

Land Lease & Disposal Agreement

This agreement, a contract, sets forth the terms below as a binding agreement between VanCon Inc., a Utah corporation, and Santaquin City, a political subdivision of the state of Utah, executed on this ___ day of _____, 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 Central Utah Project Santaquin Reach Pipeline project, for the purpose of:
 - a. Use of the Santaquin City Landfill for a temporary concrete batch plant, including materials staging, a water line connection, and other necessary appurtenances.
2. As compensation for the use of Santaquin City properties during construction, VanCon Inc. will contribute \$20,000, 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 May31, 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 condition as mutually agreed by the parties.
5. All damages 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 employees, for all such damages 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.

SANTAQUIN CITY

Date: _____

Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, City Recorder

VANCON, INC.

Date: _____

By: _____

Its: _____