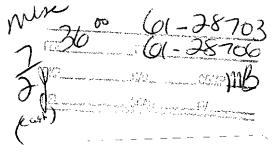


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Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 2/27/2008 13:33:50.20 2008 0 18810

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DRAINAGE, STORM SEWER AND SANITARY SEWER EASEMENT AGREEMENT

THIS DRAINAGE, STORM SEWER AND SANITARY SEWER EASEMENT AGREEMENT (the "Agreement") is made and entered into this 22 day of February, 2008 by and between Connectivity Solutions Manufacturing, Inc., a Delaware corporation ("CSM"), 121 Court, LLC, a Nebraska limited liability company ("121 Court") and Omaha Works Industrial Park Property Owners Association, a Nebraska non-profit corporation ("Association").

RECITALS:

WHEREAS, CSM is the owner of certain real estate legally described as Lot 9, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska ("Lot 9"); and

WHEREAS, 121 Court is the owner of certain real estate legally described as Lot 3, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, Douglas County, Nebraska ("Lot 3") (Lot 9 and Lot 3 are hereinafter collectively referred to as the "Real Estate"); and

WHEREAS, certain existing drainage, storm sewer and sanitary sewer lines that provide drainage and sewer services to the individual lots comprising the Real Estate are located on the Real Estate; and

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions, Reservations and Restrictions for Omaha Works Industrial Park, recorded on October 3, 2006, as Instrument No. 2006113608 in the Office of the Register of Deeds of Douglas County, Nebraska, the Association is responsible for the construction, repair, maintenance, replacement and removal of the existing drainage, storm sewer and sanitary sewer lines located on the Real Estate; and

WHEREAS, CSM and 121 Court desire to grant and establish easements upon those portions of the Real Estate as depicted on Exhibit "A" attached hereto for the installation, maintenance, use, operation, repair, replacement and removal of such drainage, storm sewer and sanitary sewer lines and for the installation of additional drainage pipes, storm sewer lines and sanitary sewer lines as may be installed in the future.

WHEREAS, CSM, 121 Court and Association have agreed to enter into this Agreement to create such easements and establish their rights and obligations with respect to such easements.

NOW. THEREFORE, in consideration of the mutual agreements set forth in this

RETURN: Q.A.P BARID Holmes 1500 (Dood mar Tixela (344-050) Ornaka, Ne 68102 Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Drainage, Storm Sewer and Sanitary Sewer Easement**. Subject to the terms and conditions hereof, CSM and 121 Court hereby grant and convey to Association and its successors and assigns (a) a nonexclusive permanent easement over, through and upon the 20' and 30' drainage and storm sewer easement area on the Real Estate as shown on the Plat and as depicted on Exhibit "A" attached hereto for the purpose of installing, maintaining, using, operating, repairing, replacing and removing the drainage and storm sewer lines that serve the Real Estate, (b) a nonexclusive permanent easement over, through and upon the 20' and 30' sanitary sewer easement areas on the Real Estate as shown on the Plat and as depicted on Exhibit "A" attached hereto for the purpose of installing, maintaining, using, operating, repairing, replacing and removing the sanitary sewer lines that serve the Real Estate (the easement areas described in Sections 1(a) and (b) are hereinafter individually and collectively, the "Easement Area") and (c) the right to temporarily enter, remain and pass on, over and across the Easement Area for the purpose of exercising Association's rights granted herein (collectively, the "Utilities Easement").
- 2. **Grant of Sub-easements**. The Association reserves the right to grant sub-easements to any and all owners of real estate in the Omaha Works Industrial Park, upon such terms and conditions as the Association may determine, to enable such owners and their respective successors, assigns, employees, agents, contractors, tenants, licensees and invitees to install, maintain, use, operate, repair, replace and remove new Utility Lines located in the Easement Area for utility service to the lot owned by any such owner.
- Other Easements and Uses. CSM reserves the right for itself and for its successors and assigns to grant other easements over, under and upon the portion of the Easement Area that is located on Lot 9 for other uses and other improvements on said Easement Area so long as such other easements and improvements do not materially adversely affect use of the portion of the Easement Area located on Lot 9 or any now existing or subsequently installed drainage, storm sewer lines or sanitary sewer lines (the "Utility Lines") located in the Easement Area on Lot 9. 121 Court reserves the right for itself and for its successors and assigns to grant other easements over, under and upon the portion of the Easement Area located on Lot 3 for other uses and other improvements on said Easement Area so long as such other easements and improvements do not materially adversely affect use of the Easement Area or the Utility Lines located in the Easement Area. CSM agrees for itself and for any successor owners of Lot 9, that it shall not do or permit to be done, any act upon Lot 9 that would prevent or materially hinder the beneficial use of the Utilities Easement herein granted. 121 Court agrees for itself and for any successor owners of Lot 3, that it shall not do or permit to be done, any act upon Lot 3 that would prevent or materially hinder the beneficial use of the Utilities Easement herein granted.
- 4. **Repair and Maintenance**. Association agrees that it shall be responsible for the construction, repair, maintenance, replacement and removal of the Utility Lines in the Easement Area and shall keep the same in good and useable condition, which shall include without limitation, trimming, cutting and removing such shrubs, tree limbs and other landscaping or any improvements within the Easement Area which may in the judgment of Association, interfere with, limit access to or endanger the Utility Lines or their operation or which must be removed in order to perform such repair and maintenance necessary to keep the Utility Lines and Easement Area in good repair.

