

## **VOLUNTARY AGREEMENT REGARDING WATER CONSERVATION ON GREAT SALT LAKE**

This VOLUNTARY AGREEMENT REGARDING WATER CONSERVATION ON GREAT SALT LAKE (this “Agreement”) is made and entered into this 30<sup>th</sup> day of December, 2024 (the “Effective Date”), by and between NORTSHORE LIMITED PARTNERNSHIP, a Utah limited partnership with a Utah address of 2720 Wadman Drive, Ogden, UT 84401 (“NorthShore”) and the UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS, a division of the State of Utah Department of Natural Resources, with an address of 1594 West North Temple, Suite 3520, P.O. Box 146301, Salt Lake City, Utah 84116-6301 (“FFSL”). NorthShore and FFSL may sometimes be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

A. Pursuant to a lease with FFSL, NorthShore has processed brines on Great Salt Lake since 1996. Brine from Great Salt Lake is pumped into an upland pond where the sun and wind naturally evaporate the water to produce concentrated brines. Given the critical importance of Great Salt Lake to NorthShore’s operations, NorthShore is committed to using water efficiently and collaborating with other stakeholders to achieve responsible and sustainable water use.

B. FFSL is the management authority for sovereign lands and manages Great Salt Lake sovereign land in a manner that recognizes FFSL’s duty to manage public trust assets and balances enumerated public interest benefits and policies (“FFSL’s Management Duties”). *See generally* Utah Code Title 65A, Chapter 10.

C. On January 16, 2024, Great Salt Lake Commissioner Brian Steed (appointed by Governor Spencer Cox in 2023) released the Great Salt Lake Strategic Plan (the “Strategic Plan”). The Strategic Plan identified a low-end elevation for the South Arm of Great Salt Lake at 4,190 feet, an intermediate elevation at 4,195 feet, and a target elevation range starting at 4,198 feet.

D. NorthShore owns perfected Water Right No. 13-3723 (the “Water Right”) which authorizes NorthShore to divert 125 acre-feet of water from Great Salt Lake. NorthShore uses water under the Water Right for the extraction of mineral salts, with fully consumptive historic uses, including at its evaporation ponds.

E. FFSL has authority under Utah Code Section 73-3-30(2) to file a permanent change application with NorthShore on the Water Right to contribute to the reasonable preservation or enhancement of the natural aquatic environment on sovereign lands.

F. When the elevation of the South Arm of Great Salt Lake is below the target range of 4,198 feet in elevation, NorthShore agrees to reduce its water consumption under the Water Right in accordance with a binding schedule set forth in this Agreement. The water consumption

limits shall be based on Great Salt Lake elevations as described in this Agreement. The unused water under the Water Right in any given year pursuant to the terms of this Agreement is referred to in this Agreement as the “In-Stream Flow Water.”

G. To facilitate the Parties’ mutual desire to support the policy of the state of Utah to retain more wet water in Great Salt Lake, the Parties desire to file an Application for Permanent Change of Water on the Water Right authorizing FFSL to beneficially use the In-Stream Flow Water on sovereign lands for FFSL’s Management Duties, to contribute to the reasonable preservation or enhancement of the natural aquatic environment, and for the propagation or maintenance of wildlife in Great Salt Lake.

H. The Parties understand and acknowledge that this Agreement is both a “voluntary agreement” and a “voluntary arrangement” under House Bill 453, “Great Salt Lake Revisions,” adopted during the 2024 General Session of the Utah State Legislature, and which became effective May 1, 2024 (“House Bill 453”).

NOW, THEREFORE, in consideration of NorthShore’s delivery of the In-Stream Flow Water to FFSL and the mutual promises of the Parties and other good and valuable consideration, the Parties agree as follows:

## **AGREEMENT**

### **I. The Water Right**

#### **1. Permanent Change Application.**

a. NorthShore, with FFSL’s assistance, shall prepare an Application for Permanent Change of Water on the Water Right under Utah Code Sections 73-3-30(2)(a) and 73-3-30(2)(c)(1)(C) (the “Permanent Change Application”). The Permanent Change Application shall add FFSL-managed sovereign lands below the meander line, completed in 1966, of Great Salt Lake unless otherwise established by court order or negotiated boundary settlement, as additional places of use for the Water Right. FFSL’s Management Duties, as well as the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife, shall also be added by the Permanent Change Application as authorized uses of the Water Right.

