act as a sort of a mulch.

3. Monitoring

Progress of reclaimed areas should be monitored at least once a year. A

three year survival period is required before reclamation can be considered successful and any bond can be released. Percent survival of seeded species generally declines over time so yearly monitoring of vegetative cover can determine if the succes standard can potentially be met, or if additional seeding needs to be done. Funds for monitoring should be included in the surety estimate.

The above recommendations should be used to put together a specific reclamation plan for Great Salt Lake Minerals and Chemicals Corporation's borrow areas. This should be submitted along with the other material required to answer the Division's April 5, 1982 review letter.

If you have any further questions about a specific reclamation plan, or other items addressed in the April 5th letter, please don't hesitate to call me.

Sincerely,

Susan C. Linner

SUSAN C. LINNER
RECLAMATION BIOLOGIST

SCL/lm

cc: Tom Portle, DOGM

To Sue ✓
File ACT/057/002
JWS
3-7-83

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
A SUBSIDIARY OF GULF RESOURCES & CHEMICAL CORPORATION
P.O. BOX 1190 ○ 765 N. 10500 W. LITTLE MOUNTAIN ○ OGDEN, UTAH 84402 TEL. (801) 731-3100 ○ TWX (910) 971-5910

March 4, 1983

MAX J. REYNOLDS
VICE PRESIDENT OPERATIONS

Mr. James W. Smith, Jr.
Coordinator of Mined Land Development
State of Utah
Natural Resources & Energy
4241 State Office Building
Salt Lake City, UT 84194

Re: Permitting Little Mountain Mine
ACT/057/002
Weber County, Utah

Dear Mr. Smith:

Please find attached the additional information requested concerning Mine Reclamation with supporting documents not previously transmitted. There are two documents which will be forwarded next week as discussed with Susan Linner. These are the Salvage Bid and the Surety Contract which have not yet been received from the contractor and legal department. I expect them early next week.

We have attempted to answer, item by item, those questions raised in your letter of April 5.

If further discussions are required, please let us know.

Sincerely,

M J Reynolds

Max J. Reynolds

MJR:dh

Attachments

RECEIVED
MAR 07 1983
DIVISION OF
OIL, GAS & MINING

MINE RECLAMATION PLAN

I. Description of GSL's Facilities and Operations

GSL operates a solar evaporation complex to extract, via solar evaporation, minerals from the brines of the Great Salt Lake. The complex consists of a brine supply system, 19,500 acres of ponds and processing and support facilities.

The solar ponds are located on part of 89,000 acres of lands leased from the State of Utah under mineral lease agreements numbers ML 19024, 19059, 21708, 22782, 23023, 24189, 24631, 25384 and 25859. (A copy of one of these lease agreements was forwarded to you on September 2, 1982.)

The brine is pumped from the Great Salt Lake under water rights granted by the State of Utah. (Copies of all State permits for points of diversion and discharge of water and brines were forwarded to you on September 2, 1982.)

The extraction of minerals from the brine on the leased lands is covered by a royalty agreement with the State of Utah (Copy forwarded September 2, 1982). The terms of the mineral lease are connected to the duration of the royalty agreement which lasts as long as minerals are produced and sold from the land and a minimum royalty is paid to the State.

The total mineral reserves in the Great Salt Lake are sufficient to provide raw material for GSL's facilities including planned expansion and existing other producers at the lake for about 200 years. An expansion of GSL's system to a total of 34,000 acres is in process and the necessary permits have been obtained from State and Federal agencies through the US Army Corps of Engineers (copy attached).

Presently the following products are produced and marketed:

Sulfate of Potash	K_2SO_4
Sodium Sulfate	Na_2SO_4
Sodium Chloride	Na_2Cl_2
Magnesium Chloride	$MgCl_2$

Future products from minerals extracted from the lake are possible and planned. All unused minerals in the pond system or in the plant effluent are returned to the lake as provided in the Royalty Agreement.

The solar pond complex consists of pumping stations, pipelines, wood flumes, timber bridges, weirs, canals and pond dikes. The present 19,500 acre system includes approximately 155 miles of dikes, roads and 18 pump stations.

The brine is pumped from the north arm of the lake at the southwest corner of Promontory peninsula by pump station No. 1 and transferred through a flume and canal to ponds on the east side of Promontory. Pump station No. 2 lifts the brine into a flume on a bridge across the Bear River. The brine is then distributed through the evaporation system. As the brine flows from pond to pond, water evaporates and minerals precipitate on the pond floors. Through proper brine handling, selected minerals accumulate in designated ponds to provide the raw materials for the processing plants. The minerals are harvested by special equipment and trucked to the plant site for processing.

All structures are made of timber with the exception of buildings. The dikes are built from imported rock or gravel material in combination with locally borrowed clay soil.

Before construction of the dikes, the pond area was a mud flat with essentially no vegetation present. Depending on the level of the lake, more or less of the area was inundated by the lake. The imported borrow material was excavated from borrow pits located on fee land at Little Mountain and Promontory. Some 95 percent of the area covered by ponds was undisturbed during construction of the ponds. The minerals precipitated on the soil during evaporation do not disturb the soil and can be redissolved with water to expose the undisturbed pond floor. This is done routinely to dispose of the large volumes of salt precipitated in the ponds which cannot be sold economically as required under the lease agreement.

The lease agreement with the State of Utah provides that in the case of cessation of operations leasee may remove all personal property, equipment, machinery, buildings and tools from the land.

The processing and support facilities are located on land owned by GSL. The land is contiguous to Little Mountain Industrial Park, developed by Southern Pacific Railroad. The area is zoned M-3 for heavy industry by Weber County.

GSL's property is served by Southern Pacific and Union Pacific Railroads, a county road, two high tension power lines provided by UP&L, and natural gas by Mountain Fuel. Industrial water is transferred via canal from Willard Bay reservoir. The reservoir is operated by Weber Basin Water Conservancy District which also provides potable water to the industrial park. GSL presently gets its potable water from developed wells. The park has created its own sewage district with treatment plant. GSL is at this time not using the sewer district.

II. Mine Operations & Reclamation

The following additional information is submitted per agreement in our last meeting of January 21, 1983, which addresses those concerns by the "Rule number of the Act" not adequately covered with the information submitted on September 2, 1982.

Rule M-3 (1)

Drawing No. 100-11-5-088 submitted on September 2, shows the total pond configuration, dikes and flow structures.

A map of the plant site Drawings No. 820-01-5-008, 800-11-5-012, 800-06-5-009, 800-06-5-001, and 00-50-126, show all administrative, process and storage facilities. Sanitary treatment facilities are marked consisting of underground septic tanks and associated fields.

Drawing No. 800-11-5-019 shows the existing borrow pits with acreage so marked.

A copy of effluent quality, water quality information was forwarded to you on September 2, 1982. Except for the plant site, which is located on

on Little Mountain, all surrounding lands are inundated by ground water which is a function of lake level. All lands drain to the lake naturally.

Rule M-3 (2)

(b) Possible postmining land-uses:

Brine Supply and Pond System

In case of cessation of operations due to reasons other than flooding of t area by the lake, GSL will negotiate with State agencies to transfer the system to the State for wildlife management per the State Land Board stipu lation which states "Said lands being lands which the State Fish and Game Commission is authorized to use for creation, operation, maintenance, and management of bird refuges, sanctuaries, public shooting grounds, fishing waters and other recreational activities provided by Section 23-8-1 Utah Code Annotated, 1953." The pond system is well suited for waterfowl management after all remaining deposits are redissolved and flushed back into the lake.

Any and all structures and equipment not suitable for these purposes will be removed from the land. All dikes and roads will remain in place.

If the area is not accepted as a wildlife management area, all structures and equipment will be removed. Dikes will be breached at certain points in the pond system which will allow flow and circulation of water to remove salt deposits. All dikes and roads will remain in place and wave action over time will wash-out and level dikes.

In case operations are terminated by flooding, all structures and equipment will be removed. Dikes and roads will remain in place. Wave action will in turn wash-out and level the dikes.

Complete removal of all dikes is technically very difficult, uneconomical and will not make the area more useful for other purposes. This area is frequently inundated as the lake level fluctuates, therefore, little or no natural vegetation is present.

Plant Site

The 500 acre plant site and structures of GSL Corporation are considered a part of a zoned and regulated industrial park (see Weber County Industrial Development Corporation Resolution attached) and as such, are viable for continued use of and marketable. No plans to return the area to original conditions have been made.

Borrow Pits

Borrow pits will be left in a non-dangerous condition. All equipment and structures will be removed. Gravel face will be sloped to 3:1. Rock faces will be sloped to match similar natural rock outcroppings in the vicinity. Area will be contoured to prevent impoundment of water.

(e) Revegetation

Brine Supply and Pond System

No vegetation is required since the area is a salt and sand playa with little or no vegetation present. The frequent inundation of the area by rising lake level prohibits vegetation from growing.

Plant Site

Considered to be an industrial park with marketable continued use. No revegetation is planned.

Borrow Pits

Topsoil was not detectable in recoverable amounts when the pits were opened. Vegetation cover transects which were taken showed that vegetative cover averaged approximately 30 percent. After recontouring of the site, the area will be roughened and seeded with species which are generally adopted to the dry, saline conditions present on the site.

(f) Schedules

Brine Supply and Pond System

All work will be under way or completed within one (1) year following cessation of operations. Salvage contracts for structures will be let.

Plant Site

Continued use will be found for the industrial park facilities.

Borrow Pits

All reseeding efforts will be completed within one (1) year following termination of operation and monitored for success, succeeding years.

Rule M-10

(3) As discussed in Rule M-3(2)-b above, the Utah Division of Wildlife has the option to have said lands (all or part) transferred to their use. If they do not elect to do so, reclamation will follow as discussed above.

(4)(5) Postmining has been discussed above.

(7) Roads in and around the plant site are included in the industrial park. Borrow pit access roads will be assumed to be part of the borrow areas and treated as such.

(12) Recommendations for revegetation were done by Susan Linner following her visit to the site where transects were taken and a baseline established.

(14) Topsoil was not detectable in amounts recoverable when the pits were opened. No plans are made for importation of additional soil materials as discussed in Rule M-3(2)-e above.

Maintenance of the existing ponds system will require approximately 50,000 yards of borrow material annually. The existing borrow areas contain sufficient material to meet these requirements. Additional materials could come from privately owned borrow pits in the immediate area as required but is not anticipated.

DIVISION OF OIL, GAS, AND MINING

SURETY ESTIMATE

OPERATOR:
MINE NAME: Great Salt Lake Minerals & Chemicals Corporation
LOCATION: 765 North 10500 West, Ogden, Utah
COUNTY: Weber
DATE: March 4, 1983

	Operation	Amount	Rate	Cost
A.	CLEAN-UP - Ponds & Brine Supply	Salvage Contract	See Bid Sheet (Attached)	$125,000
	1. Removal of structures & equipment.			
	2. Removal of trash & debris.			
	3. Breaching of ancillary facilities pads and dike roads.	40 Cat hours	$65/hour	2,600
B.	REGRADING & RECONTOURING - Borrow Pit Areas			
	1. Earthwork including haulage and grading of spoils, waste and overburden.	N/A	-	-
	2. Recontouring of highwalls and excavations.	40 Cat hours	$65/hour	2,600
	3. Spreading of soil or surficial materials.	N/A	-	-
C.	STABILIZATION			
	1. Soil preparation, scarification, fertilization, etc.	20 Cat hours	$65/hour	1,300
	2. Seeding or planting.	2 Man days	$100/day	200
	3. Construction of terraces, water-bars, etc.	N/A	-	-
D.	LABOR			
	1. Supervision.	Included in the above figures		
	2. Labor exclusive of bulldozer time.			
E.	SAFETY			
	1. Erection of fences, portal coverings, etc.	N/A	-	-
	2. Removal or neutralization of explosive or hazardous materials.	N/A	-	-
F.	MONITORING			
	1. Continuing or periodic monitoring, sampling & testing deemed necessary.	3 year monitoring	$200/year	600
G.	OTHER			

Mine: _____

Company: _____

_____

File No: _____

Representative: _____

_____

Address: _____

_____

_____

Division of Oil, gas and Mining
1588 West North Temple
Salt Lake City, Utah 84116

Re: Commitment to Rule M-10

Gentlemen:

I hereby commit the applicant to comply with Rule M-10, "Reclamation standards" in its entirety, as adopted by the Board of Oil, Gas, and Mining on March 22, 1978.

The applicant will achieve the reclamation standards for the following categories as outlined from Rule M-10 on all areas of land affected by this mine, unless a variance is granted in writing by the Division.

Rule	Category of Commitment
M-10(1)	Land Use
M-10(2)	Public Safety and Welfare
M-10(3)	Impoundments
M-10(4)	Slopes
M-10(5)	Highwalls
M-10(6)	Toxic Materials
M-10(7)	Roads and Pads
M-10(8)	Drainages
M-10(9)	Structures and Equipment
M-10(10)	Shafts and Portals
M-10(11)	Sediment Control
M-10(12)	Revegetation
M-10(13)	Dams
M-10(14)	Soils

I believe a variance is justified on a site-specific basis for the following subsections of Rule M-10 for reclamation on this mine and have enclosed as an attachment to this letter a narrative statement setting forth a description of the extent of the variance request and factual reasons for said variance request.

Rule	Category of Variance Request See (Narrative Attached)
M-10(1)	Plant Site as Industrial Park
M-10(3)	Utah Wildlife Agreement - Impoundments
M-10(4)	Soils - No Importation - Sparse Vegetation

STATE OF Utah

COUNTY OF Weber

I, Max J. Reynolds, having been duly sworn depose and attest that all of the representations contained in the foregoing application are true to the best of my knowledge; that I am authorized to complete and file this application on behalf of the Applicant and this application has been executed as required by law.

Signed: Max J. Reynolds 3/4/83

Taken, subscribed and sworn to before me the undersigned authority in my said county, this 4th day of March, 19 83.

Notary Public:

Debra K. Thomas

My Commission Expires: 5-29-83

VARIANCE REQUEST NARRATIVE

Rule M-10(1)

The 500 acre plant site and structures are considered a part of a zoned and regulated industrial park. This facility contains its own cogeneration power plant facility backed up by two high power transmission lines from UP&L. It is served by both the Southern Pacific and Union Pacific railroads. All utilities including potable water, sanitary services, natural gas and process water are available. Therefore, the facility is very marketable and viable for continued use.

A copy of a "Resolution" from the Weber County Industrial Development Corporation supporting these facts is attached for your review.

Rule M-10(2)

The lease agreement with the State of Utah includes the following State Land Board stipulation:

> "Said lands being lands which the State Fish and Game Commission is authorized to use for creation, operation, maintenance and management of bird refuges, sanctuaries, public shooting grounds, fishing waters and other recreational activities provided by Section 23-8-1 Utah Code Annotated, 1953."

