



1825 North Mountain Springs Pkwy. • Springville, UT 84663 • Phone: (801) 491-8898 • Fax: (801) 491-8883

## Land Lease & Disposal Agreement

This agreement, a contract, sets forth the terms below as a binding agreement VanCon Inc. and Santaquin City, a political subdivision of the state of Utah, executed on this day \_\_\_\_\_ 2024.

The following terms are set forth:

1. The purpose of this agreement is to permit VanCon Inc. to use certain real property owned by Santaquin City, as necessary for execution of VanCon Inc.'s contract for construction of the Santaquin Reach Pipeline project, for the purpose of:
  - a. Use of the Santaquin City Landfill for disposal of concrete, asphalt, construction debris, and excess spoil within the current regulations governing the landfill.
  - b. Use of real property east of the City WRF facility land for storage and staging of material and equipment, as well as placement of the VanCon Inc. office trailer.
  - c. Use of extra casings under railroad tracks, adjacent to WRF for bypass of utility lines as required during course of construction.
  - d. Use of Santaquin City property adjacent to Ginger Gold Road (Utah County Parcel Number 48:374:003 for storage and stockpiling of aggregate materials, storage and access.
2. As compensation for the use of Santaquin City properties during construction, VanCon Inc. will contribute \$40,000 to Santaquin City upon the City's request, to be used as Santaquin City sees fit in its sole discretion.
3. The attached description denotes the land to be utilized in this agreement.
4. The term of the agreement shall begin on January 1, 2024, and shall run through May 31, 2026 at which time all construction materials and equipment shall be removed, and the property shall be cleaned and restored to its original condition with clean earth fill, or to such a condition as mutually agreed by the parties.
5. All damage to the property, and damages that are in any way related to VanCon Inc.'s use of the property during the term of this agreement will be the responsibility of VanCon Inc, which shall indemnify and hold harmless the City, its officials, agents, and employs, for all such damage including but not limited to those related to the storage or use of any Hazardous Materials (as defined by state or federal law) used or stored on the property. These repairs will be at the sole expense of VanCon Inc, which shall notify Santaquin City in advance if there is or will be any Hazardous Materials onsite throughout the duration of this agreement.
6. VanCon Inc. shall remove any residual oils, greases, fluids, and ground contamination prior to the expiration of this agreement. The parties hereto will perform a walk through before and after VanCon Inc.'s occupation of any portion of the described real property.
7. Santaquin City reserves the right to enter and use the subject properties so long as there is no disturbance to the materials and equipment stored on site.

The above terms have been reviewed and are in mutual agreement between both VanCon Inc. and Santaquin City.



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SANTAQUIN CITY

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel M. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Amalie R. Ottley, City Recorder

