



## GRANT OF OPEN SPACE EASEMENT AND TRAIL AGREEMENT

**WHEREAS**, the YAMPA VALLEY MEDICAL CENTER, a Colorado nonprofit corporation, f/k/a Steamboat Springs Health Care Association, dedicated to the City of Steamboat Springs an open space and trail easement on November 2, 2000, which easement is recorded in Reception No. 536481 in the Routt County Clerk and Recorder's office ("Old Easement"); and

**WHEREAS**, the City of Steamboat Springs vacated said Old Easement by Ordinance No. 2150 and conveyed any and all interest the City of Steamboat Springs had in the Old Easement to the Yampa Valley Medical Center, a Colorado nonprofit corporation, by Quit Claim Deed recorded in Reception No. 671779 in the Routt County Clerk and Recorder's office; and

**WHEREAS**, the Yampa Valley Medical Center now desires to dedicate to the City of Steamboat Springs an easement for open space pursuant to the terms below.

**NOW, THEREFORE, YAMPA VALLEY MEDICAL CENTER, a Colorado nonprofit corporation**, whose address is 1024 Central Park Drive, Steamboat Springs, Colorado 80487 ("YVMC" or "Grantor") hereby dedicates to the **CITY OF STEAMBOAT SPRINGS, a Colorado home municipality** ("City" or "Grantee") whose address is P.O. Box 775088, Steamboat Springs, Colorado 80477, a perpetual easement (the "Easement") over and across the four areas designated OPEN SPACE Easement on the replat of Yampa Valley Medical Campus, File No. 13832 of the Routt County records ("Replat"), for the purpose of preserving the property encumbered by the Easement as open space. YVMC dedicates this Easement to the City and the City accepts the dedication of this Easement in accordance with the following terms and conditions:

1. YVMC is the owner of the four areas designated OPEN SPACE EASEMENTS A, B, C AND D, and warrants title to the Easement to the City subject to and except for general and special taxes for the year 2008 and subsequent years; encroachments, easements, ditches and rights of way of record or apparent; and covenants, restrictions, agreements, reservations, mineral reservations and regulations whether or not of record.

2. The four areas designated Open Space Easements A, B, C and D on the Replat ("Open Space") shall be the servient estate and the City shall hold this Easement in Gross and shall be the beneficiary of all covenants made herein by the YVMC.

3. YVMC and the City mutually and reciprocally covenant with one another that no structures or improvements of any kind shall be constructed within the Easement except that (1) either party may install underground utilities and drainage facilities and appurtenances thereto; (2) YVMC may landscape the Open Space and may irrigate said landscape improvements; (3) YVMC has constructed and currently maintains a trail within Open Space Easement D, said trail expressly excludes all motorized vehicles of any type ("Trail"); (4) YVMC may construct and maintain trails within Open Space Easements A, B, C and D; and (5) either party may construct and maintain such other improvements as may be approved by resolutions of the City Council of the City of Steamboat Springs and the Board of Directors of YVMC; provided, however, that no resolution shall be required of the

Board of YVMC if YVMC has been dissolved as of the date of any resolution approved by the City, and provided further that said resolution shall be recorded in the Routt County records.

4. YVMC, and its successors in interest and assigns, shall retain all interests in the Open Space not expressly transferred and conveyed by this Easement, and all uses of the Open Space that are not inconsistent with this Easement, or prohibited by law.

5. Nothing herein contained shall be construed as affording access to the general public to any portion of the Open Space, except that the City may permit access by the general public across the Trail on such terms and conditions as the City deems appropriate. YVMC shall be responsible for summer maintenance of the 8 foot wide soft surface trail that has been constructed, but no snow removal shall be required. YVMC agrees to extend the Trail to the adjacent Barn Village property trail connecting to the north of Open Space Easement D, at its cost, at such time as a City trail connection has been constructed within the Barn Village property.

6. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions and negotiations, understandings or agreements related to the Easement, all of which are merged herein. This Easement shall burden and encumber only the areas labeled "Open Space Easement A, B, C and D" on the Replat.

**IN WITNESS WHEREOF**, YVMC has executed this GRANT OF OPEN SPACE EASEMENT AND TRAIL AGREEMENT this 7<sup>th</sup> day of March, 2008.

YAMPA VALLEY MEDICAL CENTER a Colorado  
nonprofit corporation

By: Karl Gills

Karl Gills, Chief Executive Officer