These lands are contiguous to the Willard Bay and Harold Crane bird refuges and are readily adaptable to similar use once the salts are dissolved from the floors.

The pond expansion permitting includes flow control structures at the Bear River crossing which will be utilized to control water levels in the bay area for waterfowl during low lake levels. Access to these structures will only be accessible via the existing roads.

Several agencies find frequent use of the access roads across Bear River to Promontory Point. These agencies include the Utah Wildlife Resources Division, U.S.G.S., Hill Field Rescue/Recovery Services, and other geological institutions. The only other access to the Promontory areas is travel north through Tremonton some 76 additional miles.

Rule M-10(4)

Topsoil was not detectable in amounts recoverable when the borrow pits were opened. Only sparse vegetation exists in the surrounding area which are adapted to the dry, saline conditions which exist at these sites.

Recontouring of the site and seeding should be sufficient to restore these areas to match the sparsely vegetated areas surrounding the pits as evidenced by the natural revegetation occurring in several areas of the pits which have not been worked for the past couple of years. No importation of soils, which are not available anyway in the area, is required.

STATE OF UTAH
NATURAL RESOURCES & ENERGY
Oil, Gas & Mining

4241 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Cleon B. Feight, Division Director

MEMORANDUM
****

TO: The Board of Oil, Gas and Mining

FROM: Susan C. Linner, Reclamation Biologist SCL

SUBJECT: Tentative Approval
Great Salt Lake Minerals and Chemicals Corporation
Little Mountain Mine
ACT/057/002
Weber County, Utah

DATE: March 15, 1983

The Division of Oil, Gas and Mining Staff have reviewed the Mining and Reclamatin Plan (MRP) submitted by Great Salt Lake Minerals and Chemicals Corporation for their Little Mountain Mine. At this time the staff still has minor concerns with testing of soil material to be used as a revegetation seedbed in the borrow areas and with determination of a specific revegetation plan for these areas; however it is not felt that these points should hold up the granting of tentative approval and the publication of the mine plan. Final approval will not be granted until these areas have been addressed to the staff's satisfaction and surety is in place. It is therefore recommended that tentative approval be given for Great Salt Lake Minerals and Chemicals Company's operation and for the form of surety.

SL/lm

Attachments

Board/Charles R. Henderson, Chairman • John L. Bell • E. Steele McIntyre • Edward T. Beck
Robert R. Norman • Margaret R. Bird • Herm Olsen

an equal opportunity employer • please recycle paper

EXECUTIVE SUMMARY

****

Great Salt Lake Minerals & Chemicals Corporation
Little Mountain Mine
ACT/057/002, Weber County, Utah
Township 6 & 7 North, Range 4, 5, & 6 West
all sections out from the meander line

Background Information:

Great Salt Lake Minerals and Chemicals Corporation (GSLM), a subsidiary of Gulf Resources and Chemical Corporation, operates a complex to extract, via solar evaporation, minerals from the brines of the Great Salt Lake. The complex consists of a brine supply system, 19,500 acres of ponds and processing and support facilities. The ponds are located on part of 89,000 acres of lands leased from the State of Utah under 9 mineral leases.

The operation has been in progress since 1967 and has recently undergone an expansion in solar evaporation pond area. A total of 34,000 acres of solar ponds will eventually be developed. Life of the mine is projected at 200+ years. The major products produced at this time are Sulfate of Potash, Sodium Sulfate, Sodium Chloride, and Magnesium Chloride.

Location:

The operation is located west of Ogden, Utah, on the eastern shore of Bear River Bay with the ponds extending across Bear River Bay to Promontory Point (see attached map). The legal description of the area is as follows: Townships 6 & 7 North, Range 4, 5, and 6 West, all section out from the meander line.

Soils:

The ponds themselves are built into mud flats along the Great Salt Lake or into the floor of the lake itself. Locally borrowed clay soils are used to make the dikes. No topsoil is available for reclamation and the applicant has proposed to use the soils available in the borrow areas for revegetation of those areas.

Hydrology:

There are no streams or watercourses within the project area. Since most of the site is level with or only slightly elevated above the lake level, rainfall or runoff drains to the lake, or stands in other low spots.

Vegetation:

The area of the ponds is made up of mudflats or lake bottom with virtually no existing vegetation. The operational facilities on Little Mountain are surrounded by a vegetative community comprised of Rubber Rabbitbrush, Alkali Sacaton, Big Sagebrush, and Snakeweed, with scattered clumps of saltgrass. Vegetative cover averages approximately 30 percent. There are no known endangered species in the area.

Structures and Facilities:

The solar pond complex consists of pumping stations, pipelines, wood flumes, timber bridges, weirs, canals, and pond dikes. Processing and suport facilities are located on lands owned by GSLM, adjacent to Little Mountain Industrial Park.

GLSM's property is served by Southern Pacific and Union Pacific railroads, a county road, 2 UP&L power lines, and natural gas from Mountain Fuels. Potable water comes from developed wells on-site. A sewage leachfield is also present on-site.

Mining and Reclamation Plan:

During Operations:

1. Great Salt Lake Minerals and Chemicals Corporation (GSLM) pumps brine from the north arm of the Great Salt Lake at the southwest corner of Promontory Peninsula through a system of existing solar evaporation ponds. As the brines flow through the pond system, water evaporates and minerals precipitate on pond floors.

2. After the evaporation process is finished, minerals are harvested and trucked to GSLM's plant site on Little Mountain for processing.

3. Borrow material is excavated from borrow pits located on fee land at Little Mountain and Promontory.

4. All unused minerals in the pond system or in the plant effluent are returned to the lake.

5. GSLM leases 89,000 acres of lands from the State of Utah. Currently, ponds cover 19,500 acres, with an expansion to 34,000 acres in progress and already permitted by various state and federal agencies through the Army Corps of Engineers. Projected mine life is 200 years.

After Operations:

1. After cessation of operations, GSLM will negotiate a transfer of the pond system to the State of Utah for wildlife management, as per requirements of state leases. Any structures and equipment not suitable for these purposes will be removed. Roads and dikes will remain in place.

2. If the area is not accepted for wildlife management, all structures and equipment will be removed. Dikes will be breached to allow water to circulate and clean out the ponds. Wave action will wash out and level dikes and roads over time.

3. The 500 acre plant site and structures on Little Mountain are part of a zoned and regulated industrial park and are marketable as such for continued use. The area will not be returned to its original conditions.

4. Borrow pits will be recontoured to match the surrounding areas and to provide for drainage of water. The area will then be roughened and seeded with species which are adapted to the site, as approved by the Division of Oil, Gas and Mining. No topsoil will be available for reclamation and the soil may need to be amended to support plant growth.

Surety:

The applicant has indicated a preference for a Reclamation Contract, similar to the one recently negotiated with Atlas Minerals Corporation. A dollar amount of the contract has not yet been determined.

SL/lm

STATE OF UTAH
NATURAL RESOURCES & ENERGY
Oil, Gas & Mining

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Cleon B. Feight, Division Director

41 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

March 29, 1983

Mr. Peter Behrens, President
Great Salt Lake Minerals & Chemicals Corp.
P.O. Box 1190
Odgen, Utah

RE: Tentative Approval
Little Mountain Mine
ACT/057/002
Weber County, Utah

Dear Mr. Behrens:

On March 24, 1983 the Board of Oil, Gas and Mining concurred with the Division's decision to issue tentative approval to the Little Mountain Mine. A required 30 day comment period to solicit public comment will commence upon publication of an abbreviated version of the Mining and Reclamation Plan.

Final approval for the mine plan will be issued when the following conditions have been satisfied:

1. No adverse comments to the project are received during the 30 day public comment period.

2. Reclamation surety, as approved by the Board of Oil, Gas and Mining, has been posted. (Board approval of the form and amount of surety will be considered during the April hearing.)

3. Great Salt Lake Minerals & Chemicals Company (GSLM) has accepted in writing, the following stipulations:

   a. Since GSLM has not specifically committed to sampling of soils from the borrow areas, GSLM should adopt the recommendations made in the Division's February 9, 1983 letter for soil sampling, with additional analysis done for nitrogen, phosphorus and potassium. Any proposed changes in the sampling scheme must be submitted to the Division for approval at least 60 days prior to any reclamation occurring.

   If the other two borrow areas, which are not currently being used are anticipated to be disturbed, soil analysis as described above will be done prior to reclamation of these areas.

Board/Charles R. Henderson, Chairman • John L. Bell • E. Steele McIntyre • Edward T. Beck
Robert R. Norman • Margaret R. Bird • Herm Olsen

an equal opportunity employer • please recycle paper

b. Likewise, GSLM has not submitted a complete revegetation plan. The recommended seed mix, revegetation techniques and monitoring plan as detailed in the February 9, 1983 letter should become GSLM's reclamation plan for the time being. Any changes proposed for reclamation of a disturbed area must be submitted to the Division for approval at least 60 days prior to commencement of revegetation activities.

4. GSLM should revise the MR Form 8 submmitted on March 4, 1983 (a replacement is enclosed). This currently indicates a request for a variance from Rule M-10(4) Slopes, when the actual request should be for a variance from Rule M-10(14) Topsoil.

If you should have further questions about the above conditions or the permitting process in general, please call me or Susan Linner of my staff. Your cooperation has been appreciated.

Sincerely,

JAMES W. SMITH, JR.
COORDINATOR
MINED LAND DEVELOPMENT

JWS/SL:lm

Enclosure

cc: Donald G. Prince, State Lands & Forestry

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
A SUBSIDIARY OF GULF RESOURCES & CHEMICAL CORPORATION
P.O. BOX 1190 O 765 NORTH 10500 WEST O OGDEN, UTAH 84402 O TEL. (801) 731-3100 O TWX (910) 971-5910

File
~~ACT/05/002~~
Copy to Tom P.

April 14, 1983

Mr. Landlorn
USU Soils Lab
UMC 48
Utah State University
Logan, UT 84322

Dear Mr. Landlorn:

Per our conversation last week I am sending fourteen soil samples to you via UPS. These samples are to be used to determine how to replant two gravel pits now in use at Great Salt Lake Minerals & Chemicals Corporation. Attached with this letter is a copy of a letter received from Susan Linner, a Reclamation Biologist with the Utah State Department of Natural Resources. Her recommended analysis for the samples are:

Soil Texture
pH
Electrical Conductivity (EC)
Cation Exchange Capacity (CEC)
Sodium Absorption Ratio (SAR)
Percent Organic Matter
Available Potassium
Soluble Calcium
Magnesium
Sodium

To this, perhaps we should add:

Total Nitrogen
Phosphorous
Potassium

A purchase order will be issued by Mike Gale, our Purchasing Agent, to cover the cost of the analysis. The purchase order should read that the analysis should not exceed $500.00. If there is any problem with that, let me know.

The samples were screened at ten mesh on site. The percent +10 mesh on the samples is as follows:

Sample		% +10 Mesh
Little Mountain	A	58.3
	B	60.7
	C	53.9
	D	78.6
Promontory	A	66.8
	B	71.4
	C	65.4
	D	55.6
	E	69.9
	F	52.6
	G	55.9
	H	72.9
	I	27.1
	J	63.9

Our experience here at Great Salt Lake Minerals & Chemicals Corporation at this type of reclamation is limited. Any suggestions you may have would be appreciated.

Sincerely,

Larry Sower

Larry Sower

UTAH STATE UNIVERSITY · LOGAN, UTAH 84322

SOIL, PLANT and WATER
ANALYSIS LABORATORY
UMC 48

Great Salt Lake Minerals & Chemical Corporation
ATTN: Larry Sower
P.O. Box 1190
765 North 10500 West
Ogden, Utah 84402

*Ident.	hydrometer (%) Sand	Silt	Clay	Texture*	mmhos/cm ECe	H_2O-Sol. meq/100g CEC	Ca	Mg	Na	SAR	% Organic Matter	SP*	% Total Nitrogen	ppm $NaHCO_3$ P	K	pH
LM A	65	25	10	SL	2.4	4.6	.07	.11	.21	4.9	.38	22	.01	4.0	325	8.1
B	58	30	12	SL	1.7	7.4	.07	.05	.20	4.9	.38	26	.02	4.8	337	8.0
C	48	40	12	L	2.8	7.6	.15	.10	.51	8.3	.14	31	.02	3.1	201	7.7
D	58	34	13	SL	3.2	12.1	.37	.27	.48	4.4	.14	36	.02	2.9	139	7.9
PROM A	38	2	22	L	.4	16.6	.08	.01	.03	.7	2.10	41	.10	5.1	176	7.9
B	52	48	14	SL	.6	15.1	.04	.03	.08	2.5	.34	29	.01	.9	107	8.2
C	96	2	2	S	.3	1.0	.02	.01	.03	1.4	.07	20	.01	.4	17	8.5
D	21	5	31	CL	.4	13.3	.06	.05	.08	1.4	.31	58	.01	1.1	152	8.2
E	66	56	13	SL	.8	7.1	.08	.04	.05	1.4	.55	24	.03	2.8	97	8.1
F	90	25	5	S	.6	3.6	.04	.02	.06	2.3	.36	22	.02	.5	27	8.4
G	16	11	28	SiCL	3.1	10.8	.10	.06	1.49	22.0	.38	55	.03	2.6	390	8.6
H	62	8	13	SL	2.6	6.7	.23	.14	.18	2.6	1.43	27	.04	9.6	171	7.9
I	82	11	7	LS	.3	3.5	.02	.01	.04	1.5	.19	29	.02	1.1	60	8.4
J	85	8	7	LS	.3	3.4	.04	.01	.02	.7	.38	22	.01	3.6	54	8.4

*LM=Little Mountain, PROM=Promontory
*SP=Saturation Percentage

USU Log #'s 83-782-795 / received on 4/19/83.

*Texture -
SL = Sandy Loam
L = Loam
CL = Clay Loam
S = Sand
SiCL = Silty Clay Loam
LS = Loamy Sand

R E Lamborn

COMMENTS AND RECOMMENDATIONS:

pH is acceptable for all but PROM G. The high SAR confirms a probable sodium problem (poor infiltration rate, etc.).

Texture: The sands, loamy sands and some sandy loams will have poor water - holding capacity, and soluble N will leach out easily. Plant drought - resistant varieties.

ECe (soluble salts): Watch for possible salt problems in those testing higher than 1.5 mmhos/cm. Sampling depth and time since latest precipitation (and amount of it) affect test values too much to be more specific on this.

Organic Matter: All but PROM A and PROM H are very low. Anticipate erosion on slopes.

Nutrients

Nitrogen: Total N has no value in predicting N supply to plants. Assume there is no N in the soil. Apply enough to feed the crop (35-50 lbs N per acre without irrigation).

