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Linda Daley

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Laplata County Clerk

17

SECOND AMENDED AND RESTATED
MERCY MEDICAL CENTER OF DURANGO
PLANNED DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT AND RESTATEMENT is made and entered into this 23rd day of March, 2007 by and between Mercy Regional Medical Center of Durango, a Colorado Non-Profit Corporation (formerly known as Mercy Medical Center of Durango) ("Mercy"), Durango Medical Center Condominium Owners Association, Inc., a Colorado Non-Profit Corporation ("DMC"), the owners of Durango Medical Center Condominium units (collectively, "DMC Owners"), the Riverside Medical Center Condominiums Association, Inc., a Colorado Non-Profit Corporation ("RMC"), the owners Riverside Medical Center Condominium units (collectively, "RMC Owners"), and the City of Durango, Colorado, a Municipal Corporation ("the City").

RECITALS:

A. Mercy, DMC, DMC Owners, RMC and RMC Owners are each owners of certain property within the City limits more particularly described on Exhibit "1" attached hereto (collectively the "P.D. Property").

B. Within the P.D. Property, the parties own the following property:

1. Mercy owns Tracts B, C, E and F ("Mercy Property");
2. DMC and the DMC Owners own portions of Tract D, the Durango Medical Center Condominium Complex, to be known as the East Fassbinder Professional Complex, and collectively own all of Tract D;
3. RMC and the RMC Owners own portions of Tract A, the Riverside Medical Center Condominium Complex, and collectively own all of Tract A; and
4. The City is under contract with Mercy to purchase the Mercy Property and Unit 16 of the Durango Medical Condominiums ("City Acquisition Property").

C. The P.D. Property was originally subject to a Planned Development Agreement that was executed on June 7, 1994, and recorded on June 10, 1994, as Reception No. 670019 of the records of the La Plata County Clerk and Recorder's office (hereinafter the "Original P.D. Agreement").

D. The Original P.D. Agreement was amended and replaced, in its entirety, by the First Amended Mercy Medical Center of Durango Planned Development Agreement that was recorded on September 25, 1997, as Reception Number 733238 of the records of the La Plata Clerk and Recorder's office (hereinafter the "P.D. Agreement").

E. The P.D. Property was developed and has historically been used as a medical complex, centered on the operation of a hospital by Mercy. The hospital is being relocated from the P.D. Property, and the City is under contract to purchase the City Acquisition Property with the current intention of constructing a library and other public purpose improvements on the City Acquisition Property.

Return To: CLT



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The P.D. Agreement needs to be modified to reflect the changes that will be occurring as a result of the relocation of the hospital and the City's purchase of a portion of the P.D. Property.

F. The Parties are entering into this Second Amendment to accomplish the following objectives:

1. To amend and restate, in its entirety, the P.D. Agreement;
2. To specify new allowable uses on the P.D. Property;
3. To allow for the demolition of the majority of the improvements located on Tract E and a portion of those located on Tract D;
4. To establish new boundaries between Tracts D and E of the P.D. Property and Tracts A, B and E of the P.D. Property;
5. To specify how parking will continue to be provided for the owners of Tracts A and D pursuant to a combined parking arrangement; and
6. To restate other terms and conditions of the P.D. Agreement so as to allow full use and enjoyment of the P.D. Property by the owners thereof within the confines of the approved uses.

NOW, THEREFORE, in consideration of the mutual reliance upon the promises and covenants contained herein, the Parties agree to amend the P.D. Agreement as follows:

1. DEFINITIONS. Unless specifically otherwise defined herein or an exhibit attached hereto, the terms contained in this Agreement shall be construed in accordance with the definitions contained in the City of Durango Land Use and Development Code ("LUDC").

