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Gregory J. Rowland

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This document was prepared by
and upon recording return to:
Larry A. Jobeun, Esq.
Fullenkamp, Doyle & Jobeun, LLP
11440 West Center Road, Suite C
Omaha, Nebraska 68144

STORM WATER DRAINAGE EASEMENT

THIS STORM WATER DRAINAGE EASEMENT (this "**Easement**") is made as of the Effective Date, as defined below, by 370 North Property Owners Association, Inc., a Nebraska nonprofit corporation ("**Grantor**"), and TKA PROPERTIES, LLP, a Nebraska limited liability partnership and TC ACCOMMODATOR 135, LLC, a Nebraska limited liability company (collectively, "**Grantee**"). The "**Effective Date**" of this Easement is the date upon which it is fully executed and delivered by the parties hereto as indicated on the attached signature pages.

PRELIMINARY STATEMENTS

Grantor is the fee owner of that certain real property (the "**Burdened Property**") legally described in Exhibit A attached hereto. Grantee is the fee owner of that certain real property (the "**Benefitted Property**") legally described in Exhibit B attached hereto. Grantor desires to grant and convey to Grantee, for the benefit of the Benefitted Property, a permanent, non-exclusive storm water drainage easement, upon that portion of the Burdened Property (the "**Easement Area**") to allow the Benefitted Property to drain storm water generated upon the Benefitted Property into the storm water drainage and detention facilities (the "**Facilities**") to be constructed in accordance with this Easement.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Storm Water Drainage Easement.** Subject to matters of record, Grantor hereby grants to Grantee for the benefit of Grantee and the Benefitted Property, a permanent, non-exclusive easement to drain, discharge and detain storm water generated upon and from the Benefitted Property into the Facilities to be constructed within the Easement Area. Grantee shall not allow any storm water emanating from the Benefitted Property to contain any hazardous materials or pollutants which may adversely affect the Facilities or the Burdened Property. In the event that Grantee shall violate any term of this Easement, Grantor may provide written notice of such violation to Grantee, and if Grantee fails to remedy such violation within 30 days or, in the event of an emergency, such shorter period of time as Grantor may reasonably prescribe, Grantor may take any action necessary to correct such violation and recover from Grantee all costs and expenses reasonably incurred by Grantor to correct such violation.

Grantor may alter or modify the Facilities, the Easement Area and may make any use of the Easement Area which does not unreasonably interfere with Grantee's use and enjoyment of the rights granted to Grantee pursuant to this Easement.

2. **Facilities.** Grantor shall not interfere with Grantee's business operations nor shall Grantor interfere with Grantee's use of the Burdened Property. Once constructed, Grantor shall maintain the Facilities in good repair and condition free from debris at its sole cost and expense.

3. **Compliance.** Grantor and Grantee shall comply, and shall cause its contractors, employees or agents to comply, with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment in exercising any rights and privileges under this Easement. Grantor shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either Grantor's improvements or the easement area as provided for herein.

4. **Notice.** All notices, requests, demands and other communications required or permitted under this Easement must be in writing and will be deemed to have been delivered, received and effective: (i) on the date of service, if served by hand delivery or by facsimile on the party to whom notice is to be given; or (ii) on the date that is the next business day after deposit of the notice properly addressed to the party at the address shown below, if sent by overnight Federal Express or equivalent overnight delivery; or (iii) three days after deposit of the notice properly addressed, if sent by U.S. certified mail, return receipt requested. The addresses, telephone numbers, and facsimile numbers shown below are the places and numbers for delivery of all notices. Each party may change the place or number for delivery of notice by notifying the other party.