Phosphorus:

Soil Test P	Apply (lbs P_2O_5/ acre)
9.6	0
4.0-5.1	50
2.6-3.6	60
.4-1.1	75

(These are minimum amounts; you may want to double these to get maximum benefit from application costs.)

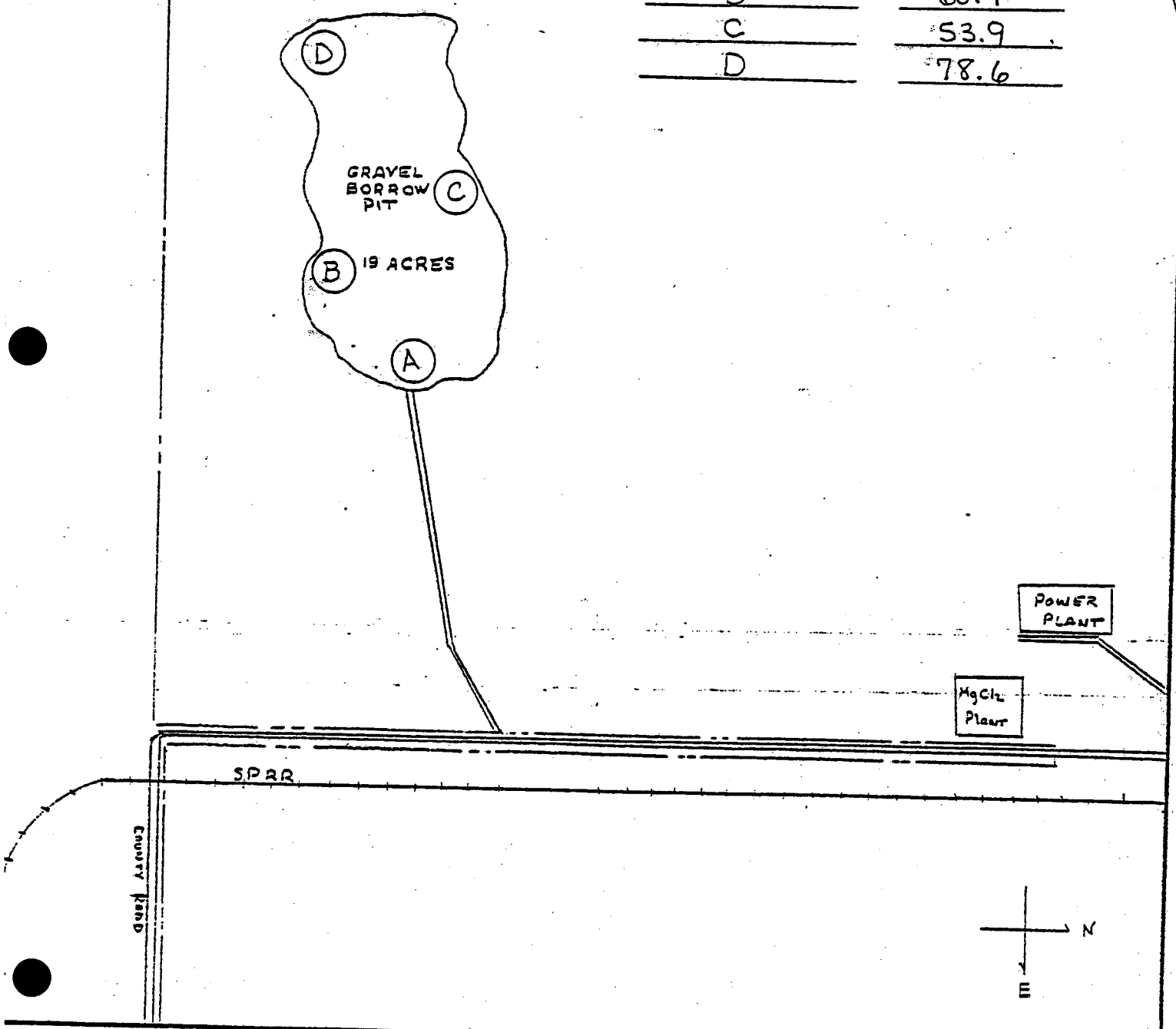
Potassium: Apply 100-200 lbs K_2O per acre to PROM C, PROM F, and possibly PROM I and PROM J.

REL

GSLMCC PROPERTY

SOIL SAMPLING 4/13/83

SAMPLE	% + 10 MESH
A	58.3
B	60.7
C	53.9
D	78.6

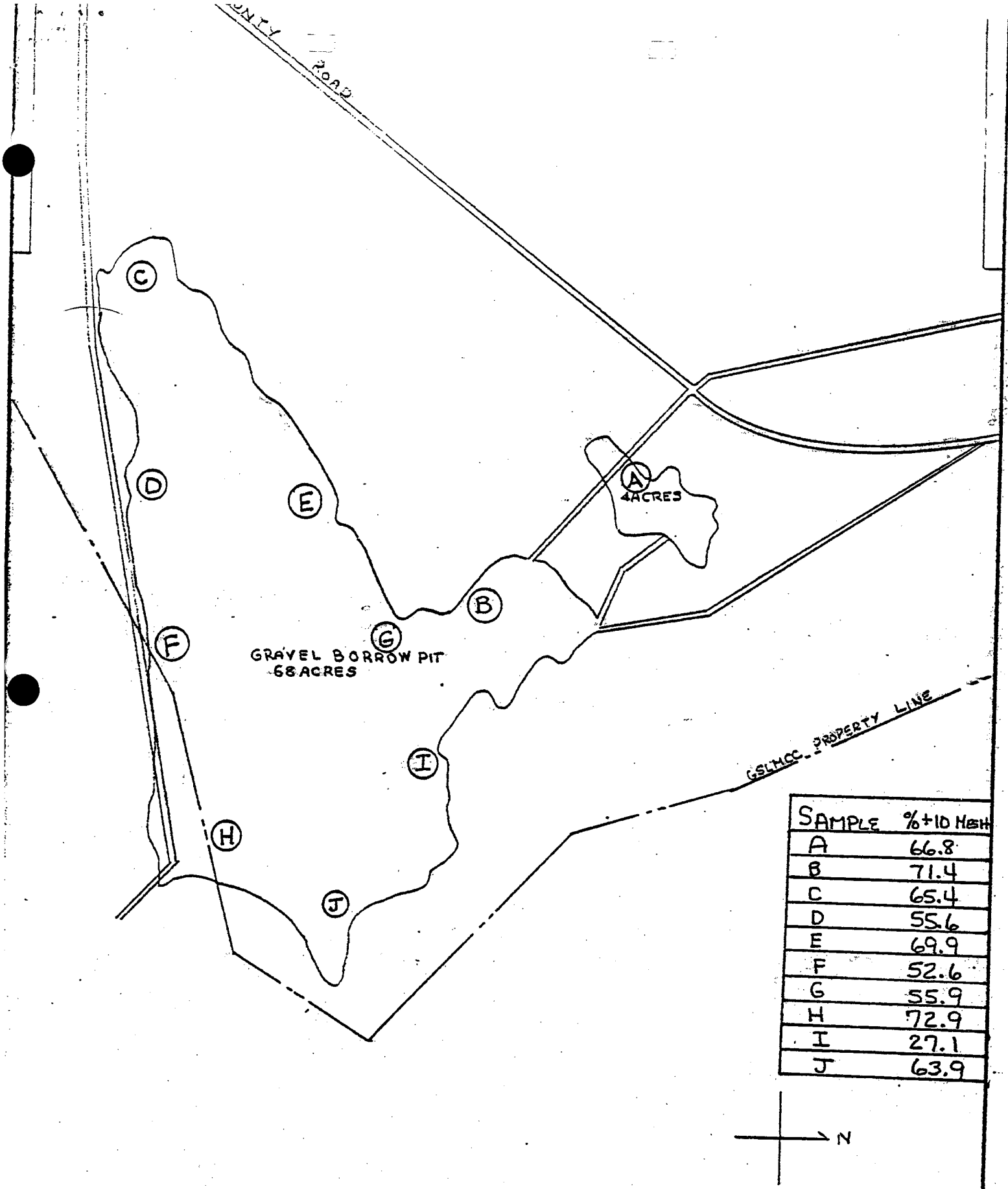


TITLE FIGURE I.
LITTLE MOUNTAIN GRAVEL PIT.
SOIL SAMPLE LOCATIONS

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

LOCATION

PROJECT NO.



SAMPLE	%+10 Mesh
A	66.8
B	71.4
C	65.4
D	55.6
E	69.9
F	52.6
G	55.9
H	72.9
I	27.1
J	63.9

TITLE FIGURE II
PROMONTORY GRAVEL PIT
SOIL SAMPLE LOCATIONS

DRAWN LS | DATE 4/8/83 | SCALE 1"=400'

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

LOCATION

PROJECT NO.

DWG. NO.

RESOLUTION

BE IT RESOLVED, by the Weber County Industrial Development Corporation

WHEREAS, the Weber County Industrial Development Corporation was created by the County of Weber, State of Utah, in 1955 under the laws of the State of Utah as a non-profit corporation and charged with the promotion of industrial and economic development in Weber County, and

WHEREAS, the Weber County Industrial Development Corporation has the power to serve testimony before regulatory agencies of the State, other states, or the Federal Government having jurisdiction over matters affecting the industrial and economic development of the State (Utah Code, Section 63-31-04); and

WHEREAS, it has come to the attention of the Weber County Industrial Development Corporation that the Great Salt Lake Minerals and Chemicals Corporation has been negotiating with the Division of Oil, Gas and Mining to formulate an acceptable permitting plan under the Utah Mined Land Reclamation Act of 1975 (the Act), Title 40-8, Utah Code Annotated, 1953; and

WHEREAS, GSL Corporation seeks a "Variance Request" of the Coordinator of Mined Land Development, which would exempt the requirement for preparation of a reclamation plan for its plant site and structures located contiguous to the Little Mountain Industrial Park and not a portion of solar evaporation ponds leased from the State of Utah;

NOW THEREFORE BE IT RESOLVED, by the Weber County Industrial Development Corporation that the plant site and structures of GSL Corporation are considered a part of a zoned and regulated industrial park and as such are viable for continued use and are good and marketable; and

THEREFORE, we fully endorse a "Variance Request" exempting the need for preparation of a reclamation plan on those facilities and structures located on land and contiguous to the Little Mountain Industrial Park.

WEBER COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

By: Rod H. Browning

Roderick H. Browning, President

ATTEST:

L. Islaub

Lynwood Islaub, Secretary

State of Utah)
County of Weber)

On the 8th day of February, 1983, personally appeared before me Roderick H. Browning and Lynwood Islaub, who being by me duly sworn did say, each for himself that he, the said Roderick H. Browning is the President, and he, the said Lynwood Islaub is the Secretary of Weber County Industrial Development Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its membership and said Roderick H. Browning and Lynwood Islaub each duly acknowledged to me that said Corporation executed the same.

Marilyn D Gee
Notary Public, Residing at
Ogden, Utah

Commission expires:

March 29, 1986

APPENDIX 2

GREAT SALT LAKE MINERALS CORPORATION

LARGE MINE PERMIT M/057/02 CONSOLIDATION

Box Elder and Weber Counties, Utah

May 2009

North American Exploration, Inc.
447 North 300 West, Suite 3
Kaysville, Utah 84037
(801) 544-3421

West Shore Dike & Underwater Channel Project
M/057/002
ITEM 1 OF 4

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
P.O. Box 1190 · Ogden, Utah 84402 · TWX (910) 971-5910 · TEL (801) 731-3100
Plant Site: Little Mountain, Utah · FAX: (801) 731-4881 · Toll Free (800) 453-4519

RECEIVED
JUL 0 5 1991
DIVISION OF
OIL GAS & MINING

July 3, 1991

MAX J. REYNOLDS
VICE PRESIDENT - OPERATIONS

Tony Gallegos
State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
355 Triad Center, Suite 350
Salt Lake City, UT 84180-1203

Dear Mr. Gallegos:

Submitted herewith is the Notice of Intention to Amend Mining Operations at Great Salt Lake Minerals & Chemicals Corp. This will constitute an amendment to the existing Mine Reclamation Plan File No. M-057-002.

Great Salt Lake Minerals & Chemicals Corp. proposes to expand its solar pond system. The expansion includes (1) dredging an underwater channel approximately 20 miles long in the north arm of the Great Salt Lake from the west side of Promontory to Lakeside, Utah; (2) constructing an 8.5 mile dike from Strong's Knob near Lakeside, Utah to the Finger Point Mountain; (3) constructing an access road approximately 3 miles long from the Lakeside railroad north to Strong's Knob; and (4) constructing a pumping station on the new dike for pumping brine in and out of the proposed solar evaporation pond. Details of the project and areas that will be disturbed are included in the attached Notice of Intentions to Revise Mining Operations as per Form MR-REV.

It should be noted that the following shows the status of necessary leases, easements and permits required by the State of Utah and Federal government for the project.

State of Utah--Division of Lands & Forestry
- --Mineral lease for solar pond ML 44607 approved 17 June 1991.
- --Lake Channel Easement No. 95 approved 17 June 1991.
- --Access Road Easement application approval pending.
- --Borrow Material Permit approval pending.

Department of the Army Permit No. 199 100 106 pending approval. The Department of the Army has made an environmental assessment that should satisfy the impact assessment rule. Details are included herein.

Construction of the dike is scheduled to begin by August 15, 1991. Your immediate attention to this request will be appreciated. If there are any questions, please call Ken Glauser at (801) 732-3300.

Sincerely,

Great Salt Lake Minerals & Chemicals Corporation

M. J. Reynolds
Vice President - Operations

MJR/rm

MJR/rm

State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Norman H. Bangerter
Governor
Dee C. Hansen
Executive Director
Dianne R. Nielson, Ph.D.
Division Director

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

August 16, 1991

Mr. Max J. Reynolds
Vice President, Operations
Great Salt Lake Minerals & Chemicals Corp.
P.O. Box 1190
765 North 10500 West
Ogden, Utah 84402

Dear Mr. Reynolds:

Re: Partial Approval of Notice of Intention to Amend Large Mining Operations, West Shore Dike and Underwater Channel Project, Great Salt Lake Minerals & Chemicals Corp. (GSLM), M/057/002, Weber County, Utah

Due to a work backlog, the Division has been unable to complete our review of your amendment within the prescribed thirty day review period. However, we are aware of your time constraints and construction schedule for this project. Taking these factors into consideration, the Division is prepared, at this time, to offer partial approval of this amendment. This approval is for construction of the access road from Lakeside to Strongs Knob **only**, and is contingent upon receiving final approval from State Lands. You may begin construction of this road (approximately 3 miles long) as your schedule allows.

