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Received - DIANE L. BATTIATO  
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**DECLARATION OF ACCESS EASEMENT**

THIS DECLARATION OF ACCESS EASEMENT (the "Easement Declaration") is made this 29th day of September, 2006, by Connectivity Solutions Manufacturing, Inc., a Delaware corporation ("Declarant") and Omaha Works Industrial Park Property Owners Association, a Nebraska non-profit corporation ("Association").

RECITALS

WHEREAS, Declarant is the owner of certain real estate legally described as Lots 1 through 25, inclusive, and Outlots 1, 2 and 3, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska (the "Real Estate"); and

WHEREAS, the final plat of the Real Estate was recorded on September 29, 2006 as Instrument No. 2006112368 (the "Plat") and depicts certain ingress/egress easements over the system of private access roads located on the Real Estate; and

WHEREAS, Declarant desires to grant and establish a formal easement upon those portions of the ingress/egress easements located on the Real Estate as shown on the Plat (except for any portions of such easements that have been released) and (a) all of which is legally described and depicted on Exhibit "A" attached hereto and (b) portions of which are legally described and depicted on Exhibits "B" and "C" attached hereto (the "Easement Area") to provide vehicular and pedestrian ingress, egress and access to and from the Real Estate.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Real Estate and all present and future owners and occupants of the same shall be and hereby are subject to the terms, covenants, easements and conditions hereinafter set forth in this Easement Declaration, so that the Real Estate shall be maintained, kept, sold and used in full compliance with and subject to this Easement Declaration and, in connection therewith, Declarant covenants and agrees as follows:

1. **Access Easement.** Subject to the terms and conditions hereof, Declarant hereby grants and conveys to Declarant and the Association and any and all successors or assigns of Declarant as the owner of all or any portion of the Real Estate (hereinafter the "Owners"), a nonexclusive easement over, through and upon the Easement Area for the purpose of providing pedestrian and vehicular access, ingress and egress to and from the Real Estate for the use of the Association, the Owners, and their respective successors, assigns, employees, agents, contractors, tenants, licensees and invitees and for such other uses as may be granted hereafter as provided in Section 2 below (the "Access Easement").

Return to:  
 Jacqueline A. Pueppke  
 Baird Holm LLP  
 1500 Woodmen Tower  
 Omaha, NE 68102

*14*

2. **Other Easements and Uses.** The Association reserves the right for itself and for its successors and assigns, to grant other easements over, under and upon the Easement Area for other uses, and to construct, or allow the construction of, overhead, at grade and below grade improvements on the Easement Area so long as such other easements and improvements do not materially adversely affect use of the Easement Area for vehicular or pedestrian ingress, egress and access purposes. The Association shall not construct or authorize the construction of any overhead or at grade improvements within the Easement Area without the prior written consent of the Owner of the portion of the Real Estate on which such construction is to occur, which consent shall not be unreasonably withheld, conditioned or delayed. Declarant agrees, for itself and for any successor Owners of any portion of the Real Estate upon which the Easement Area is located, that it shall not do or permit to be done, any act upon the Real Estate that would prevent or materially hinder (a) the beneficial use of the Access Easement for the purposes herein granted or (b) the use and enjoyment of the Real Estate upon which the Easement Area is located. Notwithstanding the foregoing, the Association may temporarily restrict the use of the Easement Area in order to expand, repair, replace or maintain the paving located therein, or other improvements thereon, or authorize others to do so, provided that during the performance of such work, access shall not be completely restricted over the Easement Area, or alternative access routes shall be provided.

3. **Restricted Easement Area.** Notwithstanding any provision contained herein to the contrary, the present or future Owners of Lots 2, 16, 17, 18, 19, 20, 21, 22 and 23 of the Real Estate (the "Restricted Lots") shall have the right to limit ingress, egress and access to those portions of the Easement Area on the Restricted Lots, as depicted on Exhibit "D" attached hereto (the "Restricted Easement Area") to the Owners of the Restricted Lots and their respective successors, assigns, employees, agents, contractors, tenants, licensees and invitees. The Owners of the Restricted Lots shall have the right to install a secured gate, fence or other barrier on the Restricted Lots to limit such ingress, egress and access over the Restricted Easement Area to the Owners of the Restricted Lots and their and their respective successors, assigns, employees, agents, contractors, tenants, licensees and invitees. Notwithstanding such restriction, the Owners of such lots will allow access to the Association, its agents, consultants and contractors, upon reasonable advance notice for the purpose of installing, maintaining, removing, repairing and replacing other improvements in the Easement Area as permitted in Section 2 above.

