

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("**Agreement**") is made by and between WILLARD CITY, a body corporate and politic of the State of Utah ("**City**"), and KENNETH A. BRAEGGER, an individual ("**Braegger**"), to be effective on the Close of Escrow under the PSA defined below ("**Effective Date**"), with reference to the following facts. City and Braegger are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Granite Construction Company ("**Granite**") owns certain real property located in the City of Willard, County of Box Elder, State of Utah, commonly known as Tax Parcels 02-045-0001 and 02-045-0005 (the "**Granite Property**"). Granite also leases certain real property located in the City of Willard, County of Box Elder, State of Utah (the "**Granite Leased Property**").

B. On or about [REDACTED], 202[REDACTED], Granite Construction Company ("**Granite**") (as Seller) and the City (as Buyer) entered into that certain Purchase and Sale Agreement ("**PSA**") pursuant to which Granite (as Seller) is selling and transferring to the City (as Buyer) certain Property (as further described and defined in the PSA).

C. Through the Close of Escrow under the PSA, the City will acquire from Granite and own certain real property located in the City of Willard, County of Box Elder, State of Utah, consisting of a portion of Tax Parcel No. 02-045-0005, as more particularly depicted in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"), subject to certain exclusions further described in the PSA and the deed conveying the Property to the City, including, but not limited to that certain License Agreement between Granite and the City and that certain Easement Agreement (Access) between Granite and the City.

D. Braegger has requested, and the City has agreed to grant to Braegger a non-exclusive, revocable license to enter upon certain portions of the Property for the purposes of vehicular and pedestrian access over the Property on the access route depicted on **Exhibit A**.

E. The City and Braegger desire such non-exclusive, revocable license to be on the terms, conditions, and covenants set forth in this Agreement.

AGREEMENT

NOW THEREFORE, incorporating the foregoing recitals and in consideration of the mutual agreements and covenants contained herein and for other value consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License. City hereby grants to Braegger a non-exclusive license (the "**License**") on, over, under, upon, and across that certain portion of the Property more particularly described in and depicted on **Exhibit A** attached hereto and incorporated herein (the "**License Access Route**"), which License shall be for the purposes and subject to the terms and conditions set forth herein.

2. Term. The term of this License shall commence on [DATE OF START OF TERM], 202[REDACTED] ("**Commencement Date**"), and shall terminate one [1] year from the Commencement Date, unless extended or earlier terminated in accordance with the provisions of this Agreement ("**Initial Term**").

2.1 The City grants to Braegger an option to extend the Initial Term for additional periods of one (1) year each (the "**Extended Term**"), with each Extended Term to run immediately following expiration of the then expiring Initial Term or Extended Term. The Initial Term and Extended Terms are collectively referred to herein as the "**Term**." All terms, covenants, and conditions of this Agreement shall remain unmodified and in full force and effect during the Extended Term. The License shall automatically

renew each Extended Term without notice from either Party, unless Braegger provides written notice to the City of its intent not to exercise an Extended Term prior to the expiration of the Initial Term or Extended Term.

2.2 The City may terminate this License by providing Braegger with no less than ninety (90) days prior written notice ("**City's Termination Notice**").

2.3 This Agreement may also be terminated upon the mutual written consent of both Parties.

2.4 In the event the City constructs infrastructure on the Property or other improvements which, in the City's sole discretion, require modification of the location of the License Access Route, the Parties will mutually cooperate to adjust the License Access Route to be used by Braegger

3. Use and Purposes.

3.1 The License granted herein may be used by Braegger and his invitees, for the purpose of pedestrian and vehicular ingress, egress, and access over the License Access Route ("**License Activities**"). In the event Braegger desires to use the License Access Route for any other purpose, Braegger shall be required to obtain the City's written consent. The License shall not be used for a commercial purpose or for the removal of any material such as rock, gravel, sand, or other minerals and/or materials. Vehicular ingress and egress applies only to motor vehicles such as a car, truck, camper, and ATV's. The City specifically prohibits the use of the License Access for special mobile equipment such as bulldozers, compactors, graders and other such equipment that are not designed or primarily used for the transportation of people, are not designed to operate in traffic, and only incidentally are operated or moved over highways.

