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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/6/2007 14:21:25.09



2007102308

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

DECLARATION OF UTILITY EASEMENT

THIS DECLARATION OF UTILITY EASEMENT (the "Easement Declaration") is made and entered into this 1st day of September, 2007 by Connectivity Solutions Manufacturing, Inc., a Delaware corporation ("Declarant").

RECITALS:

WHEREAS, Declarant is the owner of certain real estate legally described as Lot 5, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska (hereinafter "Lot 5") and Lot 3, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, Douglas County, Nebraska (hereinafter "Lot 3");

WHEREAS, Declarant desires to grant and establish a utility easement upon those portions of Lot 3 as shown on the exhibit attached hereto for the installation, maintenance, use, operation, repair, replacement and removal of the foundation drain lines and related facilities (the present foundation drain lines and related facilities and any future foundation drain lines and related facilities are hereinafter collectively, the "Foundation Drains") located thereon; and

WHEREAS, Declarant desires to execute this Easement Declaration to create the utility easement and establish certain rights and obligations with respect to such easement.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Easement Declaration and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Utility Easement.** Subject to the terms and conditions hereof, Declarant hereby grants and conveys to Declarant and any successor owners of Lot 5 (hereinafter individually and collectively, the "Lot 5 Owner") (a) a nonexclusive permanent easement over, through and upon the 10' foundation drain easement area on Lot 3 as depicted on Exhibit "A" attached hereto (the "Easement Area") for the purpose of installing, maintaining, using, operating, repairing, replacing and removing the Foundation Drains now or hereafter located within the Easement Area and (b) the right to temporarily enter, remain and pass on, over and across the Easement Area for the purpose of exercising the Lot 5 Owner's rights granted herein (collectively, the "Utility Easement").

2. **Maintenance and Indemnity.** The Lot 5 Owner agrees that it shall be responsible for all repair and maintenance of the Foundation Drains, and shall keep the same in good and useable condition and repair, and shall be responsible for all repair or replacement. In addition, the Lot 5 Owner shall indemnify, defend and hold the Lot 3 Owner harmless from and

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against any and all liabilities, damages, losses, expenses or other obligations arising from or related to (i) the installation, maintenance, use, operation, repair, replacement and removal of the Foundation Drains, or any part thereof, (ii) the access and/or use of any portion of the Easement Area by the Lot 5 Owner or any of its employees, agents, contractors or invitees, and (iii) the failure by the Lot 5 Owner to properly maintain and/or repair the Foundation Drains, including without limitation, any damages suffered to the Lot 3 Owner's property, or otherwise perform any of its obligations hereunder.

3. **Relocation.** The Lot 3 Owner shall have the right at any time, and from time to time, to relocate any portion of the Easement Area to another location on Lot 3; provided, however, that (a) the Lot 3 Owner shall first provide written notice to the Lot 5 Owner of the decision to relocate the Easement Area at least sixty (60) days prior to the date of such relocation together with reasonably detailed plans and specifications showing the relocated Foundation Drains and the Lot 5 Owner has not objected to such relocation within thirty (30) days of receipt of the plans and specifications, (b) such relocation shall not materially limit or have a material adverse affect on the Foundation Drains or the use thereof, (c) the Lot 5 Owner shall retain the right to access the relocated Easement Area for the installation, maintenance, use, operation, repair, replacement and removal of the Foundation Drains, (d) all costs associated with the relocation of the Foundation Drains and the Easement Area shall be paid by the Lot 3 Owner, and (e) the Lot 5 Owner will have continuous foundation drainage through the Foundation Drains during and after relocation. In such event, upon completion of such relocation of the Foundation Drains, the Utility Easement granted hereby will cease as to that portion of the Easement Area that is no longer being used for the Foundation Drains and will be deemed to have been relocated to the new location as designated by the Lot 3 Owner. In such event, the Lot 3 Owner and the Lot 5 Owner shall execute an amendment to this Easement Declaration setting forth the new Easement Area. The Lot 3 Owner agrees that it shall cooperate with the Lot 5 Owner in terminating or relocating the Easement Area in the event the same is reasonably necessary to accommodate subdividing, combining or rezoning such portion of Lot 5.

5. **Termination of Easement Declaration.** The Utility Easement may be terminated only by a written instrument executed by the then Lot 5 Owner and the then Lot 3 Owner.

6. **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.

