

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Attn: Associate General Counsel
Granite Construction Company
585 West Beach St.
Watsonville, CA 95076

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT (Access)

THIS EASEMENT AGREEMENT (Access) ("**Agreement**") is made and entered into by and between WILLARD CITY, a body corporate and politic of the State of Utah ("**City**"), and GRANITE CONSTRUCTION COMPANY, a California corporation ("**Granite**"), to be effective on the closing date under the PSA defined below ("**Closing Date**"). City and Granite are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Granite owns certain real property located in the City of Willard, County of Box Elder, State of Utah, consisting of portions of Tax Parcel Nos. 02-45-0001 and 02-45-0005 (the "**Granite Property**").

B. Granite also leases certain real property located in the City of Willard, County of Box Elder, State of Utah that is adjacent to the Granite Property ("**Granite Leased Property**").

C. On or about [REDACTED], 202[REDACTED], 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) and pipeline utility easement in exchange for that certain Water Agreement ("**Water Agreement**") (collectively the "**Transaction**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the PSA and Water Agreement, respectively.

D. Through the close of the Transaction, the City will acquire from Granite and own certain real property located in the City of Willard, County of Box Elder, State of Utah, a portion of which consists of approximately ± 13.04 acres (one parcel, referred to as Lot 1, consisting of approximately ± 2.28 acres and another parcel, referred to as Lot 2, consisting of approximately ± 10.76 acres), designated as portions of Tax Parcel Nos. 02-45-0001 and 02-45-0005, as more particularly depicted and described in **Exhibit 1** attached hereto and incorporated herein by reference (the "**Property**"), and excluding the Excluded Property, as further described and defined in the PSA.

E. The City desires to grant to Granite and Granite desires to acquire from the City a permanent, non-exclusive easement over the identified portions of Property, more particularly depicted and described on **Exhibit 1** attached hereto and incorporated herein by this reference.

F. The Parties desire that said easement and rights be on the terms, covenants, and conditions set forth herein.

G. In conjunction and simultaneously with the recording of the Deed (as such term is defined in the PSA), this Agreement shall be recorded in the Official Records of the County of Box Elder.

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 Easement. City hereby grants to Granite a perpetual, non-exclusive easement (the “**Easement**”) on, over, under, upon, and across that certain portion of the Property more particularly described in Exhibit 1 attached hereto and incorporated herein (the “**Easement Area**”), which Easement shall be for the purposes and subject to the terms and conditions set forth herein. The Easement and Easement Area indicated in Exhibit 1 are intended to be general depictions only. Prior to closing the Transaction contemplated in the PSA, the specific boundaries, configurations, size, and locations of the Easement and Easement Area will be mutually agreed upon following and based on the completion of a survey. The location and configuration of the Easement and Easement Area may be adjusted in writing by the mutual agreement of the Parties. Any such adjustment shall be memorialized in a mutually executed amendment to this Agreement.

2. Use and Purposes.

2.1 The Easement granted herein may be used by Granite and its Successors and Visitors and the Occupants of the Granite Property for the purpose of pedestrian and vehicular ingress, egress, and access over the Easement Area to, from, and between the Easement Area and the nearby Granite Property and/or the Granite Leased Property, and for other lawful purposes related thereto. For purposes hereof, “**Successors**” of a party shall mean the heirs, grantees, assignees and successors in title to the subject Party’s property; and “**Visitors**” shall mean the employees, customers, agents, visitors and other licensees and invitees of the subject Party; and “**Occupants**” shall mean the owners, tenants, subtenants, occupants and all other parties in possession of the subject Party’s property.

2.2 City, for itself, for its Successors and Visitors, and for all present and future Occupants of the Property, does hereby acknowledge, confirm and agree, without limitation, as follows: (a) that the Easement over the Easement Area can and likely will be used by heavy equipment; (b) that use of the Easement and Easement Area can and likely will generate noise, dust and traffic in connection with the operations on the Granite Property and/or the Granite Leased Property; and (c) that the Easement can and likely will be used to transport various materials over the Easement and Easement Area.

2.3 City, for itself, for its Successors and Visitors, and for all present and future Occupants of the Property, does hereby acknowledge, confirm and agree, without limitation, that it will not make any use of the Easement Area which will interfere with (a) any use of the Easement Area by Granite, by Granite’s Successors or Visitors, or by any Occupants of the Granite Property or the Granite Leased Property, or (b) any operations on the Granite Property or the Granite Leased Property.

2.5 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.

2.6 The Easement granted herein is not exclusive to the grantee, and City hereby reserves the rights (a) to grant further rights in and to permit other uses of the Easement Area, and (b) for itself and its Successors, Visitors and Occupants to use the Easement Area, in each case so long as said other uses are not inconsistent with and do not interfere with the use of the Easement Area by Granite and its Successors, Visitors and Occupants as granted herein, and in each case subject to the provisions and limitations of this Agreement.