3.2 Braegger shall use commercially reasonable efforts to maintain the License Access Route in as good condition and repair as it was in as of the Effective Date, subject to the terms and condition of this Agreement, and reasonable wear and tear, and damage from fire and other casualty for which insurance is normally procured excepted.

3.3 Braegger will place no improvements in, on, or upon the License Access Route without the City's prior written consent.

3.4 Braegger shall comply with all applicable state, local and federal laws, rules, and regulations.

3.5 The provisions of this Agreement shall not be deemed to constitute a dedication for public use or to create any rights in the general public.

3.6 The License granted herein is not exclusive to the grantee.

3.7 Braegger shall bear any and all costs, charges, liabilities, and expenses associated with any activities and/or entry relating to Braegger's use of the License Access Route and/or this Agreement.

3.8 Braegger shall not fence the License Access Route or erect any type of obstruction, barrier, or other improvement in or along the License Access Route or in any way prevent, hinder, or delay use of the Access Route by the City, or its employees, agents, contractors, visitors, invitees, or other licensees (including, but not limited to, Granite).

3.9 Braegger shall timely pay all claims for labor and/or materials furnished to or for Braegger, and shall keep the License Access Route (and other portions of the Property) free and clear of any and all claims or liens arising out of the License Activities.

4. As-Is. Braegger is authorized to enter and use the License Access Route at its own risk for the conduct of License Activities. Braegger acknowledges and agrees that the City has made no representations as to the condition of the License Access Route or the suitability or safety of License Access Route for any purpose whatsoever. Braegger is accessing the License Access Route in its "AS IS" condition and at Braegger's own risk. The City makes no warranties, expressed or implied, to Braegger. Braegger shall be solely responsible for inspecting the License Access Route and determining whether it is suitable and safe for the purpose of conducting the License Activities. The City shall not be obligated to make the License Access Route safe or suitable for the License Activities or any persons entering the License Access Route under this Agreement or at Braegger's request or direction, or otherwise to prepare the License Access Route for access in any manner whatsoever.

5. Non-Interference. Braegger shall not damage or alter the License Access Route (or any other portion of the Property) as a result of the License Activities. Braegger shall not take any action or omit to take any action (which it has the power to take) which would unreasonably interfere with (a) the enjoyment, use, and/or development of the Property by the City, by the City's Successors or Visitors, or by any Occupants of the Property; (b) the enjoyment, use, and/or development of the Granite Property or the Granite Leased Property by Granite, by Granite's Successors or Visitors, or by any Occupants of the Granite Property or the Granite Leased Property; or (c) any operations on the Property, the Granite Property, or the Granite Leased Property. The License Activities shall be performed in such a manner and in such locations as not to interfere with or disrupt the City's, Granite's, or any third party's authorized existing or future use of the Property, the Granite Property, or the Granite Leased Property. For purposes hereof, "**Successors**" shall mean the heirs, grantees, assignees and successors in title to the subject party or entity's property; "**Visitors**" shall mean the employees, customers, agents, visitors and other licensees and invitees of the subject party or entity; and "**Occupants**" shall mean the owners, tenants, subtenants, occupants and all other parties in possession of the subject party's or entity's property

6. Maintenance. If and to the extent that maintenance and/or repairs to the License Access Route are necessitated, caused, or incurred due to the overuse, misuse, or other unusual use of such area by any Party hereto, then the applicable costs of maintenance and repair shall be borne by the overusing, misusing or otherwise responsible Party. Other than the maintenance and repair obligations expressly set forth herein, nothing in this Agreement shall obligate any Party hereto to construct or install any paving or any other improvements on the License Access Route.

7. Recognition of Title. The License granted herein is subject to all valid and existing licenses, easements, reservations, conditions and matters of public record affecting the Property as of the date this Agreement is recorded in the Official Records of Box Elder County and not otherwise subordinated hereto.

