

EQUIPMENT EXCHANGE AGREEMENT BETWEEN BLANDING CITY AND SAN JUAN COUNTY LANDFILL

This Agreement is entered into this ____ day of _____, 2025, by and between **Blanding City**, a Utah municipal corporation ("City"), and **San Juan County**, a subdivision of the State of Utah (County) for its Landfill Department ("Landfill").

1. PURPOSE

The purpose of this Agreement is to formalize the terms of an exchange whereby Blanding City will transfer ownership of one (1) CASE backhoe to the San Juan County Landfill in consideration for a waiver of landfill fees related to demolition debris disposal.

2. EQUIPMENT TRANSFER

Blanding City agrees to transfer full ownership of the following equipment to the San Juan County Landfill:

- **Type:** CASE 580 Super K
- **VIN:** JJG0174061
- **Condition:** As-is, where-is, with no warranties expressed or implied.

Upon execution of this agreement and delivery of the equipment, San Juan County shall assume full ownership, responsibility, and liability for the equipment.

3. FEE WAIVER

In consideration of the equipment described above, the San Juan County Landfill agrees to waive all tipping and disposal fees related to the demolition debris generated from the removal of the Blanding City-owned structure located at:

- **Address:** Corner Lot, 200 South Main Street, Blanding, Utah.

This waiver applies solely to material originating from this specific demolition project and does not extend to other city projects or third-party materials.

Any knowledge of hazardous materials or hazardous materials discovered on site shall be communicated to the Landfill personnel.

4. EQUIPMENT

San Juan County will pick up the CASE Backhoe after this contract is formally approved by both the Board of San Juan County Commissioners and the Blanding City Council.

5. REPRESENTATIONS AND UNDERSTANDINGS

- Both parties acknowledge that the backhoe is provided in “**as-is**” condition.
- This agreement is a one-time exchange and does not create an ongoing obligation.
- No monetary payment will be made by either party beyond the exchange agreed upon herein.

6. ENTIRE AGREEMENT

This document contains the entire agreement between the parties and supersedes any previous verbal or written agreements. Any amendments shall be in writing and signed by both parties.

7. SIGNATURES

BLANDING CITY

By: _____

Trent Herring, City Manager

Date: _____

SAN JUAN COUNTY

By: _____

Silvia Stubbs, Commission Chair

Date: _____