b. NorthShore shall sign the Permanent Change Application as the “Owner” of the Water Right, and FFSL shall sign as an “Interested Party.” The Permanent Change Application shall be substantially the same as the form attached as **Exhibit A**.

c. NorthShore shall file and prosecute the Permanent Change Application to Final Approval at its cost, except as otherwise stated in this Agreement. As used in this Section and throughout this Agreement, “Final Approval” means that the Utah State Engineer has issued an Order approving a Permanent Change Application consistent with its terms as filed or other terms acceptable to the Parties and that the Order is no longer subject to any administrative or judicial appeals. FFSL shall cooperate with and provide technical and other assistance to NorthShore in prosecuting the Permanent Change Application to Final Approval.

d. If any protests to the Permanent Change Application are received, the Parties shall work together to develop and address responses to the protests, requests for reconsideration, and/or judicial appeals, if any, that may be filed in relation to the Permanent Change Application.

2. Water Consumption Limits under Water Right. Upon Final Approval of the Permanent Change Application, NorthShore shall limit its diversions under the Water Right as provided in this Agreement.

a. On June 15 of each calendar year, FFSL shall document the mean daily elevation of the South Arm of Great Salt Lake (the “South Arm Elevation”). FFSL shall utilize provisional data as reported by United States Geological Survey for Gage 10010000, Great Salt Lake at Saltair Boat Harbor.

b. No later than June 20 of each calendar year, FFSL shall provide the South Arm Elevation, including data supporting the measurement, to NorthShore in accordance with Section II.2 of this Agreement.

c. In the calendar year following the measurement taken pursuant to Section I.2.a. of this Agreement, NorthShore shall use the Water Right as follows:

- i. *South Arm Elevation at or above 4,198.00 feet*: May divert up to all of the Water Right (up to 125 acre feet).
- ii. *South Arm Elevation of 4,197.99 to 4,195.00 feet*: May divert up to 103.75 acre-feet (approximately 83%).
- iii. *South Arm Elevation of 4,194.99 to 4,193.00 feet*: May divert up to 62.50 acre-feet (approximately 50%).
- iv. *South Arm Elevation of 4,192.99 to 4,190.01 feet*: May divert up to 37.50 acre-feet (approximately 30%).
- v. *South Arm Elevation of 4,190.00 feet and below*: No diversions of the Water Right.

d. On June 15, 2024, the South Arm Elevation was 4,195.00 feet. Thus, if the Permanent Change Application receives Final Approval in 2025, NorthShore shall limit its diversions under the Water Right to 103.75 acre-feet for the 2025 calendar year.

e. Any water available above the limits outlined in this Section I.2 (up to the volume approved under the Permanent Change Application) is In-Stream Flow Water that may be used by FFSL pursuant to the Permanent Change Application. By way of example, if the South Arm Elevation measured on June 15, 2025 is 4,194.90 feet, NorthShore will limit its diversions in 2026 to no more than 62.50 acre-feet and the remaining 62.50 acre-feet will be

available for use by FFSL, in accordance with the Permanent Change Application. The water consumption limits outlined in this Section I.2. shall be incorporated into the Permanent Change Application consistent with Exhibit A.

3. Use of In-Stream Flow Water. Upon Final Approval of the Permanent Change Application, NorthShore shall limit diversions as set forth in Section I.2 above and FFSL shall use the In-Stream Flow Water as provided in this Agreement. The measured beneficial use of the Water Right for its existing uses, together with the amount of In-Stream Flow Water put to beneficial use in Great Salt Lake under the Permanent Change Application, shall not exceed the limits set by the Permanent Change Application.

a. FFSL shall use the In-Stream Flow Water if and when it is available as described in the Permanent Change Application for the reasonable preservation or enhancement of the natural aquatic environment in Great Salt Lake, the propagation or maintenance of wildlife in Great Salt Lake, and FFSL's Management Duties. FFSL shall be responsible to secure any right not already provided by statute that may be required to accept and use In-Stream Flow Water in accordance with the Permanent Change Application.

4. Potential for Increased Use by FFSL of Water under Water Right. NorthShore is committed to efficiently and sustainably using water made available from the Water Right. At times, NorthShore may be able to divert less water under the Water Right than authorized pursuant to Section I.2 of this Agreement and the Permanent Change Application. Any water that NorthShore has the right to divert pursuant to the Permanent Change Application, but does not actually divert in any given year, may be used by FFSL for FFSL's Management Duties and for the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake.

