

Facilities' Use Agreement

This agreement is by, between and among Sylva Corporation, Inc. ("Sylva") and the City of Princeton ("City").

Recitals

The parties seek to enter into an agreement that permits the City to use a portion of Sylva's property (located at 900 Airport Road, Princeton MN) adjacent to Airport Road for use as the site for Princeton City residents and businesses to dispose of leaves, grass clippings, brush and other compostable materials.

Agreement

The parties agree as follows:

- 1. Recitals a Part the Agreement:** The Recitals are made a part of this agreement.
- 2. Sylva Site:** The site to be used is approximately one-third (1/3) acres and is located on the northwest corner of the Sylva property. The site will be separated from the rest of the Sylva property by concrete barriers supplied by Sylva. The City will supply, erect and maintain a suitable gate at the entrance to the site. The City will supply install and maintain the necessary gravel to the entrance to stabilize the site for motor vehicles dropping off compostable materials.
- 3. Product Separation:** The materials dropped off will be separated into two classes of product. The first class of product is woody material such as brush and stem wood. The second class of product will be for the disposal of grass and leaves. City will be responsible for managing the separation and the cleanliness of the products.
- 4. Sylva to grind product:** Sylva agrees to grind the first class of product as needed and the parties agree that Sylva will retain the woody materials and that the City will be responsible for disposing of the grass and leaves and haul it off site.
- 5. Covenant of Good Faith:** It is the intent of both parties to work collaboratively with each other to carry out the terms of this agreement. This agreement will be evaluated as necessary by representatives of the parties, who will seek to make equitable adjustments if deemed reasonable and necessary.
- 6. Indemnification Clause:** The City agrees to indemnify to the extent permitted by Minnesota Law and hold harmless Sylva Corp its officers, employees and representatives from and against any and all losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising out of joint efforts through the term of this agreement unless such bodily injury, property damage, or personal injury is determined to be the result of negligence of their affiliates, officers, employees or representatives.
- 7. Not a Joint Powers Agreement:** This agreement is not a joint powers agreement under the laws of the State of Minnesota.
- 8. Duration of Agreement; Modification; Termination:** Any modifications or amendments to this agreement shall be in writing signed by both parties. This agreement shall remain in effect unless either party provides written notice of termination to the other party. If either party wishes to terminate this agreement, one year's notice shall be given to the other party.