The Division anticipates completing its review of the entire amendment by August 21, 1991. At that time it is likely that the Division will request the posting of an additional surety amount to cover the reclamation costs of this amendment before GSLM proceeds with the remainder of the project. This change in the amount of surety will need to be presented to our Board for approval. The next Board hearing is scheduled for October 2, 1991, with a deadline for submitting material for this hearing of September 9, 1991.

an equal opportunity employer

Please contact me or Tony Gallegos of the Minerals staff if you have any questions regarding this matter.

Sincerely,

Lowell P. Braxton
Associate Director, Mining

jb
cc: Barry Tripp, Sate Lands
Tony Gallegos
M057002.1

Norman H. Bangerter
Governor
Dee C. Hansen
Executive Director
Dianne R. Nielson, Ph.D.
Division Director

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

August 16, 1991

TO: Minerals File

FROM: Tony Gallegos, Reclamation Engineer; Holland Shepherd, Reclamation Specialist

RE: Site Inspection, Great Salt Lake Minerals & Chemicals Corp.(GSLM), Little Mountain Plant, West Shore Dike and Underwater Channel Project, M/057/002, Weber County, Utah

Inspection Date:	August 15, 1991
Inspection Time:	1445 - 1630
Conditions:	Fair to partly cloudy, warm
Participants:	Ken Glauser, GSLM; Tony Gallegos, Holland Shepherd, DOGM

We met Mr. Ken Glauser near the Southern Pacific railroad village located at Lakeside. We then drove west a short distance along the railroad dike to a turnout. From this point, Strongs Knob could be seen.

The location of the proposed access road had been flagged out across the lake bed from the railroad causeway to Strongs Knob. This road will be located on State Lands and is in an easement application by GSLM. GSLM plans to place approximately three feet of road base material along the route to the borrow area with approximately two culverts to allow drainage in the low spots of the lake bed. The road base material for the access road is to come from Southern Pacific's reject rock pile near the railroad causeway. They plan to use material from the borrow area to build and maintain the dike from Strongs Knob to The Fingerpoint.

Ken indicated the approximate location of the proposed borrow area on a topographic map of Strongs Knob. He informed us of GSLM's contract requirement to breach the road or dike in order to allow water to flow to the west desert pumping station, should the lake waters ever reach a flood level. We discussed the requirement of placing highwalls/backslopes at 45 degrees or less, relative to future quarry design

with Ken. Also, we discussed the fact that topsoil salvage would be prohibitive, because of the density of exposed rocks and boulders in the quarry area and portions of the road.

No access currently exists to Strongs Knob except on foot. The proposed road crosses a portion of the bed of the Great Salt Lake which is usually dry. Little vegetation exists in this area except halogeton. Once the road actually reaches the knob, it generally follows the high water mark. In this area there is some vegetation other than halogeton. Much of the native vegetation in this area was killed as a result of high flood waters in the mid 80's.

The borrow area is to be located just north of a small valley area on the west shore of Strongs Knob. The valley area is to be the site of the crusher and other facilities needed for the mining operation. More diverse vegetation exists in this valley area since it is above the salty lake bed area. Perennial plants are extremely sparse in this valley area. However, hardy species of saltbush, shadscale, rabbitbrush, indian ricegrass and greasewood are established in this area. Photographs were taken of the proposed site.

In general, the location is extremely rocky with little topsoil material which would be salvageable. Soil could be salvaged from sandy beach areas close to the disturbance, but these soils would be of extremely poor quality, due to the salt buildup in this material. Photographs were also taken of the railroad's quarry operation located near Lakeside.

jb
cc: Ken Glauser, GSLM
Barry Tripp, State Lands
M057002.2

State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Norman H. Bangerter
Governor
Dee C. Hansen
Executive Director
Dianne R. Nielson, Ph.D.
Division Director

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

August 29, 1991

Mr. Max J. Reynolds
Vice President, Operations
Great Salt Lake Minerals & Chemicals Corp.
P. O. Box 1190
765 North 10500 West
Ogden, Utah 84402

Dear Mr. Reynolds:

Re: Conditional Approval, Notice of Intention to Amend Large Mining Operations, West Shore Dike and Underwater Channel Project, Great Salt Lake Minerals & Chemicals Corp. (GSLM), M/057/002, Weber County, Utah

The Division has completed its review of GSLM's permit amendment and is prepared to grant its approval, subject to GSLM's written acceptance of the following conditions:

R613-004-105 Maps, Drawings & Photographs.

GSLM must provide a map clearly identifying the proposed disturbance at the Strong's Knob Borrow Area. The amendment mentioned 20 acres out of 57 will most likely be disturbed but no exact boundary was shown outlining these 20 acres.

GSLM must provide typical cross-sectional drawings of the pit/quarry at the borrow area and a cross-section of the proposed post-reclamation configuration of this quarry.

R613-004-107 Operation Practices.

It is understood that GSLM will limit access to the hazards located at the quarry site and on the dike, by keeping a locked gate on the road. Please acknowledge this in writing and describe the location of the gate(s).

GSLM did not present a concurrent reclamation plan. It is unclear whether concurrent reclamation will or can be applied to the surface disturbances associated with this amendment. Please clarify this point of uncertainty.

R613-004-109 Impact Assessment

A more detailed description of the quarry configuration at the borrow area must be provided in order to assess the impact. This requirement may be met by providing the drawings requested in R613-004-105 above.

R613-004-110 Reclamation Plan

GSLM must provide a reclamation plan which describes the reclamation activities for all aspects of this project in detail. This would include the reclamation treatments for the access road, borrow area/quarry (benches, slopes, highwalls, facilities area), dike and pump station. This plan would also include a description of those items which would not receive any reclamation treatments.

Typically, a road would be regraded, ripped and seeded to effectively erase its existence. However, in this case, breaching the section of road which crosses the lake bed would be considered appropriate reclamation.

Topsoil would normally be salvaged and stockpiled from disturbed areas prior to starting mining activity. There is no salvageable topsoil in the road area crossing the lake bed and there is limited topsoil at the quarry site on Strong's Knob. It would be difficult and costly to salvage this limited topsoil resource, given the rocky conditions which exist.

Pit slopes or highwalls are required to be at a 45-degree (or less) angle at final reclamation. Pit benches would usually be ripped, topsoiled and revegetated. Conditions at Strong's Knob would allow the quarry to meet the 45-degree requirement, but the rocky conditions do not warrant ripping, topsoiling and reseeding of the quarry benches.

Any dumps which will remain should have a slope angle of 3h:1v or less at final reclamation. The Division is unaware of any dumps associated with this amendment, but GSLM should clarify this. Dikes are generally breached or removed in order to

prevent them from impounding water. The dike in this amendment would need to be breached in several places to accomplish this, due to it's considerable length.

The reclamation plan should describe any surface facilities to be left at the time of final reclamation, or any structures or facilities which would be buried or removed.

R613-004-112 Variance

The operator needs to formally request variances for any deviation from the rules, along with any evidence or explanation for requesting each variance. This would include deviation from topsoil salvaging requirements, deviation from reseeding requirements, or any deviation from the reclamation practices listed in the rules.

The Division acknowledges that the areas currently encompassing the access road and dike will most likely not support vegetation, since these areas are within the waters or lake bed of the Great Salt Lake. The Division is aware that the access road is under an easement agreement with State Lands & Forestry and that the final disposition of this road (reclaim or remain) is to be decided by State Lands at a later time. Until that time, it is assumed that the road would only need to be reclaimed by breaching in several places.

R613-004-112 Surety

GSLM has not provided a surety estimate for the reclamation of the items contained in this amendment. The Division has calculated a reclamation cost estimate, based on the information provided in the amendment and several assumptions. These assumptions are provided in the cost estimate which is attached. GSLM may accept this cost estimate or provide their own reclamation estimate to the Division for review. GSLM may also wish to provide supplemental information which would clarify those assumptions contained in the Division's estimate.

GSLM currently has a surety in the amount of $186,500 in 1990 dollars. This surety is annually renewable and has an expiration date of August 31, 1991. The Division would propose that GSLM increase the bond amount by $37,917 (1991 dollars). Adding this to the 1991 escalated value of the current surety gives a total bond amount of $228,000 at the time of the next renewal. This increase is based upon

the Division's estimate (see attachment) of the reclamation costs for this amendment, using the information provided thus far.

GSLM must provide a written commitment to the conditions listed above and provide the additional requested information to the Division as soon as possible, but no later than September 30, 1991. It is the Division's position that the additional reclamation surety must be posted before actual construction on the dike begins.

If you have any questions regarding the content of this letter, please contact me or Tony Gallegos of the Minerals staff. Thank you for your efforts in completing this permitting action.

Sincerely,

D. Wayne Hedberg

D. Wayne Hedberg
Permit Supervisor
Minerals Regulatory Program

aag/jb
Attachment
cc: Tony Gallegos, DOGM
Lowell Braxton, DOGM
M057002.3

RECLAMATION ESTIMATE

Great Salt Lake Minerals & Chemicals Corporation
West Shore Dike & Underwater Channel Project - AMENDMENT
Weber County M/057/002 last revision 8/29/91
Prepared by Utah State Division of Oil, Gas & Mining

Reclamation Details

-These details are for reclamation of the amendment features only
-Unit costs are from the 1989 DOGM estimate plus actual escalation
-ASSUMED: 20 acres of disturbance at 57 acre borrow area on Strongs Knob
-ASSUMED: All quarry slopes at 45 degrees or less in borrow area
-ASSUMED: No regrading or revegetation activities at the borrow area
-New dike approximately 8.5 miles long(Strong's Knob to Fingerpoint)
-ASSUMED: A breach in the dike every mile
-New pond area of approximately 17,000 acres; NO RECLAMATION
-New pumping station at Finger Point; ASSUME all structures removed
-Access road portion across lake bed, approx. 1 1/4 miles; total road 3 miles
-Road on State Lands easement; ASSUME breach in lake bed every 1/2 mile
-20 miles of underwater channel in the Great Salt Lake: NO RECLAMATION
-Reclamation estimate to be calculated in 1991 dollars
-This amount to be added to the 1991 surety update for the entire operation
-Surety to be renewed annually until the 5-year review date in 1994

Description	# Units		$/Unit	Cost($)
Breaching dike	8	each	1,247	9,976
Removal of pump station facilities	1	sum	20,000	20,000
Breaching access road	2	each	1,247	2,494
Mobilization	1		2,000	2,000
SUBTOTAL				34,470
+ 10% CONTINGENCY				3,447
AMENDMENT TOTAL 1991 - $				**37,917**

ENTIRE OPERATION RECLAMATION SURETY IN 1990 - $	186,500
ESCALATED USING 1.93% TO 1991 VALUE =>	190,099
ADD IN AMENDMENT RECLAMATION COST	37,917
SURETY AMOUNT - ENTIRE OPERATION (1991-$)	228,016
ROUNDED AMOUNT-ENTIRE OPERATION (1991-$)	**$228,000**

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION
P.O. Box 1190 • Ogden, Utah 84402 • TWX (910) 971-5910 • TEL (801) 731-3100
Plant Site: Little Mountain, Utah • FAX: (801) 731-4881 • Toll Free (800) 453-4515

September 16, 1991

RECEIVED
SEP 16 1991
DIVISION OF
OIL GAS & MINING

MAX J. REYNOLDS
VICE PRESIDENT - OPERATIONS

D. Wayne Hedberg, Permit Supervisor
State of Utah
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, UT 84180-1203

Re: (1) Notice of Intention to Amend Large Mining Operations, West Shore Dike and Underwater Channel Project, Great Salt Lake Minerals & Chemicals Corp., M/057/002, Box Elder County, Utah
(2) Letter to Max Reynolds dated Aug. 29, 1991

Dear Mr. Hedberg:

In reply to your letter of August 29, the following information is provided.

1. R613-004-105 Maps, Drawings.
Submitted herewith is Great Salt Lake Minerals & Chemicals Corp. Drawing No. 101-01-05-007 which is an aerial contour map of Strong's Knob. The drawing shows the Material Permit boundary and outlines the approximate area to be disturbed for borrow to construct the proposed pond dike. Also shown are cross sections of the approximate finished contours. The final location of the finished side slopes will depend on final quantities. The estimated total quantity of borrow is 800,000 cubic yards. The area to be disturbed will be approximately 15 acres as outlined on the referenced drawing. The development of the borrow pit during construction will be concurrent with reclamation requirements. The contractor will develop the borrow pit so that pit side slopes in the rock will meet the 45 degree requirement at completion of initial construction.

2. R613-004-107 Operation Practices.
Access to the construction site requires access across Southern Pacific Railroad property. Unauthorized personnel are not permitted access on railroad property. This restricts the public access. Great Salt Lake Minerals & Chemicals Corp. will provide a gate on State land at the beginning of the access road easement, which is also located on the north boundary of the railroad right of way. The construction schedule will be twelve hours per day, seven days

a week until completion. The gate will have a lock but will be opened during construction.

3. R613-004-109 Impact Assessment.
Refer to item 1 above.

4. R613-004-110 Reclamation Plan.
The different phases of the work and reclamation activities to be done are described as follows.

(a) Access road Section 2. 7,000 feet of access road will cross the lake bed which is presently above lake level. This section of road will be constructed with the reject undersize material from the SPRR borrow pit. The road will have a crest width of 16 feet and a fill depth of approximately 3 feet to maintain a stable road. Two 36-inch diameter culverts will be placed in the road for drainage. Reclamation will consist of breaching the road every one-half mile. There is no salvageable topsoil in the road bed; therefore, reclamation will constitute of breaching the road only.

The access road Section 3 (refer to Drawing) is approximately 5,200 feet long and runs along the west toe of Strong's Knob. The alignment is at the approximate high water level of 4,212. This road will have the same cross section as Section 2. Since this road is at the toe of the mountain, it will remain as constructed with no reclamation required.

(b) Borrow Area/Quarry on Strong's Knob. Refer to Dwg. No. 101-01-05-007 which shows the approximate area for the borrow pit quarry with typical cross sections. Strong's Knob is composed of rock. It is anticipated that 100 percent of the material will require drilling and shooting. No salvageable topsoil exists. The disturbed borrow pit area will be worked with benches and slopes not steeper than 45 degrees. No ripping, top soiling or seeding of the benches will be done due to the rock conditions. The benches will be sloped for drainage to the lake. The borrow area will meet the above reclamation requirements when construction is completed. There are no dumps associated with this amendment.

(c) Solar Pond Dike. The solar pond dike will extend from Strong's Knob to Finger Point Mountain, a distance of approximately 8.5 miles. The dike will be constructed of material from the Strong's Knob borrow pit deposited on the existing lake bed where the existing lake water depth is about three feet deep. The road cross-section will have a crest width of 28 feet and a construction elevation of 4,206, approximately 9 feet above the existing lake bed. Reclamation will include breaching the dike at one mile intervals to

prevent impounding of water. Wave action will wash out and level dike and roads in time.

