

Agreement Between Tooele County and Pacific West, LLC

This Agreement made and entered into this the 1st day of April 2015 and between Tooele County, a body corporate and politic of the State of Utah, and Pacific West, LLC regarding the purchase of bank run sand from the Tooele County Landfill.

Whereas, Tooele County and Pacific West, LLC desire to enter into this Agreement;

Whereas, Tooele County owns the bank run sand at the landfill and Pacific West, LLC desires to purchase a large amount of bank run sand from the landfill;

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

Section I - Bank Run Sand: Tooele County agrees to sell to Pacific West, LLC up to 25,000 tons of bank run sand from the landfill for \$2.00 per ton. Tooele County will send an invoice monthly to Pacific West, LLC and payment will be due 30 days from mailing of the invoice.

Section II – Termination: This Agreement shall take effect upon its execution by the parties and shall be completed no later than April 1, 2018.

Section III – 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, Utah 84119

Section IV – 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 V – 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 VI – 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 a party in enforcing its rights and remedies resulting from such default.

Section VII – 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 understanding 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 the Agreement the date and year above written.

Tooele County

Wade B. Britton

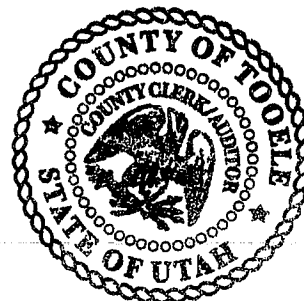
Approved as to form:

Pacific West, LLC

[Signature]

Attest:

Marilyn K. Seltzer



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Tooele County

Wade B. Britton

Approved as to form:

Scott A. Buehler

Pacific West, LLC

[Signature]

Attest:

Marilyn K. Seltette