4. **Construction, Repair, Maintenance, and Insurance.** The Association agrees that it shall be responsible for all repair and maintenance of the Easement Area and shall keep the same in good and useable condition, which shall include without limitation, snow and ice removal, striping of the driving lanes, pavement and curb repair and patching, repair and replacement of lights and light fixtures, lighting costs and surface sealing and other construction, repair and maintenance necessary to keep the Easement Area in good repair. The Association shall maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death or property damage occurring upon the Easement Area in an amount determined by the Association in its reasonable discretion, including without limitation, insurance required by Union Pacific or any other railroad under a track usage agreement for any spur track located within an Easement Area. In accordance with the terms and provisions of the Declaration of Covenants, Conditions, Reservations and Restrictions for Omaha Works Industrial Park (the "Declaration of Covenants"), which are being filed concurrently with this Easement Declaration, the Association shall have the right to fix, levy and charge the Owners of the Real Estate Dues and Assessments (as defined in the Declaration of

Covenants) to reimburse the Association for the costs of such maintenance, repair and liability insurance.

5. **Relocation.** The Association shall have the right at any time, and from time to time to relocate any portion of the Easement Area to another location on the Real Estate or to terminate the Access Easement over portions of the Real Estate; provided, however, that (a) the Association shall first provide written notice to the Owners of the Real Estate of the decision to relocate the Easement Area or terminate the Access Easement at least sixty (60) days prior to the date of such relocation or termination and no Owner affected thereby has objected thereto, (b) such relocation or termination shall not materially limit or have a material adverse affect on the ingress, egress and access to the individual lots that comprise the Real Estate, (c) all costs associated with the relocation or termination shall be paid by the Association or by the Owner requesting such relocation, and (d) the Owner of the portion of the Real Estate where the relocated Easement Area will be located consents thereto. Each Owner shall have the right to relocate or reconfigure the Easement Area located on such Owner's portion of the Real Estate, provided that (a) such Owner shall first provide written notice to the Owners of the Real Estate of the decision to relocate or reconfigure the Easement Area at least sixty (60) days prior to the date of such relocation or reconfiguration, (b) such relocation or reconfiguration shall not materially limit or have a material adverse affect on the ingress, egress and access to the portions of the Real Estate owned by other Owners or materially change routes of ingress, egress and access to the portions of the Real Estate owned by other Owners, (c) after such relocation or reconfiguration all Owners will still have access by easement to the public rights-of-way within the Real Estate and (d) all costs associated with such relocation or reconfiguration shall be paid by the Owner initiating such relocation or reconfiguration. In such event, the Access Easement granted hereby will cease as to that portion of the Easement Area that is no longer being used for vehicular or pedestrian access purposes and will be deemed to have been relocated to the new driveway or walkway location on the Real Estate as designated by the Association or such Owner, as the case may be. In such event, the Association and the Owners of the affected Real Estate shall execute an amendment to this Easement Declaration setting forth the new Easement Area.

6. **Binding Effect.** All of the covenants, agreements, conditions, and restrictions set forth in this Easement Declaration are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the parties hereto, and their respective successors, assigns, grantees, representatives, tenants and invitees.

7. **Enforcement.** The provisions of this Easement Declaration may be enforced by an action for injunctive relief, as well as by an action for damages. No breach of any provision of this Easement Declaration by any party shall give the other party the right to cancel, rescind or otherwise terminate this Easement Declaration, 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. **Termination of Easement.** The Access Easement may be terminated only by a written instrument executed by the Association and all then Owners of the Real Estate.

9. **Miscellaneous.** The Access Easement granted herein shall run with the land and be binding on the successors and assigns of the parties hereto. This Easement Declaration contains the entire agreement of the parties regarding the Access Easement. This Easement Declaration shall be construed and governed by the laws of the State of Nebraska. The

paragraph headings in this Easement Declaration are for convenience only, shall in no way define or limit the scope or content of this Easement Declaration, and shall not be considered in any construction or interpretation of this Easement Declaration or any part thereof.