8. Liability Insurance. During the entire term of this License, Braegger shall, at Braegger's sole cost and expense, maintain worker's compensation (to the extent and as required by applicable law) insurance and general and automobile liability insurance against claims for personal injury, death or property arising in any manner from Braegger's use of the License Access Route. All such insurance shall be obtained immediately upon the execution of this Agreement. Upon the City's request, Braegger shall deliver to the City a certificate of insurance. The general and automobile liability insurance shall not be less than \$1,000,000.00 combined single limit for bodily injury and property damage.

9. Indemnity. Braegger assumes all risks of, and releases the City from, all personal injury, property damage, death, and other damages which may be incurred by Braegger in connection with the License Activities and/or Braegger's access to, use of, and/or entry on the License Access Route. Braegger shall indemnify, defend, and hold harmless the City (and its officers, employees, agents, and licensees) from any and all claims, demands, liabilities, causes of action, judgments, awards, losses, penalties, fines, assessments, impositions, damages, liens, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs, and other expenses of litigation, and costs of environmental testing and remediation), to the extent arising out of or resulting from Braegger's acts or omissions, the License Activities, Braegger's entry on, or use or access of the License Access Route, and/or Braegger's breach of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City.

10. Assignment of License. Braegger shall not have the right to transfer, assign, or convey the License to any third party (except for his heirs) without the prior written consent of the City.

11. Heirs. Upon the death of Braegger, his interest in this License may pass by will or intestacy to his heirs and such transfer shall be treated as an assignment by Braegger consented to by the City as provided in Section 10 hereof; provided such heir promptly notifies the City of such transfer and executes and delivers to the City an agreement to assume and be bound by all of the terms, conditions, and provisions of this License.

12. General Provisions.

12.1 Notices. Any notice or other communication pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) registered or certified mail, postage prepaid, or reputable overnight delivery service with proof of delivery, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon actual receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

To Braegger: [insert]

To City: Willard City
80 W 50 S
P.O. Box 593
Willard, Utah 84340
Attn: City Manager
Telephone: 435-734-9881

12.2 Merger/Entire Agreement. All Attachments and Exhibits to which reference is made in this Agreement are deemed incorporated into the Agreement whether or not actually attached. This Agreement (including the Attachments, Exhibits and Recitals) is intended to be the entire agreement of the Parties with respect to the subject matter hereof. Except as noted in this paragraph, all prior negotiations and written and contemporary oral agreements between the Parties and their agents with respect to the express subject matter of this Agreement are merged in this Agreement together with its exhibits. This Agreement may be modified only by a writing signed by both Parties.

12.3 Governing Law. This Agreement is to be governed by, and construed in accordance with, the internal laws of the State of Utah, without giving effect to any choice or conflict of law provisions or rule which would cause the application of the laws of any jurisdictions other than the State of Utah. Venue for any legal proceeding shall be in the County in which the Property is located.

12.4 Waiver of Consequential Damages. Neither Party will be liable to the other for consequential damages. For purposes of this Agreement, the term "consequential damages" shall be deemed to include, without limitation, loss of profits, loss of use of property, capital, interest or other financing costs, loss of business opportunity, contractual liability to a third party, punitive or exemplary damages, whether or not foreseeable, or any other form of indirect or consequential damage, whether or not foreseeable, unless such liability has been expressly assumed hereunder by express provision therefore.

12.5 Miscellaneous. Time shall be of the essence as to all dates and times of performance. Any obligation that falls due or specified time period which ends on a Saturday, Sunday or legal holiday shall be deemed to fall due or end on the next business day. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent

be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of Utah or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded. Each Party has received independent legal advice from its attorney(s) with respect to this Agreement and the transaction which is the subject of this Agreement. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution to such Party as the sole source of the language in question. The Parties agree that nothing contained herein shall constitute either Party the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create or constitute any partnership, agency, joint venture, or form of business organization between the Parties hereto, nor is either Party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto. This Agreement may be executed in one or more counterparts, electronic or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed using DocuSign ®, which shall be deemed to have the same legal effect as an original, wet signature. A photocopy, electronic (including, but not limited to, via DocuSign), or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed and shall be deemed as legally binding as the original signatures.