(d) Pump Station. The pump station will consist of a timber structure supported on timber piling. There will be four electric vertical lift pumps with 20,000 gpm capacity, each powered by natural gas generators. Reclamation will include removal of all equipment and structures unless the structures, which are on State-leased land, can be utilized by the State of Utah for its purposes.

(e) The Underwater Lake Channel will be dredged in the lake bottom with widths varying from 30 feet to 90 feet. The channel will be 21 miles long. The channel will produce no detrimental effects to the lake. No reclamation will be done.

R613-004-112 Variance.

Normally, topsoil would be salvaged and stockpiled from disturbed areas and reclamation would include regrading, ripping and reseeding the disturbed areas. There is no salvageable topsoil in the road area crossing the lake bed and there is limited topsoil at the borrow/quarry site on Strong's Knob. Due to the rocky conditions at Strong's Knob borrow area and no salvageable topsoil in the road crossing access of the lake bed, ripping, top soiling and reseeding are not warranted and are not planned to be done. The above conditions have been agreed to by the Division in referenced letter dated August 29, 1991.

R613-004-112 Surety.

The conditions of the surety of $228,000 as detailed in the referenced Aug. 29, 1991 letter are acceptable to Great Salt Lake Minerals & Chemicals Corp. and a letter of credit will be forthcoming.

Great Salt Lake Minerals & Chemicals Corp. accepts the conditions as outlined above and as detailed in the referenced letter of August 29, 1991. It should be noted that all required permits of regulatory agencies have been issued and approved.

Sincerely,

GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION

M. J. Reynolds

M. J. Reynolds
Vice President, Operations

MJR/rm

ITEM 2 OF 4

NOTICE OF INTENT TO REVISE MINING OPERATIONS
(Form MR-REV. Format)

I. GENERAL INFORMATION (Rule R613-004-104)

1. **Name of Operator/Applicant:** Max J. Reynolds, Vice President--Operations

2. **Name of Company/Corporation:** Great Salt Lake Minerals & Chemicals Corp.

3. **Address:** 765 North 10500 West; P. O. Box 1190; Ogden, Utah 84402

4. **Phone:** (801) 731-3206

5. **Name of Mine/Project:** Great Salt Lake Minerals & Chemicals Corp.

6. **Previously Assigned File Number:** (M/057/002) **(from original Notice of Intention (NOI)**

RECEIVED
JUL 0 5 1991
DIVISION OF
OIL GAS & MINING

7. **Location of Proposed Expansion Activities:** Box Elder County. Refer to GSL Dwg. 101-11-05-002 for Townships, Ranges, and Sections included in the expansion project.

8. **Ownership of Land Surface:** State of Utah.

9. **Ownership of Materials:** Gravel and rock shall be borrowed from Strong's Knob which is State of Utah owned land. The material shall be borrowed for construction of an 8.5-mile dike as shown on GSL Drawing No. 101-11-05-002. The area of borrow removed is in the N 1/2 of the SW 1/4 and the NW 1/2 of Section 9, T6N, R9W, SLB&M, that area above the GSL meander line.

10. **Utah Mining Claim.** The mining by solar evaporation is authorized by the Royalty Agreement No. 19024 dated September 1, 1962.

11. **Utah State Leases.** The expansion project is covered under the existing Mineral Lease No. 19024 and current approved Mineral Lease No. 44607.

II. The following drawings are submitted herewith to meet the requirements of Rule R613-004-105.

1. USGS Map. This is a combination of the Strong's Knob, Lakeside, Gunnison Island and Gunnison Island SW USGS

Quadrangle drawings. This shows the general location of the project area.

2. GSLM&CC Drawing No. 101-11-05-002 Rev. 04. West Lake Production Pond, Mineral Lease Map. This drawing shows State of Utah Mineral Leases and Rights of Way relating to the expansion project. Also shown are the locations of the borrow pit for dike building, lake channel, and dike from Strong's Knob to Finger Point with cross sections and access roads to the project site.

3. GSLM&CC Drawing No. 101-01-05-006 Rev. 02. West Lake Production Pond. Evaporation Pond Dike Construction Details. This gives additional detail of the borrow pit location, access roads and dike alignment.

4. GSLM&CC Drawing No. 800-11-05-020 Rev. 05. GSL owned and leased property map showing existing gravel pit reclamation areas under File No. M-057-002.

5. An aerial contour map is being prepared of the Strong's Knob area to be disturbed. This is in preparation and can be provided when completed. This map will have a 100 scale with 2' contour interval. An aerial contour will also be prepared after the project is complete.

III. Operation Plan

Great Salt Lake Minerals & Chemicals Corp. plans to expand its solar evaporation pond system for concentrating brine from the Great Salt Lake for production of sulfate of potash (K_2SO_4) and other minerals. The expansion project includes (1) dredging a channel in the north arm of the Great Salt Lake from an existing pump station at Promontory and extending approximately 20 miles west across the lake to Lakeside; (2) construct approximately 8.5 miles of dike from Strong's Knob to the Finger Point Mountain to enclose approximately 18,000 acres of solar ponds; (3) construct a new pump station; and (4) construct access roads as required to access the pond dike and pump station. Refer to GSLM&CC Drawing No. 101-11-05-002, and 101-091-05-006 for location and details of the project.

The lake channel will be dredged in the lake bottom and the spoil material will be deposited in the lake at a minimum distance of 2,000 feet from the channel centerline.

The dike will be constructed with earth, gravel and rock borrow material taken from Strong's Knob, the proposed borrow site. A material lease is pending approval from the State of Utah, Division of Lands and Forestry. All property required for the project is State of Utah owned property. Refer to GSLM&CC Dwg. No. 101-11-05-002 for mineral leases and easements.

The only areas that will be disturbed will be in the material borrow pit. The materials lease permit will be in the North 1/2 of the SW

1/4 and the NW 1/4 of Section 9, T6N, R9W, SLB&M, that area being above the lake meander line containing approximately 57 acres. The actual disturbed area for removal of an estimated 800,000 cubic yards will be approximately 15 to 20 acres.

The borrow area is composed almost entirely of rock with steep rock cliffs and will require drilling and blasting. The soils at the base of the mountain are primarily sands with some clays on the lake beached areas. The Strong's Knob is on the Great Salt Lake shoreline. There is no fresh water at the site. Some vegetation exists but very little in the area to be mined for borrow materials. The borrow pit where drilling and blasting is required will be developed with benches with a maximum vertical face of 40 feet and a minimum bench width of 40 feet or a bench to vertical face ratio of 1 to 1. This should not exceed natural conditions that presently exist at Strong's Knob. Basically, all materials disturbed will be used in the dike. The construction contractor will set up a staging area for equipment and fueling during the construction period. At completion of the basic contract, the contractor will move out and clean up the area to its natural condition. The dike will be constructed by end dumping the material on the proposed alignment in the Great Salt Lake where the water depth is approximately 4 feet deep.

How steep will the faces be?

IV. Impact Assessment

Clean Water Act?

An environmental assessment was made by the Department of the Army as part of the permitting requirements under Section 404 of the Clean Air Act. A copy of the document is attached hereto. This covers the aspects of Rule R613-004-109. There will be no surface or subsurface impacts caused by the pond expansion project.

The Strong's Knob area is not used for anything at the present time. There are no surface or ground water systems existing and the mountain being almost all rock presents no problems for slope stability, erosion control, air quality, and is not accessible for the public.

V. Reclamation Plan

The disturbed area will be caused by removal of material for construction of the solar pond dike. The borrow pit will be worked to maintain the pit in the condition as described in Section III, Operating Plan. Rock drilling and blasting will be done to maintain a maximum vertical face of 40 feet and a minimum bench width of 40 feet, or a bench to vertical face ratio of 1 to 1. The area being rock would not sustain plant growth. The area would not exceed the natural conditions that presently exist.

All trash, debris, and materials not natural to the site brought in by the contractor would be removed and cleaned up. The access road through the area would be maintained by GSLM&CC. It is planned to use the borrow pit for materials required for continued maintenance of the roads and dike. The access to the area is for private use and will

have controlled access. The area will have no other use than for borrow materials. GLSM&CC Drawing No. 800-11-05-020 Rev. 05 (attached) shows the existing gravel pit reclamation areas under the existing reclamation plan File No. M-057-002. The changes as per this amendment adds the Strong's Knob material borrow area that will consist of approximately 15 to 20 acres of disturbed area. Planned reclamation will be as outlined with no adverse impact.

VI. **Surety**

Great Salt Lake Minerals & Chemicals Corporation under Reclamation Plan File No. M-057-002 has an existing surety with Chase Manhattan Bank for $186,500.

VII. **Signature Requirement**

I hereby certify that the foregoing is true and correct.

M J Reynolds

Signature of Authorized Officer/Representative

M. J. Reynolds

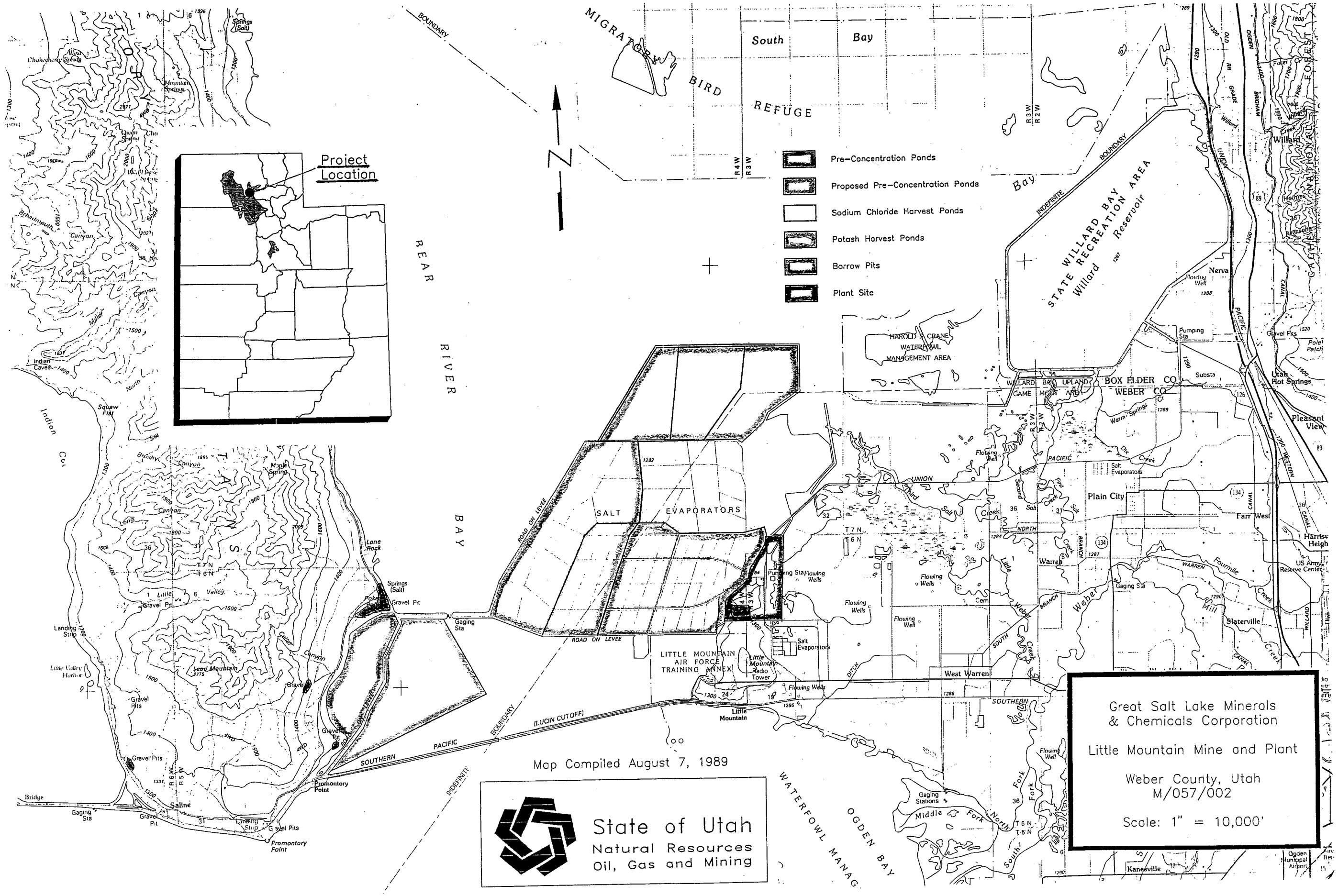
Name (Typed)

Vice President - Operations

Title of Authorized Officer/Representative

July 5, 1991

Date


Project Location
MIGRATORY BIRD REFUGE
South Bay
Pre-Concentration Ponds
Proposed Pre-Concentration Ponds
Sodium Chloride Harvest Ponds
Potash Harvest Ponds
Borrow Pits
Plant Site
WILLARD BAY STATE RECREATION AREA
Willard Reservoir
HAROLD S. CRANE WATERFOWL MANAGEMENT AREA
WILLARD BAY UPLAND GAME MGMT AREA
BOX ELDER CO
WEBER CO
SALT EVAPORATORS
LITTLE MOUNTAIN AIR FORCE TRAINING ANNEX
Little Mountain Radio Tower
Little Mountain
Salt Evaporators
Pumping Sta
Flowing Wells
Gaging Sta
ROAD ON LEVEE
SOUTHERN PACIFIC
(LUCIN CUTOFF)
BOUNDARY
INDEFINITE
REAR RIVER
BAY
WATERFOWL MANAG
OGDEN BAY
Promontory Point
Saline
Lone Rock
Indian Caves
Little Valley Harbor
Lead Mountain
Gravel Pits
Landing Strip
Bridge
Plain City
Farr West
Warren
West Warren
Slaterville
Willard
Nerva
Utah Hot Springs
Pleasant View
Harrisville Heights
US Army Reserve Center
Kaneeville
Ogden Municipal Airport
Salt Evaporators
Gaging Stations
Middle Fork
North Fork
South Fork
Dix Creek
Warm Springs
Fourmile Creek
Mill Creek
Weber River
Salt Creek
Little Creek
Second Creek
Third Creek
Fifth Creek
Sixth Creek
Miller Canyon
Brownhouse Canyon
Long Canyon
Cedar Canyon
Little Valley
Maple Spring
Mountain Springs
Chokecherry Spring
Springs (Salt)
Gravel Pit
Gravel Pits
Gaging Sta
Pumping Sta
Flowing Well
Flowing Wells
Salt Evaporators
Cem
Substa
Gravel Pits
Pole Patch
Fort Pitch
Cemetery
Foker Creek
Willard Creek
Hollow
Barnes
Cattle
Indian
Sawaw Flat
North
Miller
Long
Little
Valley
Cedar
Canyon
Brownhouse
Canyon
Long
Canyon
Maple
Spring
Lone
Rock
Springs
(Salt)
Gravel Pit
Gaging
Sta
Little
Gravel Pit
Landing
Strip
Little Valley
Harbor
Lead Mountain
Gravel
Gravel
Pits
Gravel Pits
Bridge
Gaging
Sta
Gravel
Pit
Saline
Landing
Strip
Gravel Pits
Promontory
Point
Promontory
Point
Great Salt Lake Minerals & Chemicals Corporation
Little Mountain Mine and Plant
Weber County, Utah
M/057/002
Scale: 1" = 10,000'
Map Compiled August 7, 1989
State of Utah
Natural Resources
Oil, Gas and Mining

APPENDIX 3

GREAT SALT LAKE MINERALS CORPORATION

LARGE MINE PERMIT M/057/02 CONSOLIDATION

Box Elder and Weber Counties, Utah

May 2009

North American Exploration, Inc.
447 North 300 West, Suite 3
Kaysville, Utah 84037
(801) 544-3421

M/057/002

February 1998

Great Salt Lake Minerals Corporation

765 North 10500 West; P O BOX 1190; Ogden, UT 84404/84402-Phone: 731-3100 Fax: (801) 731-4881

RECEIVED
FEB 09 1998
DIV. OF OIL, GAS & MINING

February 2, 1998

D. Wayne Hedberg, Permit Supervisor, Minerals Reclamation Program
Utah DNR Division of Oil, Gas, and Mining
1594 West North Temple, Suite 1210
Salt Lake City, Utah 84114-5801

RE: Response To 10/28/97 Letter -- Permitting New Features

Dear Wayne,

Submitted herewith is Notice of Intention to Revise Mining Operations at Great Salt Lake Minerals Corporation (GSL). If GSL's operations ceased, the surface evaporation operation is well suited for wildlife management similar to Harold S. Crane Waterfowl Management Area and Bear River Migratory Bird Refuge. Because the new features are Lake bed disturbances and reclamation will not make the area useful for other purposes, GSL believes the Barrier Dike and Dredged Intake Canal are an amendment to the Mine Reclamation Plan and the surety bond is unchanged.

