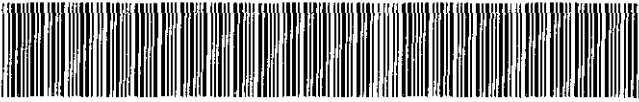


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 FEE 26<sup>50</sup> FB 61-28706 Replat  
 5 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_ MB  
 3 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 9/6/2007 14:22:22.14



2007102311

(The above space for use of Register of Deeds.)

**NO-BUILD EASEMENT AGREEMENT**

THIS NO-BUILD EASEMENT AGREEMENT (this "Agreement"), is made and entered into this 1<sup>st</sup> day of September, 2007, by and between Connectivity Solutions Manufacturing, Inc., a Delaware corporation ("Seller") and 121 Court, LLC, a Nebraska limited liability company ("Buyer").

**RECITALS:**

WHEREAS, contemporaneously with the execution hereof, Seller has sold and conveyed to Buyer certain property legally described as Lot 3, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 3"); and

WHEREAS, Seller has retained ownership of certain property adjacent to Lot 3, which is legally described as Lot 5 and Lot 8, Omaha Works Industrial Park, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 5" and "Lot 8"); and

WHEREAS, as a part of such sale, Seller has agreed to grant a "no-build" easement across a portion of Lot 5 and Lot 8, which would prohibit Seller from constructing any improvements thereon, except as set forth in this Agreement.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **No-Build Easement.** Seller hereby grants to Buyer, and its successors and assigns, a permanent non-exclusive easement (the "No-Build Easement") over and across those portions of Lot 5 and Lot 8 described on the attached Exhibit "A" (the "No-Build Areas"). The purpose of the No-Build Easement is to prohibit, from and after the date hereof, any construction or installation of above grade facilities or improvements in the No-Build Area other than landscaping, parking lots, walks, drives, railroad trackage and traffic control signs. This No-Build Easement shall not restrict the installation of any below grade improvements. Seller and Buyer further agree that the existing connector building that is now present on Lot 5 may remain and shall not be affected by this No-Build Easement.

2. **Representations.** Seller warrants that it owns Lot 5 and Lot 8 in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to grant the No-Build Easement referred to herein.

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3. **Enforcement.** The provisions of this Agreement may be enforced by an action for injunctive relief, as well as by an action for damages. No breach of any provision of this Agreement by any party shall give the other party the right to cancel, rescind or otherwise terminate this Agreement, but this provision shall not be deemed to affect any other rights or remedies which the non-breaching party may have, or claim to have, by reason of the breach.

4. **Binding Effect.** The No-Build Easement granted hereunder and all provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Upon any sale of Lot 3, Replat 4 by Buyer, or Lot 5 or Lot 8 by Seller, as applicable, or by any successor or assign of either of them, the selling party shall have no further liability hereunder other than for claims arising during the selling party's period of ownership.

5. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

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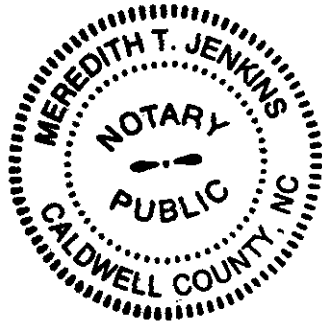
IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

Connectivity Solutions Manufacturing, Inc., a Delaware corporation

By: Frank B. Wyatt II  
Name: FRANK B. WYATT II  
Title: Director

North Carolina  
STATE OF NEBRASKA )  
Catawba ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2007, by Frank B. Wyatt II, the Director of Connectivity Solutions Manufacturing, Inc., a Delaware corporation on behalf of the corporation.



Meredith T. Jenkins  
Notary Public

my commission expires: 06 March 2008

121 Court, LLC, a Nebraska limited liability company

By: Mark R Wright  
Name: Mark R Wright  
Title: President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of September, 2007, by MARK R. WRIGHT the President of 121 Court, LLC, a Nebraska limited liability, on behalf of the corporation.

