



TEMPORARY
DRAINAGE EASEMENT
AGREEMENT

2nd THIS Temporary Drainage Easement Agreement ("Agreement") is made effective the day of March, 2008 between Mountain Property Development, Inc., a Colorado corporation ("MPD") and Yampa Valley Medical Center, a Colorado non-profit corporation ("Hospital").

RECITALS

At the time of recording of this instrument, MPD is owner of property described as Lot 63, Barn Village at Steamboat, File No. 13831 of the Routt County records ("Lot 63"). There is currently existing on Lot 63 at the location designated "CENTER LINE OF A 20.0' WIDE DRAINAGE EASEMENT" a culvert benefiting the property owned by the Yampa Valley Medical Center described as Lot 4 ("Lot 4") on the plat of Yampa Valley Medical Campus ("Medical Campus Plat") at File No. 13832 of the Routt County records. MPD and Hospital have agreed that the culvert will be relocated in the area described as Drainage Easement on the Medical Campus Plat in conjunction with the development of improvements on Lot 63.

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

1. Grant of Temporary Easement. MPD does hereby grant and convey to the Hospital a temporary 20.0' wide drainage easement centered on the line described as CENTER LINE OF A 20.0' WIDE DRAINAGE EASEMENT within Lot 63. This temporary easement shall automatically terminate upon the relocation of the culvert located within such easement as herein described.
2. Relocation of Culvert. In conjunction with the development of improvements on Lot 63 but no later than the date of issuance of a temporary or permanent certificate of occupancy for improvements located on Lot 63, MPD shall, at its sole expense, but subject to partial reimbursement as set forth in that certain Agreement between Hospital and MPD dated March 5th, 2008, in accordance with plans approved by Landmark Consultants, Inc. or other engineer designated by the Hospital, relocate the culvert within the area designated Drainage Easement shown in crosshatching within Lot 4 along the common boundary of Lot 4 and Lot 63 ("Drainage Easement").
3. Indemnity. MPD shall indemnify and hold Hospital harmless from any loss, liability, cost, damage or expense incurred by Hospital and resulting from the construction work necessary to relocate the culvert as described herein. In addition, prior to commencing any construction within the Drainage Easement,

MPD shall provide the Hospital with proof of liability insurance in the amount of \$2,000,000 naming the Hospital as an additional insured under such policy.

- 4. Miscellaneous. This Agreement shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties have executed this Temporary Drainage Easement Agreement on the 7th day of March, 2008.

MOUNTAIN PROPERTY DEVELOPMENT INC., A COLORADO CORPORATION

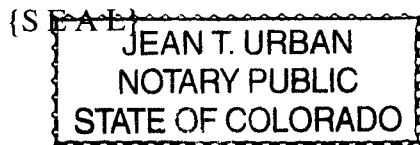
By: Robert Comes
Robert Comes, President

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing Temporary Drainage Easement Agreement was acknowledged before me this 7th day of March, 2008, by Robert Comes, as ~~Manager~~ President of Mountain Property Development Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 6-20-2009



My Commission Expires June 20, 2009

Jean T Urban
Notary Public

YAMPA VALLEY MEDICAL CENTER, A
COLORADO NON-PROFIT CORPORATION

By: *Karl Gills*
Karl Gills, CEO

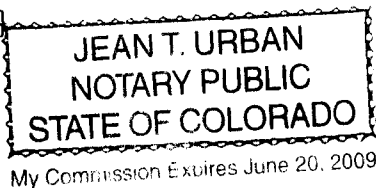
STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing Temporary ; Drainage Easement Agreement was acknowledged before me this 7th 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: 6-20-2009

{ S E A L }



Jean T. Urban
Notary Public

