

**REAL PROPERTY LEASE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND  
WASTE MANAGEMENT OF UTAH, INC.**

This Real Property Lease Agreement (the “Agreement”) is entered into between WEBER COUNTY (“County”), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and WASTE MANAGEMENT OF UTAH, INC. (“Lessee”), a Utah corporation, located at 222 S. Mill Avenue, Suite 301, Tempe, AZ 85142. This Agreement shall take effect as soon as both parties have signed it, but the lease term shall begin July 1, 2026.

**RECITALS**

1. The County owns the Weber County Transfer Station, located at 867 West Wilson Lane, West Haven, Utah, 84401 (the “Transfer Station”).
2. The County is currently leasing a portion of the Transfer Station to another entity that collects and processes green waste on its leased portion (the “Excluded Area”).
3. Lessee has submitted a proposal under which Lessee would lease all of the Transfer Station except the Excluded Area and would assume responsibility for operating the Transfer Station’s general waste collection process, including collection of construction and demolition material and household hazardous waste. The area that Lessee will lease under this Agreement is referred to herein as the “Leased Area.”
4. The County finds that leasing the Leased Area to Lessee will reduce the County’s operational burden and potential liability and will provide the County with an ongoing revenue source, in addition to benefitting the County’s residents and organizations by providing greater competition in the local solid waste market.
5. The Leased Area is more fully described in Exhibit A, which is hereby incorporated into this Agreement.

**NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION ONE  
LEASED PROPERTY AND EXCLUDED AREA**

- A. The County, for and in consideration of the lease payment described below and Lessee’s agreement to provide its services to the public and to governmental entities, does lease to Lessee, and Lessee hereby leases from the County, the following property:
  - a. The Leased Area, as described in Exhibit A.
  - b. Certain items of personal property, primarily consisting of vehicles and heavy equipment, listed in Exhibit C.

- B. Lessee and its employees, contractors, customers, agents, and invitees shall have the exclusive right to use the Leased Area property, except as stated in this Agreement. Lessee shall actively remind its employees, contractors, customers, agents, and invitees not to enter or park in restricted areas.
- C. The entity that is leasing the Excluded Area has, and shall retain as long as its lease is effective, the following rights:
- a. the right to the non-exclusive use, in common with other users, of all common areas and areas open to the public on the Transfer Station property;
  - b. the right to signage in the Leased Area, in a location approved by the County;
  - c. the right to access the Excluded Area 24 hours per day, seven days per week, using keys or other means of access provided by the County; and
  - d. the right to conduct its operations free from undue interference from Lessee or its employees, contractors, customers, agents, and invitees.
- D. County Representation Regarding Condition. The County represents that, as of the Lease Commencement Date, (a) the Leased Area and all structures, equipment, and systems thereon are in good working order and suitable for use as a solid waste transfer station; (b) the Leased Area is in compliance with all applicable laws, regulations, and permits; and (c) there are no known material defects or conditions requiring repair that have not been disclosed to Lessee in writing prior to execution of this Agreement. Currently, County has obtained the following permits with respect to the Leased Area: Utah Department of Environmental Quality Division of Solid and Hazardous Waste Operation and Maintenance Plan Approval SW146 DSHW-2014-008982, Utah Department of Environmental Quality UST 2026 Certificate of Compliance, Utah Department of Agriculture and Food Certificate of Registration for Weights and Measures Devices (the “Permits”). The County and Lessee will work in good faith to transfer Permits to Lessee if required by the regulating entity (i.e., where the permit should be held by the operator of the facility rather than the owner). Otherwise, County shall maintain other Permits.

## **SECTION TWO TERM**

The initial lease term shall be 10 years, commencing on July 1, 2026, and ending at the end of the day on June 30, 2036, unless terminated earlier as provided in this Agreement. Lessee shall have the option to renew this lease for up to two (2) successive extensions of up to five (5) years each by providing written notice to the County at least ninety (90) days prior to the expiration of the then-current term, subject to the limits in this paragraph. The terms and conditions of each renewal period shall be the same as those set forth herein, except that payment terms may be adjusted by mutual agreement. The County may decline renewal only for good cause, which shall include but not be limited to, any condition that would allow the County to terminate this

Agreement as stated in Section Five below. The County may also decline renewal if the parties are not able to reach agreement on the payment terms for the renewal period.

### **SECTION THREE LEASE PAYMENT**

- A. Payment Amount. Lessee shall pay County \$1.00 per ton for all solid waste that is received at the Transfer Station during the term of this Agreement, excluding green waste taken to the Excluded Area. Any time Lessee increases its tipping fee, the lease rate shall increase by a percentage equivalent to the percentage of the increase of the tipping fee. The lease rate may likewise decrease by a percentage equivalent to any future decrease in tipping fee, but never below the base lease rate of \$1.00 per ton.
- B. Operating Expenses. Lessee shall be required to provide and pay its own costs for all operating expenses. For the avoidance of doubt, 'operating expenses' means the day-to-day costs of Lessee's business operations and does not include structural repairs, capital improvements, or costs that are the County's responsibility under this Agreement.
- C. Payment Due Date. Lessee shall make the required payments to the County on or before the 20th day of the month after the month in which the waste was received by Lessee, unless the parties agree on another payment deadline.
- D. Payments. Lessee shall pay all lease payments due hereunder to the Weber County Community Development Department, 2380 Washington Blvd, Ste. 250, Ogden, UT 84401, unless and until the County designates, in writing, a different address or a different payment method.
- E. Late Payments. If Lessee fails to pay the lease payment when due, then Lessee shall pay interest on such past due amount at the rate of six percent (6%) per annum, or the maximum rate permitted by applicable law, whichever is less, from the date that the payment was due and payable until it is paid. No interest shall accrue if payment is made within five (5) business days of written notice of non-payment from the County.

### **SECTION FOUR LESSEE'S USE OF THE LEASED AREA**

- A. Lessee's Operations and Services. Lessee shall assume responsibility for all waste collection and disposal operations currently conducted at the Transfer Station by the County, except for green waste, as follows:
  - a. Lessee shall carry out its duties independently as part of its own business operation and not as a contractor hired by the County. Lessee shall be completely responsible for managing and performing all of the day-to-day operations of its business, including setting its own pricing for its products and services and, as

needed, entering into its own contracts with other entities. Lessee shall use commercially reasonable efforts to conduct household hazardous waste collection services (with the scope, rates and hours of service determined by the Lessee); provided, however, that if such operations are financially unsustainable, Lessee may discontinue such services upon not less than ninety (90) days prior written notice to the County.

