

GRAVEL SURCHARGE AGREEMENT

On this 27th day of October, 2023, **Superior Sand & Gravel LLC**, located at 837 E. 1200 S., Orem, Utah 84097 (hereinafter "Superior"), and **Tooele County**, a political subdivision of the State of Utah, located at 47 South Main Street, Tooele, Utah 84074 (hereinafter "County") enter into the following Agreement.

RECITALS

1. Superior wishes to open and operate a gravel extraction operation located near Bauer Road in the unincorporated area of Tooele County. The parcel of land which will be used as a gravel pit has the TAX ID of 06-017-B-0041.
2. County is concerned about the additional impact such an operation will have on roads throughout the County.
3. Superior has offered to pay to County a surcharge of \$0.05 (Five cents) per tonnage for gravel extracted, with this amount increasing as per this Agreement, from this operation to mitigate the impact its operation will have on county roads.

AGREEMENT

1. Superior agrees to pay to County a surcharge of \$0.05 (Five cents) per tonnage for gravel extracted from this operation to mitigate the impact its operation will have on county roads. This surcharge will be paid to County quarterly. This surcharge will continue for the life of the gravel operation and increase \$0.01 (One cent) every 2 (Two) years from the year extraction operations begin.

2. If requested by County, Superior shall, when making the quarterly payments referenced above, provide receipts for all transactions as a form of accounting to County.

3. Superior agrees to obtain a business license in Tooele County and, whenever possible, that sales tax revenue will stay in and be paid to Tooele County. A conditional use permit will not be granted until such time that Superior has applied for the proper business license in Tooele to operate and sell gravel from its gravel pit.

4. During which time the gravel pit is in operation, Superior will meet any State air quality requirements, while excavating such materials.
5. During which time the gravel pit is in operation, Superior will conduct weekly safety inspections of all equipment and weekly safety meetings will be held by its staff.
6. The parties agree that the execution of this agreement does not guarantee that County will approve any future land use applications, including rezone and conditional use applications.
7. Superior agrees to disclose this Agreement to any future owner of the gravel pit and/or property and convey in writing to any future owner that this Agreement shall be assumed by any future owner of the gravel pit and/or property. The assuming party shall have all the same obligations as Superior, and this Agreement shall be assumed by any additional future owner.
8. The terms of this Agreement shall be binding on each assuming party and shall be interpreted as if the assuming party was originally Superior when Superior entered into this Agreement.
9. 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.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives.
11. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

12. Superior shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to Superior's tortious acts, gross negligence, and its obligations pursuant to this Agreement.

13. 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.

14. This Agreement, including any attached exhibits, constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subject(s) of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this Agreement.

15. Other than the obligations set forth in this Agreement, the Parties each acknowledge and agree that no additional consideration is required or owing to the other, and that sufficient consideration has passed between them to render the Agreement valid and enforceable.

16. County is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act ("the Act"), Title 63G, Chapter 7, Utah Code. County does not waive any procedural or substantive defenses or benefits provided or to be provided by the Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by County under this Agreement are expressly limited to the amounts identified in the Act.

TOOELE COUNTY:

SUPERIOR SAND & GRAVEL LLC:



By: Andy Welch
Tooele County Manager



By: Randy Hunt
Manager

APPROVED AS TO FORM:



Nathan Harris
Deputy County Attorney