5. Full Beneficial Use. It is the intent of the Parties that the Water Right shall be put to full beneficial use by NorthShore and/or FFSL in any given calendar year following execution of this Agreement. This Section I in no way affects NorthShore's rights to use the Water Right other than as set forth under Section I.2.c of this Agreement.

6. Planning and Communication. To cooperate in achieving their mutual goal of retaining wet water in Great Salt Lake, and after Final Approval of the Permanent Change Application, the Parties shall meet as needed to coordinate use and measurement of In-Stream Flow Water.

7. Measurement and Proof of Beneficial Use on the Permanent Change Application. NorthShore shall continue measuring its diversions under the Water Right and reporting the same to the State Engineer under the Water Use Reporting Program. FFSL shall report its use of water under the Permanent Change Application as required by the State Engineer. FFSL shall aid and cooperate with NorthShore to file a Proof of Beneficial Use on the Permanent Change Application at NorthShore's request.

8. Future Change Application. FFSL acknowledges that at some point in time following the Final Approval of the Permanent Change Application, NorthShore will likely need

to add one or more points of diversion to the Water Right. FFSL agrees to cooperate with NorthShore in the filing and prosecution of any such future change application at no out-of-pocket cost to itself, so long as the application does not change the nature of use of the Water Right or otherwise conflict with the intent and purposes of this Agreement and the Permanent Change Application.

## **II. Miscellaneous Provisions**

1. NorthShore's Representations and Warranties. NorthShore represents and warrants to FFSL as of the Effective Date as follows (with the knowledge and understanding that FFSL is relying on such representations and warranties):

a. NorthShore is the sole legal owner of the Right and has the legal capacity and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement.

b. This Agreement addresses all Great Salt Lake water rights held by NorthShore, as that term is defined in Utah Code Section 73-33-101.

c. This Agreement, and any other agreements and instruments contemplated hereby, constitute legal, valid, and binding obligations of NorthShore, enforceable in accordance with their respective terms.

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

e. To NorthShore's information and belief, there are no liens, claims, assessments, other encumbrances, leases, contracts or other rights of any nature which will affect FFSL's use of the Water Right.

f. To NorthShore's actual knowledge, there are no pending annexations, condemnations, or other proceedings or litigation against or affecting any part of the Water Right and no such actions or proceedings are threatened.

g. To NorthShore's information and belief, the Water Right, in whole or in part: (i) has not been declared by a court to be forfeited or abandoned, (ii) the water authorized for diversion under the Water Right has been beneficially used so as to prevent forfeiture and abandonment of the Water Right or any lack of use associated with the Water Right is excused under Utah Code Section 73-1-4(2)(b) or (e), and (iii) is not currently subject to forfeiture or abandonment.

2. Notices. Any notice to be given under this Agreement shall be properly given by hand delivery, fax, email, or by deposit in the United States mail, postage prepaid, to the persons at the addresses listed below:

NorthShore Limited Partnership  
Attn: Bruce Anderson  
2720 Wadman Drive  
Ogden, Utah 84401  
bruce@utmin.com

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

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

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

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

5. Binding Effect. All the terms and provisions contained herein shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective officers, directors, employees, representatives, successors, and assigns.

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

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

8. Waiver. The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or of another provision of this Agreement. Any waiver shall be in writing and shall be signed by the waiving Party.

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

10. Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Voluntary Agreement Regarding Water Conservation and Mineral Leasing on Great Salt Lake as of the Effective Date.

*Signatures appear on the following page(s)*

NORTHSHORE LIMITED PARTNERSHIP

UTAH DIVISION OF FORESTRY, FIRE &  
STATE LANDS

By: Bruce Anderson  
Bruce Anderson (Dec 30, 2024 17:01 MST)  
Name: Bruce Anderson  
Its: Partner / manager  
Date: 12/30/2024

By: Jamie Barnes  
Jamie Barnes (Dec 31, 2024 09:42 MST)  
Name: Jamie Barnes  
Its: Director  
Date: 12/31/2024

**Approved as to Form:**

UTAH ATTORNEY GENERAL  
SEAN D. REYES

By: Emma Whitaker  
Emma Whitaker (Dec 30, 2024 15:06 MST)  
Name: Emma K. Whitaker

Utah Assistant Attorney General  
Counsel for Utah Division of Forestry, Fire  
and State Lands

Date: 12/30/2024

## **EXHIBIT A**

### **Form Permanent Change Application**



# APPLICATION FOR PERMANENT CHANGE OF WATER

## STATE OF UTAH

Receipt by: \_\_\_\_\_

Fee Rec.: \_\_\_\_\_

Receipt # \_\_\_\_\_

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Utah Code § 73-3-3 Annotated, as amended.