- b. Except as otherwise stated in this Agreement, Lessee shall conduct its operations in substantial compliance with the statements and representations made in its Weber County Transfer Station Operations proposal dated May 18, 2026, which is attached as Exhibit B.
  - c. For clarity, Lessee's responsibilities, both financial and operational, shall include not only every aspect of waste collection, but also every aspect of waste disposal and transportation, including determining where to send waste and how to transport it.
- B. Continuous Operations. Lessee's agreement to run its business operation on the Leased Area is part of the consideration for this Agreement. Therefore, Lessee agrees to use commercially reasonable efforts to operate its business continuously throughout the term of this lease, providing its services to the general public and to governmental entities, except as otherwise stated in this Agreement. Lessee shall operate its business at the Transfer Station, and be open to the public, on the days and during the hours that it chooses, as long as it provides a reasonable opportunity for the public to use the facility, in line with what is customary in the local solid waste industry.

Notwithstanding the foregoing, Lessee may temporarily suspend operations for periods not to exceed two consecutive regular working days, and not more than seven (7) regular working days per year, for scheduled maintenance, equipment repair, or seasonal conditions, provided that Lessee gives the County at least seven (7) days' advance written notice of any planned suspension. Unplanned suspensions due to force majeure events, equipment failure, casualty, or circumstances beyond Lessee's control shall not constitute a breach of this provision.

- C. Other Provisions Regarding the Transfer Station. Lessee shall use and occupy the Leased Area in a lawful, careful, and proper manner. Lessee shall not create or permit any nuisance or disturbance nor commit any waste. Lessee shall comply with all present and future laws, ordinances, rules, regulations, requirements, and orders of governmental authority respecting the use and occupancy of the Leased Area.

Lessee shall keep the Leased Area free of non-working equipment, junk, and excessive amounts of unprocessed solid waste. Lessee shall maintain the asphalt areas of the Leased Area in a condition consistent with its documented state at the Lease Commencement Date, using commercially reasonable efforts. Lessee's obligation is limited to routine maintenance (including patching and crack sealing) and shall not include full resurfacing, reconstruction, or replacement of asphalt, which shall be the County's responsibility unless the need for such work is caused solely by Lessee's

operations. In the event the asphalt is damaged beyond ordinary wear and tear, the parties shall negotiate in good faith to equitably share the cost of such extraordinary repairs taking into consideration the age of the Transfer Station Area and the remaining term of the Lease.

Lessee and its agents, contractors, employees, and invitees may park vehicles and equipment in the Leased Area, subject to the other provisions of this Agreement.

Lessee shall be responsible for routine maintenance and non-structural repairs within the Leased Area, at its own cost, including but not limited to waste-handling equipment maintenance, interior cleaning, and upkeep of the site surface in a manner consistent with its condition as documented in the Commencement Date Condition Report (defined below). County shall be responsible for all structural repairs, capital improvements, and replacement of building systems (including, without limitation, roofing, foundations, load-bearing walls, underground utilities, and stormwater infrastructure), unless such repair is necessitated solely by the negligence or willful misconduct of Lessee. Repairs necessitated by a force majeure event, as defined herein, or by the acts or omissions of the County, its agents, employees, contractors, or other users of the Transfer Station property shall be the sole responsibility of the County.

Notwithstanding any other provision of this Agreement, Lessee shall not be responsible for (a) any damage, deterioration, or deficiency that existed on or before the Lease Commencement Date, as documented in the Commencement Date Condition Report; (b) any damage caused by the County, its agents, employees, or contractors; or (c) any damage caused by other tenants, users, or invitees of the Transfer Station property who are not Lessee's agents, contractors, employees, customers, or invitees.

## **SECTION FIVE ADDITIONAL LEASE PROVISIONS**

- A. The County's Right of Entry. The County shall have the right to enter upon the Leased Area at reasonable hours to inspect the same, provided that the County shall not thereby unreasonably interfere with Lessee's business.
- B. Commencement Date Condition Report. Within thirty (30) days prior to the Lease Commencement Date, the parties shall jointly conduct a comprehensive inspection of the Leased Area and shall prepare a written Commencement Date Condition Report documenting the condition of the property, including the condition of all structures, surfaces, equipment, and systems. The report shall include dated photographs and shall be signed by authorized representatives of both parties. The Commencement Date Condition Report shall serve as the baseline for evaluating Lessee's maintenance obligations and its restoration obligations upon surrender.
- C. Alterations to the Leased Area. Lessee shall not make or cause to be made any alterations to the Leased Area or any part thereof without the prior written consent of the

County, which approval shall not be unreasonably withheld or delayed provided that it is in accordance with applicable laws and not inconsistent with the improvement or operation of the Transfer Station contemplated by this Lease. This includes providing additional electrical power or other utilities. If the County approves alterations, Lessee shall be responsible for making, and paying the full cost of, such alterations, unless otherwise agreed by the County.

- D. Signs. All signage must be approved in writing by the County and must comply with all applicable local ordinances. The County shall provide space for signage on the Leased Area property in locations agreeable to both parties. Lessee shall maintain any approved signage in good condition. The County may remove any signage or other items placed or maintained in violation of this paragraph.
  
- E. Locks and Keys. The County shall provide to Lessee all necessary keys or other means of access to the Leased Area. Upon termination of this lease, Lessee shall deliver to the County all keys or other means of access that were issued to it. The County shall have the right to make any changes it deems necessary to Lessee's locks and keys, as long as Lessee continues to have full access to the Leased Area for itself and for its customers at all times when it is in good standing under this lease. Lessee shall have access to the Leased Area 24 hours per day, seven days per week.
  
- F. Assignment and Subletting. Lessee shall not assign this lease or sublet the Leased Area without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Lessee may assign this lease without the County's consent to (i) an affiliate of Lessee, (ii) a successor entity resulting from a merger or consolidation involving Lessee, or (iii) a purchaser of substantially all of Lessee's assets, provided that any such assignee assumes all obligations of Lessee under this lease.
  
