SIDEWALK AGREEMENT

THIS SIDEWALK AGREEMENT (this "Agreement") is made and entered into this __ day of _____, 2021, by and between the FIRSTBANK, a Colorado state banking corporation ("FirstBank"), and the ROARING FORK TRANSIT AUTHORITY, a rural transportation authority established pursuant to the laws of the State of Colorado ("RFTA") (each party a "Party" or collectively the "Parties").

Recitals

A. FirstBank is the owner of that certain real property located in Eagle County, Colorado, as more particularly described on the attached **Exhibit A** (the "FirstBank Parcel").

B. RFTA operates a bus rapid transit stop (the "BRT Stop") as depicted on **Exhibit B** attached hereto, which is located within the public right-of-way of Colorado State Highway 82 and in close proximity to the FirstBank Parcel.

C. RFTA leases the BRT Stop from the Colorado Department of Transportation ("CDOT") pursuant to [_a master lease agreement, property management number 100837 _____] (the "BRT Lease").

D. In order to provide for pedestrian access between the FirstBank Parcel and the BRT Stop, CDOT has granted to RFTA a lease to use the real property to construct a BRT Station and a Special Use Permit to First bank to construct a connecting sidewalk from the BRT station to the FirstBank Parcel as more particularly depicted on **Exhibit B** attached hereto (the "Sidewalk Area"), pursuant to that certain the "Special Use Permit".

E. In consideration for the benefits which will accrue to FirstBank and success owners of the FirstBank Parcel in connection with the pedestrian access to the BRT Stop, FirstBank has agreed to construct, install, maintain and repair certain improvements located within the Sidewalk Area as more fully detailed on **Exhibit C** attached hereto (the "Sidewalk Improvements").

F. FirstBank and RFTA desire to enter into this Agreement for the purpose of memorializing their mutual understandings as to the installation, maintenance and repair of the Sidewalk Improvements located within in the Sidewalk Area.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FirstBank and RFTA agree as follows:

1. Special Use Permit. FirstBank is responsible for and adhere to all CDOT permit requirements an provisions listed for Pemittee (RFTA) including but not limited to all payments for permit, underground utility locates, providing certificates of insurance from FirstBank and FirstBank's contractor, scheduling all inspections and closing out the permit with CDOT.

2. FirstBank's Installation and Maintenance Obligations. FirstBank shall be responsible, at its sole cost and expense, for installing, maintaining, repairing and replacing the

Sidewalk Improvement located within the Sidewalk Area. If any work performed by or on behalf of FirstBank causes any damage to any improvements that are the responsibility of RFTA, FirstBank will be responsible, at its sole cost and expense, for repairing and restoring the damaged improvements to their pre-existing condition. FirstBank agrees to maintain the Sidewalk Improvement in good condition, remove snow and ice in a timely manner from the sidewalk as necessary to maintain a safe walking surface and repair, ordinary wear and tear expected and in accordance with all applicable laws, ordinances, rules, regulations, approvals and other requirements of all governmental authorities, public bodies and all other authorities having jurisdiction over the premises.

3. Temporary Unavailability. FirstBank will have the right to temporarily restrict access to the Sidewalk Area during times that it is installing or performing maintenance on the area or for any other reasonable cause upon prior notice to RFTA explaining the reason why access to the Sidewalk Area will be temporarily restricted and the anticipated duration of such temporary restriction.

4. No Ownership Grant. Nothing in this Agreement shall be construed as a dedication or grant of fee simple ownership of the Sidewalk Area. This Agreement is at all times subject to the terms and conditions of the BRT Lease and the Sidewalk License.

5. Term. RFTA reserves the right to terminate this Agreement upon ninety (90) days' prior written notice to FirstBank. Except as so terminated by RFTA, this Agreement will remain in effect in perpetuity.

6. Indemnification. FirstBank agrees to defend, indemnify and save harmless RFTA from any and all liability, claims and demands, including reasonable attorneys' fees, for bodily injury or damage to property arising out of FirstBank's gross negligence or willful misconduct in connection with FirstBank's construction, maintenance and repair of the Sidewalk Improvements, unless arising from the gross negligence or willful misconduct of RFTA. Except as expressly provided in this Section 5, FirstBank will have no liability whatsoever for bodily injury or damage to property arising from the public's use of the Sidewalk Area and Sidewalk Improvements.

