PERMANENT DRAINAGE EASEMENT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That TMA, LLC, a Colorado limited liability company, whose legal address is 6725 w. 97th Place Westminster, Co. 80021, hereinafter called "Grantor," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County," its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated by this reference.

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor and Investors.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

In the event the County exercises its right to maintain the detention pond, all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

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IN WITNESS WHEREOF, Grantor has hereto set their hand on this 25 day of rebruary, 2016.
TMA, LLC, a Colorado limited liability company.
By: Pull Son Print Name and Title: RONALD TYNER, MIMBER
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 25 day of february, 2016 by, Ron Tynel of TMA, LLC, a Colorado limited liability company.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

COUNTY OF Adams

My commission expires: 2/10/2017

Notary Public

CHRISTINE M. SMITH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974001352
MY COMMISSION EXPIRES FEBRUARY 10, 2017

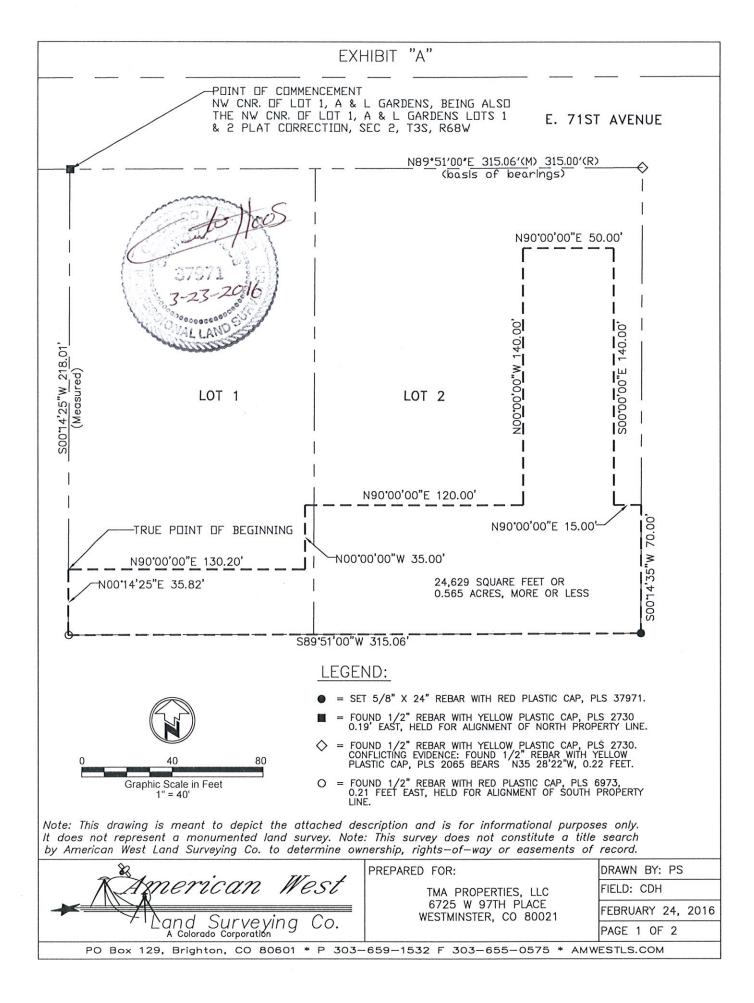


EXHIBIT "A"

A PERMANENT EASEMENT FOR DRAINAGE PURPOSES LOCATED IN SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING A PORTION OF LOT 1 AND LOT 2, A & L GARDENS, AS SHOWN ON THE PLAT RECORDED SEPTEMBER 12, 1978 IN FILE 14 AT MAP 426 AT RECEPTION NO. B154968 BEING ALSO A PORTION OF LOT 1, A & L GARDENS LOTS 1 & 2 PLAT CORRECTION AS SHOWN ON THE PLAT RECORDED OCTOBER 14, 2015 AT RECEPTION NO. 2015000086012, BOTH IN THE RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID LOT 1 AND LOT 2 TO BEAR NORTH 89'51'00" EAST, AS SHOWN ON THE PLAT OF SAID A & L GARDENS, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00'14'25" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 218.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 90'00'00" EAST, A DISTANCE OF 130.20 FEET; THENCE NORTH 00'00'00" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 90'00'00" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 90'00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00'00'00" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 90'00'00" EAST, A DISTANCE OF 15.00' TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00'14'25" WEST COINCIDENT SAID EAST LINE, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89'51'00" WEST COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1 AND LOT 2, A DISTANCE OF 315.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00'14'25" EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 35.82 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 24,629 SQUARE FEET OR 0.565 ACRES, MORE OR LESS.

CURTIS D. HOOS, PLS 37971 FOR AND ON BEHALF OF: AMERICAN WEST LAND SURVEYING CO. A COLORADO CORPORATION BRIGHTON, CO 80601



Note: This drawing is meant to depict the attached description and is for informational purposes only. It does not represent a monumented land survey. Note: This survey does not constitute a title search by American West Land Surveying Co. to determine ownership, rights—of—way or easements of record.

American West

Land Surveying Co.

A Colorado Corporation

PREPARED FOR:

TMA PROPERTIES, LLC 6725 W 97TH PLACE WESTMINSTER, CO 80021 DRAWN BY: PS

FIELD: CDH

FEBRUARY 24, 2016

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