\*WATER RIGHT NO. \_\_\_\_\_ - \_\_\_\_\_

\*APPLICATION NO. a \_\_\_\_\_

Changes are proposed in (check those applicable)

☐ point of diversion    ☒ place of use    ☒ nature of use    ☐ period of use    ☐ split season    ☐ storage

### 1. OWNER INFORMATION

County Tax ID \_\_\_\_\_

Name(s): See attached Interest: \_\_\_\_\_ %

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_

2. \*PRIORITY OF CHANGE: \_\_\_\_\_ \*FILING DATE: \_\_\_\_\_

\*Is this change amendatory? (Yes/No): \_\_\_\_\_

3. RIGHT EVIDENCED BY: 13-3723

Prior Approved Change Applications for this right: \_\_\_\_\_

\*\*\*\*\*HERETOFORE\*\*\*\*\*

4. QUANTITY OF WATER: \_\_\_\_\_ cfs and/or 125 ac-ft.

5. SOURCE: Great Salt Lake

6. COUNTY: Box Elder

7. POINT(S) OF DIVERSION: \_\_\_\_\_

(1) S 726 feet W 17 feet from NE corner, Sec 9 T 11N R 9W SLBM

Description of Diverting Works: Canal and pumps

### 8. POINT(S) OF REDIVERSION

The water will be rediverted from \_\_\_\_\_ at a point: \_\_\_\_\_

Description of Diverting Works: \_\_\_\_\_

### 9. POINT(S) OF RETURN

The water will be returned to the natural stream/source at a point(s): \_\_\_\_\_

\*These items are to be completed by the Division of Water Rights

10. NATURE AND PERIOD OF USE

Irrigation:	From _____	to _____
Stockwatering:	From _____	to _____
Domestic:	From _____	to _____
Municipal:	From _____	to _____
Mining:	From _____	to _____
Power:	From _____	to _____
Other:	From <u>January 1</u>	to <u>December 31</u>

11. PURPOSE AND EXTENT OF USE

Irrigation: \_\_\_\_\_ acres. Sole supply of \_\_\_\_\_ acres.  
Stockwatering (number and kind): \_\_\_\_\_  
Domestic: \_\_\_\_\_ Families and/or \_\_\_\_\_ Persons.  
Municipal (name): \_\_\_\_\_  
Mining: \_\_\_\_\_ Mining District in the \_\_\_\_\_ Mine.  
Ores mined: \_\_\_\_\_  
Power Plant name: \_\_\_\_\_ Type: \_\_\_\_\_ Capacity: \_\_\_\_\_  
Other (describe): Mineral extraction

12. PLACE OF USE

Legal description of place of use by 40 acre tract(s):  
NWNE4 and NENE4, Sec 9 T 11N R 9W SLBM

13. STORAGE

Reservoir Name: \_\_\_\_\_ Storage Period: from \_\_\_\_\_ to \_\_\_\_\_  
Capacity: \_\_\_\_\_ ac-ft. Inundated Area: \_\_\_\_\_ acres.  
Height of dam: \_\_\_\_\_ feet.  
Legal description of inundated area by 40 tract(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*THE FOLLOWING CHANGES ARE PROPOSED\*\*\*\*\*

14. QUANTITY OF WATER: \_\_\_\_\_ cfs and/or 125 ac-ft.

15. SOURCE: Great Salt Lake

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

16. COUNTY: Box Elder

17. POINT(S) OF DIVERSION: Same as heretofore

Description of Diverting Works: \_\_\_\_\_

COMMON DESCRIPTION: \_\_\_\_\_

18. POINT(S) OF REDIVERSION

The water will be rediverted from \_\_\_\_\_ at a point: \_\_\_\_\_

Description of Diverting Works: \_\_\_\_\_

19. POINT(S) OF RETURN

The water will be returned to the natural stream/source at a point(s): \_\_\_\_\_