2. LAND USE. The uses allowed or permitted on the P.D. Property and the type of process required for establishment of each use, are set forth on Exhibit 2 hereto attached, the contents of which are incorporated herein. The processing and review of future improvements on the P.D. Property shall be accomplished in accordance with LUDC except that the land use, setback, height and some parking requirements have been resolved by this Agreement. The construction of any new structures or the exterior modification of any existing structures shall not require an amendment to this Agreement provided such construction or modifications meet the criteria set forth herein and the provisions of the shared parking arrangement described in Section 3 herein are not materially or negatively affected by such construction or modifications. Without limiting the breadth of the foregoing, so long as a party's intended use of his, her or its property is within the respective list of uses for such property, as set forth in Exhibit 2, no additional consent to such use is required by any other party by virtue of being a party to this Agreement; provided, however, any change of use must be processed and approved pursuant to applicable provisions of the Durango City Code and, if applicable, the process delineated on Exhibit 2 hereto attached.

3. PARKING AND ACCESS FOR TRACTS A AND D. Mercy is currently obligated by the existing P.D. Agreement and other agreements to provide parking for Tracts A and D on the Mercy Property, as well as access to and from parking areas. Upon acquiring the

City Acquisition Property, the City, its successors and assigns will be bound by the same obligations. The City, its successors and assigns will provide access and adequate parking on and across the City Acquisition Property in accordance with the provisions of this Paragraph 3. Access and parking will be provided as follows:

- a. Access Generally. The owner of the City Acquisition Property, its successors and assigns, shall provide, without charge, reasonable and direct access, vehicular and pedestrian, to and from parking areas located on Tracts B, C, E or F to and from the improvements on Tracts A and D such access being deemed an easement appurtenant to Tracts A and D. Clear, safe pedestrian connections with as direct and short a path as reasonably practicable considering all uses on the P.D. Property shall be provided and pedestrians shall not be required to cross an arterial street except at an intersection along a pedestrian pathway.
- b. Parking Generally. The owner of the City Acquisition Property, its successors and assigns shall provide, on Tracts B, C, E and/or F, adequate parking for the improvements on Tracts A and D with such parking being deemed an easement appurtenant to Tracts A and D. For purposes of this Second Amendment, "adequate parking" is defined to be (1) parking for persons with disabilities in conformance with the standards established by LUDC; (2) with regard to the remainder, parking which is located within five hundred (500) feet of the principal building entrances of the improvements located on Tracts A and D; provided, however, that up to twenty percent (20%) of the spaces may be located greater than five hundred (500) feet but less than one thousand (1000) feet from the principal entrances, (3) as to the DMC Property (after the elimination of Unit 16 as described below), at least 65 parking spaces, (4) as to the RMC Property, at least 105 parking spaces, and (5) as to all other structures and improvements on the P.D. Property, parking sufficient to meet the requirements set forth in the City's then current Code. Without limiting the breadth of the foregoing, as the City constructs improvements on the P.D. Property, the City shall, at its expense, grade, drain, stripe and suitably hard surface the parking areas to conform to LUDC requirements and will ensure that there is adequate parking for all structures, including the existing structures on the DMC Property and the RMC Property as of the date of this Agreement.
- c. Shared Parking. Notwithstanding the number of spaces to be available for the DMC Property and the RMC Property set forth above, which numbers are to be used in calculating the total number of parking spaces needed for improvements on the P.D. Property, parking for Tracts A and D is currently provided on a shared cost-free basis, and will continue to be provided on a shared cost-free basis. Shared parking means that the owners, invitees and licensees of any portion of the P.D. Property may park in any developed parking space on the P.D. Property. Notwithstanding any provision in LUDC to the contrary, such shared parking shall be a matter of right. Nothing contained herein shall be construed so as to require any owner of any unit on the DMC Property or the RMC Property to establish that her, his or its use of the P.D. Property has different or complimentary peak parking demands or operating hours.

