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**TEMPORARY FILL AND GRADING
EASEMENT AGREEMENT**

This Temporary Fill and Grading Easement Agreement (this "Easement Agreement") is made as of the 22nd day of July, 2016, by and between **PARK 125 WDODGE, LLC**, a Nebraska limited liability company (the "Grantor"), and **ROYCE CANDLEWOOD, LLC**, a Nebraska limited liability company (the "Grantee").

Preliminary Statement

Grantor is the owner of certain real property situated in Douglas County, Nebraska, as legally described on Exhibit "A" attached hereto (the "Grantor Property").

Grantee is the owner of certain real property situated in Douglas County, Nebraska, as depicted and legally described on Exhibit "B" attached hereto (the "Grantee Property").

Grantee purchased the Grantee Property from Grantor and as contemplated by the Sale and Purchase Agreement dated December 12, 2014, Grantee and Grantor have entered into a Site Development Agreement dated July 22, 2016 (the "Site Development Agreement"), pursuant to which Grantor and Grantee have memorialized their understandings pertaining to the construction of certain improvements to the "Joint Development Property" set forth in the Site Development Agreement.

Grantee desires to secure a temporary grading easement to grade and fill on and across the Grantor Property in accordance with the grading plan prepared by Olsson & Associates, Inc. dated July 16, 2016, and identified as Project # 012-1773 (the "Grading Plan").

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to Section 2 below, Grantor hereby grants and conveys to Grantee and its agents and contractors, a temporary easement over and through the Grantor Property for the purpose of coming upon for grading and to place fill materials on and over the Grantor Property as contemplated by the Grading Plan (the "Grading Easement") and in accordance with the Site Development Agreement. The Grading Easement described above shall commence immediately upon the execution of this Easement Agreement and continue until the earlier of (i) Grantee's final

Return to:
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