If to Grantee: TKA Properties, LLP
TC Accommodator 135, LLC
17950 Burt Street
Attn: Mickey Anderson
Omaha, Nebraska 68130

Copy to: Larry A. Jobeun
Fullenkamp, Doyle & Jobeun
11440 West Center Road, #C
Omaha, NE 68144

If to Grantor: 370 North Property Owners Association, Inc
c/o Duane J. Dowd
220 N 89th St., Suite 201
Omaha, NE 68114

with copy to: Jeffrey B. Farnham
Farnham & Simpson, P.C., L.L.O.
220 n 89th St., Suite 201
Omaha, NE 68114

5. **Governing Law.** This Easement will be governed by and construed in accordance with the procedural and substantive laws of the State of Nebraska.

6. **Severability.** If any provision of this Easement or the application of this Easement to any party to this Easement or any other person is held to be invalid, void or illegal, the remaining provisions will nonetheless remain in full force and effect and not be affected by the invalidity or illegality.

7. **Authority.** Each person executing this Easement personally represents and warrants that he or she has the requisite authority to bind the party on whose behalf the Easement is being executed.

8. **Amendments.** This Easement may be amended only by a recordable written instrument properly executed and notarized on behalf of Grantor and Grantee or their respective successors and assigns.

9. **Counterparts.** The Easement may be executed in any number of counterparts, whether by original, copy or telecopy signature, and each counterpart of this Easement so executed shall, taken together, comprise one and the same original document.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Easement has been executed by Grantor as of the Effective Date.

GRANTOR:

370 NORTH PROPERTY OWNERS
ASSOCIATION, INC., a Nebraska non-profit
corporation



By: Diane J. Dowd

Its: President

Date: 6/19/2017

ACKNOWLEDGEMENT

STATE OF NEBRASKA

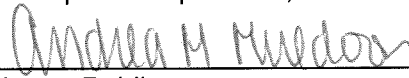
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) ss.

COUNTY OF DOUGLAS

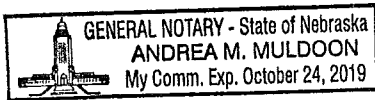
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The forgoing instrument was acknowledged before me on the 19th day of June, 2017, by Diane J. Dowd President of 370 NORTH PROPERTY OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, on behalf of said Grantor.



Notary Public

My Commission Expires: 10/24/2019



IN WITNESS WHEREOF, this Easement has been executed by Grantee as of the Effective Date.

GRANTEE:

TKA PROPERTIES, LLP, a Nebraska limited liability partnership,

By: S. Mickey Anderson
S. Mickey Anderson, Authorized Signatory
Date: JUNE 20, 2017

By: Angela M Quinn
Angela M. Quinn, Authorized Signatory
Date: JUNE 20, 2017

TC ACCOMMODATOR, 135, LLC, a Nebraska limited liability company,

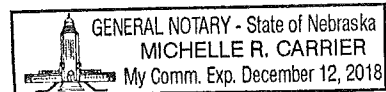
Nick Anderson
Its: Authorized Signatory
Date: JUNE 20, 2017

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The forgoing instrument was acknowledged before me on the 20th day of June, , 2017, by S. Mickey Anderson and Angela M. Quinn, authorized signatories of TKA Properties, LLP, a Nebraska limited liability partnership, on behalf of said Grantee.

Michelle R. Carrier
Notary Public
My Commission Expires: 12/12/18



STATE OF NEBRASKA_

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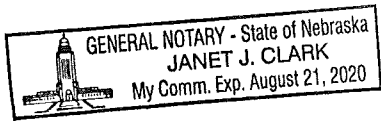
COUNTY OF DOUGLAS

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ss.

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The forgoing instrument was acknowledged before me on the 20 day of JUNE, 2017, by NICK HENDERSON of TC ACCOMMODATOR 135, LLC, a Nebraska limited liability company, on behalf of said Grantee. *→ AUTHORIZED SIGNA*



Janet J. Clark

Notary Public
My Commission Expires: 8-21-2020

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

Outlot "B", 370 North, a Subdivision as surveyed, platted and recorded in Sarpy
County, Nebraska.

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

Lots 8 thru 11, inclusive, 370 North, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.