

**AGREEMENT FOR THE DEVELOPMENT OF AND OPERATION OF
A MUNICIPAL SOLID WASTE FACILITY**

THIS AGREEMENT is made and entered into by and between South Jordan City, hereinafter referred to as "South Jordan," and Trans-Jordan Cities ("Trans-Jordan"), a political subdivision of the State of Utah, created and operated under the provisions of the Interlocal Cooperation Act of the State of Utah, hereinafter referred to as "Trans-Jordan"; and Murray City Corporation, hereinafter referred to as "Murray"; Midvale City, hereinafter referred to as "Midvale"; Sandy City, hereinafter referred to as "Sandy"; and West Jordan City, hereinafter referred to as "West Jordan".

WHEREAS, Trans-Jordan has operated and is presently operating a sanitary landfill ("Landfill") in Salt Lake County pursuant to an Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement ("Interlocal Agreement"); and

WHEREAS, Trans-Jordan has purchased additional adjacent acreage to be utilized for municipal solid waste purposes; and

WHEREAS, a portion of the additional acreage is located in unincorporated Salt Lake County and the remainder is located within the corporate limits of South Jordan; and

WHEREAS, South Jordan desires to become a full participating member of the Trans-Jordan Cities organization and has been invited by Trans-Jordan to become a member; and

WHEREAS, South Jordan and Trans-Jordan have each expressed a willingness to adopt resolutions authorizing the execution of the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein and in reliance thereon it is agreed by and between the parties as follows:

1. South Jordan and Trans-Jordan shall each adopt resolutions authorizing South Jordan to enter into the Interlocal Agreement as a full and equal member as one of the Trans-Jordan Cities. The resolutions shall be substantially in the form of Exhibit "A", attached hereto.

2. In consideration for becoming a full and equal member of Trans-Jordan Cities, South Jordan shall pay a purchase price of \$1,900,000.00 to Trans-Jordan which sum represents its proportionate share of equity in the facility. The purchase price shall be paid as follows:

a. Quarterly payments of \$11.00 per ton for municipal solid waste deposited in the Landfill by South Jordan, from and after October 1, 1996, subject to the payment cap provided in subparagraph d.

b. The quarterly payments shall be paid on waste deposited until September 1, 2005 or until the principal sum is paid in full, whichever occurs first. If, by September 1, 2005, the principal sum has not been paid in full, any remaining balance shall be forgiven. All payments shall be made in a timely manner.

c. No interest shall accrue or be paid on the principal sum of the purchase price.

d. At no time shall the aggregate of South Jordan's member charges required under the Interlocal Agreement plus the purchase installments paid by South Jordan in any quarter exceed the amount of a non-member would be required to pay to deposit the same amount of municipal solid waste during the same quarter.

3. South Jordan, at its sole expense not exceeding \$200,000.00, shall provide culinary water service to the Trans-Jordan property, including the setting and installation of the meter box, yoke and meter, through an 8" water line having a static and residual pressure of not less than 40 pounds per square inch. The water line shall be installed in a mutually satisfactory alignment and location according to the plans and specifications proposed by Trans-Jordan or its designated engineer as represented in Exhibit "B" attached hereto. Such service shall be installed on or before the 1st day of April, 1997. South Jordan, at its sole option, may pay Trans-Jordan the sum of \$200,000 which shall relieve South Jordan from the obligation to install the line. Trans-Jordan shall then cause said line to be installed without additional cost to South Jordan. Trans-Jordan shall pay to South Jordan the applicable charges for water consumption as billed. Such charges shall be consistent with the rates charged to other industrial establishments within South Jordan. South Jordan shall not be required to provide any mandatory in-kind contribution to Trans-Jordan in the future without South Jordan's written consent.

4. South Jordan and the other Trans-Jordan member entities each agree to actively support Trans-Jordan's pending application for a permit to operate and expand the Trans-Jordan Landfill to the Department of Environmental Quality or any other governmental entity that may have regulatory authority over the landfill site.

5. South Jordan agrees not to charge or impose any tax, assessment or fee for the operation of, transportation to or from, the landfill such as, but not limited to, a gross receipt's tax, business license fee, franchise fee, host fee, or special improvement district assessment.

6. South Jordan agrees to pay any and all of the assessments that may be assessed to member entities of Trans-Jordan in accordance with the terms of the Interlocal Agreement.

7. South Jordan shall provide all of the municipal services to the Trans-Jordan property in a similar manner, quality, quantity and cost as provided to other industrial properties. Municipal services shall include, but not limited to, water, police, EMT, and fire. However, pursuant to interlocal agreements and first response understandings between the municipalities of the south Salt Lake valley, Trans-Jordan understands that the fire and emergency medical services may be provided by other governmental entities.

8. South Jordan and Trans-Jordan shall conclude the pending disconnection lawsuit, Civil No. 950907662CV by entering into a consent decree. The parties hereto each consent to the jurisdiction of the Third Judicial District Court so that the provisions of this Agreement may be entered in a consent decree issued by that Court as part of its order in the disconnection lawsuit. The purpose of the consent decree is to make permanent the obligations entered into by the parties herein.

9. The pending boundary adjustment between Sandy City and South Jordan shall be completed and the related disconnection lawsuit Civil No. 940906003CV dismissed as a condition to and simultaneous with the settlement outlined herein.

10. Any notices required to be given hereunder shall be in writing and delivered personally or mailed, postage prepaid, by United States certified mail, return receipt requested, and addressed to the parties as follows, unless a different address is later designated by a member in writing:

South Jordan
11175 South Redwood Road
South Jordan, UT 84095

Trans-Jordan Cities
C/O Murray City Corporation, Division of Finance
5025 South State
Murray, UT 84157-0520

Murray City
5025 South State
Murray, UT 84157-0520

Midvale City
80 East Center
Midvale, UT 84047

Sandy City
10000 Centennial Parkway
Sandy, UT 84070-1799

West Jordan City
8000 South Redwood Road
West Jordan, UT 84088

11. Trans-Jordan shall submit an application for a conditional use permit from South Jordan for the operation and development of the Landfill. Such application shall be promptly processed by South Jordan.

12. For purposes of establishing the responsibilities of Trans-Jordan and its member cities under federal, state, and local environmental regulatory laws, South Jordan shall be considered as a generator of the solid waste deposited in the Landfill before September 1, 1996. After said date, South Jordan shall be considered, together with the other member cities, as an operator, and shall have the same legal rights and obligations as any other member city.

13. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and no representation or agreements, oral or written, made prior to the execution hereof shall vary or modify the terms herein.

14. Any amendment or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

15. This Agreement shall be construed in accordance with the laws of the State of Utah.

16. This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

SOUTH JORDAN CITY

By: Sharon B. Hutchings
Its: Mayor

ATTEST:

Jan. Mara B. [Signature]
City Recorder
9/4/96
Date



MURRAY CITY

By: Wynne H. Turner

ATTEST:

Rudolf P. [Signature]
City Recorder

Date

MIDVALE CITY

By: J. Donald [Signature]
Its: Mayor

ATTEST:

Christen C. [Signature]
City Recorder
8/19/96
Date

SANDY CITY

By: Tom [Signature]
Its: Mayor

ATTEST:

Dianne [Signature]
City Recorder
9-4-96
Date



WEST JORDAN CITY

By: [Signature]
Its: Mayor

ATTEST:

[Signature: R. L. Anderson]
City Recorder

August 22, 1996
Date



TRANS-JORDAN CITIES

By: [Signature]
Its: Chairman

ATTEST:

[Signature: Craig Hall], its Attorney
Clerk

November 13, 1996
Date