

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

RETAIL SERVICES COMPANY, LLC, a Colorado limited liability company, whose legal address is 905 W. 124th Avenue, Suite 200, Westminster, Colorado, 80234, hereinafter called "Grantor," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to GAYESKI CAPITAL EQUITIES, LLC, a Colorado limited liability company, whose legal address is 905 W. 124th Avenue, Suite 200, Westminster, Colorado, 80234, hereinafter "Gayeski," its successors and assigns, and 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 ("Easement"). The Easement is granted to GAYESKI solely for the purpose of the maintenance of the drainage facilities for a detention pond located on Grantor's property, including maintenance of outlet pipes, ditches, maintenance roads, etc., ("Detention Pond") for the benefit of the Bennett Crossing Development located on Gayeski's property as described in Exhibit "A". The Easement is granted to the County to be used solely in the event that GAYESKI fails to maintain the drainage facilities for the detention pond, including maintenance of outlet pipes, ditches, maintenance roads, etc. The Easement is to be used as described above, 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 "B" attached hereto and incorporated by this reference.

Grantor reserves the right to use and occupy the Easement property for any purpose consistent with the rights and privileges above granted and which will not unduly interfere with or endanger the Detention Pond or otherwise interfere with the County's rights hereunder; and the parties further agree that uses of said Easement property by Grantor and the agreements concerning those uses shall be as follows:

- a) 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 Detention Pond, without obtaining specific permission of the County, not to be unreasonably withheld.
- b) Grantor may use the Easement property for any and all lawful purposes not inconsistent with the purposes set forth in this Easement, including but not limited to setbacks, density, open space, landscaping, roadway and utilities, so long as such uses do not interfere with the continued use, maintenance and repair of, or cause damage to the Detention Pond constructed within the Easement property.

In the event the County exercises its right to maintain the Detention Pond, all of the County's costs to maintain the drainage facilities shall be reimbursed by GAYESKI 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.

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 12th day of JULY, 2017.

Retail Services Company, LLC

By: [Signature]

Print Name:

LARRY GAYESKI

Print Title:

MANAGING MEMBER

STATE OF COLORADO
COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 12TH day of JULY, 2017, by LARRY GAYESKI, as MANAGING MEMBER of Retail Services Company, LLC

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

My commission expires:

8/24/2021

[Signature]
Notary Public

KATHLEEN A RARICK
Notary Public – State of Colorado
Notary ID 19934012581
My Commission Expires Aug 24, 2021

Gayeski Capital Equities, LLC

By: [Signature]

Print Name:

LARRY GAYESKI

Print Title:

MANAGING MEMBER

STATE OF

COLORADO

COUNTY OF

ADAMS

The foregoing instrument was acknowledged before me this 12TH day of JULY, 2017, by LARRY GAYESKI, as MANAGING MEMBER of Gayeski Capital Equities, LLC.

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

My commission expires:

8/24/2021

[Signature]
Notary Public

KATHLEEN A RARICK
Notary Public – State of Colorado
Notary ID 19934012581
My Commission Expires Aug 24, 2021

EXHIBIT "A"

The parcels of land as described in the Special Warranty Deed recorded June 16, 2014 at Reception No. 2014000037662 , County of Adams, State of Colorado, but excluding that area within the Final Plat of Bennett Crossing Filing No. 2.

EXHIBIT "B"
PERMANENT DRAINAGE EASEMENT
BETWEEN
RETAIL SERVICES COMPANY, LLC,
AND
GAYESKI CAPITAL EQUITIES, LLC,
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT B

LEGAL DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND, BEING A PORTION OF THE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED ON JANUARY 27, 2016 AT RECEPTION NO. 2016000006402 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO, LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTER CORNER OF SECTION 34 AND CONSIDERING THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 34 TO BEAR NORTH 00°22'10" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°22'10" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER AND ALONG THE WESTERLY LINE OF THE TRACT DESCRIBED IN SAID SPECIAL WARRANTY DEED A DISTANCE OF 127.41 FEET;

THENCE NORTH 89°33'23" EAST A DISTANCE OF 200.91 FEET;

THENCE NORTH 00°30'22" WEST A DISTANCE OF 603.18 FEET TO A POINT ON THE NORTHERLY LINE OF THE TRACT DESCRIBED IN SAID SPECIAL WARRANTY DEED;

THENCE NORTH 89°30'04" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 500.00 FEET;

THENCE SOUTH 00°30'22" EAST A DISTANCE OF 292.82 FEET;

THENCE NORTH 89°29'38" EAST A DISTANCE OF 194.48 FEET;

THENCE SOUTH 62°51'31" EAST A DISTANCE OF 129.86 FEET;

THENCE SOUTH 27°08'29" WEST A DISTANCE OF 105.00 FEET;

THENCE NORTH 62°51'31" WEST A DISTANCE OF 104.02 FEET;

THENCE SOUTH 89°29'38" WEST A DISTANCE OF 168.65 FEET;

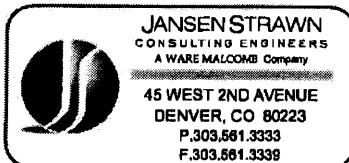
THENCE SOUTH 00°30'22" EAST A DISTANCE OF 332.58 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34 AND A POINT ON THE SOUTHERLY LINE OF THE TRACT DESCRIBED IN SAID SPECIAL WARRANTY DEED;

