

LEASE AGREEMENT BETWEEN TOOELE COUNTY
AND PACIFIC WEST, LLC

This Agreement made and entered into this 18th day of Sept., 2012, and between Tooele County, a body corporate and politic of the State of Utah, and the Pacific West, LLC regarding the lease of two acres of 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 to lease up to two acres of the landfill in order to blend onsite the petroleum contaminated soils (PCS) it transports to the landfill from the Northwest Drainline Project (approximately 25,000 tons.) Pacific West will pay the Tooele County landfill one dollar (\$1.00) per ton of PCS soils coming into the landfill to be blended and processed.

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

SECTION I - PACIFIC WEST, LLC: Pacific West, LLC will be responsible to do as follows:

- A. All site preparation before PCS materials are allowed at the landfill including, but not limited to, site drainage, burns, and containment.
- B. Return the leased site to original state upon completion of this lease.
- C. Pacific West shall supply Tooele County Solid Waste with copies of current analytical reports for the soils of the above named project.

SECTION II – DURATION: The duration of this agreement shall be from August 1, 2012 to July 31, 2014. Either parties has the option to terminate this agreement with 30 days written notice to the other party. The terminating party shall pay additional reasonable costs incurred by the non-terminating party.

SECTION III - 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 IV – 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 V – 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 VI – 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 VII – 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 VIII – 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.

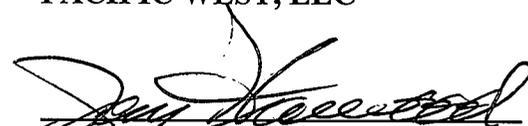
IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

TOOELE COUNTY



Colleen Johnson, Chairman

PACIFIC WEST, LLC



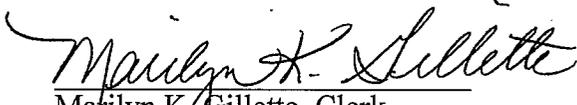
Jay Harwood, Managing Member

APPROVED AS TO FORM:



Doug Hogan
Tooele County Attorney

ATTEST:



Marilyn K. Gillette, Clerk

