

### STORM SEWER EASEMENT AND MAINTENANCE AGREEMENT

This Storm Sewer Easement and Maintenance Agreement (this "Agreement") is made and entered into as of the 19 day of September, 2018, by and between Royce Candlewood ER, LLC, a Nebraska limited liability company ("Candlewood ER"), and Royce Candlewood WR, LLC, a Nebraska limited liability company ("Candlewood WR").

#### PRELIMINARY STATEMENT

Candlewood ER is the owner of certain unimproved real property known by street address as 12412 West Dodge Road, Omaha, Nebraska, and legally described as follows (the "Candlewood ER Property"):

Lot 5, Candlewood Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Candlewood WR is the owner of certain improved real property known by street address as 12424 West Dodge Road, Omaha, Nebraska, and legally described as follows (the "Candlewood WR Property"):

Lot 4, Candlewood Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

The Candlewood ER Property and Candlewood WR Property share a common boundary on the west side of the Candlewood ER Property and the east side of the Candlewood WR Property, as pictorially depicted on the Site Development Plan attached to this Agreement as Exhibit "A" (the "Site Plan"). Candlewood WR is constructing a multi-tenant building on the Candlewood WR Property substantially as depicted on the Site Plan (the "Candlewood WR Improvements"). As part of the Candlewood WR Improvements, Candlewood WR desires to extend storm sewer lines from the west property line of the Candlewood WR Property under and across the Candlewood ER Property in the locations shown on the Site Plan (the "Candlewood WR Offsite Sewer Improvements").

The Candlewood WR Offsite Sewer Improvements will also be utilized by the Candlewood ER Property (when improved), with the construction, operation and maintenance costs to be shared as provided in this Agreement.

Candlewood ER has agreed to grant to Candlewood WR a permanent storm sewer easement, a temporary construction easement and permanent maintenance easement for Candlewood WR to construct, operate, maintain, repair and replace the Candlewood WR Offsite Sewer Improvements.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Candlewood ER and Candlewood WR agree as follows:

1. Permanent Storm Sewer Easement. Candlewood ER hereby grants and conveys to Candlewood WR, and its successors, transferees and assigns in title to the Candlewood WR Property, a perpetual non-exclusive easement for the right to construct, operate, maintain, repair and replace a storm sewer line and all appurtenances thereto ("Candlewood WR Offsite Sewer Improvements"), in, through and under the Candlewood ER Property in the location as depicted and legally described on Exhibit "B" attached hereto (the "Storm Sewer Easement"), which Storm Sewer Easement and improvements shall be for the joint use and benefit of the Candlewood WR Property and Candlewood ER Property.

2. Temporary Construction Easement. Candlewood ER hereby grants and conveys to Candlewood WR, and its contractors, agents and employees, a temporary construction easement on and across the Candlewood ER Property, including reasonable access rights, as reasonably necessary for Candlewood WR to construct the Candlewood WR Offsite Sewer Improvements (the "Temporary Construction Easement"). The Temporary Construction Easement shall commence on the date of full execution of this Agreement by Candlewood ER and Candlewood WR and shall continue until the earlier of Candlewood WR's completion of construction of the Candlewood WR Offsite Sewer Improvements or December 31, 2018.

3. Permanent Maintenance Easement. Candlewood ER hereby grants and conveys to Candlewood WR, and its successors, transferees and assigns in title to the Candlewood WR Property, a perpetual easement for the right to maintain, repair and replace the Candlewood WR Offsite Sewer Improvements, including reasonable access rights on and across the Candlewood ER Property, as reasonably necessary for Candlewood WR to maintain, repair and replace the Candlewood WR Offsite Sewer Improvements that are situated on the Candlewood ER Property (the "Maintenance Easement").

4. Candlewood WR Construction Requirements. All construction and maintenance activities to be performed by the owner of the Candlewood WR Property, and its contractors, employees and agents, as contemplated by this Agreement shall be performed in a good and workman like manner and in a manner that will minimize any disruption of business activities being conducted on the Candlewood ER Property. Prior to the initiation of construction and maintenance activities, the owner of the Candlewood WR Property shall provide the owner of the Candlewood ER Property with advance notice of planned construction and maintenance, a description of all planned construction and maintenance activities and a proposed construction schedule. If requested by the owner of the Candlewood ER Property or its consultants, the owner of the Candlewood WR Property will provide reasonably detailed plans describing the proposed construction, and except in the case of emergency, the owner of the Candlewood ER Property shall have a reasonable period of time, not to exceed ten (10) business days, to respond to the owner of the Candlewood WR Property with any concerns regarding the proposed construction and maintenance activities. The owner of the Candlewood WR Property and owner of the Candlewood ER Property shall work in good faith to resolve any issues raised by the owner of the Candlewood ER Property in a timely manner so that Candlewood WR construction activities are not unreasonably delayed or hindered.