- G. Insurance and Indemnification. Lessee agrees to maintain sufficient personal injury and property damage liability insurance to adequately protect the County from liability for personal injuries or property damage occurring on or about the Transfer Station property, including the Leased Area, to the extent caused by the negligence or wrongful acts of Lessee, its agents, contractors, employees, or invitees. Lessee's insurance must provide no less than \$2,000,000 combined single limit coverage of bodily injury, property damage, or combination thereof.

Lessee shall also secure and maintain during the term of this lease (and for four years after the termination of this lease if written on a claims made basis) Pollution Liability or Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Lessee shall be responsible for its own personal property losses occurring on the Leased Area and shall provide insurance for the same, if desired.

Lessee shall indemnify and hold the County harmless from and against any and all claims resulting from Lessee's use of or activity on the Transfer Station property, including the Leased Area, regardless of whether or not Lessee's insurance covers such claims. Lessee shall not be obligated to indemnify or hold the County harmless from claims to the extent that they are caused by the negligent acts or omissions of the County. The County shall indemnify and hold Lessee harmless from and against any and all claims arising from (i) the negligence or willful misconduct of the County, its agents, employees, or contractors, (ii) pre-existing environmental contamination on the Transfer Station property not caused by Lessee, or (iii) the acts or omissions of other users of the Transfer Station or common areas.

Lessee shall maintain property and casualty insurance covering the Leased Equipment (as defined in Section Six) in accordance with the requirements set forth in Section Six of this Agreement.

- H. Termination and Surrender. This lease, and the tenancy hereby created, shall terminate at the end of the lease term, or any extension or renewal thereof, without the necessity of any notice from either the County or Lessee to terminate the same. Lessee hereby waives notice to vacate the Leased Area and agrees that the County shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Leased Area from Lessee holding over to the same extent as if statutory notice had been given.

Lessee may terminate this lease for any reason by providing written notice to the County at least 180 days in advance. The County's right to terminate is limited to the following situations: if Lessee defaults, as described in this lease Agreement; if required by law; or if, due to circumstances unforeseen at the beginning of this lease and beyond the County's control, the board of county commissioners determines that it is necessary to terminate the lease for financial reasons. If the County terminates the Agreement, it must provide at least 180 days' advance written notice, unless a shorter period is provided by this Agreement or is necessary for legal compliance.

Upon termination of this lease, Lessee agrees to remove its personal property and trade fixtures and restore the Leased Area to substantially the condition documented in the Commencement Date Condition Report, reasonable wear and tear excepted, unless otherwise agreed in writing by the County. Lessee shall not be required to remove any alterations or improvements that were made with the County's written approval unless the County's approval expressly required removal at lease end. If the Leased Area is not restored to the required condition, Lessee shall pay the costs incurred by the County in restoring the Leased Area to the required condition. In the event of any dispute regarding restoration, the parties shall obtain a joint inspection and agree upon the scope of work required before any costs are assessed to Lessee.

- I. County's Rights Related to Construction and Sale. The County reserves the right to make changes to the Transfer Station and associated facilities. If the County engages in

construction or other activities that materially and adversely affect Lessee's lease rights under this Agreement, the parties shall engage in good faith efforts to find a mutually agreeable resolution. However, the parties agree that temporary or permanent changes to the Transfer Station property shall not entitle Lessee to any compensation, reduction in lease payments, or any other remedy, as long as Lessee's ability to exercise its rights under this lease are materially preserved. If changes to the Transfer Station are proven to be the sole or primary cause of a reduction of more than ten percent (10%) in Lessee's gross revenue for any consecutive 30-day period as compared to the same period in the prior year, Lessee's payment obligations shall be proportionally reduced for the duration of such impact. If any County construction or modification renders the Leased Area unusable for more than fifteen (15) consecutive days, Lessee may terminate this lease upon thirty (30) days' written notice. The County also reserves the right to sell or otherwise transfer its ownership rights to the Transfer Station and to assign to the new owner its rights and responsibilities under this lease Agreement.

- J. Damage Preventing Use. If the Leased Area is rendered partially or wholly unfit for use by Lessee for purposes of this lease for more than five (5) consecutive business days, due to damage to all or any portion of the Leased Area caused by fire, earthquake, or any other event outside the control of the parties, Lessee's payment obligations shall be proportionally abated for as long as the impairment continues. If the Leased Area remains wholly unfit for use for more than thirty (30) consecutive days, then either party may immediately terminate this lease with no obligation to the other party.
- K. Audit Authority. The County shall have the right to audit Lessee's books and records to the extent necessary to verify compliance with the payment provisions of this lease, upon not less than ten (10) business days' advance written notice. Such audits shall be conducted during normal business hours and shall occur no more than once per calendar year unless a prior audit reveals a material discrepancy, or unless other credible information indicates the need for an audit. The County shall maintain the confidentiality of all information obtained during any audit.
- L. County Employees. Lessee is encouraged, but not required, to consider hiring existing County employees who are working at the Transfer Station as of the time this Agreement is being negotiated.
- M. Initial Transition. As soon as both parties have signed this Agreement, they may work together to facilitate the transition to Lessee's operation of the facility. This may include Lessee bringing computer systems and other equipment onsite, Lessee interviewing current county employees for future employment with Lessee, and other actions, as long as Lessee's actions do not have a materially adverse impact on existing Transfer Station operations.

**SECTION SIX  
EQUIPMENT LEASE AND PURCHASE OPTION**

A. Equipment Lease. The County hereby leases to Lessee, and Lessee hereby leases from the County, the items of personal property listed in Exhibit C attached hereto (collectively, the “Leased Equipment”). The Leased Equipment is leased “AS IS” and “WHERE IS” as of the Lease Commencement Date, subject to the County’s representations set forth in Section One, Paragraph D of this Agreement. The County represents and warrants that it has good and marketable title to the Leased Equipment, free and clear of all liens and encumbrances, and the full right and authority to lease the same to Lessee.

B. Equipment Lease Term. The lease of the Leased Equipment shall be coterminous with the lease of the Leased Area under this Agreement. Any renewal or extension of this Agreement pursuant to Section Two shall automatically extend the equipment lease on the same terms and conditions, unless a particular item of Leased Equipment has been purchased by Lessee pursuant to this Section.