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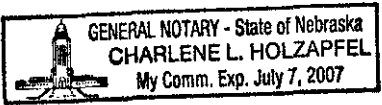
IN WITNESS WHEREOF, the parties have signed this instrument on the date herein above indicated.

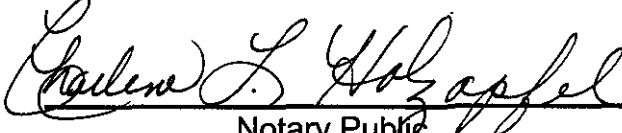
Connectivity Solutions Manufacturing, Inc., a Delaware corporation

By:   
Richard Dall'Asen, President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 2006, by Richard Dall'Asen, the President of Connectivity Solution Manufacturing, Inc., a Delaware corporation on behalf of the corporation.



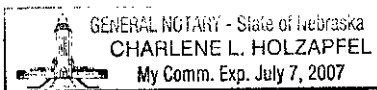
  
Notary Public

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

By: *Rhett P. Zeplin*  
Rhett Zeplin, President

STATE OF NEBRASKA     )  
  )ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of September, 2006, by Rhett Zeplin, the President of Omaha Works Industrial Park Property Owners Association, a Nebraska non-profit corporation, on behalf of the corporation.

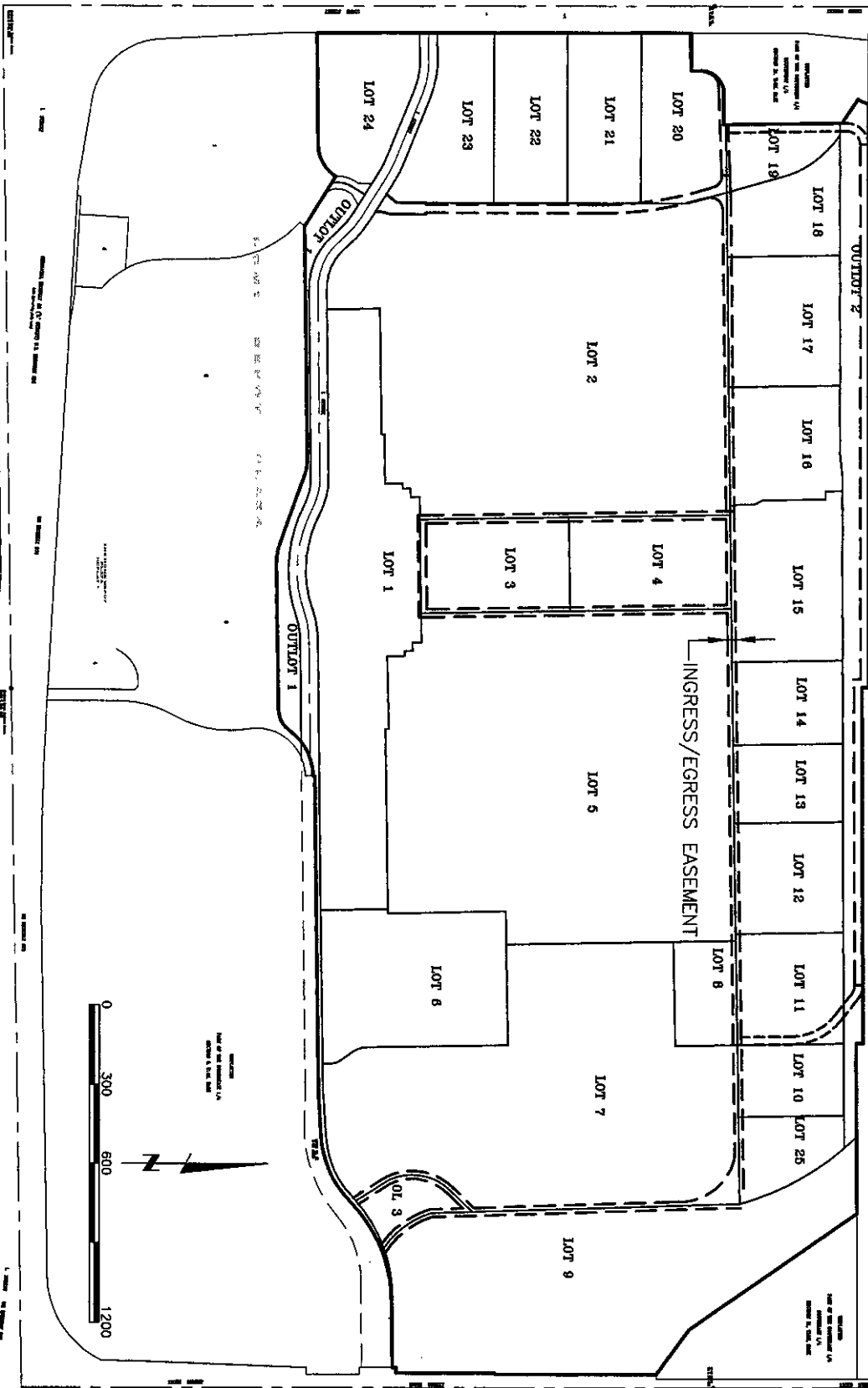


*Charlene L. Holzappel*  
Notary Public

# EXHIBIT A

## EASEMENT INGRESS / EGRESS

A permanent easement to the owners association for ingress and egress as granted in the Final Plat of OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;  
 (See attached sheets for complete legal description.)



**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: EAM  
 designer: FAK  
 job number-tasks: 010787.18-003  
 date: 9-22-06  
 book: 01087 page: EXHIBIT A-2  
 file name: 0187EXHIBITS.DWG

EASEMENT  
INGRESS / EGRESS

A permanent easement to the owners association for ingress and egress as Granted in the Final Plat of OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

**TOGETHER WITH** a thirty foot (30') ingress and egress easement granted over part of Lot 19 and Outlot 2 described as follows:

Commencing at the southwest corner of said Lot 19;

Thence North 00°58'21" West (bearings referenced to the Final Plat of Omaha Works Industrial Park) for 8.66 feet along the west line of said Lot 19 to the TRUE POINT OF BEGINNING;

Thence North 00°58'21" West for 439.89 feet along the extended west line of said Lot 19;

Thence along a curve to the right (having a radius of 80.00 feet and a long chord bearing North 44°22'33" East for 113.82 feet) for an arc length of 126.64 feet to the west end of an existing ingress and egress easement;