IN WITNESS WHEREOF, Granite and City have executed this Agreement as of the date first hereinabove written.

"City"

WILLARD CITY, a body corporate
and politic of the State of Utah

By: _____
Name: _____
Its: _____

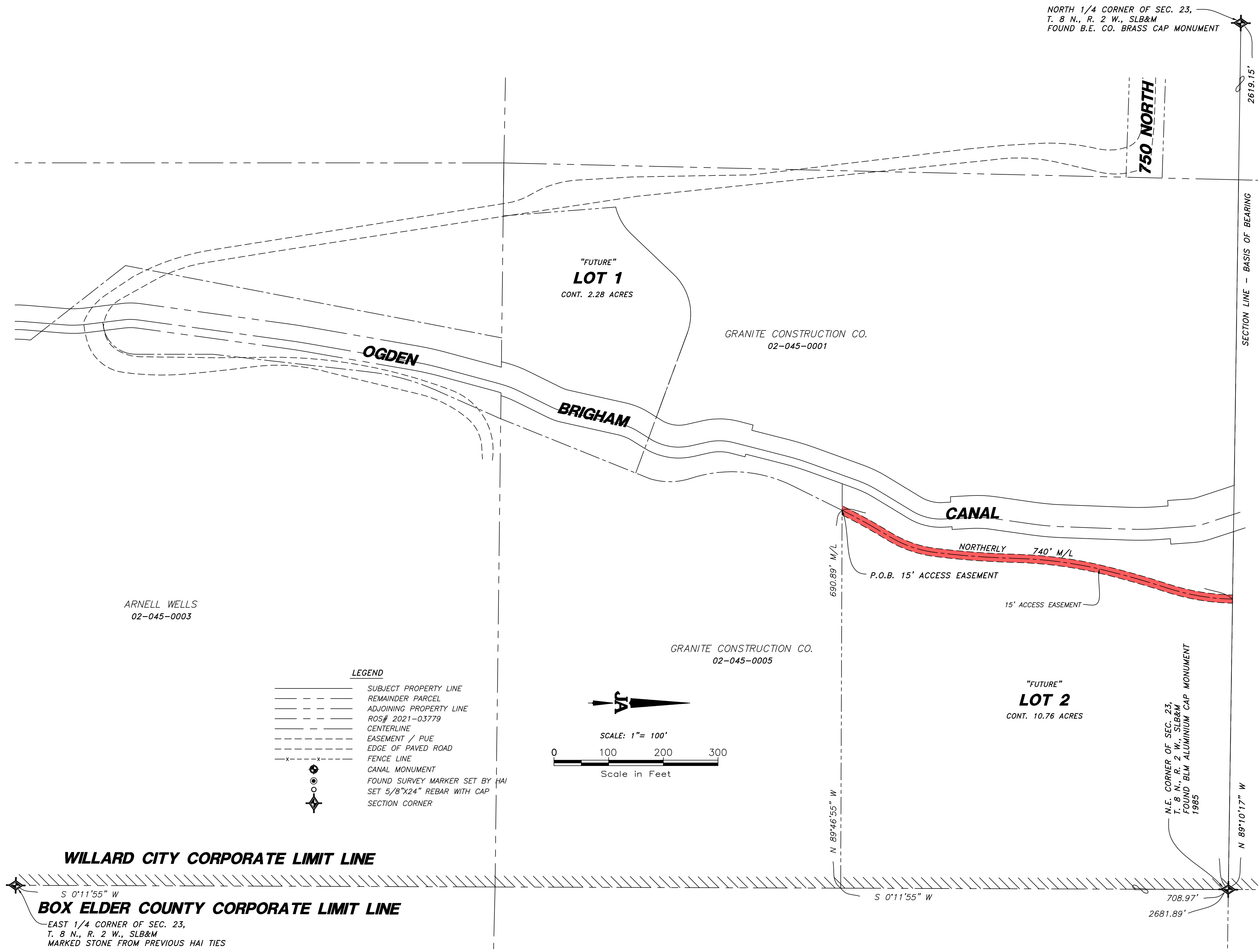
"Braegger"