C. Equipment Lease Payment. As consideration for the lease of the Leased Equipment, Lessee shall pay the County \$0.50 per ton for all solid waste received at the Transfer Station during the term of this Agreement, in addition to the lease payment described in Section Three. Equipment lease payments shall be due and payable at the same time and in the same manner as the lease payments under Section Three. For the avoidance of doubt, the equipment lease payment is separate from and in addition to any other payments required under this Agreement.

D. Maintenance and Repair of Leased Equipment. Lessee shall maintain the Leased Equipment in good working order and repair, consistent with commercially reasonable standards for equipment of similar type and age used in the solid waste industry. Lessee shall be responsible for all routine maintenance, servicing, and non-structural repairs of the Leased Equipment at its own expense. Lessee shall not make any material modifications or alterations to the Leased Equipment without the County’s prior written consent, which consent shall not be unreasonably withheld. All replacements of parts or components shall be of equal or better quality than the original parts. Lessee shall maintain records of all maintenance and repairs performed on the Leased Equipment and shall make such records available to the County upon reasonable request.

E. Risk of Loss. Lessee shall bear the risk of loss of, damage to, or destruction of the Leased Equipment from any cause whatsoever during the term, except to the extent caused by the negligence or willful misconduct of the County, its agents, employees, or contractors. If any item of Leased Equipment is damaged beyond repair or destroyed, Lessee shall promptly notify the County in writing and shall pay the County the fair market value of the item as of the date immediately prior to such loss or destruction. If any item of Leased Equipment is damaged but repairable, Lessee shall repair the item to

substantially the same condition as it was in immediately prior to the damage, at Lessee's sole cost and expense.

F. Insurance on Leased Equipment. Lessee shall maintain, at its own expense, property and casualty insurance covering the Leased Equipment against loss or damage by fire, theft, vandalism, and such other risks as are customarily insured against in the solid waste industry, in an amount not less than the aggregate purchase prices set forth in Exhibit C, or the then-current fair market value of the Leased Equipment, whichever is less. Such insurance shall name the County as an additional insured and loss payee. Lessee shall provide the County with certificates of insurance evidencing such coverage upon execution of this Agreement and upon each renewal thereof, and at any other time upon the County's reasonable request.

G. Purchase Option. Lessee shall have the option (the "Purchase Option") to purchase any or all of the Leased Equipment at the purchase prices specified in Exhibit C. The Purchase Option may be exercised by Lessee at any time during the term of this Agreement, including any renewal or extension thereof, by delivering written notice to the County identifying the specific item(s) of Leased Equipment that Lessee elects to purchase (a "Purchase Notice"). The Purchase Option shall expire upon the termination or expiration of this Agreement, unless previously exercised.

H. Exercise and Closing of Purchase. Upon Lessee's delivery of a Purchase Notice, the closing of the purchase of the identified Leased Equipment shall occur within thirty (30) days of the County's receipt of the Purchase Notice (the "Closing Date"), unless the parties mutually agree to a different date. Lessee shall pay the applicable purchase price(s) in full to the County at closing by wire transfer, cashier's check, or such other method as the parties may agree. The purchase price for each item of Leased Equipment shall be as set forth in Exhibit C, regardless of when during the term the Purchase Option is exercised.

I. Effect of Purchase on Lease Obligations. Upon Lessee's purchase of any item of Leased Equipment pursuant to the Purchase Option: (i) the equipment lease payment under Paragraph C of this Section shall be proportionally reduced, effective as of the Closing Date, to reflect the removal of the purchased item(s) from the Leased Equipment, based on the ratio of the purchase price(s) of the purchased item(s) to the aggregate purchase prices of all Leased Equipment originally listed in Exhibit C; (ii) Lessee's obligations under Paragraphs D, E, and F of this Section with respect to the purchased item(s) shall terminate as of the Closing Date; and (iii) the purchased item(s) shall be deemed Lessee's personal property for all purposes under this Agreement, including, without limitation, Lessee's obligation to remove its personal property upon termination of this Agreement.

J. Transfer of Title. Upon Lessee's payment in full of the applicable purchase price(s) on the Closing Date, the County shall deliver to Lessee a bill of sale or other instrument of transfer sufficient to convey to Lessee good and marketable title to the

purchased Leased Equipment, free and clear of all liens, encumbrances, and security interests. The County represents and warrants that, upon any such transfer, Lessee shall receive good and marketable title to the purchased Leased Equipment.

K. Return of Leased Equipment. Upon the termination or expiration of this Agreement, Lessee shall return to the County all Leased Equipment that has not been purchased by Lessee pursuant to the Purchase Option, in the condition documented in the Commencement Date Condition Report, reasonable wear and tear excepted. Lessee shall not remove any Leased Equipment from the Transfer Station property without the County's prior written consent, except as may be reasonably necessary for off-site maintenance or repair, in which case Lessee shall promptly return the equipment upon completion of such maintenance or repair.

## **SECTION SEVEN MISCELLANEOUS**

- A. Applicable Law. This lease shall be interpreted in accordance with Utah Law.
- B. Default. If Lessee defaults on its payment obligations and fails to cure such default within fifteen (15) days after written notice thereof from the County, then the County may, at its option, terminate the lease and re-enter upon the Leased Area and repossess it. If Lessee defaults in the performance of any other provision of this Agreement and fails to remedy the default within thirty (30) days after written notice thereof from the County, or, if the default cannot reasonably be cured within thirty (30) days, fails to commence cure within such period and diligently pursue it to completion, then the County may, at its option, terminate the lease and re-enter upon the Leased Area and repossess it. If the County terminates this lease pursuant to this paragraph, then the County retains the right to recover from Lessee all payments due up to the time of such re-entry. Each party retains all other rights, remedies, and benefits allowed by law in the case of default by the other party.
- C. Dispute Resolution. The parties may agree on any dispute resolution method, or either party may pursue its claims in court. In any dispute resolution proceeding, each party shall be responsible for its own costs, including attorneys' fees.
- D. Entire Agreement. This lease Agreement shall constitute the entire agreement between the parties and shall supersede all oral understandings and agreements. Alterations or amendments to this Agreement must be in writing, executed by both the County and Lessee.
- E. Headings and Paragraph Numbers. Headings and paragraph numbers are for convenience only, and are not to be considered limitations or modifications of provisions set forth in the body of this lease.