- d. Construction of Access and Parking Spaces. Because of the pre-existing obligation on the owner of Tracts B, C, E and F to provide access and parking, and because access and parking currently exist, the owners of Tracts A and D will not be required to pay any amount toward the cost of constructing any new access ways or parking lots or spaces or the landscaping related thereto.
- e. Repairs and Maintenance. The owner of the City Acquisition Property, its successors and assigns shall maintain and keep the access ways, parking areas and associated landscaping improvements on Tracts B, C, E and F in good condition and properly striped and shall clean and remove debris, ice and snow as necessary. Except as provided in Section 3(f), the owner of the City Acquisition Property shall be solely responsible for all repairs to and maintenance (including snow removal) of all access ways, all parking areas and associated landscaping improvements on Tracts B, C, E and F, except that individual owners shall be responsible to repair any damage caused by him, her or it, or his, her or its licensee or invitee, ordinary wear and tear excepted. The owner of the City Acquisition Property, its successors and assigns shall maintain general comprehensive public liability insurance on all access ways and all parking areas on Tracts B, C, E and F for personal injury, death or property damage on or about such parking areas and shall provide proof thereof to any DMC Owner or RMC Owner upon request.
- f. Snow Removal. After the completion of the demolition of the improvements on Tract E and a portion of the improvements on Tract D to the first date on which the City commences construction on the first City structure, DMC, the DMC Owners, RMC and the RMC Owners shall be solely responsible for snow removal in the respective access ways and parking areas which they elect to use, not including City streets. Once the City starts construction on the first City structure, the City shall be and shall thereafter remain responsible for all snow removal on Tracts B, C, E and F.
- g. Signs. The City will provide and maintain wayfinding signs to assist the public in finding convenient parking for each building. Such signage shall include illumination as allowed by applicable City Code provisions. There shall be no reserved or exclusive parking signs, except for handicapped parking.
- h.. Street Passenger Loading Space. Prior to the issuance of the first certificate of occupancy for any improvement constructed on Tract E, the City shall construct, at its expense, a street loading space near the primary entrance on the east side of the building located on Tract D; provided, however, the obligation to construct the loading space at this location is contingent upon adequate right-of-way being available at this location for this purpose, without having to increase the width of the overall right-of-way. Such street loading space shall be hard surfaced, handicap accessible and shall have a dimension of 8' by 20', exclusive of platforms and piers. If the right-of-way is inadequate to allow construction of the described street loading space, the City may provide an alternative loading space along the Park Avenue right-of-way.

4. DMC PROPERTY; UNIT 16. DMC, at its expense, will process a minor subdivision and amendment to the DMC Plat to modify the DMC Property boundary (Tract D). It is the intention of the parties that such subdivision and plat amendment shall result in the new legal description set forth on Exhibit 3 for Tract D which is consistent with the physical improvements to the Durango Medical Condominiums which actually exist and eliminates or provides easements for existing encroachments on adjoining properties, and removes Unit 16 and certain common elements from the DMC Property. The remaining DMC Property is referred to hereinafter as the "Resulting DMC Property". As to Unit 16, the parties also specifically agree that (A) Unit 16 and those common elements associated with Unit 16 may be demolished by Mercy; (B) upon the demolition of Unit 16 and the common elements associated therewith, the Declaration of Condominium Covenants, Conditions and Restrictions of Durango Medical Center Condominium Complex, as amended, shall no longer apply to the property associated with Unit 16; and (C) upon such demolition, Mercy, in its capacity as the owner of Unit 16, shall waive any right it has to any of DMC's assets. Mercy shall defend, indemnify and hold DMC and DMC Owners harmless from and against any claim, loss, expense or damage to the Resulting DMC Property suffered as a result of the demolition of Unit 16 and associated common areas, including but not necessary limited to damage to the roof, walls, plumbing, electrical or other general building systems, but this provision shall not apply to any claims for consequential damages, including but not limited to, loss of earnings or income. Neither the City nor Mercy shall have any further liability to DMC or the DMC Owners arising out of or related to the matters addressed in this Agreement, except as may be set forth in a separate written agreement between one or more of the parties hereto.

