



LANDSCAPE EASEMENT AND SIDEWALK AGREEMENT

THIS LANDSCAPE EASEMENT AND SIDEWALK AGREEMENT ("Agreement") is made and entered into effective the 7th day of March, 2008 by and between the Yampa Valley Medical Center ("Medical Center") and Barn Village at Steamboat Owners Association ("Association").

RECITALS

The Medical Center is the owner of the two strips of property located adjacent to Twilight Lane as shown on the plat of the Yampa Valley Medical Campus filed in File No. 13832 of the Routt County records ("Medical Campus Plat") consisting of the westerly strip of property burdened by an easement in favor of the City of Steamboat Springs ("City") identified on the Medical Campus Plat as 20' Utility, Sidewalk and Slope Maintenance and Drainage Easement and the easterly strip burdened by an easement in favor of the City identified on the Medical Campus Plat as the 20' Slope Maintenance and Drainage Easement (collectively such strips of property shall be herein referred to as the "Easement Area").

The Association is the association of lot owners for the subdivision known as Barn Village at Steamboat ("Subdivision"). The Subdivision is accessed by way of Twilight Lane.

The developer of the Subdivision (with the authorization of the City) will be installing a sidewalk on the west side of Twilight Lane and landscaping within the Easement Area. The purpose of this Agreement is to authorize installation of such landscaping within the Easement Area and to provide for the maintenance of such landscaping and sidewalk by the Association.

NOW THEREFORE in consideration of the foregoing recitals and the covenants and agreements of the parties as hereinafter contained, the parties agree to as follows:

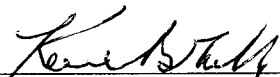
1. Grant of Easement. Medical Center does hereby grant and convey unto Association a perpetual and non-exclusive easement for the installation, replacement, repair and maintenance of landscaping within the Easement Area. The landscaping shall be installed by the developer of the Subdivision at its cost in accordance with plans approved by the City and Medical Center and Medical Center shall have no responsibility for the cost of such installation or required upkeep and/or maintenance. No modifications shall be made to the landscaping within the Easement Area without the written consent of the City and Medical Center, except that the Association may replace diseased or dead plant materials without the necessity of any consent of the Medical Center or the City.
2. Sidewalk Maintenance. The Association shall maintain the sidewalk located within the sidewalk Easement Area on the west side of Twilight Lane in accordance with the City regulations. However, the obligation of the Association

to maintain such sidewalk shall terminate on the date of issuance of the Certificate of Occupancy for any development accessed from Twilight Lane and requiring City development plan or final development plan approval located on Lot ~~V~~^{2A} or Lot ~~V~~^{2A} of the Medical ~~Center~~^{Campus} Plat. ^{2B}


3. Miscellaneous. The Easement herein is granted subject to all reservations, restrictions, covenants and agreements of record on the date hereof. If the Association shall be in default in the performance of any its obligations hereunder, in addition to all other remedies of the Medical Center at law or equity, the Medical Center shall be entitled to, (but not obligated to) perform the obligations of the Association hereunder and to recover from the Association as damages the cost of such performance together with reasonable attorney's fees and costs incurred by the Medical Center in connection therewith. This instrument may not be altered or amended, and no right under this instrument may be waived, except in a written instrument executed by the parties. No consent of individual lot owner within the Subdivision shall be required for purposes of the amendment or termination of this Agreement.

7th IN WITNESS WHEREOF, this Landscape Easement Agreement is executed as of the day of March, 2008.

YAMPA VALLEY MEDICAL CENTER,
a Colorado nonprofit corporation

By: 
Karl Gills, President

BARN VILLAGE AT STEAMBOAT OWNERS
ASSOCIATION, a Colorado nonprofit corporation

By: 
Robert Comes, President

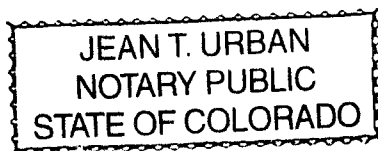
STATE OF Colorado)
) ss:
COUNTY OF Routt)

The foregoing Landscape Easement Agreement was acknowledged before me this 7th day of March, 2008, by Karl Gills, as President of Yampa Valley Medical Center, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 6-20-2009

{S E A L}



My Commission Expires June 20, 2009

Jean T Urban
Notary Public

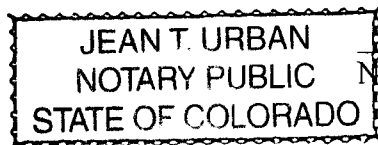
STATE OF Colorado)
) ss:
COUNTY OF Routt)

The foregoing Landscaping Easement Agreement was acknowledged before me this 7th day of March, 2008, by Robert Comes, as President of Barn Village at Steamboat Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 6-20-2009

{S E A L}



My Commission Expires June 20, 2009

Jean T Urban
Notary Public