KENNETH A. BRAEGGER, an individual

By: _____
Name: _____
Its: _____

EXHIBIT A
DEPICTION/ DESCRIPTION OF PROPERTY AND LICENSE ACCESS ROUTE

G:\Clients\Willard City\Projects\750 North Culinary Water Tank\2-Drawings\1-Survey\750 N Water Easements.dwg, 8/13/2025 7:58:43 AM

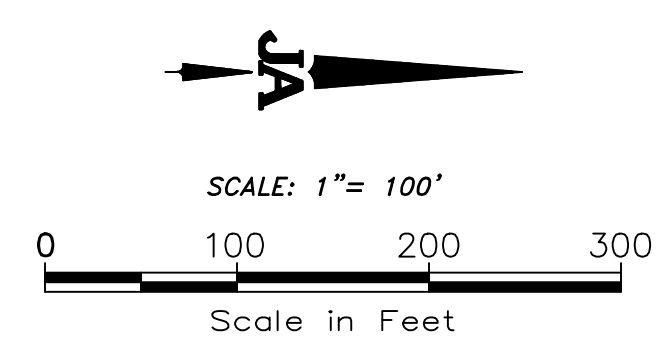


ARNELL WELLS
02-045-0003

GRANITE CONSTRUCTION CO.
02-045-0001

GRANITE CONSTRUCTION CO.
02-045-0005

- LEGEND**
- SUBJECT PROPERTY LINE
 - - - REMAINDER PARCEL
 - - - ADJOINING PROPERTY LINE
 - ROS# 2021-03779
 - - - CENTERLINE
 - - - EASEMENT / PUE
 - - - EDGE OF PAVED ROAD
 - - - FENCE LINE
 - CANAL MONUMENT
 - FOUND SURVEY MARKER SET BY HAI
 - ◆ SET 5/8"X24" REBAR WITH CAP
 - ◆ SECTION CORNER



WILLARD CITY CORPORATE LIMIT LINE
S 0°11'55" W

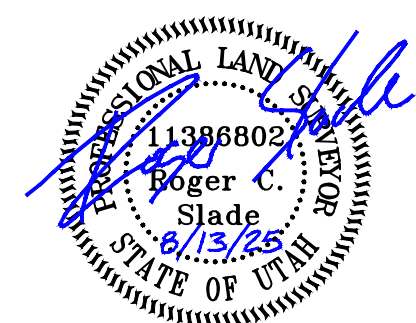
BOX ELDER COUNTY CORPORATE LIMIT LINE
EAST 1/4 CORNER OF SEC. 23,
T. 8 N., R. 2 W., SLB&M
MARKED STONE FROM PREVIOUS HAI TIES

15' ACCESS EASEMENT DESCRIPTION

A 15.00 FOOT WIDE ACCESS EASEMENT FOR INGRESS AND EGRESS BEING 7.50 FEET LEFT AND 7.50 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE NORTHEAST OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE FUTURE SOUTH LINE OF GRANTOR'S PROPERTY LOCATED 708.97 FEET SOUTH 00°11'55" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND 690.89 FEET MORE OR LESS NORTH 89°46'55" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 23;

RUNNING THENCE NORTHERLY 740 FEET MORE OR LESS TO THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE TERMINUS OF THIS EASEMENT.



JJA CONSULTING ENGINEERS ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jjaengineers.com

WILLARD
750 NORTH CULINARY WATER TANK
GRANITE - BRAEGER "EXHIBIT"
NE 1/4 SECTION 23, T8N, R2W, SLB&M

REV.	DATE	APPR.

RS DESIGNED
RS DRAWN
CHECKED

SCALE: 22"x34" H:1"=100'
11"x17" H:1"=200'

SHEET: **1**
OF 1 SHEETS