3. Maintenance. If and to the extent that maintenance and/or repairs to the Easement Area are necessitated, caused, or incurred due to the overuse, misuse, or other unusual use of such area by any Party hereto or its Successors or Visitors or the Occupants of said Party’s property, then the applicable costs of maintenance and repair shall be borne entirely 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 sidewalks, paving, or any other improvements on the Easement Area.

4. Recognition of Title. The Easement 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.

5. Successors and Assigns. The Easement over the Easement Area is granted for the benefit of and is appurtenant to the Granite Property, as the dominant tenement, and shall burden the Property, as the servient tenement. The Easement shall run with the land, may not be assigned or transferred separate or apart from the parcels which they burden or benefit, and shall bind and inure to the benefit of the owners of the Granite Property and the Property and their respective Successors in title and Occupants.

6. Indemnity and Insurance.

6.1 Each of the Parties hereto (as the "**indemnitor**") shall indemnify, defend and hold harmless the other Party (as the "**indemnitee**") 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) that may be suffered or incurred by the indemnitee arising solely from or based on (a) the indemnitor's exercise of its rights under this Agreement; (b) the use or misuse of the Easement Area by the indemnitor or its Successors, Visitors or Occupants; and/or (c) the breach by the indemnitor of the indemnitor's obligations under this Agreement.

6.2 Liability Insurance. During the term of this Agreement, Granite shall, at Granite's sole cost and expense, maintain general and automobile liability and worker's compensation insurance against claims for personal injury, death or property arising in any manner from Granite's operations on and use of the Easement Area. All such insurance shall be obtained immediately upon the execution of this Agreement. Upon the City's request, Granite 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.

7. General Provisions.

7.1 Notices. Any notice or other communication pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) 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 Granite: Granite Construction Company
1000 N Warm Springs Rd.,
Salt Lake City, UT 84116
Attn: Brad Sweet, Resource Development Manager
Telephone: 801-526-6000

with a mandatory copy to:

Granite Construction Incorporated
585 West Beach Street
Watsonville, California 95076
Attention: Heather Lenhardt, Associate General Counsel

To City:

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

7.2 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.

7.3 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.

7.4 Attorneys' Fees. If any Party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for specific performance of the obligations under, for an alleged breach or default of, or any other action or proceeding arising out of or relating to this Agreement, whether or not suit is filed or prosecuted to final judgment, the Party determined by the court or referee to be the non-defaulting or prevailing Party shall be entitled to its reasonable attorneys' and legal fees and to any court or other proceeding costs incurred, in addition to any other damages or relief awarded.

7.5 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.

7.6 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.

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: _____

"Granite"

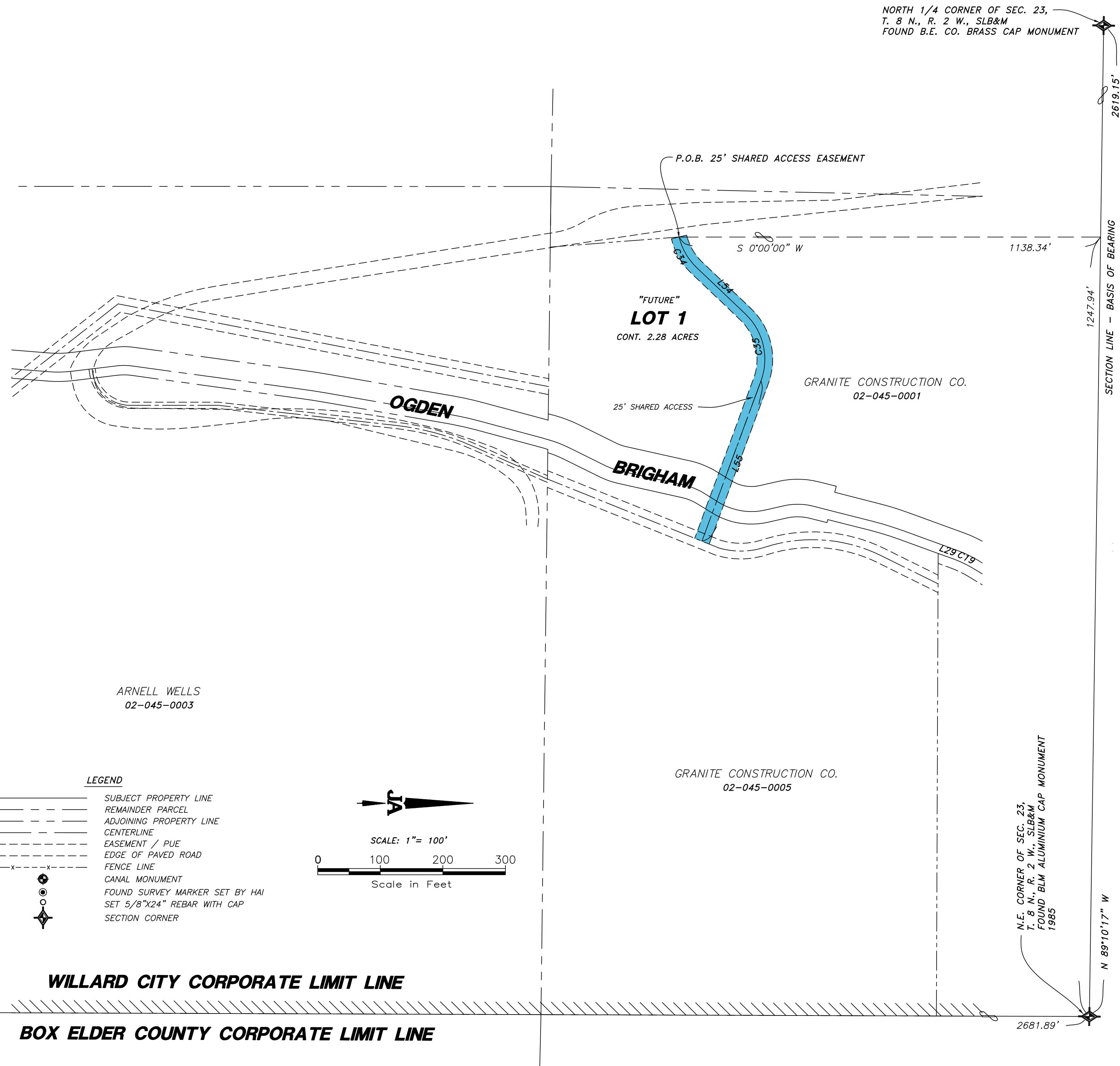
GRANITE CONSTRUCTION COMPANY, a
California corporation