5. Cost Sharing for Construction, Maintenance, Repair and Replacement of Candlewood WR Offsite Sewer Improvements. The owner of the Candlewood WR Property shall be responsible for

the construction, maintenance, repair and replacement of the Candlewood WR Offsite Sewer Improvements and all costs associated therewith (the "Sewer Improvement Costs") subject to the obligation of the owner of the Candlewood ER Property to reimburse the owner of the Candlewood WR Property for Sewer Improvement Costs as provided in this Section 5. Following completion of the initial construction of the Candlewood WR Sewer Improvements, and thereafter as maintenance, repair or replacement costs are incurred, the owner of the Candlewood WR Property shall provide the owner of the Candlewood ER Property with written notice of the Sewer Improvement Costs associated with such construction and maintenance, repair or replacement including contractor and subcontractor invoices. The owner of the Candlewood ER Property shall then make payment to the owner of the Candlewood WR Property of the "Candlewood ER Share", as hereinafter defined, of the invoiced amount, not later than thirty (30) days following receipt of notice of the invoiced amount. The term "Candlewood ER Share" as used herein shall mean one half (1/2) of the Sewer Improvement Costs.

6. Successor Owners. The Storm Sewer Easement, Temporary Construction Easement and Maintenance Easement (collectively, the "Easements") granted in this Agreement and the covenants, conditions and restrictions governing such Easements as provided in this Agreement shall create mutual benefits and servitudes running with the land described herein and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, successors, transferees and assigns.

7. Notices. Any notice, demand, request or other communication which may or shall be given or served by Candlewood ER to or on Candlewood WR, or by Candlewood WR to or on Candlewood ER, shall be deemed to have been given or served on the date the same is personally delivered, sent by email or facsimile transmission (receipt confirmed) or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

IF TO

CANDLEWOOD ER: Mr. Lawrence R. James, II  
12910 Pierce Street, Suite 110  
Omaha, Nebraska 68144

IF TO

CANDLEWOOD WR: Mr. Lawrence R. James, II  
12910 Pierce Street, Suite 110  
Omaha, Nebraska 68144

The above addresses may be changed at any time by the parties or any successor owners of the Candlewood ER Property and the Candlewood WR Property by notice given in the manner provided above.

8. Estoppel Certificates. Each owner of the Candlewood ER Property and the Candlewood WR Property shall, upon ten (10) days prior written request of any other such owner, execute, acknowledge and deliver to the requesting owner or its designee, which may include any mortgagee or purchaser of the owner's property, a written statement stating, to the knowledge of the owner as of the date made: (i) the date this Agreement was executed; (ii) that the Agreement and the Easements created herein are in full force and effect, that none of the owners are in default under the Agreement, and that the Agreement has not been assigned, modified, supplemented or amended in any way (or specifying the date and terms of any agreement so affecting this Agreement); (iii) that all provisions and conditions under this Agreement to be performed by each owner have been satisfied and performed (or specifying those conditions and provisions that such owner has not satisfied); (iv) that all required payments by any owner to the other owner on account of obligations assumed by the owner herein have been made (or specifying those required payments which such owner has not made); (v) that as of the date of said statement there

are no existing defenses or offsets that owner has against the enforcement of this Agreement by any other owner except as set out by such owner in the statement; and (vi) any other matter relating to the Agreement that the owner or owner's designee may reasonably request. Any such statement may be relied upon by a prospective purchaser or any mortgagee of an owner's interest in the owner's property.

9. Amendment. This Agreement shall be perpetual in its duration, provided, however, this Agreement may be modified, amended or terminated by an instrument signed by the owners of the Candlewood ER Property and the Candlewood WR Property, any such modification, amendment or termination to be effective only upon recording of the instruments with the Register of Deeds of Douglas County, Nebraska.

10. Miscellaneous. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nebraska. Any invalidation of any covenants by judgment or court order shall no way effect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Agreement.

11. No Partnership. None of the terms or provisions of this Agreement are intended to create a partnership between or among the owners and their respective businesses or otherwise, nor shall this Agreement cause them to be considered joint ventures or members of any joint enterprise. Each owner shall be considered a separate owner, and no party shall have the right to act as an agent for the other owner, unless expressly authorized to do so herein or by separate written instrument signed by the owner to be charged.

12. No Waiver. The failure of any owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which the owner may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants and conditions. No waiver of any owner of any default under this Agreement shall be effective or binding on such owner unless made in writing by such owner and no such waiver shall be implied from any omission by owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between each of the owners, parties hereto, with respect to the subject matter contained herein. Each of the owners, parties hereto, do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. Time is of the essence.

14. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

**[Space Below Intentionally Left Blank –  
Signature Page to Follow]**

IN WITNESS HEREOF, the said party of the first part has executed this Agreement to be effective as of the date first above written.

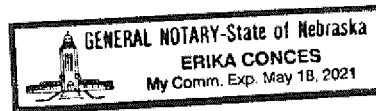
ROYCE CANDLEWOOD ER, LLC, a Nebraska limited liability company

By: [Signature]  
Lawrence R. James, II, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 19 day of September, 2018, by Lawrence R. James, II, Manager of Royce Candlewood ER, LLC, a Nebraska limited liability company, on behalf of the company.