Thence South 00°16'33" East for 30.00 feet along said west end;

Thence along a curve to the left (having a radius of 50.00 feet and a long chord bearing South 43°34'35" West for 70.18 feet) for an arc length of 79.15 feet;

Thence South 00°58'21" East for 439.25 feet parallel with and 30.00 foot east of the west line of said Lot 19 to the north line of an existing ingress and egress easement;

Thence South 87°47'34" West for 30.01 feet along said north line to the Point of Beginning.

Contains 16274 square feet.

**ALSO TOGETHER WITH** a thirty foot (30') ingress and egress easement granted over part of Lot 11 and Outlot 2 described as follows:

Commencing at the southeast corner of said Lot 11;

Thence North 00°53'46" West (bearings referenced to the Final Plat of Omaha Works Industrial Park) for 15.00 feet along the east line of said Lot 11 to the north line of an existing ingress and egress easement and the TRUE POINT OF BEGINNING;

Thence South 89°05'22" West for 30.00 feet along said north line parallel with and 15.00 feet north of the south line of said Lot 11;

Thence North 00°53'46" West for 188.88 feet parallel with and 30.00 feet west of the east line of said Lot 11;

Thence along a curve to the left (having a radius of 200.00 feet and a long chord bearing North 26°32'48" West for 173.15 feet) for an arc length of 179.08 feet;

Thence North 52°11'51" West for 108.72 feet;

Thence along a curve to the left (having a radius of 50.00 feet and a long chord bearing North 71°14'21" West for 32.63 feet) for an arc length of 33.23 feet;

Thence North 00°15'08" West for 30.00 feet to the north line of said Outlot 2;

Thence along a curve to the right (having a radius of 80.00 feet and a long chord bearing South 71°14'02" West for 52.19 feet) for an arc length of 53.16 feet;

Thence South 52°11'51" East for 108.72 feet;

Thence along a curve to the right (having a radius of 230.00 feet and a long chord bearing South 26°32'48" East for 199.13 feet) for an arc length of 205.94 feet to the east line of said Lot 11;

Thence South 00°53'46" East for 188.87 feet along the east line of said Lot 11 to the Point of Beginning.