- F. Holding Over. Any holding over after the expiration of the original term of this Agreement or any extension thereof without the written permission of the County shall be construed as a tenancy from month-to-month, and in such case all provisions of this lease, other than those relating to its term, shall be considered in full force and effect. Lessee shall provide the County with at least thirty (30) days' written notice of its intent to vacate during any holdover period.
- G. Recording. Neither party shall record this lease. However, upon the request of either party, the parties shall prepare, execute, and record a memorandum of lease to provide notice of the lease to third parties.
- H. Notices.
- a. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be either (1) delivered personally to the party's primary contact; (2) delivered electronically, with confirmed receipt, to the party's primary contact; or (3) mailed to the party's primary contact. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:
- Sean Wilkinson  
Community Development Director  
2380 Washington Blvd., Ste. 250  
Ogden, UT 84401  
[swilkinson@webercountyutah.gov](mailto:swilkinson@webercountyutah.gov)
- WM  
Attn. Mark Snedecor  
222 S. Mill Avenue, Suite 301  
Tempe, AZ 85281  
[msnedeco@wm.com](mailto:msnedeco@wm.com)
- b. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.
- I. Severability. The invalidity of any provision of this Agreement will not and shall not be deemed to affect the validity of any other provisions, and the remainder of the Agreement will remain in full force and effect, unless the invalidation of the term materially alters this Agreement. If the invalidation of the term materially alters the Agreement, then the parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the parties.
- J. Time of Essence. Time is of the essence in the performance of all provisions in this lease for which time is a factor.

K. Waiver. No waiver of, or failure to enforce, any right granted by this Agreement shall be deemed a waiver of such right upon any subsequent breach of any provision of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement below.

(Signatures on next page)

WASTE MANAGEMENT OF UTAH, INC.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
(notary name) \_\_\_\_\_, a notary public, personally appeared  
(signer name) \_\_\_\_\_, proved on the basis of satisfactory  
evidence to be the person whose name is subscribed to this instrument, and acknowledged that he  
or she executed the same.

\_\_\_\_\_  
Notary Public

Notary seal:

WEBER COUNTY

\_\_\_\_\_  
Chair, Board of County Commissioners

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

ATTEST:

\_\_\_\_\_  
Weber County Clerk/Auditor

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

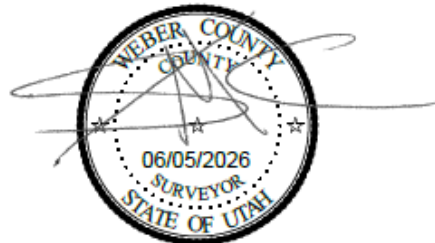
# Exhibit A

The Leased Area consists of the following property:

Part of the Weber County Transfer Station property, limited to the area bounded between the Wilson Canal, Exchange Road, and Railroad excluding the western approximately 500 feet leased to others. Said part being located in the west half of Section 30, Township 6 North, Range 1 West, Salt Lake Base & Meridian. Excluding therefrom any drainage ditches, canals, canal access roads, or any area within 20 feet of such features for their function and maintenance. Said part being further described as follows:

Beginning at a point on the westerly edge of asphalt of the main access to the Weber County Transfer Station, on the northern boundary line of the grantor's property, per record of survey 5145 on file in the Weber County Surveyor's Office, and the southerly right of way line of the Union Pacific Railroad (formerly D&RG RR), said point being N 89°38'48" E 1866.02 feet along the monumented quarter section line between the West and East quarter corner monuments of said Section 30, and North 278.32 feet from the Weber County monument dated 2005 for the West quarter corner of said Section 30; and running thence along said northern boundary line the following four (4) courses: 1) 55.18 feet along the arc of a 8561.37 foot curve to the right through a central angle of 0°22'09" (chord bearing and distance being N 66°24'53" E 55.18 feet), 2) S 85°21'57" E 154.25 feet, 3) S 36°27'59" E 450.95 feet, and 4) S 71°06'04" E 334.23 feet more or less to a point on an offset line 20 feet westerly of the access road for the Wilson Canal; thence along said offset line the following six (6) courses: 1) southwesterly 172.36 feet along the arc of a non-tangent 159.16 foot radius curve to the left through a central angle of 62°02'56" (chord bearing and distance being S 15°22'14" W 164.06 feet), 2) S 11°32'04" E 59.73 feet, 3) southwesterly 97.33 feet along the arc of a 222.99 foot radius curve to the right through a central angle of 25°00'28" (chord bearing and distance being S 4°03'19" W 96.56 feet), 4) S 18°29'17" W 152.13 feet, 5) southwesterly 94.67 feet along the arc of a 110.51 foot radius curve to the right through a central angle of 49°04'58" (chord bearing and distance being S 42°47'45" W 91.80 feet), and 6) S 65°50'03" W 95.17 feet; thence leaving said offset line S 79°07'05" W 76.66 feet more or less to the edge of existing pavement; thence along the edge of existing pavement the following five (5) courses: 1) N 83°36'13" W 175.19 feet, 2) N 61°07'41" W 172.95 feet, 3) N 47°12'51" W 353.86 feet, 4) N 34°45'32" W 127.12 feet, and 5) N 16°59'37" W 90.95 feet to the southeast corner of the lease agreement between Weber County and Diamond Tree Experts; thence along the East line of said lease agreement the following five (5) courses: 1) N 12°25'25" W 243.96 feet, 2) S 86°18'40" W 31.60 feet, 3) N 21°52'06" W 13.18 feet, 4) S 65°17'12" W 56.36 feet, and 5) N 25°13'02" W 71.31 feet to the northern most point of said lease agreement; thence along the edge of existing pavement the following three (3) courses: 1) N 65°59'31" E 385.41 feet, 2) N 43°19'51" E 27.90 feet, and 3) N 9°09'05" E 38.58 feet to the point of beginning.

Contains 16.418 acres more or less.



