

GRANT OF PUBLIC SIDEWALK EASEMENT

THIS GRANT OF PUBLIC SIDEWALK EASEMENT (this "Agreement") is made and entered into this 11th day of October 2022 by and between Wal-Mart Realty Company, an Arkansas Corporation, Grantor, and the Town of Frisco, Colorado, a Colorado municipal corporation, Grantee, as follows:

WHEREAS, Grantor is the fee owner of the property legally described in Exhibit A (the "Easement Area"); and

WHEREAS, Grantee wishes to construct and maintain a public sidewalk within the Easement Area as depicted in the detailed plans (the "Plans") attached hereto as Exhibit B (the "Project") described herein and depicted in the Easement Area; and

WHEREAS, Grantor, as owner of said Easement Area, is hereby willing and able to grant said easement as requested.

THEREFORE, in consideration of sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor, its successors and assigns, gives and grants to the Grantee, the right to enter upon and occupy, and to construct and install a sidewalk for public use as depicted and described in the Plans, to be owned by the Grantee. The described easements are shown in Exhibit A and referred to as the "Easement Area."
2. Grantor, its successors and assigns, gives and grants to Grantee, the right in perpetuity, to maintain and use the sidewalk within the Easement Area for public purposes and the right when deemed necessary, to repair, replace and/or rebuild the same.
3. GRANTEE is granted the aforementioned rights, together with the rights and privileges of ingress and egress to and from said property for the above stated purposes, provided that:
 - a. Grantee's exercise of such rights shall not unreasonably interfere with Grantors' use and enjoyment of (as well as their normal business operations on) the property, and
 - b. Will not unreasonably interfere with the normal business operations of Grantors on the property, including the visibility of any signs or improvements on the property, access to public streets, parking stalls, or building entrances.
4. As an essential part of the consideration herein and by the acceptance of the grant of easement, said Grantee, its permitted successors and assigns, further take said easement, subject to the condition and thereby covenants that upon the initial construction, improvement or repair of said public facilities, that it will restore and return the remainder of said premises to substantially the same condition as said premises were prior to said construction, improvement or repair.

5. In no event shall Grantee use the Easement Area or surrounding property in a manner which interferes with Grantor's use of its property. Grantee further agrees Grantee shall not interfere with Grantor's business operations while utilizing the Easement Area. Grantee covenants and agrees to maintain the sidewalk properly thereon and keep same in good order, free and clear from rubbish. Grantee further covenants and agrees that all construction activities will be timed so as to not interfere with trucking schedules of Grantor, and that driveways damaged by Grantee's use of the Easement Area will be promptly replaced in accordance with Grantor's specifications at Grantee's sole cost and expense. Grantee covenants and agrees that Grantor's property will not be used as a staging area and will not be used to store equipment, trucks, dirt, supplies, materials, rubble, spoil or any other materials of Grantee. Grantee also covenants and agrees that no heavy trucks or equipment associated with the use of the Easement Area by Grantee shall utilize the entranceways, streets or roadways located on Grantor's property or the Easement Area without Grantor's prior written consent. Following completion of work, if Grantee has removed or damaged any of Grantor's improvements, including but not limited to paving, sod, herbage, lighting standards, signage or landscaping within the Easement Area or otherwise on Grantor's property, Grantee shall at Grantee's sole cost and expense immediately restore the property injured by Grantee's activities to the same condition as existed previous to Grantee's entry upon the particular property. Grantee further agrees that Grantee shall, at all times during the construction of improvements pursuant to this Agreement, maintain and pay for comprehensive general liability insurance affording protection to Grantor and Grantee, and naming Grantor as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than \$1,000,000.00 for each occurrence. In exercising any rights and privileges under this Agreement, Grantee shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities. Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of Grantee's improvements. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers. Grantee shall promptly discharge any liens arising from Grantee's work upon the Easement Area.
6. Grantee will, to the extent permitted by Colorado law, if permitted at all, indemnify, defend, and hold Grantors harmless from and against all claims, damages, liens (including mechanics' liens), injuries, deaths, losses, and expenses arising out of or in any way relating to the design, operation, installation, maintenance, repair, replacement, and removal of the Bus Shelter improvements. The foregoing indemnity and defense obligations of Grantee shall expressly survive the termination of this Easement for any reason, and is not intended to benefit any other or third party.

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The Agreement herein as set-out, shall be construed as a covenant running with the remainder of the lands owned by the Grantor, and is binding upon said Grantor as the owner of said lands, and for Grantor, its successors and assigns, anyone claiming under them, or any of them, as owners or occupants thereof.

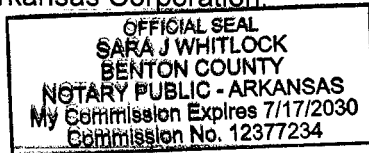
IN WITNESS WHEREOF, the Grantor has hereto set its hand the date and year first above written.

**GRANTOR: WAL-MART REALTY COMPANY,
AN ARKANSAS CORPORATION**

Name: _____
Title: Senior Manager II

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 27th day of September 2022, by Matthew Dean as Senior Manager II on behalf of Wal-Mart Realty Company, an Arkansas Corporation.



Sara J Whitlock

Grantee hereby agrees to be bound by the terms and conditions of the grant of this easement.

GRANTEE:

Name: _____
Title: Hunter Mortensen, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 11th day of October 2022, by Hunter Mortensen, as Mayor of the Town of Frisco.

Exhibit A
“Easement Area”

Exhibit B
“Project”