Contains 15999 square feet.



**EXCEPT** that part of the aforesaid platted ingress and egress easement over part of Lot 19 and Outlot 2 described as follows:

Commencing at the southwest corner of said Lot 19;

Thence North 00°58'21" West (bearings referenced to the Final Plat of Omaha Works Industrial Park) for 8.66 feet along the west line of said Lot 19;

Thence North 87°47'34" East for 158.40 feet to the TRUE POINT OF BEGINNING;

Thence along a curve to the left (having a radius of 45.00 feet and a long chord bearing North 36°10'11" East for 70.55 feet) for an arc length of 81.09 feet;

Thence North 15°27'12" West for 121.55 feet parallel with and 30.00 feet west of the east line of said Lot 19;

Thence along a curve to the left (having a radius of 355.00 feet and a long chord bearing North 34°18'41" West for 247.85 feet) for an arc length of 253.18 feet continuing along said concentric line;

Thence along a curve to the right (having a radius of 75.00 feet and a long chord bearing North 17°29'27" East for 142.85 feet) for an arc length of 189.11 feet to the north line of said Outlot 2;

Thence North 89°43'27" East for 1.38 feet along said north line;

Thence South 00°16'33" East for 30.00 feet;

Thence South 89°43'27" West for 1.38 feet;

Thence along a curve to the left (having a radius of 45.00 feet and a long chord bearing South 17°29'27" West for 85.71 feet) for an arc length of 114.46 feet;

Thence along a curve to the right (having a radius of 385.00 feet and a long chord bearing South 34°20'34" East for 268.40 feet) for an arc length of 274.16 feet along the east line of said Lot 19;

Thence South 15°27'12" East for 149.42 feet continuing along said east line;

Thence along a curve to the left (having a radius of 45.00 feet and a long chord bearing South 53°10'55" East for 55.07 feet) for an arc length of 59.26 feet;

Thence South 87°47'46" West for 122.27 feet to the Point of Beginning.

Contains 18,921 square feet.

**AND ALSO EXCEPT** that part of the aforesaid platted ingress and egress easement over part of Lots 9, 25 and Outlot 2 described as follows:

Commencing at the southeast corner of said Lot 25;

Thence along a curve to the left (having a radius of 1000.00 feet and a long chord bearing North 16°22'42" West (bearings referenced to the Final Plat of Omaha Works Industrial Park) for 15.41 feet) for an arc length of 15.41 feet along the east line of said Lot 25 to the TRUE POINT OF BEGINNING;

Thence South 89°14'18" West for 56.47 feet parallel with and 15.00 feet north of the south line of said Lot 25;

Thence along a curve to the left (having a radius of 30.00 feet and a long chord bearing North 34°48'01" East for 48.72 feet) for an arc length of 56.85 feet;

Thence along a curve to the left (having a radius of 985.00 feet and a long chord bearing North 31°30'17" West for 410.13 feet) for an arc length of 413.15 feet concentric with and 15.00 feet west of the east line of said Lot 25;

Thence South 89°43'09" West for 389.77 feet parallel with and 30.00 feet south of the north line of said Outlot 2;

Thence North 00°16'51" West for 25.00 feet continuing along said parallel line;

Thence South 89°43'09" West for 190.49 feet continuing along said parallel line;

Thence North 00°15'08" West for 30.00 feet to the north line of said Outlot 2;

Thence North 89°43'09" East for 220.47 feet along said north line to an angle point therein;

Thence South  $00^{\circ}16'51''$  East for 25.00 feet continuing along said north line to an angle point therein;

Thence North  $89^{\circ}43'09''$  East for 372.63 feet continuing along said north line;

Thence along a curve to the right (having a radius of 1015.00 feet and a long chord bearing South  $30^{\circ}25'01''$  East for 485.62 feet) for an arc length of 490.37 feet concentric with and 15.00 foot east of the east line of Lot 25;

Thence South  $89^{\circ}14'18''$  West for 15.59 feet parallel with and 15.00 foot north of the extended south line of said Lot 25 to the Point of Beginning.