# Exhibit A (continued)

General depiction of Leased Area (outlined in blue):



# **Exhibit B**

Lessee's Weber County Transfer Station Operations proposal dated May 18, 2026



# WEBER COUNTY

Transfer Station Operations  
May 18, 2026

SUBMITTED BY:

**Waste Management of Utah, Inc.**

CONTACT:

Blake Leonelli | Public Sector Solutions Manager  
801-716-0210 | [bleonel1@wm.com](mailto:bleonel1@wm.com)





**Waste Management of Utah, Inc.**

WM Four Corners Area  
222 S. Mill Avenue, Suite 333  
Tempe, Arizona 85281

May 18, 2026

Weber County  
2380 Washington Blvd. Suite 250  
Ogden, UT 84401

Attn: Sean Wilkinson, Director, Community Development Department

Dear Mr. Wilkinson:

We appreciate the opportunity to meet with you, Mr. Watson, and Mayor Allen.

I wanted to reach out regarding WM's interest in leasing the Weber County Transfer Station, located at 867 Wilson Lane, West Haven, Utah 84401. Waste Management of Utah, Inc. (WM) is prepared to enter into a lease agreement, paying the County \$1 per ton for each ton received at the site throughout the lease term, which would be between 36 and 60 months.

As part of this proposal, WM would handle all utilities and environmental responsibilities, ensuring the site remains compliant with current State of Utah regulations. WM would also assume control over the rates charged to customers, providing greater consistency and transparency. Additionally, WM will take over management of waste transportation to the landfill or recycling facility, including all related fees for final disposal or material processing.

WM views this as an opportunity to continue providing a reliable, competitive disposal option for Weber County residents and to serve as a collaborative, long term partner to the County. Our intent would be to operate the facility as a full service transfer station and to offer convenience services that support County residents as part of normal operations. WM also plans to increase recycling transfer through our Salt Lake City Recycling Facility, further supporting the County's waste diversion goals. It is WM's intent to maintain the current residential rate through 2026, if operationally feasible.

In addition, WM intends to maximize the amount of construction and demolition (C&D) material processed through the facility, with transfer to the County landfill in West Weber County as a potential beneficial outlet. This approach helps preserve disposal optionality for the County and surrounding areas and maintains a viable alternative for waste management services.

WM is confident that this process could be completed within 30 days to benefit the community as soon as possible. WM is happy to meet with County staff to discuss our plans in greater detail and would also be glad to provide a draft copy of the proposed lease for your review. Please let us know a convenient time to connect.

Thank you, and I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Blake Leonelli', is positioned above the typed name.

Blake Leonelli, Public Sector Solutions Manager  
801-716-0210, bleonel1@wm.com

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Data contained in this proposal represents the most recently published information for WM’s wholly owned operations, unless otherwise indicated.





# WM Proposal to Lease the Weber County Transfer Station

**As part of the community, WM intends to develop a long-term relationship with Weber County, and continue providing a reliable and sustainable disposal option. This collaboration will ensure that Weber County residents, businesses, and municipalities have a competitive alternative for their solid waste needs.**

We've heard loud and clear from you, your cities, and your residents that you would like options to ensure long-term competitiveness within the County.

## Transfer Station Operations

**We are committed to continuing to operate the County's state-of-the-art transfer station.**

WM will assume operation and responsibility for the transfer station, managing and performing all of the day-to-day operations, receiving and removing all transfer facility-approved solid waste from the transfer station as required. We would operate the facility as a full service transfer station, with a convenience center for County residents, maintaining safe operations in which commercial activity is separate from the area available to residents. Additional information on our operations plan can be found below, starting on page 4.

## Construction and Demolition Materials Transfer

WM will maximize the amount of C&D material processed through the facility, with transfer to the County's C&D landfill managed by Moulding & Sons Landfill. We have the equipment and operational expertise to efficiently transport a high volume of C&D material. We are confident we can build on our existing relationship with Moulding & Sons, ensuring that the County's material will be accepted through the term of our contract.

## Recyclable Materials Transfer

WM will maximize the amount of recyclable material processed through the facility, with transfer to WM's Salt Lake City Recycling Facility. This facility was completed in July 2020 and underwent a full retrofit update in 2025. Our 50,000 square foot facility has 450 tons of daily sorting capacity and 164,000 tons of annual processing capacity. It features state-of-the-art automated equipment with optical sorting and artificial intelligence technology. Once sorted, the high-quality recovered materials are compacted, baled and sold by the ton to manufacturers for reuse in the production of new consumer products. In support of increasing recycling diversion, WM can work with the County to provide education to residents, encouraging them to [Recycle Right®](#). WM can also provide virtual recycling facility tours, or in-person tours of our Salt Lake City Recycling Facility.

## Household Hazardous Waste (HHW) Transfer

WM has the ability and expertise to accept and safely transfer household hazardous waste. Through [WM's At Your Door Special Collection®](#) service, we have the resources and specialized experience to deliver a valuable public service that helps to protect residents, reduce environmental risks, and improve access to safe disposal options. Through our doorstep collection service, WM has trained technicians who understand how handle every item with care, ensuring it is packaged, transported, and processed safely and responsibly. WM will take the County's HHW to a permitted facility. Transportation of the County's HHW will comply with existing applicable federal, state, and local



regulations. The appropriate permits and approvals to transport and store HHW and electronics are maintained for our facilities and vehicles.

## Part of your Community

At WM, we live and work in the same neighborhoods we serve. We are committed to providing responsive, local support from a team familiar with your community and ready to assist with day-to-day service needs.

Further, WM supports our communities by expanding access to education, protecting green spaces, and filling local gaps. Recent examples include the following:

- **Empowering Communities Through Education.** WM recognizes that education is a cornerstone of strong communities. We support scholarships and develop programs that span from grade school to trade school and beyond. Our sustainability programs and school green teams encourage environmental stewardship at every age. Additionally, we know that recycling rules can be confusing. WM simplifies them through our Recycle Right® program, helping residents understand what belongs in the bin.
- **Protecting and Enhancing Green Spaces.** WM transforms land into thriving ecosystems and outdoor learning spaces. Over the past three decades, we have protected 13,500 acres of habitat through nearly 70 certified programs. We host sustainability education events and hands-on environmental projects at these sites – bringing learning to life in your own backyard.
- **Filling Gaps in Communities.** WM helps meet essential needs by providing food, clothing, and support through volunteering and donations.
- **Disaster Response and Recovery.** WM teams respond to natural disasters with compassion and operational excellence. We've supported efforts to feed residents in hurricane-affected communities, worked with local emergency responders to train on natural gas fire response, and donated over \$1.25 million to organizations that provide support to neighborhoods impacted by severe weather events.