5. MODIFICATION OF EASEMENT RIGHTS. Each of the parties may have one or more historical easements over and across property of one or more other parties which may no longer be necessary or usable, or which may need to be relocated. The parties agree to quitclaim or vacate such unnecessary easements and to grant such easements as may be necessary in accordance with the provisions herein set forth. The parties anticipate that modifications and relocations of easements will occur after the sale to the City of, and as a result of, development on the City Acquisition Property. Each party agrees to cooperate, without the receipt of additional consideration, with every other party to modify and/or relocate easements as reasonably requested by another party. A request shall be deemed reasonable so long as comparable utility services, access or parking, as the case may be, will continue to exist after the modification or relocation. The party benefiting from such modified or relocated easement shall bear the costs of surveying, platting, preparation and recording of legal documentation, and relocation of any utilities as may be required. Except as provided by Paragraph 11 hereof, it is the intent of the parties that nothing within this Paragraph 5 shall affect (A) any easement or other right granted to DMC Owners concerning the Resulting DMC Property; (B) any easement or other right granted to RMC Owners concerning the RMC Property; (C) any Easement that is reasonably necessary to provide utilities to a party's portion of the P.D. Property; or (D) Easements for parking, access to parking and access to a party's P.D. Property as set forth in Paragraph 3 of this Second Amendment.

6. LANDSCAPING. Landscaping on the City Acquisition Property shall be installed and maintained by the City in accordance with LUDC requirements. Landscaping on the Resulting DMC Property and Tract A, if any, shall be maintained by DMC and RMC, respectively in accordance with LUDC requirements.

7. SETBACKS. There shall be a minimum setback from the exterior boundaries for

any structures constructed in accordance with the approved uses as set forth on Exhibit 2 attached hereto of 10 feet except as follows:

- a. The existing setbacks may be used for building additions above the footprint of any existing building.
- b. Subject to the setback set forth in subparagraph 7(a) above, the setback for all parcels adjoining existing residential zones or uses shall be twenty (20) feet.

8. HEIGHT RESTRICTIONS. The maximum height for structures on Tracts A, B and E of the P.D. Property shall be forty-five (45) feet. The maximum height for structures on Tracts C, D, and F shall be thirty-five (35) feet. Any proposed increase in height shall require the application for and receipt of a variance from the City.

9. SIGNAGE. All signage for development on any of the parcels within the Planned Development shall be subject to the provisions of the City Land Use and Development Code, including provisions regarding master sign programs, and including the requirement for reviews by the City's Design Review Board.

10. ARCHITECTURE. All new construction and exterior renovations of commercial and public buildings shall be subject to review and approval by the Design Review Board based on the City of Durango Commercial Use Guidelines. New construction and exterior renovations of commercial and public buildings shall be designed to be compatible with other development within the PD and the surrounding neighborhood in terms of height, mass, scale, architectural details, materials and colors.

11. VACATION OF OBSOLETE EASEMENT. All parties to this Second Amended PD Agreement expressly vacate that easement described on the Mercy Medical Center Planned Development Final Plan recorded on June 10, 1994 in the office of the Clerk and Recorder of La Plata County as Reception Number 670020, which provides for: "A general easement and right-of-way for reasonable vehicular and pedestrian access over, under across and through the medical campus as the same is constituted from time to time, including but not limited to access via hospital grounds, parking areas, walkways and connecting corridors. Said access easement is dedicated to the owners/future owners of units with the Riverside Medical Center Condominiums and the Durango Medical Center Condominium Complex and is for the use and benefit of said owners and their invitees."

12. DEFAULT AND ENFORCEMENT. In the event a party alleges that any other party is in default hereunder, the non-defaulting party shall first notify the defaulting party in writing of such default. The defaulting party shall have twenty (20) days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. If the default is not of a nature that can be cured within such twenty (20) day period, corrective action must be commenced within said period by the defaulting party and be thereafter diligently pursued. This Agreement shall be enforced according to the terms and conditions under the laws of the State of Colorado. In this regard, the parties hereto agree that this Agreement may be enforced by an action in law or in equity, by decree of specific performance for damages, or pursuant to

such other legal and/or equitable relief as may be available under the laws of the State of Colorado.

13. AMENDMENTS. This Agreement may be amended or terminated only with the prior written consent and approval of each of the parties hereto.

14. SEVERABILITY. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement and the parties agree to renegotiate that provision to be valid, legal and enforceable and to reflect as closely as possible the original intent of the parties hereto as expressed herein with respect to the subject matter of that provision.

15. EXHIBITS INCORPORATED. All Exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

16. AGREEMENT AS A COVENANT. The parties agree that this Agreement and all obligations contained herein shall run with the land and shall be deemed a covenant with respect thereto and shall be binding upon the parties' respective heirs, successors and assigns. In order to effectuate this provision, the parties agree that this Agreement shall be recorded in the real property records of La Plata County, Colorado.