Contains 32,916 square feet.

September 29, 2006

LAMP, RYNEARSON & ASSOCIATES, INC.

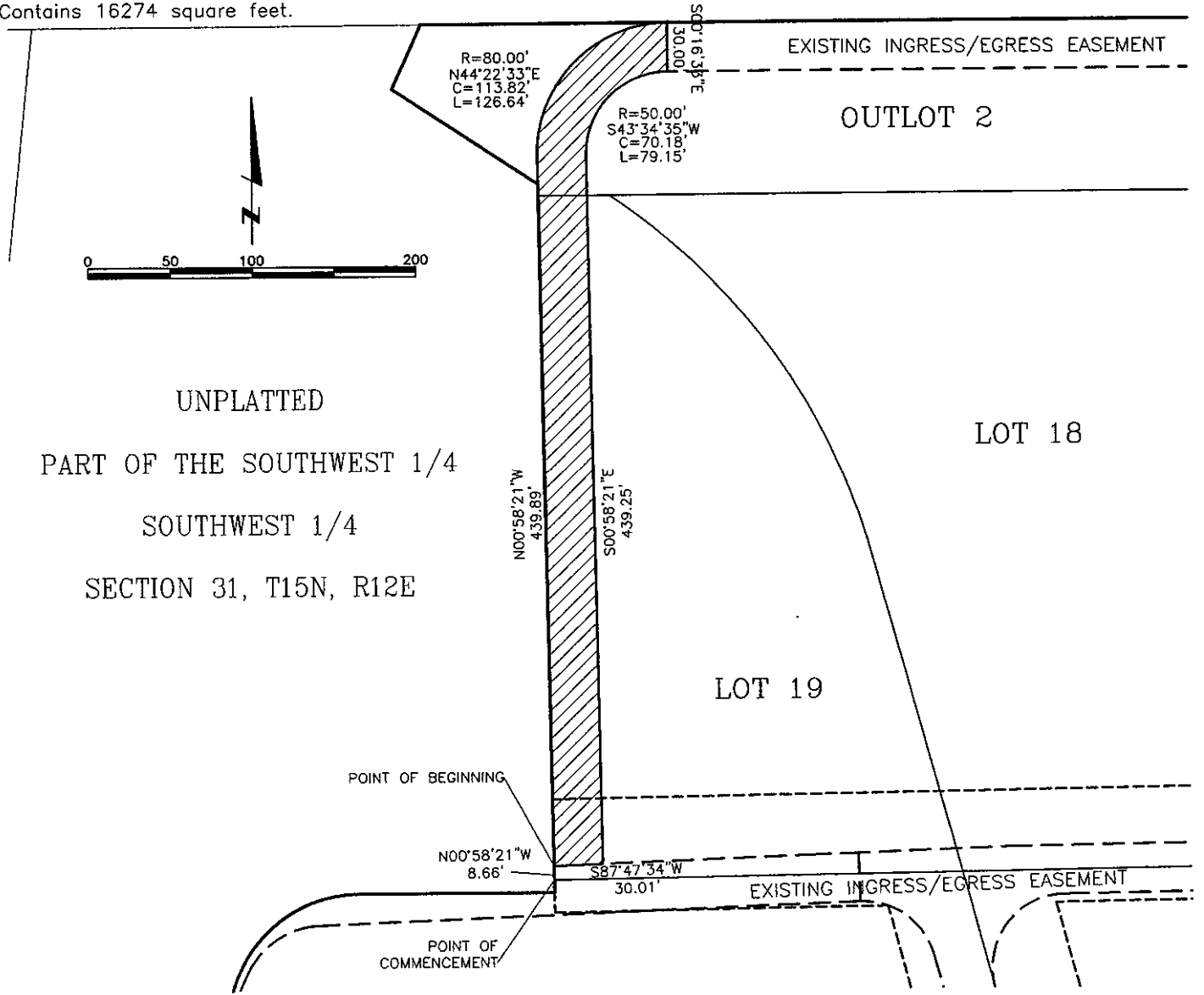
L:\engineering\01087\01087.18\text\Millard easements (Platted I&E with added releases and grants)