**20. NATURE AND PERIOD OF USE**

Irrigation:	From _____	to _____
Stockwatering:	From _____	to _____
Domestic:	From _____	to _____
Municipal:	From _____	to _____
Mining:	From _____	to _____
Power:	From _____	to _____
Other:	From <u>January 1</u>	to <u>December 31</u>

**21. PURPOSE AND EXTENT OF USE**

Irrigation: \_\_\_\_\_ acres. Sole supply of \_\_\_\_\_ acres.  
Stockwatering (number and kind): \_\_\_\_\_  
Domestic: \_\_\_\_\_ Families and/or \_\_\_\_\_ Persons.  
Municipal (name): \_\_\_\_\_  
Mining: \_\_\_\_\_ Mining District at the \_\_\_\_\_ Mine.  
Ores mined: \_\_\_\_\_  
Power: Plant name: \_\_\_\_\_ Type: \_\_\_\_\_ Capacity: \_\_\_\_\_  
Other (describe): See attached

**22. PLACE OF USE**

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

**23. STORAGE**

Reservoir Name: \_\_\_\_\_ Storage Period: from \_\_\_\_\_ to \_\_\_\_\_  
Capacity: \_\_\_\_\_ ac-ft. Inundated Area: \_\_\_\_\_ acres.  
Height of dam: \_\_\_\_\_ feet.  
Legal description of inundated area by 40 tract(s): \_\_\_\_\_

**24. EXPLANATORY**

The following is set forth to define more clearly the full purpose of this application. Include any supplemental water rights used for the same purpose. (Use additional pages of the same size if necessary). See attached

\*\*\*\*\*

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, including maps and other documents attached, at the time of filing, rests with the applicant(s).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

\*If applicant is a corporation or other organization, signature must be the name of such corporation or organization by its authorized agent, or in the name of the partnership by one of the partners.

\_\_\_\_\_  
Authorized Agent (please print)

\_\_\_\_\_  
Authorized Agent (signature)

## FILING A PERMANENT CHANGE APPLICATION

- ✓ The application form must be completed and signed by all owners.
- ✓ A fee must be submitted with the application. Cash, check or money order only.
- ✓ Include a hereafter map of the property where the water will be diverted and used. This can be a County Plat Map or other professional map that clearly shows the diversion and use of water in relation to land ownership. Water rights may become appurtenant to land on approval of this application.
- ✓ Incomplete or unclear applications will be returned to the applicant by mail.

## HOW TO FILL OUT THE APPLICATION

### *Line-by-Line Instructions*

*	The Division of Water Rights completes water right number.
*	Mark with an "X" the changes that are being made for this application.
1.	List owners, County Tax ID for property, and a mailing address.
2.	The Division of Water Rights completes the priority of change and filing date.
3.	List all water rights that are to be part of this Change Application, if applicable. (Like all water rights in a supplemental group or additional water rights that represent the sum of this change.) Also list any prior approved change applications for any of the included water rights.
<b>HERETOFORE—the following questions are how currently approved water rights and changes are filed.</b>	
4.	<b>Quantity:</b> The amount of water listed on the currently approved water right or change in cubic feet per second (cfs) and/or in acre-feet (af).
5.	<b>Source:</b> Name of a river, stream, ditch or spring where water is currently approved to be used. This could also be an underground well.
6.	<b>County:</b> Where the approved water right or change application is currently located.
7.	<b>Point of Diversion:</b> This is the legal description using direction and distance tied to the US Land Survey, such as N 200 feet W 350 feet from the SE Corner of Sec. 1, T1S, R1E, SLB&M. <b>Diverting Works:</b> List the diameter and depth of a well, or list what types of diverting works are used such as headgate, dam, weir, etc.
8.	Fill in the blanks and include a legal description using direction and distance tied to the US Land Survey where the water is rediverted, if applicable.
9.	Fill in the blanks describing water and include a legal description using direction and distance tied to the US Land Survey where the water is returned, if applicable.
10.	List the nature and period of use for each type of water use on the current water right or approved change (e.g. Irrigation from April 1 – October 31).
11.	Fill in the blanks for each type of water use being applied for. This describes the specific beneficial use the water right is currently based on. For unit measurement help, see <a href="#">The Flow Calculator</a> or <a href="#">The Use Calculator</a> .
12.	Describe the 40-acre tracts of land where the water is used (location of the beneficial use). Use a legal description for the 40-acre tracts such as NW of the SE in Sec 1, T1S, R1E, SLB&M.
13.	Fill in the blanks describing the reservoir and use a legal description for the 40-acre tracts where the reservoir is located, if applicable.
<b>HEREAFTER—the following questions are the changes you are proposing on this application.</b>	
*	<b>Note:</b> If one of the below questions does not apply to this application, leave it blank.
14.	<b>Quantity:</b> The amount of water being applied for in cubic feet per second (cfs) and/or in acre-feet (af).
15.	<b>Source:</b> Name of a river, stream, ditch or spring being used. This could also be an underground well.
16.	<b>County:</b> Where the approved water right or change application will be located.