7. Notice. Any and all notices required or permitted to be given by the terms of this Agreement shall be effective: (a) on the date of delivery, if delivered by personal delivery (including delivery by overnight courier); or (b) on the day of deposit in the U. S. mail as certified mail, postage prepaid, addressed as follows:

As to FirstBank: FirstBank
Attn: Pete Whalen
Director, Real Estate and Facilities
12345 West Colfax Ave.
Lakewood, CO 80215

As to RFTA:

Director of Facilities
ATT: Michael Hermes

2307 Wulfsohn Road. Glenwood Spring Colorado, 81601

Personal delivery shall be deemed to have occurred when any notice is delivered to the offices of the party for whom the delivery is intended or to such address as the parties may from time to time designate in writing with notice as provided herein and may be evidenced by an affidavit of delivery.

8. Miscellaneous Provisions.

(a) Governmental Immunity. Nothing in this Agreement will be construed as a waiver by either Party of any of the rights and privileges it has under the Colorado Governmental Immunity Act.

(b) TABOR. None of the Parties' obligations pursuant to this Agreement shall be construed to constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado, and any financial obligations of either Party pursuant to this Agreement shall be contingent upon annual appropriations by such Party in accordance with all laws of the State of Colorado applicable to such Party.

(c) No Partnership. This Agreement is not an agreement creating a partnership, joint venture or other similar relationship between the Parties.

(d) Authority. Each Party represents and warrants that it has full internal authority to enter into this Agreement and that all actions required to memorialize that authority have been carried out.

(e) Negotiated Terms. The Parties acknowledge this Agreement has been negotiated at arm's length; each party has had an opportunity to review and revise this Agreement and has been extended an opportunity to have legal counsel review and revise this Agreement. No rule of construction that ambiguities are to be resolved against the drafting party will be employed in the interpretation of this Agreement.

(f) Headings. The headings within this Agreement are inserted for convenience of reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

(g) Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for any action arising out of this Agreement will rest with the District Court for Eagle County, Colorado.

(h) Recording. This Agreement will be recorded in the real property records of Eagle County, Colorado.

(i) Amendment. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by written instrument duly executed by the Parties.

(j) Counterparts. This Agreement may be executed in counterparts, each of which will be an original, and all of which together will constitute the agreement of the Parties.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

FIRSTBANK,
a Colorado state banking corporation

By: _____
Name: Pete Whalen
Title: Director, Real Estate and Facilities

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Pete Whalen as Director of Real Estate and Facilities for FirstBank, a Colorado state banking corporation.

Witness my hand and official seal.

My commission expires: _____.

_____
Notary Public

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ROARING FORK TRANSIT AUTHORITY,
a rural transportation authority established
pursuant to the laws of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ as _____ of Roaring Fork Transit Authority, a rural transportation authority established pursuant to the laws of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____.