Also submitted are drawings with section lines to allow location description of features requested in your letter dated 7/29/97.

Please contact Mark Kaschmitter, GSL Environmental Engineer (801) 732-3251, with any questions.

I hereby certify that the foregoing is true and correct,

M J Reynolds

M.J. REYNOLDS
VICE PRESIDENT-OPERATIONS

(h:\mk\mr.rev\MJR\rm)

M/057/002

RECEIVED
FEB 09 1998
DIV. OF OIL, GAS & MINING

NOTICE OF INTENT TO REVISE MINING OPERATIONS

I. General Information

1. **Name of Operator/Applicant:**
   Max J. Reynolds, Vice President--Operations

2. **Name of Corporation:**
   Great Salt Lake Minerals Corporation

3. **Address:**
   765 North 10500 West, Ogden, Utah 84404

4. **Phone:**
   (801) 731-3100

5. **Name of Project:**
   Surface Evaporation Pond (1) Barrier Dike
   Surface Evaporation Pond (2) Dredged Intake Canal

6. **Previously Assigned File Number:**
   M\057\002

7. **Location of Proposed Expansion Activities:**
   Box Elder County, North Arm Great Salt Lake, North and West Shores of Clymer Bay.
   Refer to GSL DWG No. 101-11-05-037 Solar Pond System

8. **Ownership of Land Surface:**
   State of Utah

9. **Ownership of Minerals:**
   State of Utah

10. **Utah Mining Claim:**
    Mining by solar evaporation is authorized by Royalty Agreement No. 19024 dated September 1, 1962.

11. **Utah State Leases:**
    New operations features are covered by Mineral Lease No. 44607.

(h:\mk\mr.rev\MJR\rm)

II. The attached drawings are submitted herewith to meet the requirements of Rule R613-4-105.

III. Operation Plan

GSL uses its west pond solar system to pre-concentrate north arm Great Salt Lake brine. The (1) Barrier Dike diverts storm water and surface runoff away from the surface evaporation pond and back to the Lake. The (2) Dredged Intake Canal takes advantage of the most concentrated north arm brines to fill up the surface evaporation pond. During times of relatively low Lake level the intake canal is absolutely necessary for the operation. The pre-concentrated brine in the west lake pond is then gravity fed via an underwater trench to pump station #1 at Promontory Point and pumped to ponds in Bear River Bay. Sulfate Of Potash, Sodium Chloride, and Magnesium Chloride are then harvested from the ponds as raw material for processing plants.

1) Barrier Dike

The barrier dike follows the 4,201' elevation contour line and is approximately 17 miles long. The historic high Lake elevation is 4,211' so the dike is within the meander line of the Lake and therefore considered a Lake bed disturbance. The dike surface is 10 feet wide at the crest and constructed on unvegetated mud flats and sandy soil. The purpose of the barrier dike is to prevent surface runoff from entering the surface evaporation pond.

2) Dredged Intake Canal

The dredged intake canal is in the North Arm of the Great Salt Lake at the north end of Clymer Bay. Dependent upon Lake level, the canal is either underwater or exposed. The canal provides a hydrological connection between the Lake and GSL's pump station. The canal is approximately ten (10) feet deep, ten (10) to thirty (30) feet wide, and 18,750 feet long. Excavated material is deposited next to the new canal and placed continuously for 1,000 feet alternately on each side of the canal.

IV. Impact Assessment

An environmental assessment was completed by the Department of the Army--Corp of Engineers, Permit No. 199550289, July 19, 1995, to discharge fill material in connection with the construction of the Dredged Intake Canal.

The Clymer Bay/Strong's Knob area is used solely for solar evaporation. Public access is restricted and hunting is prohibited.

(h:\mk\mr.rev\MJR\rm)

V. Reclamation Plan

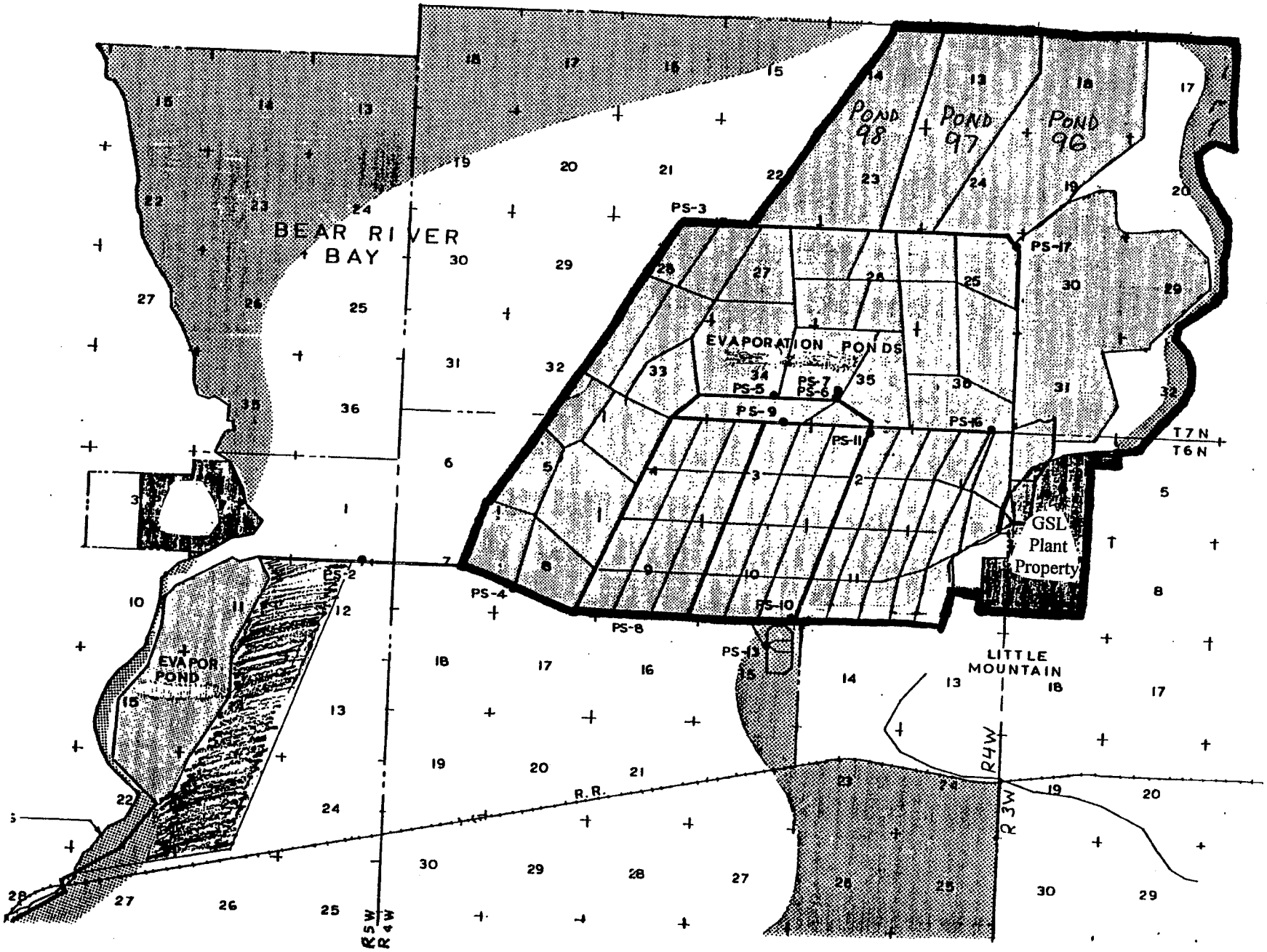
The new features are Lake bed disturbances. Reclamation will occur naturally with precipitation leveling the dike and Lake wave action filling the dredged canal.

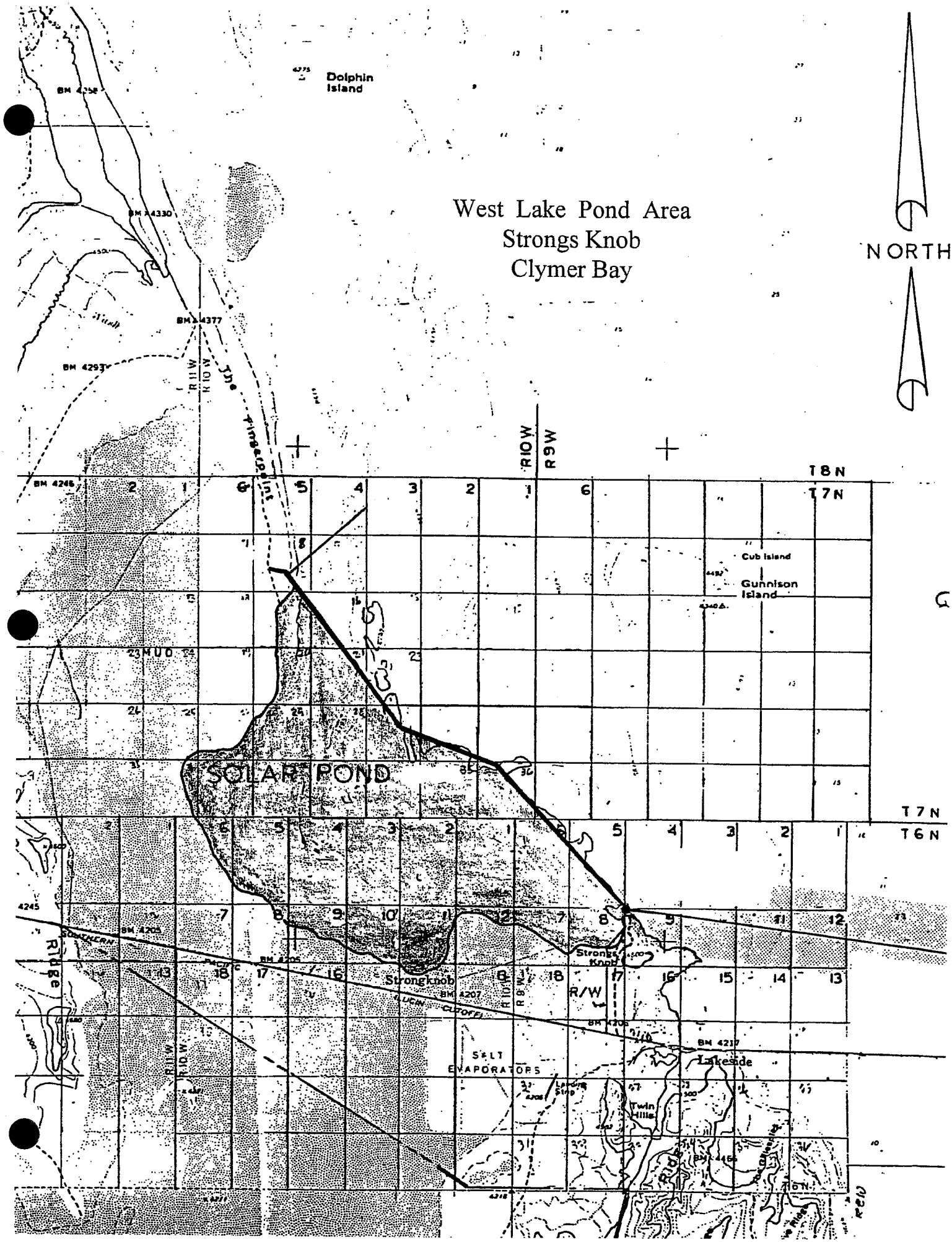
VI. Variance

R647-4-107-1.1.11 Operation Practice
Surface evaporation operations do not have mine shafts and/or tunnels. GSL is under OSHA regulatory jurisdiction so the MSHA regulatory reference is not applicable.