17.	<p><b>Point of Diversion:</b> This is the legal description using direction and distance tied to the US Land Survey, such as N 200 feet W 350 feet from the SE Corner of Sec. 1, T1S, R1E, SLB&amp;M.</p> <p><b>Diverting Works:</b> List the diameter and depth of a well, or list what types of diverting works are used such as headgate, dam, weir, etc.</p> <p><b>Common Description:</b> List the closest town and describe approximately how many miles north, south, west, or east it is from the proposed point of diversion.</p>
18.	Fill in the blanks and include a legal description using direction and distance tied to the US Land Survey where the water will be rediverted, if applicable.
19.	Fill in the blanks describing water and include a legal description using direction and distance tied to the US Land Survey where the water will be returned, if applicable.
20.	List the nature and period of use for each type of water use being applied for on this application (e.g. Irrigation from April 1 – October 31).
21.	Fill in the blanks for each type of water use being changed. This describes the specific beneficial use the water right will be based on.
22.	Describe the 40-acre tracts of land where the water will be used (location of the beneficial use). Use a legal description for the 40-acre tracts such as NW of the SE in Sec 1, T1S, R1E, SLB&M.
23.	Fill in the blanks describing the reservoir and use a legal description for the 40-acre tracts where the reservoir will be located, if applicable.
24.	If there is further explanation needed fill this section out or write, “see attachment” and include additional information on another page.

## WHERE TO SUBMIT APPLICATIONS

### **Salt Lake City Office (Main)**

(801) 538-7240  
1594 W North Temple, #220  
Salt Lake City, UT 84114

### **Logan Regional Office**

(435) 752-8755  
1780 N Research Parkway, #104  
Logan, UT 84341

### **Richfield Regional Office**

(435) 896-2557  
2031 S Industrial Park Road  
Richfield, UT 84701

### **Cedar City Regional Office**

(435) 586-4231  
646 N Main St  
Cedar City, UT 84721

### **Price Regional Office**

(435) 613-3750  
319 N Carbonville Rd  
Price, UT 84501

### **Vernal Regional Office**

(435) 247-1514  
318 N Vernal Avenue  
Vernal, UT 84078

# Additional Information for NorthShore, Inc./Forestry, Fire, & State Lands Permanent Change Application

## 1. OWNER INFORMATION

**NAME:** NorthShore Limited Partnership  
**ADDRESS:** c/o Corey Anderson  
Roy, UT 84067

**INTEREST:** 100%

**NAME:** State of Utah Division of Forestry,  
Fire, & State Lands  
**ADDRESS:** 4490 N Forestdale Drive, Suite 202  
Park City, UT 84098

**INTEREST:** Interested Party

## 21. HEREAFTER PURPOSE AND EXTENT OF USE

NorthShore's Hereafter use will be the same as Heretofore. The Division of Forestry, Fire, & State Lands' Hereafter use will be for the reasonable preservation or enhancement of the natural aquatic environment and propagation or maintenance of wildlife in Great Salt Lake, and the management of sovereign lands in Great Salt Lake to manage public trust assets and balance public interest benefits and policies related to Great Salt Lake.