- 5. **Representations**. CSM warrants that it owns Lot 9 in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to enter into the agreements referred to herein. 121 Court warrants that it owns Lot 3 in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to enter into the agreements referred to herein.
- 6. **Termination of Agreement**. The Utilities Easement may be terminated only by a written instrument executed by the then owner of Lot 9, the then owner of Lot 3 and the Association.
- 7. **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.
- 8. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. The easements, covenants and restrictions 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 9 by CSM or Lot 3 by 121 Court, 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.

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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

W.

Alfonso Cruz, Facility Manager

STATE OF NEBRASKA) ss. COUNTY OF DOUGLAS)

GENERAL NOTARY - State of Nebraska BRENDA L. WALKOWIAK My Comm. Exp. April 8, 2008

The foregoing instrument was acknowledged before me this <u>3</u>day of February, 2008, by Alfonso Cruz, the Facility Manager of Connectivity Solutions Manufacturing, Inc., a Delaware corporation on behalf of the corporation.

121 Court, LLC, a Nebraska limited liability company

By: Moch R. Wright, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

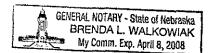
The foregoing instrument was acknowledged before me this 15 day of February, 2008, by Mark R. Wright, the President of 121 Court, LLC, a Nebraska limited liability company, on behalf of the company.

A GENERAL MOTARY-State of Mebraska
THOMAS P. NICHOLSON,
My Comm. Exp. 671210

OMAHA WORKS INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, a Nebraska non-profit corporation

By: Mut P. Rhett Zenlin President

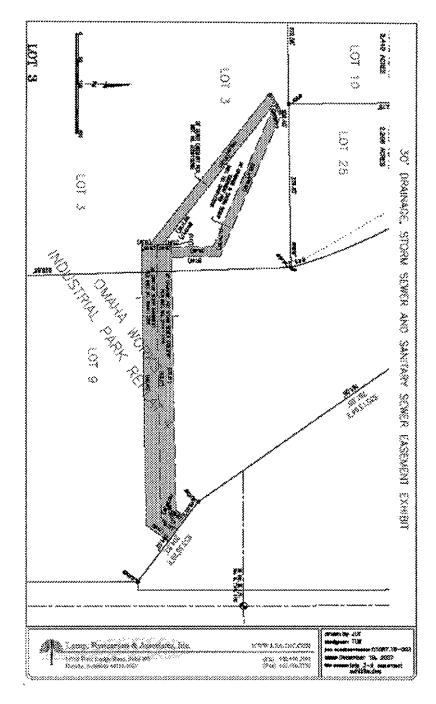
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this $\frac{\partial \mathcal{L}}{\partial \mathcal{L}}$ day of February, 2008, by Rhett Zeplin, the president of Omaha Works Industrial Park Property Owners Association, a Nebraska non-profit corporation, on behalf of the corporation.

Branda & Washowiah

Exhibit "A"
Depiction of Easement Area



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