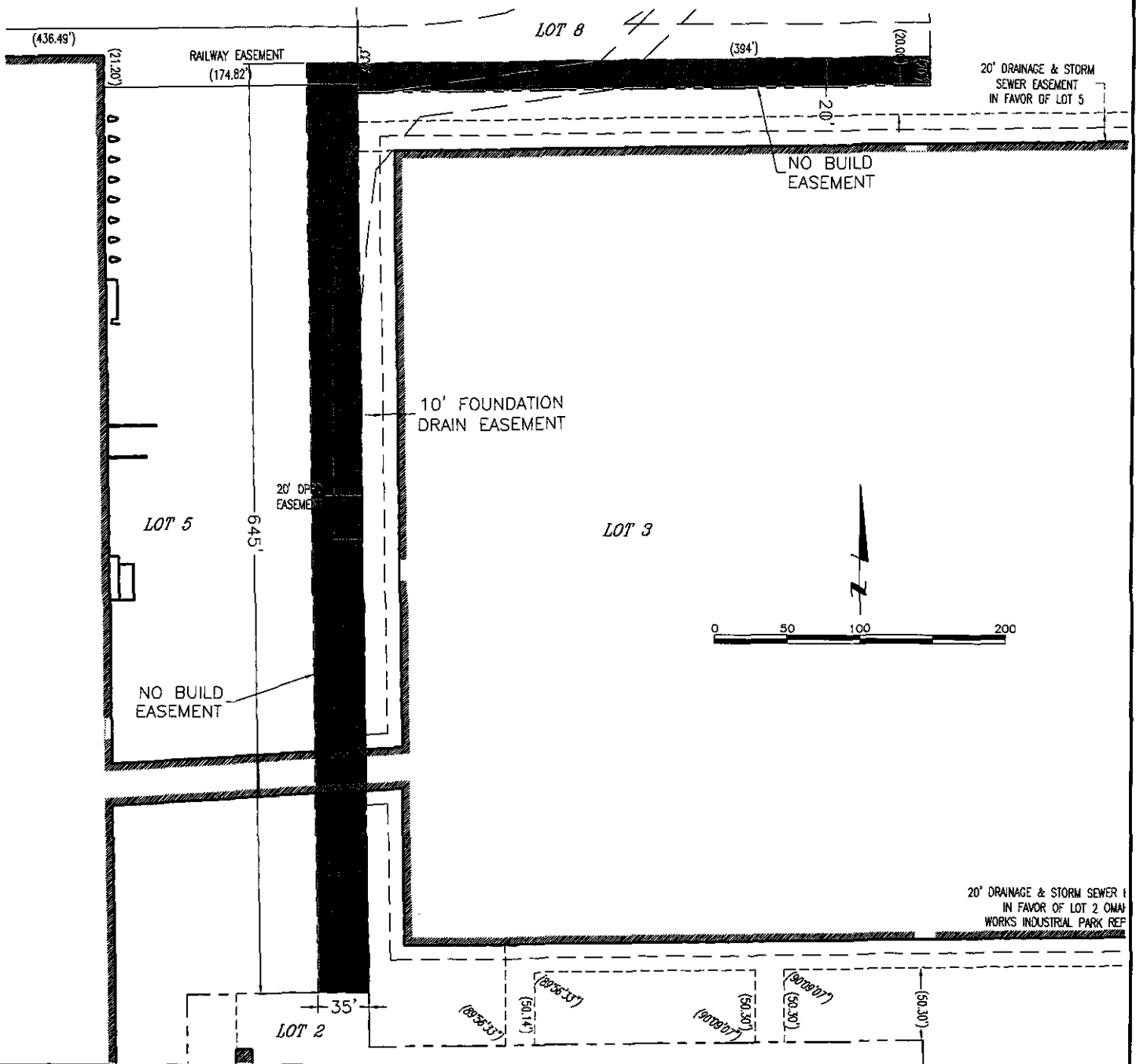


Janet J. Clark  
Notary Public

# EASEMENT EXHIBIT A

## LEGAL DESCRIPTION

A No Build Easement in favor of Lot 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, over the East thirty-five foot (35') of the South 645.00 feet of Lot 5, OMAHA WORKS INDUSTRIAL PARK, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, (contains 7,880 sq. ft.) AND ALSO OVER the South twenty foot (20') of Lot 8, OMAHA WORKS INDUSTRIAL PARK, (contains 22575 sq. ft.).



Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: MJW  
designer: RDP  
job number-task: 01087.18  
date: AUGUST 29, 2007  
book: page:  
file name: 01087 No Build Eas.dwg