## 22. HEREAFTER PLACE OF USE

Same as Heretofore, and in Addition to:

ALL T 1N R 3W SLBM	ALL T 4N R 3W SLBM	ALL T 4N R 4W SLBM	ALL T 7N R 9W SLBM
ALL T 1N R 4W SLBM	ALL T 4N R 4W SLBM	ALL T 4N R 5W SLBM	ALL T 7N R 10W SLBM
ALL T 1N R 5W SLBM	ALL T 4N R 5W SLBM	ALL T 4N R 6W SLBM	ALL T 7N R 11W SLBM
ALL T 1N R 6W SLBM	ALL T 4N R 6W SLBM	ALL T 4N R 7W SLBM	ALL T 8N R 2W SLBM
ALL T 1N R 7W SLBM	ALL T 4N R 7W SLBM	ALL T 4N R 8W SLBM	ALL T 8N R 3W SLBM
ALL T 1S R 3W SLBM	ALL T 4N R 8W SLBM	ALL T 4N R 9W SLBM	ALL T 8N R 4W SLBM
ALL T 1S R 4W SLBM	ALL T 4N R 9W SLBM	ALL T 5N R 3W SLBM	ALL T 8N R 5W SLBM
ALL T 1S R 5W SLBM	ALL T 5N R 3W SLBM	ALL T 5N R 4W SLBM	ALL T 8N R 6W SLBM
ALL T 2N R 1W SLBM	ALL T 5N R 4W SLBM	ALL T 5N R 5W SLBM	ALL T 8N R 7W SLBM
ALL T 2N R 2W SLBM	ALL T 5N R 5W SLBM	ALL T 5N R 6W SLBM	ALL T 8N R 8W SLBM
ALL T 2N R 3W SLBM	ALL T 5N R 6W SLBM	ALL T 5N R 7W SLBM	ALL T 8N R 9W SLBM
ALL T 2N R 4W SLBM	ALL T 5N R 7W SLBM	ALL T 5N R 8W SLBM	ALL T 8N R 10W SLBM
ALL T 2N R 5W SLBM	ALL T 5N R 8W SLBM	ALL T 5N R 9W SLBM	ALL T 8N R 11W SLBM
ALL T 2N R 6W SLBM	ALL T 5N R 9W SLBM	ALL T 6N R 3W SLBM	ALL T 9N R 4W SLBM
ALL T 2N R 7W SLBM	ALL T 6N R 3W SLBM	ALL T 6N R 4W SLBM	ALL T 9N R 5W SLBM

ALL T 2N R 8W SLBM	ALL T 6N R 4W SLBM	ALL T 6N R 5W SLBM	ALL T 9N R 8W SLBM
ALL T 2S R 4W SLBM	ALL T 6N R 5W SLBM	ALL T 6N R 6W SLBM	ALL T 9N R 9W SLBM
ALL T 2S R 5W SLBM	ALL T 6N R 6W SLBM	ALL T 6N R 7W SLBM	ALL T 9N R 10W SLBM
ALL T 3N R 1W SLBM	ALL T 6N R 7W SLBM	ALL T 6N R 8W SLBM	ALL T 9N R 11W SLBM
ALL T 3N R 2W SLBM	ALL T 6N R 8W SLBM	ALL T 6N R 9W SLBM	ALL T 10N R 8W SLBM
ALL T 3N R 3W SLBM	ALL T 6N R 9W SLBM	ALL T 6N R 10W SLBM	ALL T 10N R 9W SLBM
ALL T 3N R 4W SLBM	ALL T 6N R 10W SLBM	ALL T 6N R 11W SLBM	ALL T 10N R 10W SLBM
ALL T 3N R 5W SLBM	ALL T 3N R 6W SLBM	ALL T 7N R 3W SLBM	ALL T 10N R 11W SLBM
ALL T 3N R 6W SLBM	ALL T 3N R 7W SLBM	ALL T 7N R 4W SLBM	ALL T 11N R 8W SLBM
ALL T 3N R 7W SLBM	ALL T 3N R 8W SLBM	ALL T 7N R 5W SLBM	ALL T 11N R 9W SLBM
ALL T 3N R 8W SLBM	ALL T 3N R 9W SLBM	ALL T 7N R 6W SLBM	ALL T 11N R 10W SLBM
ALL T 3N R 9W SLBM	ALL T 4N R 2W SLBM	ALL T 7N R 7W SLBM	ALL T 11N R 11W SLBM
ALL T 4N R 2W SLBM	ALL T 4N R 3W SLBM	ALL T 7N R 8W SLBM	

## 24. EXPLANATORY

NorthShore Limited Partnership (“NorthShore” or “Applicant”) submits the enclosed Change Application on Water Right No. 13-3723 (the “Water Right”). The Water Right authorizes the diversion of 125 acre-feet from Great Salt Lake for mineral extraction.