By: _____
Name: _____
Its: _____

EXHIBIT 1
DEPICTION / DESCRIPTION OF PROPERTY

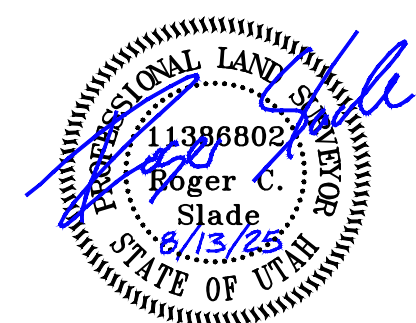
PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L40	S26°21'09"W	101.07'
L41	S21°55'35"W	294.82'
L42	S23°47'49"W	125.69'
L43	S06°26'24"W	282.93'
L44	S00°00'00"E	140.58'
L45	S81°34'18"W	10.11'
L46	S10°52'53"W	700.49'
L47	S38°04'34"E	220.85'
L48	S03°23'30"E	398.41'
L49	S15°55'19"E	358.19'
L50	S25°24'38"E	293.52'
L51	S19°46'02"E	323.91'
L52	S88°42'06"E	157.13'
L53	S21°55'35"W	4.87'
L54	N43°36'38"E	107.58'
L55	S69°46'28"E	273.01'

PARCEL CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C27	192.01'	247.50'	44°27'03"	187.23'	S04°07'37"W
C28	74.80'	122.63'	34°56'54"	73.64'	S00°37'27"E
C29	130.33'	422.17'	17°41'19"	129.82'	S14°57'09"W
C30	83.05'	60.96'	78°03'38"	76.77'	S39°01'49"W
C31	35.71'	290.92'	7°01'58"	35.69'	S02°54'49"W
C32	44.99'	668.03'	3°51'31"	44.98'	S05°19'15"E
C33	75.45'	668.03'	6°28'16"	75.41'	S10°29'09"E
C34	57.29'	100.00'	32°49'27"	56.51'	N60°01'21"E
C35	116.27'	100.00'	66°36'55"	109.83'	N76°55'05"E



25' SHARED ACCESS EASEMENT DESCRIPTION

A 25.00 FOOT WIDE SHARED ACCESS EASEMENT FOR INGRESS AND EGRESS BEING 12.50 FEET LEFT AND 12.50 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 LOCATED 1247.94 FEET NORTH 89°10'17" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 1138.34 FEET SOUTH 00°00'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 23; RUNNING THENCE NORTHEASTERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE, A DISTANCE OF 57.29 FEET, CHORD BEARS NORTH 60°01'21" EAST 56.51 FEET, HAVING A CENTRAL ANGLE OF 32°49'27"; THENCE NORTH 43°36'38" EAST 107.58 FEET; THENCE EASTERLY TO THE RIGHT ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE, A DISTANCE OF 116.27 FEET, CHORD BEARS NORTH 76°55'05" EAST 109.83 FEET, HAVING A CENTRAL ANGLE OF 66°36'55"; THENCE SOUTH 69°46'28" EAST 273.01 FEET TO THE TERMINUS OF THIS EASEMENT.



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

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

REV.	DATE	APPR.

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

DESIGNED: RS
 DRAWN: RS
 CHECKED: #####

SHEET: **1**
 OF 1 SHEETS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)