

AGREEMENT BETWEEN TOOELE COUNTY AND PACIFIC WEST, LLC

This Agreement made and entered into this 18th day of ~~SEPTEMBER~~, 2012, and between Tooele County, a body corporate and politic of the State of Utah, and the Pacific West, LLC regarding the acceptance of Petroleum Contaminated Soils (PCS) at the Tooele County Landfill.

WHEREAS, Tooele County and the Pacific West, LLC desire to enter into this agreement;

WHEREAS, Tooele County owns the landfill and Pacific West, LLC desires that the landfill accept PCS from Pacific West LLC;

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants and good and valuable consideration, the parties agree as follows:

SECTION I - DEFINITIONS:

A. Petroleum Contaminated Soils (PCS) - a petroleum contaminated soil which is run through a blending process using dirt and/or sand enabling the PCS to be used as road base or cover material at the Tooele County Landfill.

B. Rejects - the screened portion of the PCS which cannot be used as road base due to the size of the gravel and rock in the screening.

C. Trash - the non-usable materials left over from the PCS blending process.

D. C & D Trash - general trash not associated with the PCS blending process.

SECTION II - TOOELE COUNTY: Tooele County will accept PCS processed materials and the reject screened material loads from the current project from Pacific West, LLC.

SECTION III - PACIFIC WEST, LLC: Pacific West, LLC will do as follows:

A. Pay Tooele County at the rate of one dollar (\$1.00) per ton up to the balance of the remaining 76,000 tons of the existing project until completion of said project. Upon completion of said project, the one dollar (\$1.00) per ton fee will end and the standard Tooele County Landfill rate will

be received at the dump at no charge until September 1, 2014 or the completion of the current PCS blending process. Thereafter, the standard Tooele County Landfill rates will apply.

C. C & D Trash will be received by the Tooele County Landfill at the standard Tooele County Landfill rates.

D. Pacific West, LLC will provide all equipment (track hoes, loaders, etc.) to pull sand/dirt, load all sand/dirt, and transport back run sand from the landfill.

E. Pacific West, LLC will backhaul up to 13,000 tons of sand (as of July 1, 2012).

SECTION IV – REIMBURSEMENT: Upon completion of this agreement, any monies owed to Pacific West, LLC by Tooele County are satisfied.

SECTION V - TERMINATION: This Agreement shall take effect upon its execution by the parties and shall remain in full force and effect until all obligations hereunder are fulfilled or unless terminated pursuant to a material breach. A material breach of this agreement by any party is grounds for termination immediately, if such breach is not remedied after fifteen (15) days' written notice is given to the defaulting party.

SECTION VI – NOTICE: Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

Tooele County: Tooele County Commission
 47 South Main Street
 Tooele, Utah 84074

Pacific West, LLC: Jay Harwood
 1515 West 2200 South, Suite C
 Salt Lake City, UT 84119

SECTION VII – SEVERABILITY: If during the term of this agreement it is found that a specific clause is declared to be unlawful, the remainder of the agreement not affected by such a ruling shall remain in full force.

SECTION VIII – SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives.

SECTION IX – COST OF DEFAULT: In the event of default by any party hereto, the defaulting party shall pay all costs and expenses of each other party, including

a reasonable attorney's fee, which may be incurred by such party in enforcing its rights and remedies resulting from such default.

SECTION X – ENTIRE AGREEMENT: It is expressly understood that this Agreement and any documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof. Any and all prior understandings or commitments of any kind, oral or written, pertaining thereto are hereby canceled. If any restrictive provisions hereof are found to be unreasonable in extent and unenforceable, but would be enforceable if the extent of such restriction were reduced or modified, then such restriction shall apply with such reduction or modification as may be necessary to render it valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

TOOELE COUNTY




Colleen Johnson, Chairman

PACIFIC WEST, LLC



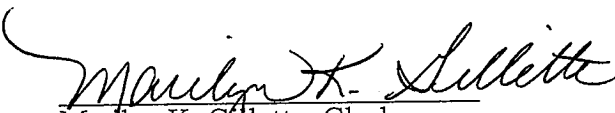
Jay Harwood, Managing Member

APPROVED AS TO FORM:



Doug Hogan
Tooele County Attorney

ATTEST:



Marilyn K. Gillette, Clerk