[Signature]  
Notary Public



ROYCE CANDLEWOOD WR, LLC, a Nebraska limited liability company

By: LRJ  
Lawrence R. James, II, Manager

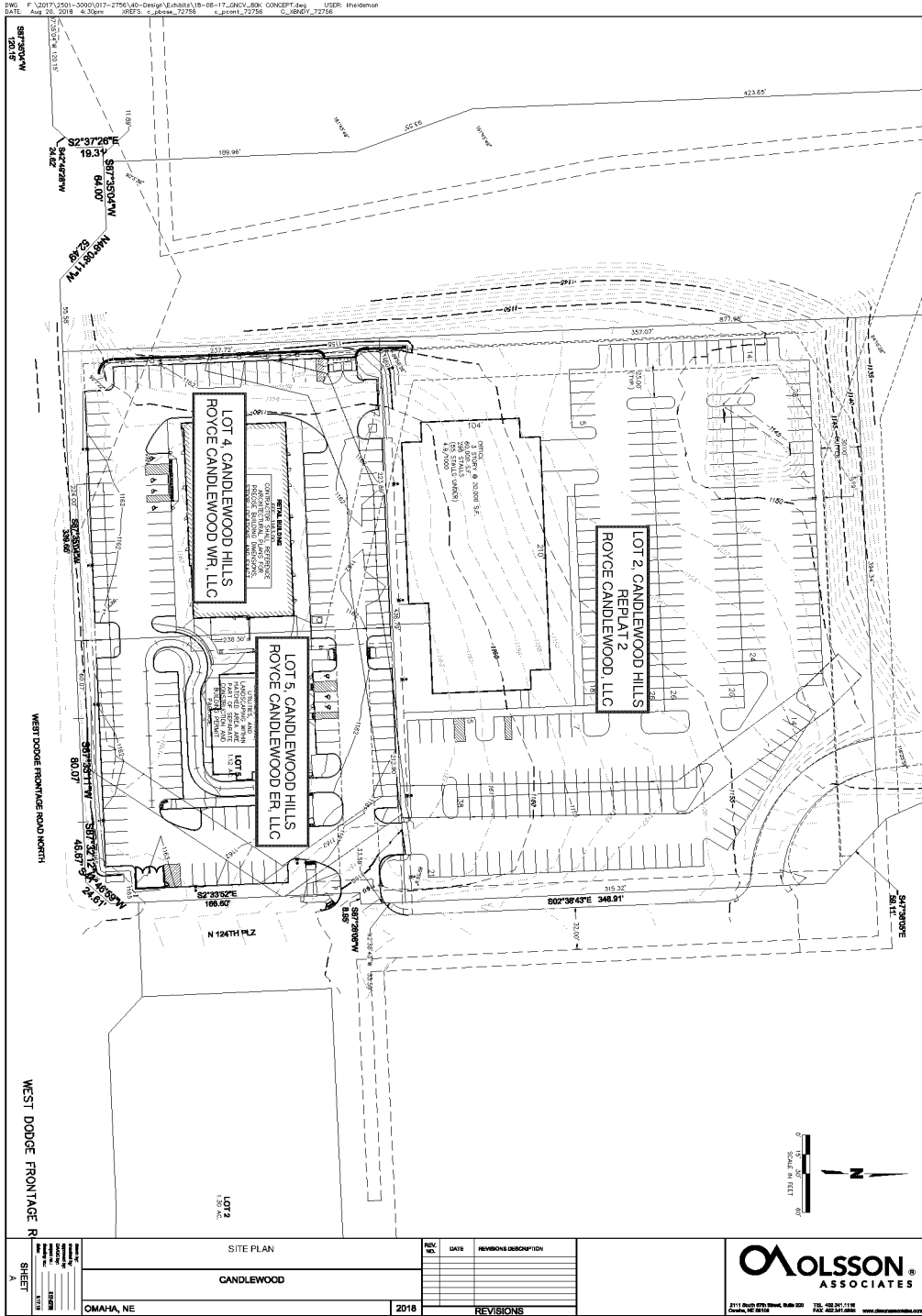
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 19 day of September, 2018, by Lawrence R. James, II, Manager of Royce Candlewood WR, LLC, a Nebraska limited liability company, on behalf of the company.

Erika Conces  
Notary Public



## EXHIBIT "A" SITE PLAN



<p>PROJECT: CANDLEWOOD SHEET: A</p>	<p>SITE PLAN CANDLEWOOD</p>	<p>2018</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">REV. NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 85%;">REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV. NO.	DATE	REVISION DESCRIPTION									
REV. NO.	DATE	REVISION DESCRIPTION													
<p>OMAHA, NE</p>			<p>REVISIONS</p>												

**MOLSSON**  
ASSOCIATES

2111 North 27th Street, Suite 202  
Omaha, NE 68114  
TEL: 402.341.1114  
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## EXHIBIT "B" STORM SEWER EASEMENT