7. **Miscellaneous.** This Easement Declaration 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 Easement Declaration, 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 5 or Lot 3 by Declarant or by any successor or assign, the selling party shall have no further liability hereunder other than for claims arising during the selling party's period of ownership.

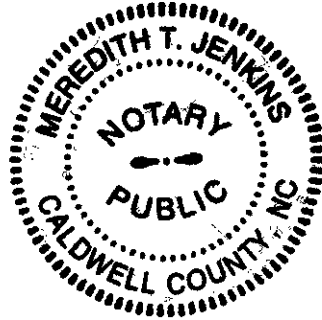
IN WITNESS WHEREOF, the Declarant has executed this Easement Declaration the day and date first above written.

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 1st 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

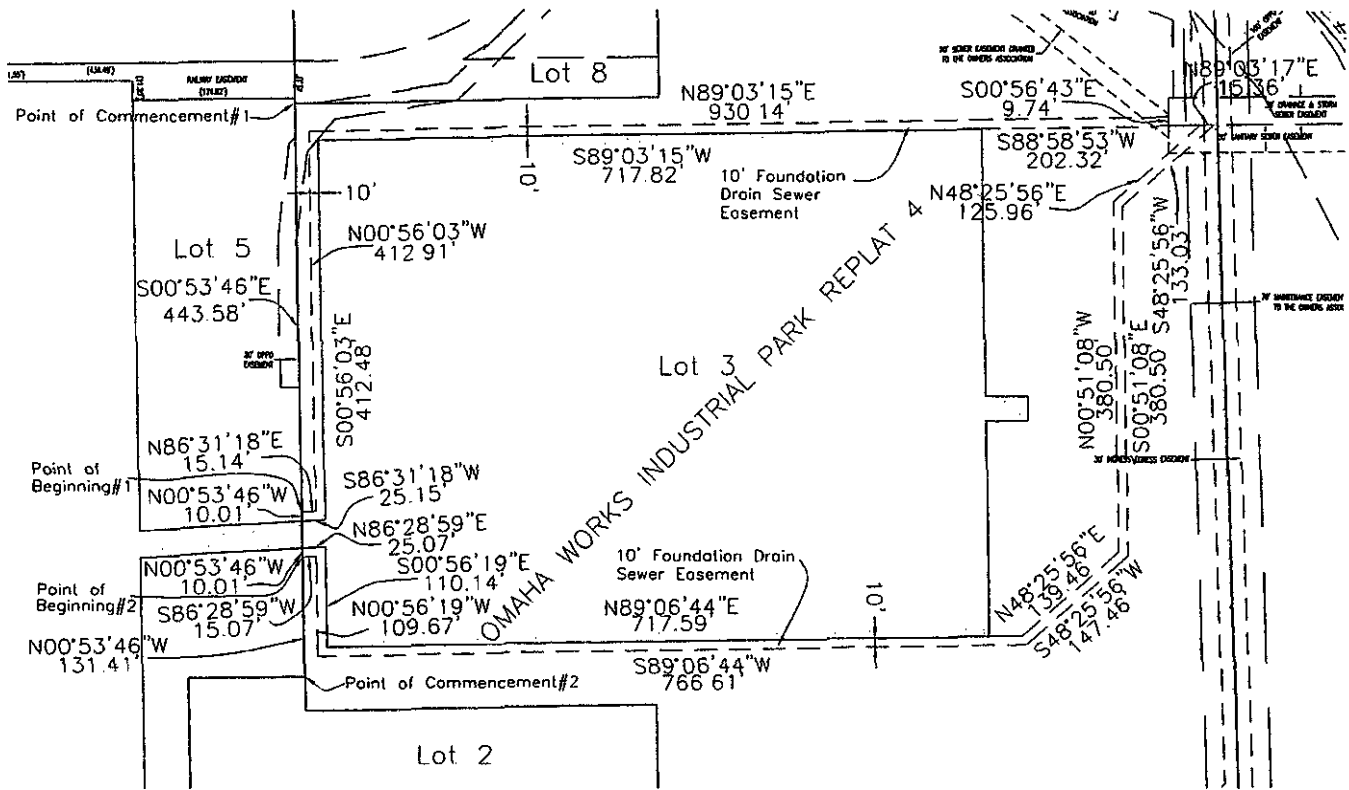
My commission expires:
06 March 2008

DOCS/810651.3

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A permanent easement for maintenance of foundation drain sewers over Lot 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4 in favor of Lot 5, OMAHA WORKS INDUSTRIAL PARK, subdivisions as surveyed, platted and recorded in Douglas County, Nebraska. (For complete legal see attached sheets)



Lamp, Rynearson & Associates, Inc.