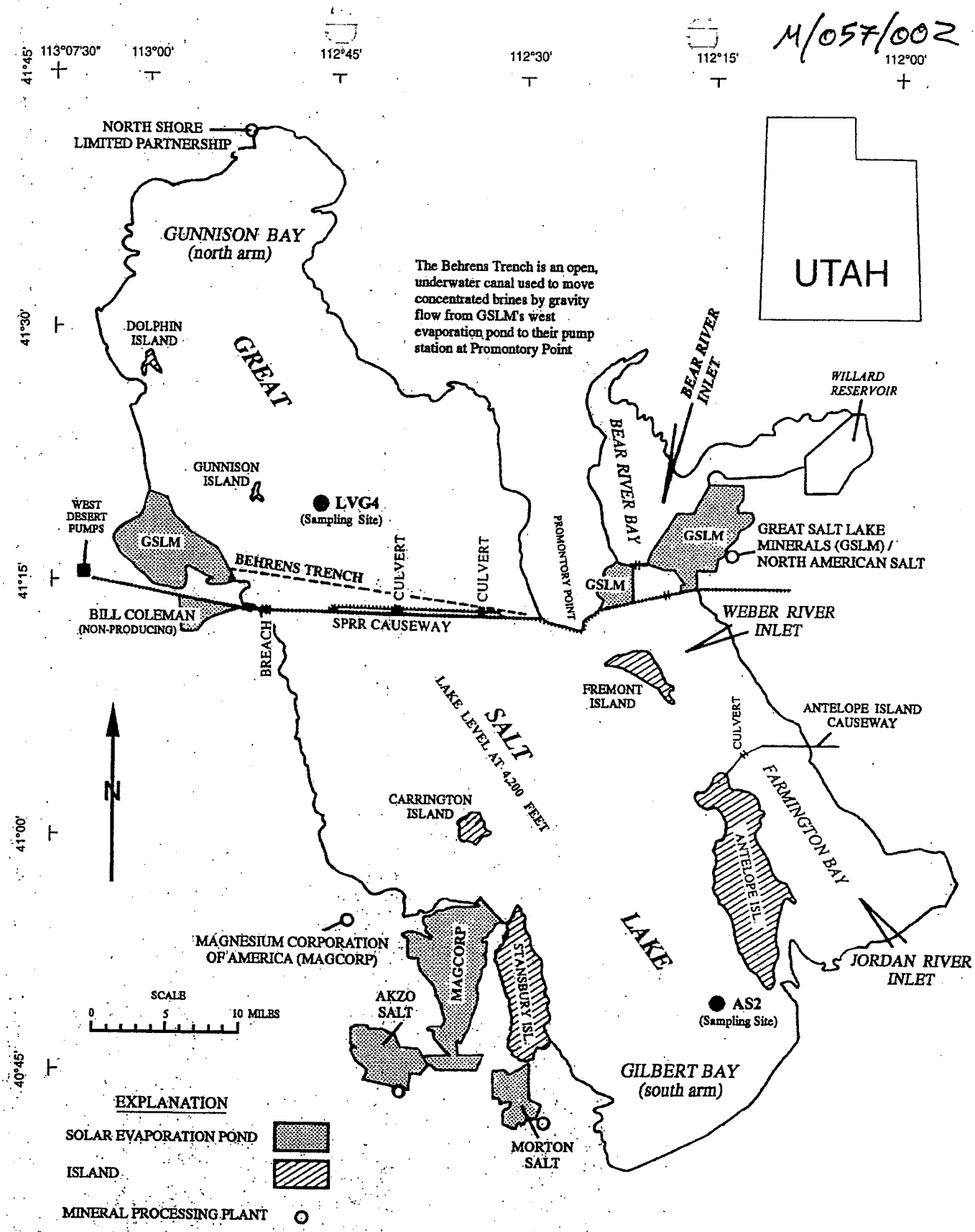
VII. Surety

GSL believes the new operations features will naturally enhance the area's usefulness and therefore the surety amount remains the same.


BEAR RIVER BAY
POND 98
POND 97
POND 96
EVAPORATION PONDS
PS-3
PS-4
PS-5
PS-6
PS-7
PS-8
PS-9
PS-10
PS-11
PS-13
PS-16
PS-17
CS-2
EVAPOR POND
GSL Plant Property
LITTLE MOUNTAIN
R.R.
T7N
T6N
R5W
R4W
R3W


West Lake Pond Area
Strongs Knob
Clymer Bay
NORTH
Dolphin Island
BM 4258
BM 4330
BM 4377
BM 4293
BM 4246
The Fingerpoint
R11W
R10W
R9W
T8N
T7N
T6N
Cub Island
Gunnison Island
SOLAR POND
Strongknob
Strongs Knob
R/W
BM 4205
BM 4207
BM 4217
Lakeside
SALT EVAPORATORS
Twin Hills
Ridge
SOUTHERN PACIFIC
LUGIN CUTOFF

M/057/002



Public Information Series 51
Utah Geological Survey
a division of
Utah Department of Natural Resources

BRINE PROPERTIES, MINERAL EXTRACTION INDUSTRIES, AND SALT LOAD OF GREAT SALT LAKE, UTAH

J. Wallace Gwynn - 1997

APPENDIX 4

GREAT SALT LAKE MINERALS CORPORATION

LARGE MINE PERMIT M/057/02 CONSOLIDATION

Box Elder and Weber Counties, Utah

May 2009

North American Exploration, Inc.
447 North 300 West, Suite 3
Kaysville, Utah 84037
(801) 544-3421

May 2004

M/057/002

Great Salt Lake Minerals Corporation

765 North 10500 West; Ogden, UT 84404 Phone: 732-3251 Fax: (801) 731-4881

May 14, 2004

D. Wayne Hedberg, Permit Supervisor, Minerals Reclamation Program
Utah DNR Division of Oil, Gas, and Mining
1594 West North Temple, Suite 1210
Salt Lake City, Utah 84114-5801

Dear Wayne,

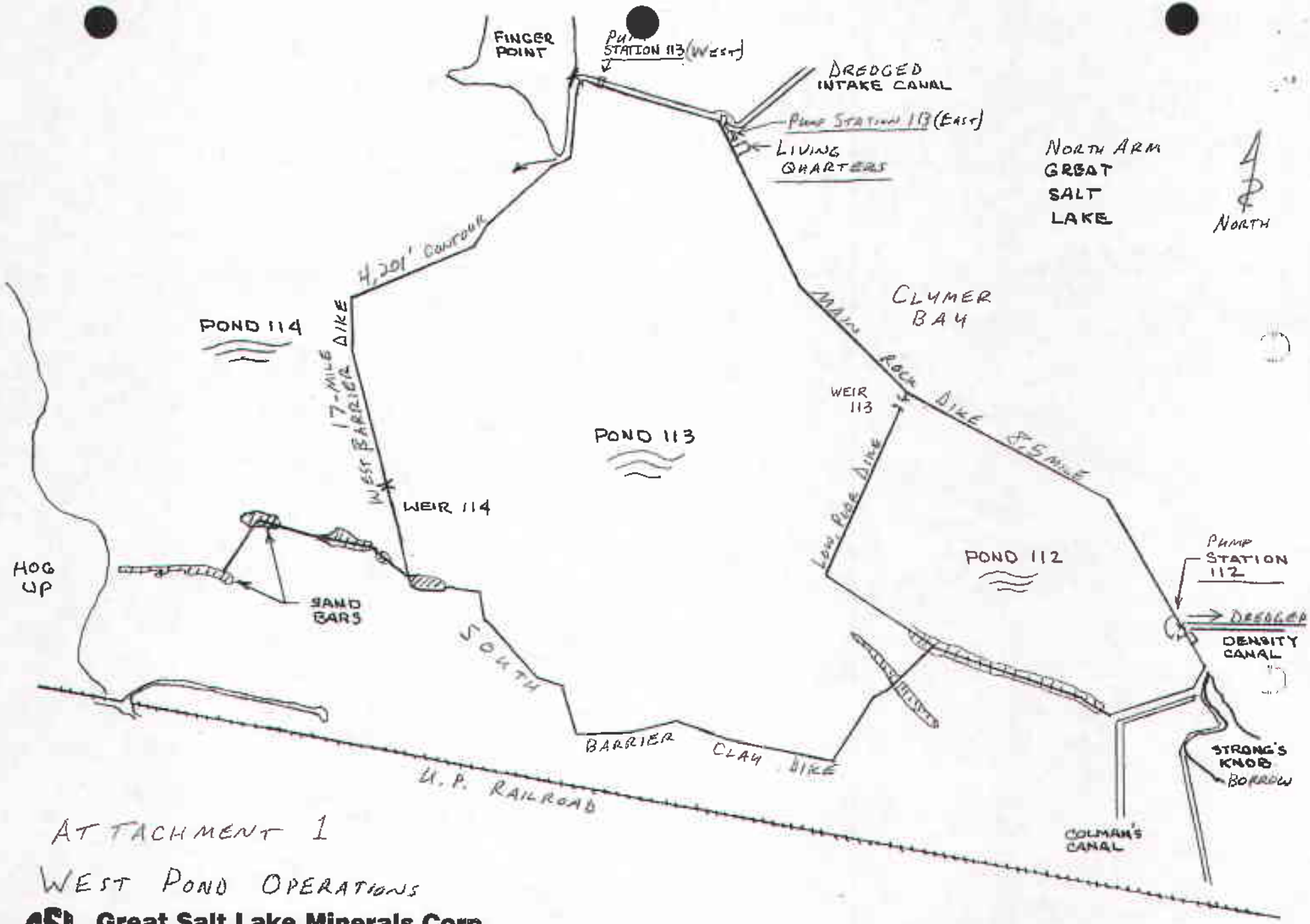
Submitted herewith is Notice of Intention to Revise Mining Operations M/057/002 at Great Salt Lake Minerals Corporation (GSL) west desert operation.

Pump Station revisions are an amendment to the Mine Reclamation Plan because the changes are minor Great Salt Lake bed disturbances and can be incorporated into the next reclamation plan review.

Regards,

Mark Kaschmitter
Environmental Engineer

RECEIVED
MAY 17 2004
DIV. OF OIL, GAS & MINING



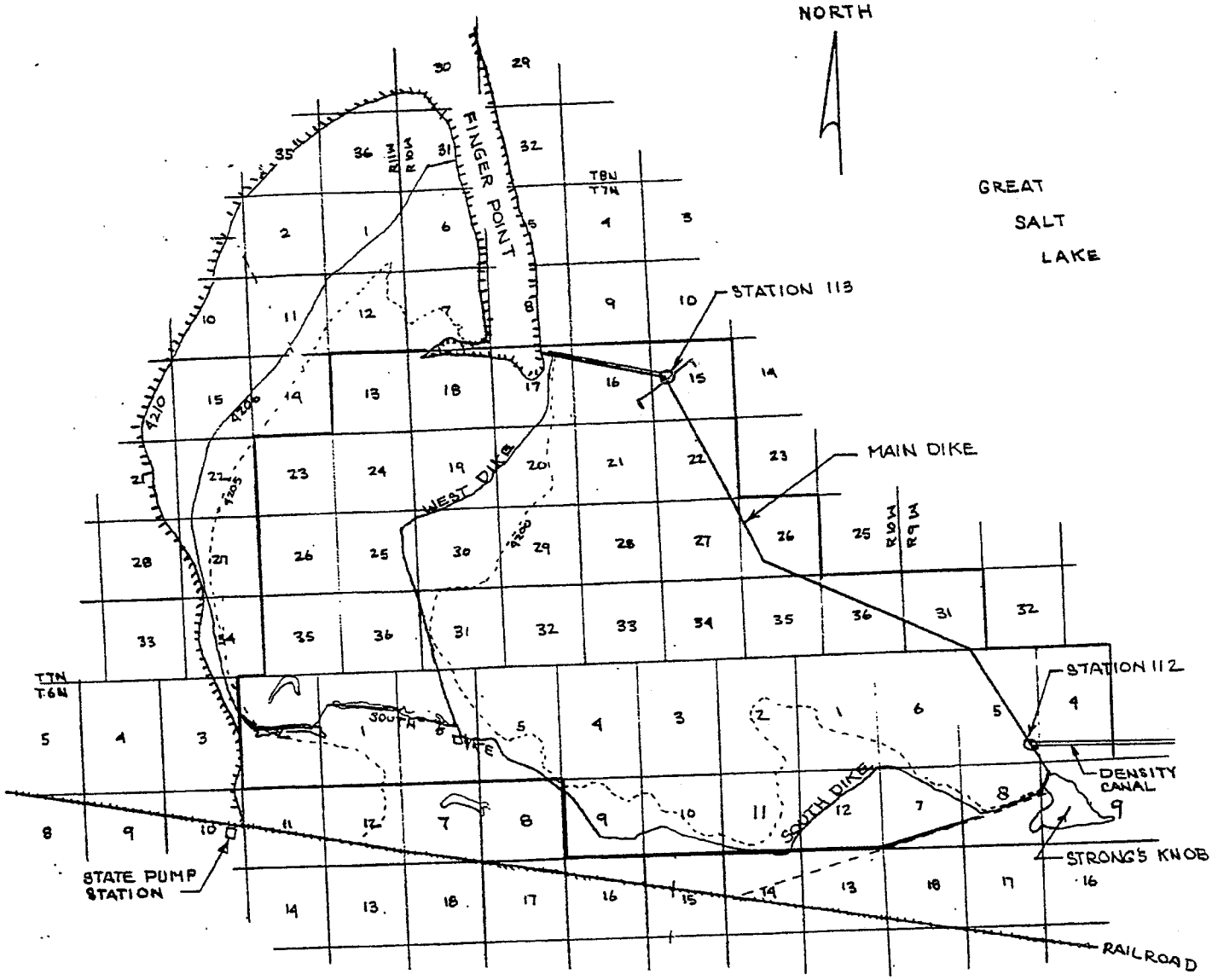
ATTACHMENT 1

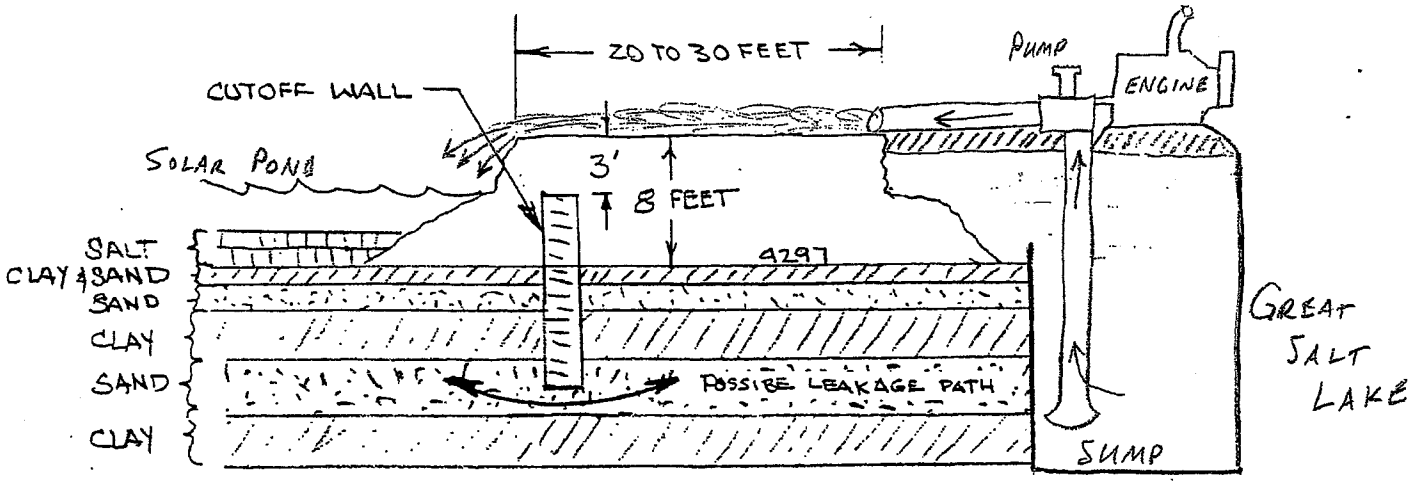
WEST POND OPERATIONS

Great Salt Lake Minerals Corp.
P.O. BOX 1190 • OGDEN, UTAH 84402
765 N. 10500 W. • OGDEN, UTAH 84404

5/10/04 MAK

ATTACHMENT 2 - PUMP STATION 113 EAST EXCAVATION





ATTACHMENT 3 - PUMP STATION CROSS SECTION

State of Utah

Department of Natural Resources

ROBERT L. MORGAN
Executive Director

Division of Oil, Gas & Mining

LOWELL P. BRAXTON
Division Director

OLENE S. WALKER
Governor

GAYLE F. McKEACHNIE
Lieutenant Governor

July 19, 2004

CERTIFIED RETURN RECEIPT
7099 3400 0016 8896 0785

Eric Beaumont
Great Salt Lake Minerals
765 North 10500 West
P.O. Box 1190
Ogden, Utah 84404

Subject: Response to Amendment, Great Salt Lake Minerals, GLS Mine, M/057/002, Weber County, Utah

Dear Mr. Beaumont:

On May 17, 2004, we received your amendment notifying us of your need to move eight diesel driven pumps from Pump Station 113 West about one mile to the east and construct a similar pump station at 113 East. Pump Station 113 West will typically be used to pump brine from the dredged inlet canal during times of high Great Salt Lake levels. Pump Station 113 East will be used to pump brine from dredged inlet canal during times of low levels.