On December 30, 2024, NorthShore and the Utah Division of Forestry, Fire and State Lands (“FFSL”) entered into a Voluntary Agreement (“Agreement”) under which NorthShore has agreed to voluntarily limit its diversions of water under the Water Right in certain situations. When NorthShore limits its water use under the Water Right as outlined below, the portion of the Water Right that is not beneficially used by NorthShore in a given year is referred to as “In-Stream Flow Water.”

Utah Code Section 73-3-30(2)(a)(ii) allows FFSL to file a permanent change application to provide water within the state for use on sovereign lands. Utah Code Section 73-3-30(2)(c)(i) allows FFSL to file such change applications on perfected water rights which are secured by agreement. Here, FFSL has secured the authority to use the In-Stream Flow Water pursuant to the Agreement and will use the In-Stream Flow Water on sovereign lands.

Under the Agreement, NorthShore and FFSL agreed to file the Change Application as a permanent change application to allow FFSL’s use of In-Stream Flow Water for the management of sovereign lands below the meander line of the Great Salt Lake for public interest purposes, and for the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake. NorthShore will remain the owner of the Water Right; FFSL is an Interested Party with 0% ownership interest in the Water Right.

To fulfill the terms of the Agreement and ensure that the undiverted water remains in Great Salt Lake in times of shortage, the Change Application: (1) adds FFSL-managed sovereign lands below the meander line of Great Salt Lake as an additional Place of Use of the Water Right; and (2) adds use of the In-Stream Flow Water by FFSL for: (a) the reasonable preservation or enhancement of the natural aquatic environment and the propagation or maintenance of wildlife in Great Salt Lake pursuant to Utah Code Section 73-3-30(2)(b); and (b) the management of sovereign lands in the Great Salt Lake to manage public trust assets and balance public interest benefits and policies related to Great Salt Lake pursuant to FFSL's statutory authority in Utah Code Title 65, Chapter 10, as authorized beneficial uses of the In-Stream Flow Water under the Change Application.

NorthShore has agreed to limit its diversion of water under the Water Right for industrial purposes when the elevation of the South Arm of Great Salt Lake is below 4,198.00 feet. As such, NorthShore's diversion of water under the Water Right for industrial purposes will vary from year to year. Under the Agreement, FFSL shall measure the elevation of the South Arm at United States Geological Survey Gage 10010000, Great Salt Lake at Saltair Boat Harbor, on June 15 of each calendar year. In the calendar year following the measurement, NorthShore agrees to limit its diversions under the Water Right as follows:

1. South Arm Elevation at or above 4,198.00 feet: May divert up to all 125 acre-feet of the Water Right.
2. South Arm Elevation of 4,197.99 to 4,195.00 feet: May divert up to 103.75 acre-feet (approximately 83%).
3. South Arm Elevation of 4,194.99 to 4,193.00 feet: May divert up to 62.50 acre-feet (approximately 50%).
4. South Arm Elevation of 4,192.99 to 4,190.01 feet: May divert up to 37.50 acre-feet (approximately 30%).
5. South Arm Elevation of 4,190.00 feet and below: No diversions of the Water Right.

NorthShore and FFSL jointly request that the State Engineer approve the Change Application with the above-stated elevation-based diversion limits and FFSL's use of the In-Stream Flow Water as conditions to the approval. The water that NorthShore does not divert in a given year (up to the approved volume of the Water Right) will be considered In-Stream Flow Water used by FFSL. In addition, NorthShore is committed to efficiently and sustainably using water made available from the Water Right. As such, at times, NorthShore may be able to divert less water than authorized under the above-stated diversion limits. Any water that NorthShore has the right to divert but does not actually divert in any given year shall also be considered In-Stream Flow Water used by FFSL.

NorthShore's voluntary caps on diversions under the Water Right based on the elevation of Great Salt Lake, FFSL's use of the In-Stream Flow Water, and the Parties' Agreement are consistent with the policy of the state of Utah to protect and enhance Great Salt Lake.



The Agreement is binding on both Parties' successors and assigns, and it represents the Parties' long-term commitment to the protection and enhancement of Great Salt Lake. The Parties agree that the Change Application will only be valid so long as FFSL remains an Interested Party using water pursuant to the Agreement and the Change Application, and request that the State Engineer include this as a condition to the approval of the Change Application.