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(Ph) 402.496.2498
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drawn by: BJC
designer: RDP
job number-tasks: 01087.18-003
date: AUGUST 22, 2007
book: page:
file name: 01087FloordrnEsmt.dwg

LEGAL DESCRIPTION

A permanent easement for maintenance of foundation drain sewers over Lot 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4 in favor of Lot 5, OMAHA WORKS INDUSTRIAL PARK, subdivisions, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the corner common to Lot 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4, and Lots 5 and 8, OMAHA WORKS INDUSTRIAL PARK;

Thence South $00^{\circ}53'46''$ East (bearing referenced to the Final Plat of OMAHA WORKS INDUSTRIAL PARK) for 443.58 feet along the line common to said Lots 3 and 5 to the TRUE POINT OF BEGINNING;

Thence North $86^{\circ}31'18''$ East for 15.14 feet parallel with and ten foot (10') north of the north face of the link between the buildings on said Lots 3 and 5;

Thence North $00^{\circ}56'03''$ West for 412.91 feet parallel with and ten foot (10') west of the west face of the building on said Lot 3;

Thence North $89^{\circ}03'15''$ East for 930.14 feet parallel with and ten foot (10') north of the north face of the building on said Lot 3 extended to the west line of the existing thirty foot (30') Drainage and Storm Sewer Easement therein;

Thence South $00^{\circ}56'43''$ East for 9.74 feet along said west line;

Thence South $88^{\circ}58'53''$ West for 202.32 feet to the northeast corner of the building on said Lot 3;

Thence South $89^{\circ}03'15''$ West for 717.82 feet along the north face of said building;

Thence South $00^{\circ}56'03''$ East for 412.48 feet along the west face of said building to the north face of the aforesaid building link;

Thence South $86^{\circ}31'18''$ West for 25.15 feet along said north face to the line common to said Lots 3 and 5;

Thence North $00^{\circ}53'46''$ West for 10.01 feet to the Point of Beginning.

Contains 0.311 acre.

August 22, 2007

LAMP, RYNEARSON & ASSOCIATES, INC.

L:\Engineering\01087\01087.18-PLAT\tex\01087 Lot 3 REPLAT 4 Foundation Drain Easement.doc

TOGETHER WITH

LEGAL DESCRIPTION

A permanent easement for maintenance of foundation drain sewers over Lot 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4 in favor of Lot 5, OMAHA WORKS INDUSTRIAL PARK, subdivisions, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the corner common to Lots 2 and 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4, and Lot 5, OMAHA WORKS INDUSTRIAL PARK;

Thence North 00°53'46" West (bearing referenced to the Final Plat of OMAHA WORKS INDUSTRIAL PARK) for 131.41 feet along the line common to said Lots 3 and 5 to the TRUE POINT OF BEGINNING;

Thence North 00°53'46" West for 10.01 feet continuing along said common line to the south face of the link between the buildings on said Lots 3 and 5;

Thence North 86°28'59" East for 25.07 feet along said south face to the west face of the building on said Lot 3;

Thence South 00°56'19" East for 110.14 feet along said west face to the south face of said building;

Thence North 89°06'44" East for 717.59 feet along said south face extended east;

Thence North 48°25'56" East for 139.46 feet;

Thence North 00°51'08" West for 380.50 feet;

Thence North 48°25'56" East for 125.96 feet to the south line of the existing thirty foot (30') Drainage and Storm Sewer Easement over said Lot 3;

Thence North 89°03'17" East for 15.36 feet along said south line;

Thence South 48°25'56" West for 133.03 feet;

Thence South 00°51'08" East for 380.50 feet;

Thence South 48°25'56" West for 147.46 feet;

Thence South 89°06'44" West for 766.61 feet parallel with and ten foot (10') south of the south face of the aforesaid building on Lot 3;

Thence North 00°56'19" West for 109.67 feet parallel with and ten foot (10') west of the west face of said building;

Thence South 86°28'59" West for 15.07 feet parallel with and ten foot (10') south of the south face of the aforesaid link to the Point of Beginning.

Contains 0.354 acre.

August 22, 2007

LAMP, RYNEARSON & ASSOCIATES, INC.

L:\Engineering\01087\01087.18-PLAT\text\01087 Lot 3 REPLAT 4 Foundation Drain Easement.doc