# EXHIBIT B

## EASEMENT INGRESS / EGRESS

A permanent easement thirty foot (30') in width for ingress and egress over that part of Lot 19 and Outlot 2, OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

- Commencing at the southwest corner of said Lot 19;
  - Thence North 00°58'21" West (bearings referenced to the Final Plat of Omaha Works Industrial Park) for 8.66 feet along the west line of said Lot 19 to the TRUE POINT OF BEGINNING;
  - Thence North 00°58'21" West for 439.89 feet along the extended west line of said Lot 19;
  - Thence along a curve to the right (having a radius of 80.00 feet and a long chord bearing North 44°22'33" East for 113.82 feet) for an arc length of 126.64 feet to the west end of an existing ingress and egress easement;
  - Thence South 00°16'33" East for 30.00 feet along said west end;
  - Thence along a curve to the left (having a radius of 50.00 feet and a long chord bearing South 43°34'35" West for 70.18 feet) for an arc length of 79.15 feet;
  - Thence South 00°58'21" East for 439.25 feet parallel with and 30.00 feet east of the west line of said Lot 19 to the north line of an existing ingress and egress easement;
  - Thence South 87°47'34" West for 30.01 feet along said north line to the Point of Beginning.
- Contains 16274 square feet.



**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

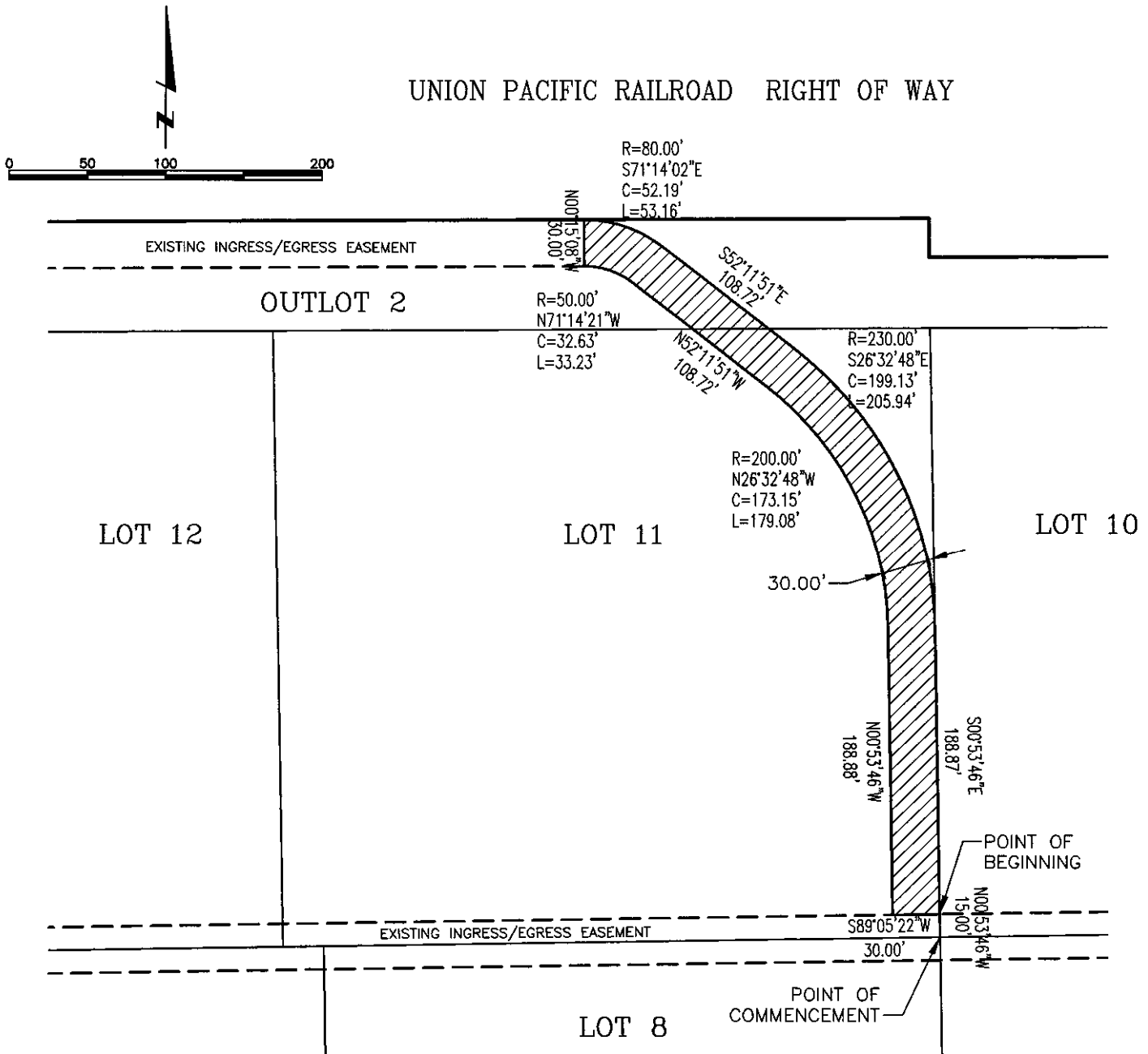
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# EXHIBIT C

