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CONSTRUCTION EASEMENT
AGREEMENT

THIS Construction Easement Agreement ("Agreement") is made effective the 5th day of March, 2008 by and between the Steamboat Springs Health Care Association Medical Office Building Condominiums Owners Association ("MOB Association") and Yampa Valley Medical Center, a Colorado non-profit corporation ("Hospital").

RECITALS

WHEREAS the MOB Association is the association of unit owners for the Steamboat Springs Health Care Association Medical Office Building Condominiums ("MOB Condominium") located on the property described as Lot 3, Yampa Valley Medical Center ("Lot 3"), and

WHEREAS Lot 3 is subject to that certain reciprocal easement for parking and vehicular and pedestrian circulation recorded at Reception No. 536478 of the Routt County records ("Circulation and Parking Declaration"), and

WHEREAS the Hospital is the owner of the property described as Lot 64, Barn Village at Steamboat, File No. 13831 of the Routt County records ("Lot 64") and the property within Lot 4, Yampa Valley Medical Campus located westerly of the area identified as Access Easement No 1 on the Yampa Valley Medical Campus plat (the YVMC Plat") on which the Hospital intends to construct surface parking facilities (the "Parking Expansion"), and

WHEREAS as a condition of land use approval from the City of Steamboat Springs ("City") for building improvements on Lot 64 or for the Parking Expansion, Hospital, or its successor in title in such property, may be required to, or may otherwise desire to, make certain median improvements to the parking area located within Lot 3, and

WHEREAS the MOB Association desires to grant this Construction Easement to the Hospital for the purpose of constructing such parking area improvements within a portion of Lot 3 as described herein.

NOW THEREFORE in consideration of the foregoing recitals and the promises and agreements of the parties as herein contained, the parties agree as follows:

1. Grant of Easement. The MOB Association grants to the Hospital a construction easement ("Easement") for the purpose of constructing median and related improvements in the existing parking area constructed on Lot 3, such improvements to be constructed at the sole cost of the Hospital within the presently improved parking lot not more than thirty feet (30') from the west lot line of Lot 3. Any improvements constructed under the authority herein granted shall be operated and maintained pursuant to the Circulation and Parking Declaration.

2. Executive Board Approval. No improvements may be constructed under the authority granted herein unless such improvements have first been approved by the City and the Executive Board of the MOB Association, such approval not to be unreasonably withheld.

3. Indemnity. The Hospital agrees to defend, indemnify and hold harmless the MOB Association from and against any cost, loss, liability, claim, damage or expense, including reasonable attorney's fees incurred by MOB Association and resulting from the construction activities of the Hospital under this Easement. In addition, prior to commencing any construction under this Easement, the Hospital shall provide the MOB Association proof of liability insurance in coverage amount of not less than \$2,000,000 naming the MOB Association as an additional insured under such policy.

4. Miscellaneous. This Agreement shall be binding on the parties hereto and their successors and assignees, run with the land, burden Lot 3, benefit Lot 4 and Lot 64 and not be amended or terminated unless such amendment or termination is approved by the Hospital and
 - (a) the City as evidenced by the recorded approval of the City Manager, and
 - (b) the MOB Association without the necessity of the consent of any individual unit owner within Lot 3 or Lot 64.

IN WITNESS WHEREOF the parties have executed the Construction Easement Agreement on the 5th day of March, 2008.

YAMPA VALLEY MEDICAL CENTER, A
COLORADO NON-PROFIT CORPORATION

By: *Karl Gills*
Karl Gills, CEO

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

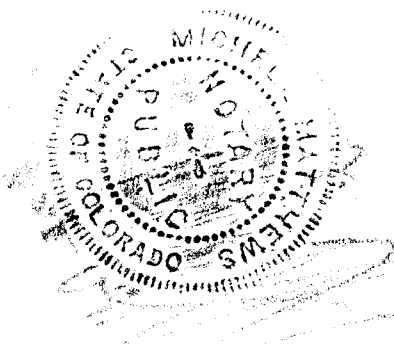
The foregoing Construction Easement Agreement was acknowledged before me this 5th day of March, 2008, by Karl Gills, as CEO of Yampa Valley Medical Center, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 8-10-2008

{S E A L}

Michele Matthews
Notary Public



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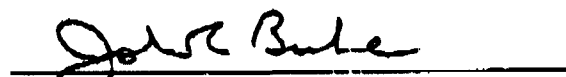
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**UNANIMOUS CONSENTS OF EXECUTIVE BOARD OF THE STEAMBOAT SPRINGS
HEALTH CARE ASSOCIATION MEDICAL OFFICE BUILDING CONOMINIUMS ("MOB
ASSOCIATION**

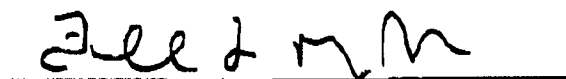
The undersigned, being all the members of the Executive Board of the MOB Association hereby waive notice of and holding of a special meeting of the Executive Board of the MOB Association and pursuant to the Colorado non-profit corporation act and the bylaws of the Association, unanimously consent to and approve the foregoing Construction Easement Agreement on behalf of the MOB Association effective the date set forth above.




Mark Sandvik




John Burke



Frank May



John Lupori



Lisa Famiglietti