_____
Notary Public

Exhibit A
Legal Discription of FirstBank Parcel

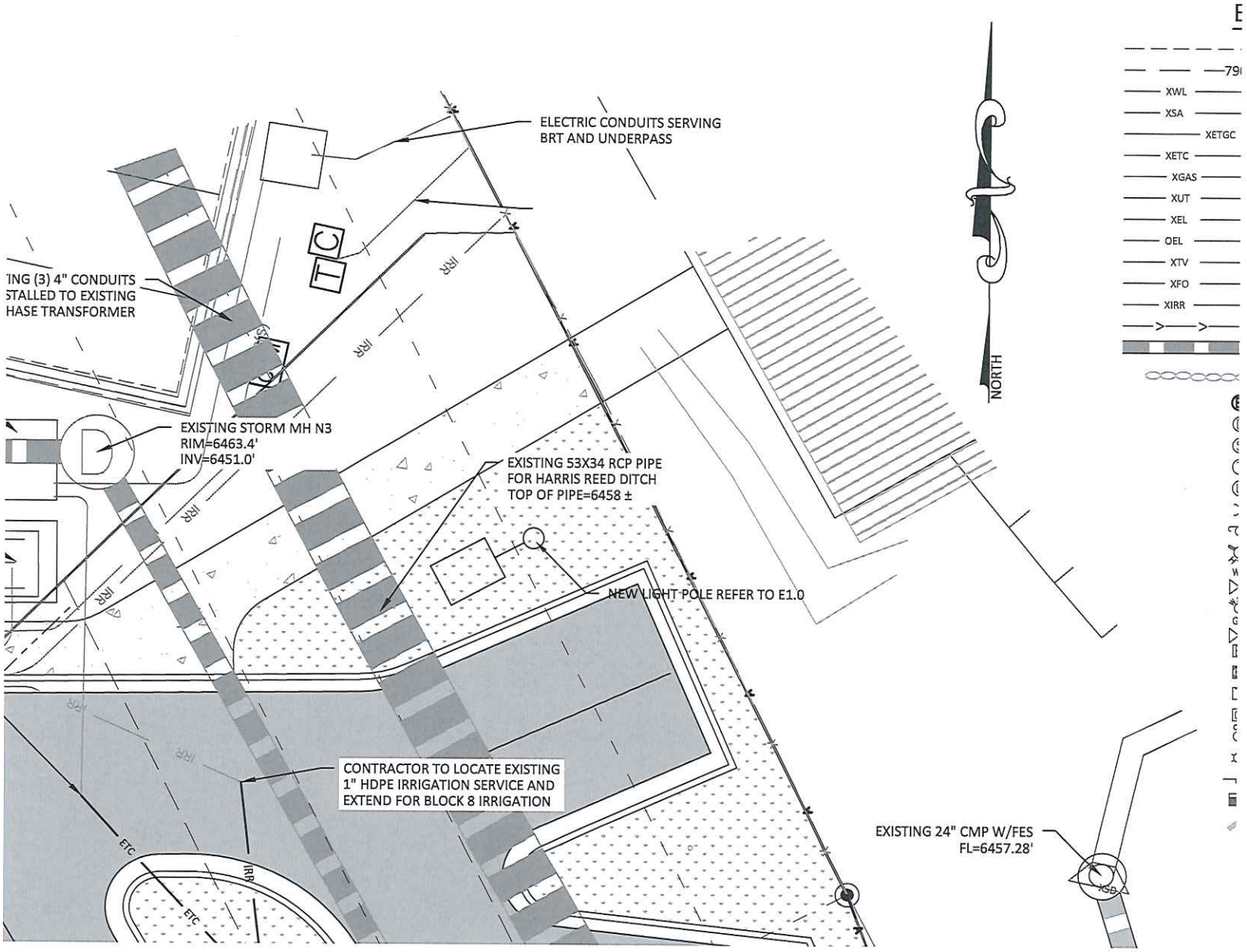


Exhibit B
Discription of BRT Stop and Sidewalk

WILLITS TOWN CENTER, BLOCK 8

A PARCEL OF LAND SITUATED IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.,
TOWN OF BASALT, COUNTY OF EAGLE, STATE OF COLORADO

100% CONSTRUCTION DOCUMENTS

SHEET INDEX	
C1.0	COVER SHEET
C1.1	EXISTING CONDITIONS/DEMO PLAN
C2.0	SITE, SIGNAGE AND SNOW STORAGE PLAN
C2.1	STRUCTURAL TOPSOIL PLAN
C3.0	GRADING AND DRAINAGE PLAN
C3.1	STORM PLAN AND PROFILE
C3.2	FOUNDATION DRAIN PLAN
C4.0	MASTER UTILITY PLAN
C5.0	SITE DETAILS 1 OF 3
C5.1	SITE DETAILS 2 OF 3
C5.2	SITE DETAILS 3 OF 3
C5.3	WATER AND SEWER DETAILS

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.

SOPRIS ENGINEERING-LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, CO 81623
(970) 704-0311