17. NOTICE. Any notices, demands or other communications required or permitted to be given in writing hereunder shall be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth below, or at such other addresses either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the party to whom it is addressed on the third day after notice is given.

City of Durango:

City Manager, City of Durango
949 Second Avenue
Durango, CO 81301

Durango Medical Center Condominium
Owners Association, Inc.:

Robert Neuman
167 Colonial Lane
Durango, CO 81301

Riverside Medical Center Condominium
Association, Inc.:

Peter Glick
1723 Elkhorn Mountain Road__
Durango, Colorado 81301

18. AUTHORITY. Each of the parties hereto represents to the other parties that as of the effective date of this Agreement each such party has full power and authority to execute, deliver and perform this Agreement; that such execution, delivery and performance will not contravene any contractual restriction binding upon such party or any of its assets; and that there is no legal action, proceeding or investigation of any kind now pending or, to the knowledge of such parties, threatened against or affecting such party as the same may pertain to execution, delivery or performance of this Agreement.

19. HEADINGS. The captions of this Agreement are inserted herein for convenience and reference only and shall not be deemed to define, limit or construe the provisions thereof.

20. WAIVER. Any one or more waivers of any covenant or condition by any party hereto shall not be construed as a waiver of the subsequent breach of the same covenant or condition; and a consent or approval to, or of, any act requiring consent or approval shall not be deemed to waive or render unnecessary such consent or approval to, or of, any subsequent similar acts.

21. SUPERSEDE. This Agreement shall supersede and override the Original P.D. Agreement and all prior amendments thereto.

22. FURTHER ASSURANCES. Each of the parties hereto, without the receipt of any additional consideration, shall promptly execute and deliver all additional documents and shall promptly do any and all acts and things reasonably required in connection with the performance of the obligations undertaken in the Second Amendment and to effectuate in good faith the intent of the parties.

23. EXECUTION IN COUNTERPARTS / FACSIMILE SIGNATURES. This Agreement may be executed in counterparts and shall be deemed fully executed by all parties when counterparts hereof have been signed by each of them whether or not signatures of all parties appear on the original or any one copy of this Agreement. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall have the same force and effect as delivery of an original signed document.

24. EFFECTIVE DATE. This Second Amendment shall be effective upon execution by all the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year indicated below.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

City of Durango, Colorado, a municipal home-rule corporation

By: Robert F. Ledger, Jr.
Robert F. Ledger, Jr., City Manager

Date: 3-24-07

Durango Medical Center Condominium Owners Association, Inc., a Colorado non-profit corporation

By: _____

Date: _____

Southwest Vision Properties, LLC
Owner of Units 1, 2, 10, 11, 12, 14 & 15

By: _____

Date: _____

Henry M. Heller Revocable Trust dated

October 27, 1994
Owner of DMC Units 4 and 5

By: H. M. Heller, Trustee
Henry M. Heller, Trustee

Date: 24 MAR 07

Mercy Regional Medical Center of Durango, a Colorado non-profit corporation

By: Kirk A. Dignum
Kirk A. Dignum, President / CEO

Date: 3-23-07

Riverside Medical Center Condominiums Association, Inc. a Colorado non-profit corporation

By: Linda Crowder
Secretary

Date: 3-23-07

David C. Deaver and Jon Matthew Baker, Owners of Unit 3

By: _____
David C. Deaver

By: _____
Jon Matthew Baker by David C. Deaver, his attorney-in-fact

Date: _____
Henry M. Heller, M.D., P.C.