When you choose WM, you gain more than a service provider – you gain a committed ally in building a stronger, more resilient community. WM brings decades of experience, local insight, and a deep understanding of what it takes to make neighborhoods thrive.

**We are more than just your waste services provider. We are your friends and neighbors, and we take great pride in helping our community and preserving our environment today and for future generations.**

## WM: Who We Are and What We Do – For You

With WM, you gain access to a powerful network of resources backed by decades of experience serving various industries across the U.S. and Canada. From collection to disposal, our technology and infrastructure are built to handle all your environmental services needs – efficiently and responsibly.

## WM At-A-Glance

<b>People</b>	<b>Operations</b>		
<b>~60,500*</b> team members	<b>\$25.2 billion*</b> revenue	<b>257*</b> operating landfills	<b>18,860</b> collection vehicles
<b>Material is Repurposed</b>	<b>Energy is Renewable</b>	<b>Communities are Thriving</b>	
<b>113*</b> recycling facilities <b>49*</b> organics processing facilities <b>16 million tons</b> of material recovered in 2024 <b>3</b> CORE® facilities processing organics into bio slurry	<b>13,170</b> alternative-fuel vehicles <b>17*</b> renewable natural gas projects <b>213</b> natural gas fueling stations <b>151</b> renewable energy projects at WM landfills <sup>1</sup>	<b>2.6 million</b> people positively impacted since 2022 <b>13,500</b> acres actively managed for wildlife preservation <b>~70</b> Wildlife Habitat Council-certified programs across North America	
<b>Healthcare Solutions<sup>2</sup></b>			
<b>51*</b> autoclaves or alternative medical waste treatment facilities <b>17*</b> medical waste incinerator facilities	<b>99*</b> secure information destruction (SID) facilities <b>140*</b> transfer stations related to Healthcare Solutions segment		

Data represents information published in the WM 2025 Sustainability Report.

\*Most recent figures based on WM 2025 Annual Report.

<sup>1</sup> Facility count is inclusive of WM-owned-and-operated facilities plus third-party facilities operating on WM landfills.

<sup>2</sup> WM's Healthcare Solutions segment includes Regulated Waste and Compliance Services (RWCS), which provide compliance programs and the collection, processing, and disposal of regulated and specialized waste such as medical, pharmaceutical, and hazardous waste, as well as Secure Information Destruction (SID) services for the secure collection, destruction, and recycling of personal and confidential paper materials.

## Financial Strength: The Foundation for Our Commitment

WM's financial strength is the foundation for our commitment in conducting our broad range of services to serve our customers, satisfy our obligations, and protect the environment. Our industry leadership and strong financial position gives the County assurance that we can and will fulfill our obligations. As North America's leading provider of comprehensive environmental services, WM's revenue in 2025 was \$25.2 billion. Our business performs well in any economic environment given the essential nature of the services we provide and the recurring nature of our revenue. This results in strong and consistent earnings and cash flow to fund growth investments.

We have a very secure financial position, with a strong balance sheet, investment grade credit rating, and ample liquidity. Typically, capital requirements are internally financed by WM using cash flow from existing operations, freeing our new trucks, containers, and facility investments from the timelines and terms of third-party creditors.

WM secures comprehensive insurance coverage to protect our customers. Weber County can feel confident knowing WM delivers solid, dependable coverage designed to keep you protected.

WM, through its subsidiaries, provides collection, recycling and disposal services to millions of residential, commercial, industrial, medical and municipal customers throughout the U.S. and Canada. With innovative infrastructure and capabilities in recycling, organics, and renewable energy, this network enables us to provide a single source of responsibility, from transportation through disposal of waste.

**WM is committed and financially able to perform all operations for the County in full compliance with applicable federal, state, provincial, and local regulations.**

## Our Commitment to the County – A Risk-Free Implementation

We understand that bringing in a new service provider may seem daunting. But with your WM team, it will be a stress-free and seamless experience. **We are confident that the implementation process could be completed within 30 days.** WM shall be fully operational and capable of providing the contracted services, with sufficient personnel and equipment to transport materials shipments on a timely basis.

### Operations Plan

WM will receive and remove all transfer facility-approved solid waste from the transfer station as required. The facility, staffed by our personnel, will receive materials during normal transfer station business hours. As materials are delivered to the transfer station, they are observed for any potential prohibited materials. Any prohibited materials observed by transfer station personnel during offloading will be rejected and the hauler is required to leave the site with the prohibited materials. Should prohibited materials be found after the hauler leaves the site, the materials will be transported to an approved disposal facility.

Once materials are dumped at the transfer station tipping floor, the accepted materials are loaded on to tarped transfer trailers for transportation to permitted disposal facilities. WM will confirm that the appropriate number of transfer trailers are provided to efficiently transfer waste. At times, WM will implement a “drop and hook practice” where a yard tractor moves empty transfer trailers into the loading position. These trailers then are loaded, covered, and pulled off site by the tractors for delivery to the final disposal facility.

Collection trucks will enter the facility through the main gate and pull on to the inbound truck scale. After being weighed, trucks will then leave the scale and proceed to the tipping floor. Transfer station traffic personnel will direct trucks to a specific section of the tipping floor. This direction will expedite the ability to empty their loads while ensuring that the trucks are safely spaced apart.

Once the collection truck dumps the load, it will pull forward and drive directly out on to the exit access road. Collection trucks will then proceed to the outbound scale house to be processed.

As previously mentioned, WM would provide a safe environment that includes a convenience center or separate tipping floor location for county residents, ensuring that commercial activity takes place separately from the area available to residents.

### Loading Operations

WM will staff the floor with loading operators, traffic directors, and a utility worker (“floater”) during transfer station operating hours. WM will utilize a larger loader as its primary loading equipment and will utilize an excavator for removing waste from overloaded trailers.