811
Know what's below.
Call before you dig.

SOPRIS ENGINEERING, LLC
CIVIL CONSULTANTS

DESIGNED BY	SOH	3/5/21
DRAWN BY	SOH	3/5/21
CHECKED BY	YTN	3/5/21
DATE:		3/5/21
JOB NO.		19248

WILLITS TOWN CENTER-BLOCK 8
FIRSTBANK
TOWN OF BASALT, COLORADO
100% CDs

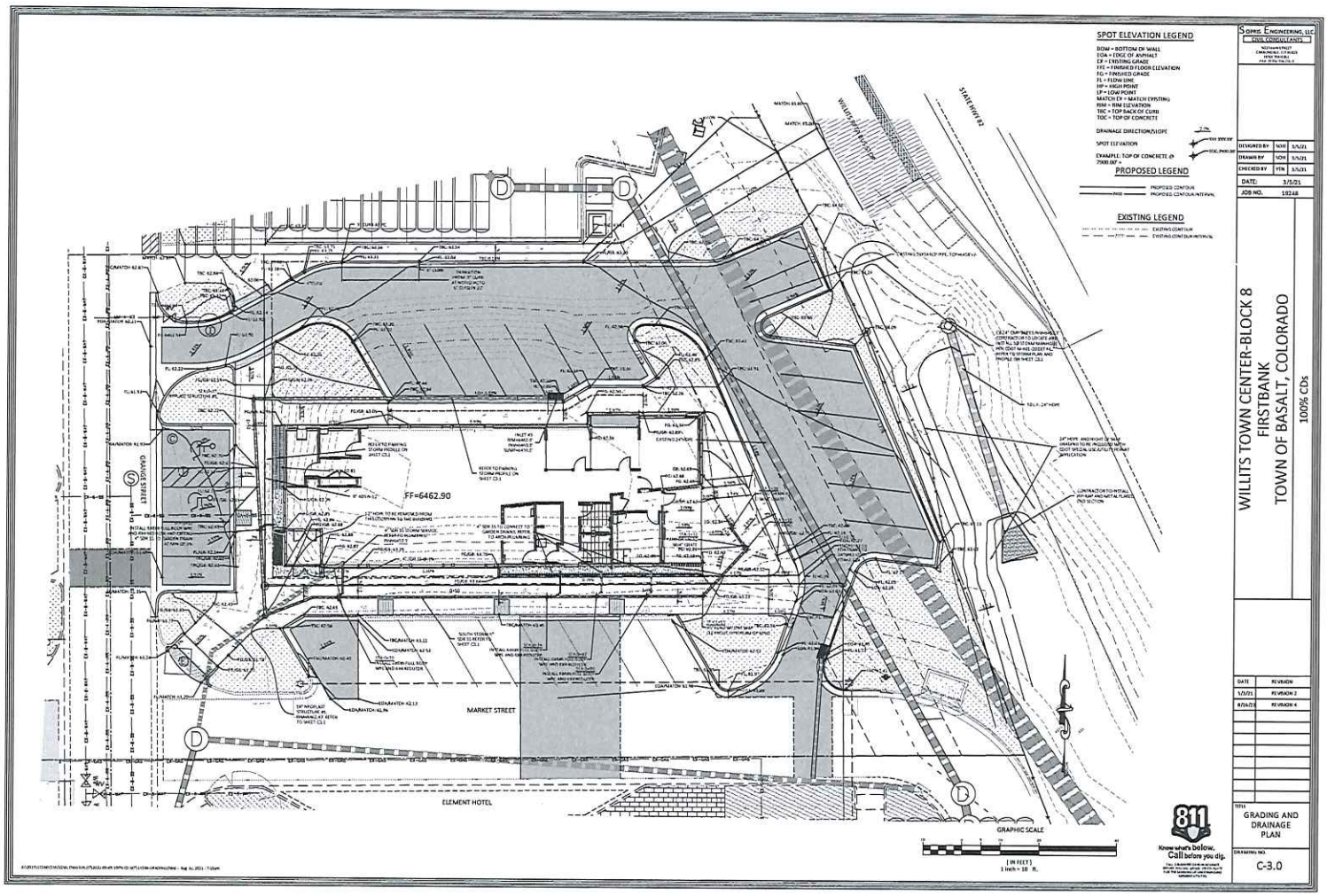
3/5/2021

DATE	REVISION

TITLE
COVER SHEET

DRAWING NO.
C-1.0

Exhibit B


SPOT ELEVATION LEGEND
BOW = BOTTOM OF WALL
EOA = EDGE OF ASPHALT
EP = EXISTING GRADE
FFE = FINISHED FLOOR ELEVATION
FG = FINISHED GRADE
FL = FLOW LINE
HP = HIGH POINT
LP = LOW POINT
MATCH EX = MATCH EXISTING
RIM = RIM ELEVATION
TBC = TOP BACK OF CURB
TOC = TOP OF CONCRETE
DRAINAGE DIRECTION/SLOPE
SPOT ELEVATION
EXAMPLE: TOP OF CONCRETE @ 7500.00' =
PROPOSED LEGEND
PROPOSED CONTOUR
PROPOSED CONTOUR INTERVAL
EXISTING LEGEND
EXISTING CONTOUR
EXISTING CONTOUR INTERVAL
SOPRIS ENGINEERING, LLC
CIVIL CONSULTANTS
DESIGNED BY SOH 3/5/21
DRAWN BY SOH 3/5/21
CHECKED BY YTN 3/5/21
DATE: 3/5/21
JOB NO. 19248
WILLITS TOWN CENTER-BLOCK 8
FIRSTBANK
TOWN OF BASALT, COLORADO
100% CDs
DATE REVISION
1/5/21 REVISION 2
8/16/21 REVISION 4
TITLE
GRADING AND DRAINAGE PLAN
DRAWING NO.
C-3.0
FF=6462.90
MARKET STREET
ELEMENT HOTEL
GRAVEL STREET
STATE HIGHWAY 82
WILLITS TOWN CENTER
GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.
811
Know what's below.
Call before you dig.