Owner of DMC Unit 6

By: H. M. Heller, President
Henry M. Heller, President

Date: 24 MAR 07

City of Durango, Colorado, a municipal home-rule corporation

By: _____
Robert F. Ledger, Jr., City Manger

Date: _____

Durango Medical Center Condominium Owners Association, Inc., a Colorado non-profit corporation

By: *Robert F. Ledger, Jr.*
President

Date: *March 22, 2007*

Southwest Vision Properties, LLC
Owner of Units 1, 2, 10, 11, 12, 14 & 15

By: *Fred C. Whitehurst, D.O.*

Date: *March 22, 2007*

Henry M. Heller Revocable Trust dated

October 27, 1994
Owner of DMC Units 4 and 5

By: _____
Henry M. Heller, Trustee

Date: _____

Mercy Regional Medical Center of Durango, a Colorado non-profit corporation

By: _____
Kirk A. Dignum, President / CEO

Date: _____

Riverside Medical Center Condominium Association, Inc. a Colorado non-profit corporation

By: _____

Date: _____

David C. Deaver and Jon Matthew Baker, Owners of Unit 3

By: *David C. Deaver*
David C. Deaver

By: *David C. Deaver*
Jon Matthew Baker by David C. Deaver, his attorney-in-fact

Date: *March 23, 2007*
Henry M. Heller, M.D., P.C.

Owner of DMC Unit 6

By: _____
Henry M. Heller, President

Date: _____

Person Enterprises, LLLP
Owner of DMC Unit 9

By: _____

Gail Person, Partner

Date: _____

March 23, 2007

Judith A. Simmonds, Owner of RMC Unit 1

Date: _____

Glickco, LLC, a Colorado Limited Liability
Company, Owner of RMC Units 2A and 2B

By: _____

Date: _____

Purple Cliffs, LLC, a Colorado Limited
Liability Company, Owner of RMC Units 3A-R and 3C

By: _____

Date: _____

**Durango Medical & Surgical Building,
LLC**,

Owner of DMC Units 7 and 8

By: _____

A Marie Simmonds
managing partner

Date: _____

3/23/07

Don M. Simmonds, Owner of RMC
Unit 1

Date: _____

375 Park Third, a Colorado Limited
Liability Company, Owner of Units
3A-R and 3C

By: _____

Date: _____

Person Enterprises, LLLP
Owner of DMC Unit 9

By: _____
Gail Person, Partner

Date: _____

Durango Medical & Surgical Building, LLC,
Owner of DMC Units 7 and 8

By: _____

Date: _____

Judith A. Simmonds, Owner of RMC Unit 1

Judith A. Simmonds by Linda Coulter
attorney in fact

Date: 3-27-07

Don M. Simmonds, Owner of RMC Unit 1

Don M. Simmonds by Linda Coulter
attorney in fact

Date: 3-27-07

Glickco, LLC, a Colorado Limited Liability Company, Owner of RMC Units 2A and 2B

By: *Peter Glick by Linda Coulter*
attorney in fact

Date: 4-17-07

375 Park Third, a Colorado Limited Liability Company, Owner of Units 3A-R and 3C

By: *RA*

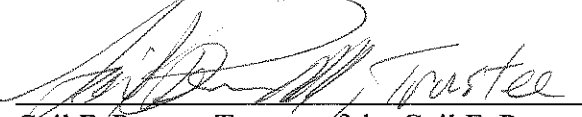
Date: 3/23/07

Purple Cliffs, LLC, a Colorado Limited Liability Company, Owner of RMC Units 3A-R and 3C

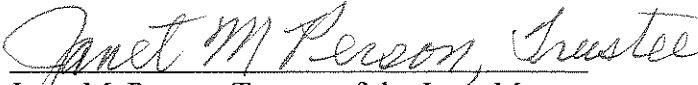
By: *Linda Coulter*
Manager

Date: 3-23-07

Person Enterprises, LLLP, a Colorado
Limited Liability Limited Partnership


Gail F. Person, Trustee of the Gail F. Person
Revocable Trust dated January 9, 2002,
General Partner

Person Enterprises, LLLP, a Colorado
Limited Liability Limited Partnership


Janet M. Person, Trustee of the Janet M.
Person Revocable Trust dated January 9,
2002, General Partner

STATE OF COLORADO)
) ss.
County of La Plata)

The foregoing instrument was acknowledged before me this 2nd day of April, 2007, by Gail F. Person, Trustee of the Gail F. Person Revocable Trust dated January 9, 2002, as general partner of Person Enterprises, LLLP, a Colorado Limited Liability Limited Partnership, and by Janet M. Person, Trustee of the Janet M. Person Revocable Trust dated January 9, 2002, as general partner of Person Enterprises, LLLP, a Colorado Limited Liability Limited Partnership.