VANCON, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Office Trailer

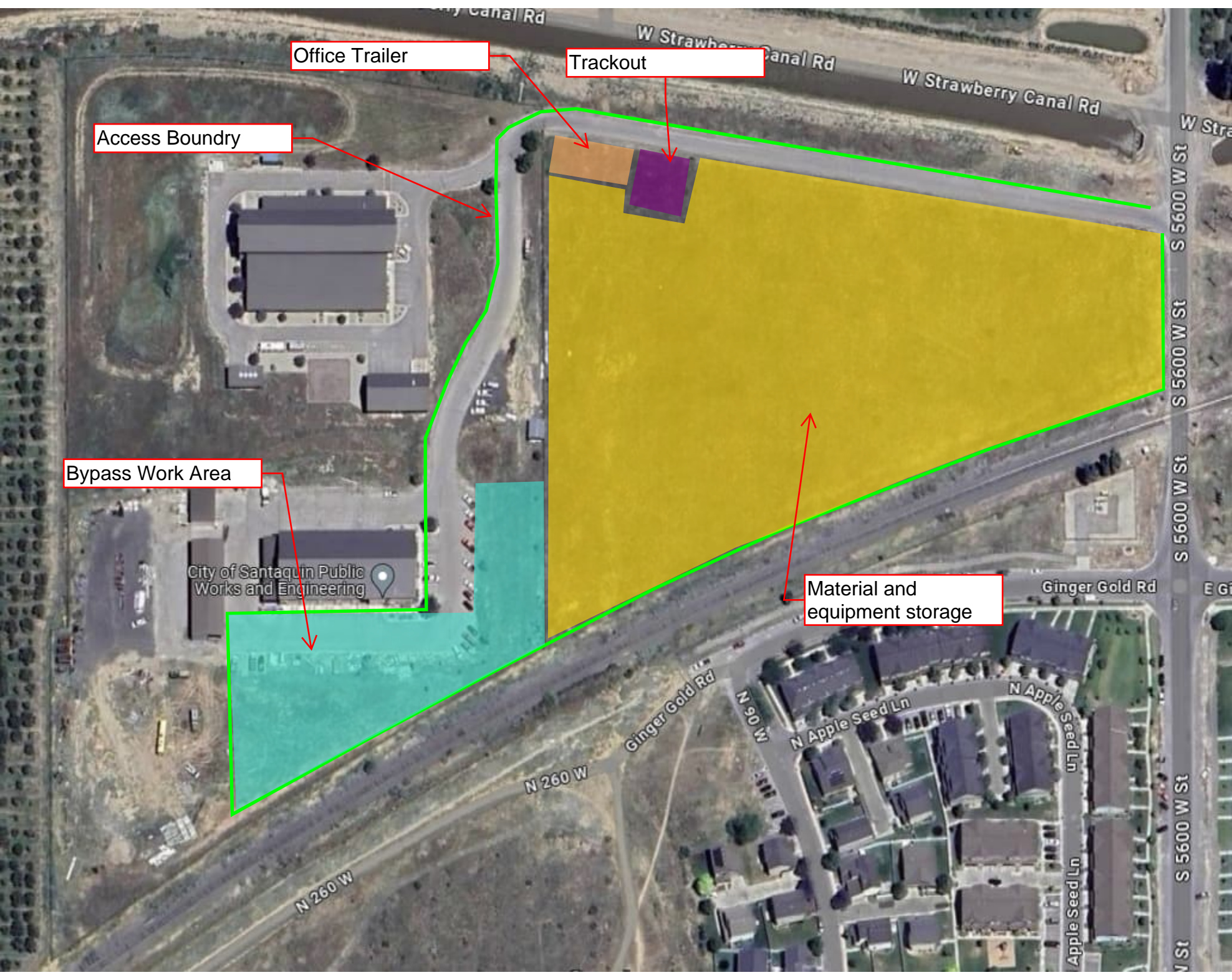
Trackout

Access Boundry

Bypass Work Area

Material and equipment storage

City of Santaquin Public Works and Engineering







Santaquin Landfill  
use for dumping of  
spoils, construction  
debris as necessary.

Does this landfill  
need Cultural  
Clearance?

Cherry Hill Farms  
Temporarily closed

Lark Rd

Grand Army of the Republic Hwy

W 200 N

Summit Ridge Pkwy

Grand Army of the Republic Hwy

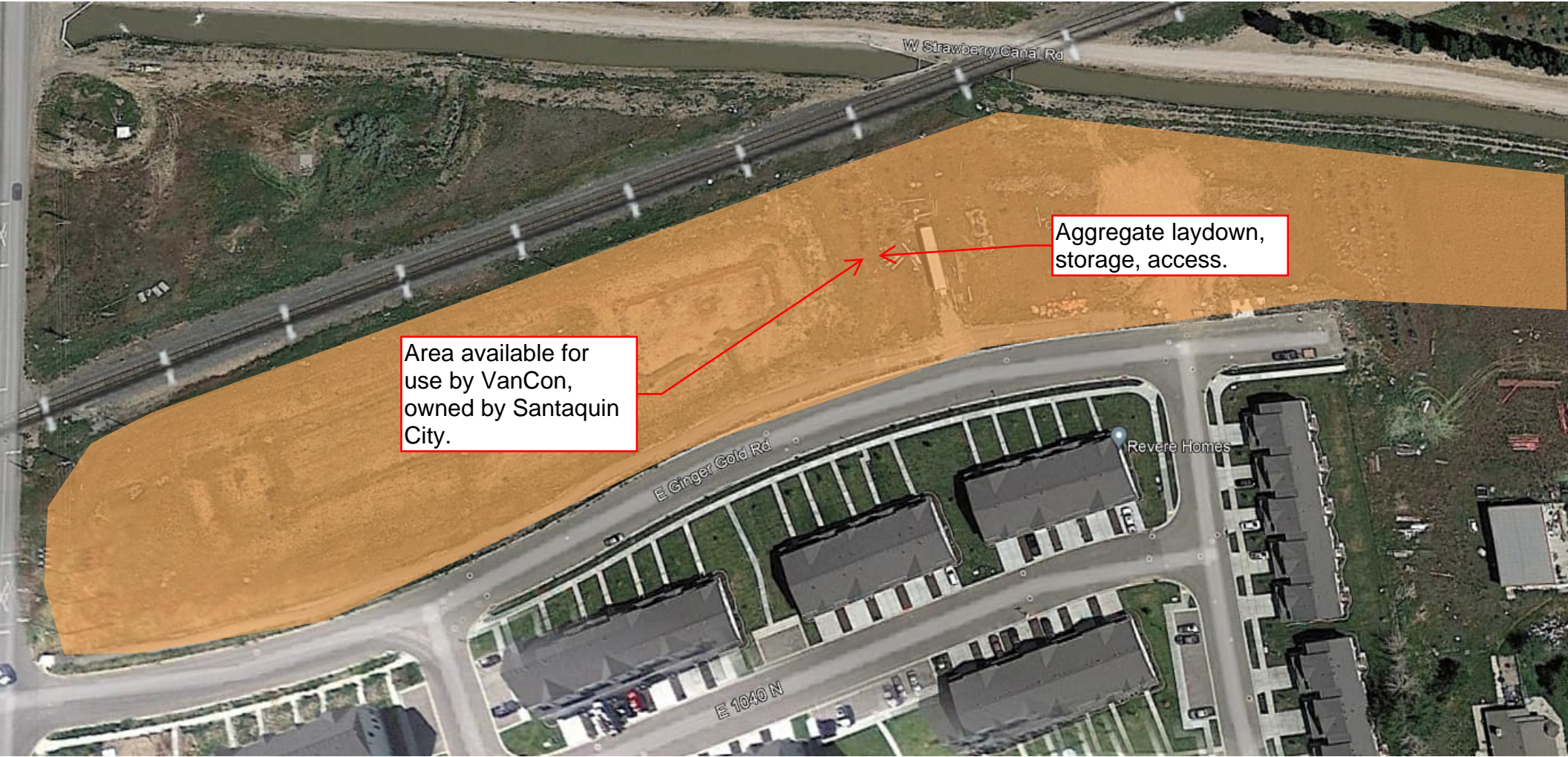
Lark Rd

6

6

Grand





Area available for use by VanCon, owned by Santaquin City.

Aggregate laydown, storage, access.