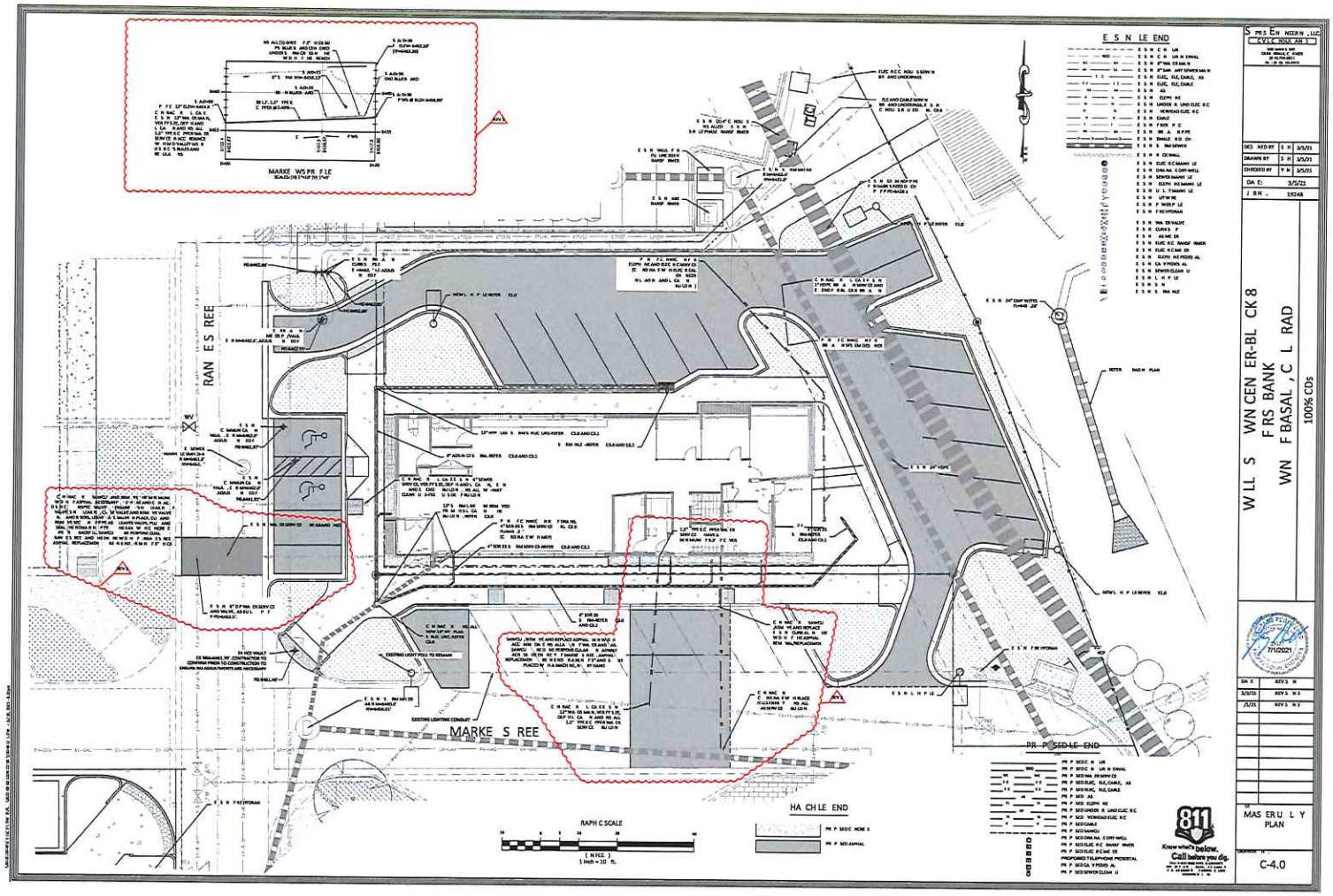



Exhibit C
Discription of Sidewalk Improvements