Witness my hand and official seal.

My commission expires: January 7, 2010.




Notary Public

EXHIBIT "1"

DESCRIPTION OF P.D. PROPERTY

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15 and of the Durango Medical Center Condominiums, together with the common elements, as shown on the Amended Plat recorded in the office of the La Plata County, Colorado Clerk and Recorder under Reception Number 475234 (referred to herein as "Tract D"), as modified by deletion of Unit 16 and minor expansion of eastern boundary reflected in Special Warranty Deeds recorded in the offices of the La Plata County Clerk and Recorder at Reception Nos. 955325 and 955326 and 955327 .

Units 1, 2A, 2B, 3A-R, 3C of the Riverside Medical Center Condominiums together with the common elements as shown on the Mercy Medical Center Subdivision Riverside Medical Center Condominium Maps, Amendment No. 2, recorded in the office of the La Plata County, Colorado Clerk and Recorder under Reception Number 670018 (referred to herein as "Tract A"), as modified by Special Warranty Deeds recorded the offices of the La Plata County Clerk and Recorder at Reception Nos. 955322 and 955323 and 955324 .

Tracts B, C, E and F as shown on the Mercy Medical Center of Durango Re-Plat, Mercy Medical Center Planned Development Final Plan recorded in the office of La Plata County, Colorado Clerk and Recorder on the 20th day of April, 2007, at Reception Number 955328 .

EXHIBIT “2”

ALLOWED, SPECIAL AND CONDITIONAL USES **FOR MERCY MEDICAL CENTER PLANNED DEVELOPMENT**

Proposed Uses – Allowed Use:

- Single-Family Residences
- Residential Group Homes / Receiving Homes / Care Facilities
- Library
- Clinics / Counseling Centers
- Physical Rehabilitation Centers
- Urgent Care Facility
- Professional / Government Offices
- Mortgage Company
- Surface Parking Lots
- Massage Therapy
- Personal Trainer
- Medical / Dental / Optical Laboratories

Proposed Uses – Special Use:

- Two-Family Residences
- Day Care Centers / Pre-School
- Early Learning Center
- Adult Day Care
- Assisted Care Facility
- Schools, K – 12
- Cultural Facilities
- Religious Facilities
- Cafes / Delicatessens – Accessory Use
- Retail – Accessory Use
- Real Estate Office - Small
- Decked Parking Structure
- Research Facility
- Automated Teller Machines – Located within a Business / Building

Proposed Uses – Conditional Use:

- Multifamily Residential
- Mixed-Use Residential
- Group Residences
- Live-Work Units
- Nursing Home
- Sanitariums / Convalescent Facilities

- Vocational / Technical / Specialty Schools

Proposed Uses – Conditional Use (cont.):

- Colleges / Universities
- Fine Arts School
- Recreational Facilities
- Cafes / Delicatessens – Primary Use
- Service Businesses (Personal Services)
- Real Estate Office - Large
- Veterinary Clinic
- Multi-level Parking Structure
- Urgent Care – 24 Hours Operation

Uses Discussed – Not Allowed:

- Automated Teller Machines – Outside or Drive Up Facility
- Retail – Primary Use
- Financial Institutions – except mortgage companies
- 24 Hour Uses

EXHIBIT 3
“RESULTING DMC PROPERTY”
[To be created from plat]

A parcel of land located in Section 20, Township 35 North, Range 9 West of the New Mexico Principal Meridian, City of Durango, La Plata County, Colorado, being more particularly described as follows:

BEGINNING at the southwest corner of Block 31, North Durango;
THENCE N 14°56'48" E, a distance of 175.25 feet;
THENCE S 74°51'37" E, a distance of 173.36 feet;
THENCE S 15°19'40" W, a distance of 148.14 feet;
THENCE S 81°46'54" W, a distance of 67.49 feet;
THENCE N 75°02'26" W, a distance of 110.32 feet to the POINT OF BEGINNING.

Said parcel contains 0.673 acres, more or less.