## EASEMENT INGRESS / EGRESS

A permanent easement thirty foot (30') in width for ingress and egress over that part of Lot 11 and Outlot 2, OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:  
(See attached sheet for complete legal description.)

### UNION PACIFIC RAILROAD RIGHT OF WAY



 **Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

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(Fax) 402.496.2730

drawn by: EAM  
designer: FAK  
job number-tasks: 010787.18-003  
date: 9-22-06  
book: 01087 page: EXHIBIT LOT 1  
file name: 0187EXHIBITS.DWG

EASEMENT  
INGRESS / EGRESS

A permanent easement thirty foot (30') in width for ingress and egress over that part of Lot 11 and Outlot 2, OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of said Lot 11;

Thence North 00°53'46" West (bearings referenced to the Final Plat of Omaha Works Industrial Park) for 15.00 feet along the east line of said Lot 11 to the north line of an existing ingress and egress easement and the TRUE POINT OF BEGINNING;

Thence South 89°05'22" West for 30.00 feet along said north line, parallel with and 15.00 feet north of the south line of said Lot 11;

Thence North 00°53'46" West for 188.88 feet parallel with and 30.00 feet west of the east line of said Lot 11;

Thence along a curve to the left (having a radius of 200.00 feet and a long chord bearing North 26°32'48" West for 173.15 feet) for an arc length of 179.08 feet;

Thence North 52°11'51" West for 108.72 feet;

Thence along a curve to the left (having a radius of 50.00 feet and a long chord bearing North 71°14'21" West for 32.63 feet) for an arc length of 33.23 feet;

Thence North 00°15'08" West for 30.00 feet to the north line of said Outlot 2;

Thence along a curve to the right (having a radius of 80.00 feet and a long chord bearing South 71°14'02" West for 52.19 feet) for an arc length of 53.16 feet;

Thence South 52°11'51" East for 108.72 feet;

Thence along a curve to the right (having a radius of 230.00 feet and a long chord bearing South 26°32'48" East for 199.13 feet) for an arc length of 205.94 feet to the east line of said Lot 11;

Thence South 00°53'46" East for 188.87 feet along the east line of said Lot 11 to the Point of Beginning.

Contains 15,999 square feet.

# EXHIBIT D

Ingress/Egress Easement as Granted by the  
Final Plat of OMAHA WORKS INDUSTRIAL PARK

UNION PACIFIC RAILROAD RIGHT OF WAY

0 150 300 600



132ND STREET

OUTLOT 2

UNPLATTED  
PART OF THE SOUTHWEST 1/4  
SOUTHWEST 1/4  
SECTION 31, T15N, R12E

LOT 18

LOT 17

LOT 16

LOT 15

LOT 19

RESTRICTED INGRESS/ EGRESS EASEMENT

LOT 20

LOT 2

LOT 4

LOT 21

LOT 22

LOT 3

LOT 23

LOT 24

LOT 1

1 STREET

OUTLOT 1

1 STREET

132ND STREET



Lamp, Rynearson & Associates, Inc.

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

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(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: EAM  
designer: FAK  
job number-task: 010787.18-003  
date: 9-22-06  
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file name: 0187EXHIBITS.DWG