THENCE SOUTH 89°30'04" WEST ALONG SAID SOUTH LINE AND SAID SOUTHERLY LINE A DISTANCE OF 701.21 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS A CALCULATED AREA OF 422,138 SQUARE FEET, OR 9.69 ACRES, MORE OR LESS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED REPRESENTATION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.
45 WEST 2ND AVENUE
DENVER, CO 80223



PROJECT NAME: BENNETT

SHEET

JOB NO.: 14043

DATE: JANUARY 20, 2017

1 OF 2

DRAFTED BY: IH

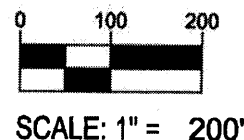
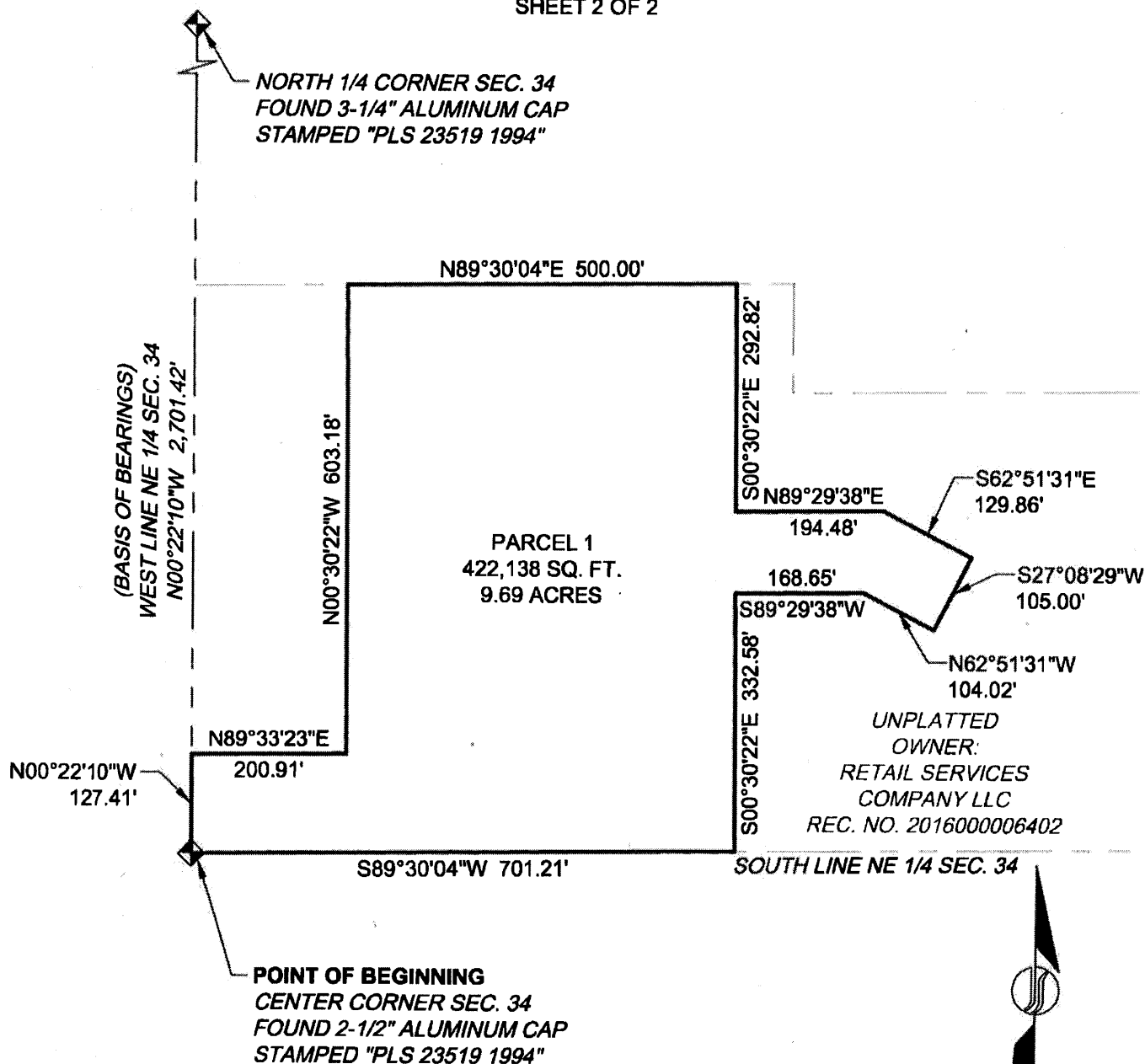
CHECKED BY: TS

SCALE: N/A

EXHIBIT B

LEGAL DESCRIPTION

SHEET 2 OF 2



THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED DESCRIPTION.

JANSEN STRAWN
CONSULTING ENGINEERS
A WARE MALCOMB Company

45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.681.3333
F.303.681.3339

PROJECT NAME: BENNETT			SHEET 2 OF 2
JOB NO.: 14043		DATE : JANUARY 20, 2017	
DRAFTED BY: IH	CHECKED BY: TS	SCALE: 1" = 200'	