WM will be in communication with the scale house to make sure that all trailers are loaded to legal weights to meet local highway requirements. If weights need to be reduced or altered for gross vehicle weight purposes or axle balancing, WM will utilize an excavator to adjust the loads.

### Odor and Litter Control

Odor control will be maintained through a cleaning and maintenance program. The tipping floor will be swept regularly. When necessary, the floor will be washed or dry-swept. Litter in the yard will be collected and cleaned as necessary to prevent escape from the property utilizing the sweeping attachments on the small loader and the floater.

## Fast In, Smart Out: Tracking Waste with Precision

**Fastlane**, WM’s proprietary gatehouse management system, is designed to keep vehicles moving quickly and efficiently through our facilities. It captures real-time data at the point of entry and exit, helping ensure accurate, timely, and transparent reporting for every load delivered.



*WM gatehouses quickly process vehicles.*

### What Fastlane Delivers for the County

- **Quick Turnarounds:** Our gatehouses are equipped to process vehicles swiftly, minimizing wait times and keeping operations running smoothly.
- **Real-Time Tracking:** Fastlane records essential details like arrival and departure times, customer name, waste type, and tonnage.
- **Custom Reporting:** Fastlane offers flexible reporting options tailored, supporting regulatory needs and internal goals with ease.

## Safety You Can See. Service You Can Trust.

Safety is more than just a standard. It is a core value at WM as well as a shared responsibility we take seriously in everything we do. Every aspect of our operations is built around your safety and well-being as well as that of our teams, who live and work in the places we serve. The innovations and best practices we employ highlight our commitment to delivering safe, reliable service that protects people, places, and the planet.

### Empowering Safe Decisions

Every WM employee has the authority to stop work if something feels unsafe. This Stop-Work Authority policy is a cornerstone of our culture, making safety is everyone’s responsibility.

Our long-standing “Mission to Zero” initiative reflects our belief that every incident is preventable. We are committed to zero tolerance for unsafe actions and to making sure everyone gets home safe, every day.

Our Safety Vision and Promise go beyond compliance, and drive a culture where health and safety are the foundation of everything we do. Safety comes first on the job, all day, every day, without compromise.



### Our Safety Promise is to:



**Always put safety first**



**Take personal ownership of safety**



**Champion safe operations with our words and actions**



**Follow all safety rules**



**Identify and address safety risks in advance**

The behaviors in our Safety Vision and Promise protect what is most valuable to us and to the County: community health and well-being.

### **Safety Beyond the Road**

Our commitment to safety extends to every WM facility. From landfills to recycling facilities, we maintain strict safety standards:

- **Protective Equipment:** All team members wear personal protective equipment (PPE) at all times.
- **Fire Prevention:** Automated systems detect and extinguish fires, even when no one is present.
- **Clear Signage:** Life-critical rules are posted throughout our sites to guide safe behavior.

Personnel at our post-collection facilities wear PPE while on duty at all times, including hard hats, reflective vests and clothing, eye/hearing protection, gloves, and dust masks when necessary.



We also invest in technologies that reduce manual labor and risk, like robotics and optical sorters in our recycling facilities.

### **A Stable, Safe Workforce**

Safety and stability go hand in hand. By creating a workplace where people feel valued and supported, we reduce turnover and strengthen our service. When our teams stay, your service stays consistent – and safe.

## **Your Local Resource, Backed by National Strength**

For Waste Management of Utah, Inc., being a local provider is about more than just proximity – it means understanding your goals and helping your county thrive. Our team lives and works here too, and we understand your unique needs. Working with WM means gaining access to the best of both worlds: the personalized service of a local provider, supported by the innovation, stability, and resources of a leader in environmental services. When evaluating your options, consider not only the services we offer today, but also the long-term value of working with a provider who is committed to continuous improvement, environmental responsibility, and your county's success.

## **Draft Lease Agreement**

We are happy to provide a draft sample lease agreement.

WM and all our professionals who would provide services to Weber County want to reiterate our commitment to you - that WM is prepared to meet your service expectations. We aim to forge long-lasting community ties and a business relationship by implementing this proposal. Waste Management of Utah, Inc. agrees to work in good faith with the County to negotiate a mutually agreeable Contract that is acceptable to both parties.

# Exhibit C

## Leased Equipment

Equipment	SN	Hr or Miles	Area of Use	Purchase Price	
<b>Tipping Floor</b>					
CAT 966 Loader (wide track)	Cat-EL800216	8384.9 hr	Tipping floor which receives all haulers and public MSW (municipal solid waste)	\$190,000	
Cat 317 Track Hoe	Cat-TZE10086	7767.3 hr	But does not include construction and demolition (C/D) waste	\$75,000	
CAT 246D Skid Steer	Cat-KC602270	1753.4 hr		\$30,000	
CAT 246D Skid Steer	Cat-KC602059	5814.2 hr		\$20,000	
<b>C&amp;D</b>					
Cat 962 Loader	Cat-J2500893	6425.5 hr	Used for C/D Waste located in back of the facility	\$100,000	
Cat 317 Track Hoe	Cat-TZE10198	5437.7 hr	Used for C/D Waste located in back of the facility	\$80,000	
CAT 246D Skid Steer	Cat-BYF03766	6997.5 hr	Used for C/D Waste located in back of the facility	\$20,000	
Peterbilt Tractor 2022			Used to transport C/D to Moulding LF	\$65,000	
Peterbilt Tractor 2022				\$65,000	
Peterbilt Tractor 2024				\$75,000	
4 - 45' dump trailers			Used to transport C/D to Moulding LF	\$100,000	305,000 3-Peterbilt tractors and 4 dump trailers
<b>Misc and Backup</b>					
CAT 950 Loader	Cat-EMB03976	6373.9 hr	Used in the Green Waste and Compost area and as backup to tipping floor and C&D	\$65,000	
Cat 316 FL Track hoe	Cat-YDL10230	7699.7 hr	Used as backup to tipping floor and C&D	\$40,000	
Cat 304 Mini-X	AN405309	457.1 hr	Used for around plant projects and cleaning MBI tunnel	\$80,000	
Cat Fork Lift					
Skid Steer Rotary Broom	Cat-BX805841		Broom attachment only	\$5,000	
Clark Fork Lift					HE Yellow Iron
				\$1,010,000	