You requested that the surety amount remain the same until the next plan review, which would not be due until 2007. However, revising or amending your notice does require the surety amount to be adjusted. Therefore, the surety has been adjusted and escalated to year 2009, to include this amended area. Revising the entire surety at this time will relieve the necessity of having to post surety for this amended portion at this time, then again in year 2007.

A surety estimate of $462,200 is required to add this amended area and escalate the entire surety to year 2009. Before final approval of your amended notice can be granted, you must post the additional $70,500 surety. Because you have already created the work required on pump Station 113 East, you are potentially in a non-compliance situation. To avoid any enforcement action, we require that you post the surety w/in the next 30 days or notify us in writing requesting an extension and provide justification as to when this will be accomplished.

If you have your bank amend the existing Letter of Credit, no other paperwork will be required at this time. However, if you choose to post another type of surety, please contact Joelle Burns at (801) 538-5291 to obtain the current bonding forms, or you may download them off the internet at the Division's website at www.ogm.utah.gov. If you post another form of surety, a new Reclamation Contract will be required.

Thank you for your immediate attention to this letter. If you have any questions or concerns, please contact me at (801) 538-5325.

Sincerely,

Daron R. Haddock

Daron R. Haddock
Permit Supervisor
Minerals Regulatory Program

DRH:DJ:jb
Enclosure: Surety Estimate
O:\M057-Weber\M057002-GSL\Final\amend-surety-07192004.doc

RECLAMATION SURETY ESTIMATE
Great Salt Lake Minerals Corporation
Little Mountain Plant
DOGM file Number M/057/002
Prepared by Utah State Division of Oil, Gas & Mining

last revision 05/20/02
filename M057002WB2 page "estimate D8"
Weber County

-This site includes approximately 42,300 acres of evaporation ponds - 19,355 acres/Bear River Bay 23,000 acres/West Desert - 500 acre plant site - 191.8 acres of borrow areas.
-Reclamation of solar pond system by selective breaching of dikes & wave erosion.
-Reclamation of plant operations area is clean-up only - Post Mine Use - Industrial Area
-Borrow pits to be regraded & reseeded. - Strongs Knob highwall <45 degrees
-Borrow sites & acreages: Little Mountain - South 72 acres, Little Mountain - north 10 acres, Pokes Point 80 acres
-Strongs Knob 23.8 acres, Borrow #2 3 acres, Borrow # 4 3 acres.
-All structures at Finger Point pump station is to be removed.
-Strongs Knob to Finger Point dike to be breached every mile
-Access road across lake bed to be breached every 0.5 mile.

-Surety estimate increased 5/24/04 due to construction of pump station 113-East.
-All structures at pump station to be removed.
-Pump station was built in lake bed therefore does not result in an increase of acreage requiring reclamation.

Note: Unit costs shown are from 1994 reclamation estimate - escalated to 2004 costs.
-Amount of disturbed area which will receive reclamation treatments = 191.8 **acres**
-Estimated total disturbed area for this mine = 191.8 **acres**

Activity	Quantity	Units	$/unit	$	Note
Plant Site Clean-up	1	lump sum	28,650	28650	
Breach Dikes	10	each	1718	17180	
Pump Station - remove concrete & wooden structure & pum	1	lump sum	85935	85935	
Pump Station 113-East - Remove concrete and structures	1	lump sum	28100	28100	
Regrade Borrow Areas	191.8	acres	257	49293	
Reseed borrow areas	191.8	acres	501	96092	
Breach Strongs Knob road	2	each	1750	3500	
Breach Finger Point Dike	8	each	1750	14000	
Remove Finger Point pump station	1	lump sum	28070	28070	
Equipment mobilization	5	equip	2000	10000	
Reclamation supervision	12	days	400	4800	
		Subtotal		365619	
10% Contingency				36562	
		Subtotal		402181	
Escalate for 5 years at 2.82% per year				59997	
		Total		462179	
		Rounded surety amount in year 2009 $		462200	
Average cost per disturber acre =	2410				

APPENDIX 5

GREAT SALT LAKE MINERALS CORPORATION

LARGE MINE PERMIT M/057/02 CONSOLIDATION

Box Elder and Weber Counties, Utah

May 2009

North American Exploration, Inc.
447 North 300 West, Suite 3
Kaysville, Utah 84037
(801) 544-3421

Sept. 2004 M/057/002

Great Salt Lake Minerals Corporation

765 North 10500 West; Ogden, UT 84404 Phone: 732-3251 Fax: (801) 731-4881

9/10/04

Daron Haddock
Permit Supervisor, Minerals Reclamation Program
Utah DNR Division of Oil, Gas, and Mining
1594 West North Temple, Suite 1210
Salt Lake City, Utah 84114-5801

RECEIVED
SEP 16 2004
DIV OF OIL GAS & MINING

Dear Daron,

Submitted herewith is Notice of Intention to Revise Mining Operations M/057/002 at Great Salt Lake Minerals Corporation (GSL) Solar Pond 1B.

Pond 1B revision is an amendment to the Mine Reclamation Plan because the changes are minor Great Salt Lake bed disturbances and can be incorporated into the next reclamation plan review.

Regards,

Mark Kaschmitter
Environmental Engineer

NOTICE OF INTENT TO REVISE MINING OPERATIONS

I. General Information

1. **Name of Operator/Applicant:**
   Corey Milne, General Manager

2. **Name of Corporation:**
   Great Salt Lake Minerals Corporation

3. **Address:**
   765 North 10500 West, Ogden, Utah 84404

4. **Phone:**
   (801) 731-3100

5. **Name of Project:**
   Construction of Pond 1B
   Army Corps of Engineers Permit 190107651

6. **Previously Assigned File Number:**
   M\057\002

7. **Location of Proposed Expansion Activities:**
   Box Elder and Weber County
   Bear River Bay
   T6N R4W

8. **Ownership of Land Surface:**
   State of Utah

9. **Ownership of Minerals:**
   State of Utah

10. **Utah Mining Claim:**
    Mining by solar evaporation is authorized by Royalty Agreement No. 19024 dated September 1, 1962

11. **Utah State Leases:**
    New operations features are covered by State of Utah Mineral Leases

II. Pond 1B Drawing (Attachment 1)

III. Operation Plan

GSL operates solar ponds in Bear River Bay. Various salts are harvested from the ponds as raw material for production of Sulfate Of Potash, Sodium Chloride, and Magnesium Chloride. The receding Great Salt Lake level has made it feasible to construct a clay dike in 2004 and cap with rock in 2005.

IV. Impact Assessment

GSL's ponds are used solely for solar evaporation. The mudflat is currently dry and unvegitated so environmental effects will be deminimus. Public access is restricted and hunting is prohibited.

V. Reclamation Plan

The new features are Lake bed disturbances. Reclamation will occur naturally with Great Salt Lake wave action

VI. Variance

R647-4-107-1.1.11 Operation Practice
Surface evaporation operations do not have mine shafts and/or tunnels.
GSL is under OSHA regulatory jurisdiction so the MSHA regulatory reference is not applicable.

VII. Surety

GSL believes the new operations features would be considered an amendment and thus the surety amount remains the same until the next reclamation plan review.

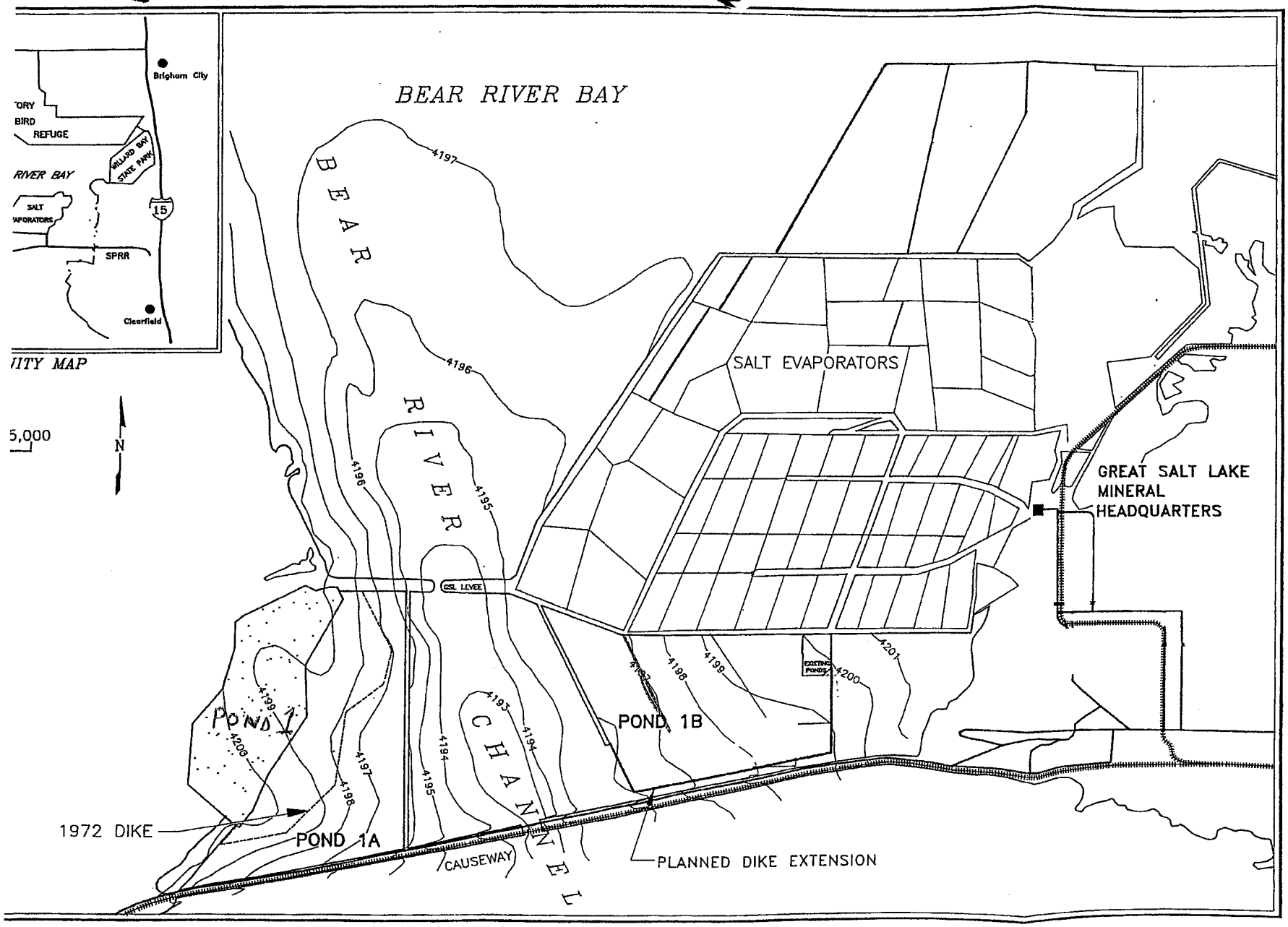
VIII. Signatory Requirement

I hereby certify that the foregoing is true and correct.

Corey R Milne — 9/10/04

Signature of Authorized Officer/Representative — Date

Corey Milne
General Manager


BEAR RIVER BAY
Brigham City
REFUGE
MILLARD BAY STATE PARK
RIVER BAY
SALT EVAPORATORS
15
SPRR
Clearfield
ITY MAP
5,000
N
BEAR RIVER CHANNEL
SALT EVAPORATORS
GREAT SALT LAKE MINERAL HEADQUARTERS
GSL LEVEE
EXISTING PONDS
POND 1B
POND 1A
1972 DIKE
CAUSEWAY
PLANNED DIKE EXTENSION
4197
4196
4195
4194
4193
4198
4199
4200
4201
4209

State of Utah

Department of Natural Resources

ROBERT L. MORGAN
Executive Director

Division of Oil, Gas & Mining

LOWELL P. BRAXTON
Division Director

OLENE S. WALKER
Governor

GAYLE F. McKEACHNIE
Lieutenant Governor

October 8, 2004

Corey Milne, General Manager
Great Salt Lake Minerals Corporation
765 North 10500 West
Ogden, Utah 84404

Subject: Formal Approval of Notice of Intention to Revise Mining Operations, Great Salt Lake Minerals Corporation, GSL Mine, M/057/002, Weber County, Utah

Dear Mr. Milne:

On September 16, 2004, we received your submission to revise the mining operations at the Great Salt Lake minerals Solar Pond 1B. Because this is not a significant change in your plan, the Division will consider this as an amendment rather than a revision. ***The Division hereby grants its final approval of your notice of intention to revise mining operations for the GSL Mine.*** You may now begin the construction and operation of Pond 1B as outlined in your revised mining notice of intention.

As noted in your application, this pond is being constructed below the meander line of the Great Salt Lake. Because this pond is being constructed wholly within the bed of the Great Salt Lake reclamation liabilities will be minimal. Therefore, the impacts of these changes will be incorporated in our next reclamation plan review.

Thank you for submitting sufficient information to expedite the approval of this revision. Please call me at (801) 538-5325 or Doug Jensen at (801) 538-5382, if you have any questions.

Sincerely,

Daron R. Haddock
Permit Supervisor
Minerals Regulatory Program

DRH:DJ:jb
Enclosure
cc: Mark Kaschmitter, Great Salt Lake Mineral Corp.
O:\M057-Weber\M057002-GSL\final\Apvl-amend-10082004.doc