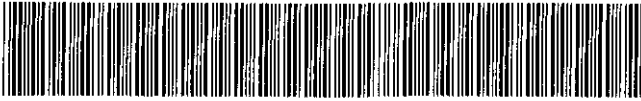




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Register of Deeds, Douglas County, NE  
9/6/2007 14:21:45.31



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**DECLARATION OF TEMPORARY ACCESS EASEMENT**

THIS DECLARATION OF TEMPORARY ACCESS EASEMENT (the "Declaration") is made and entered into this 5 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 Lots 1 and 5, and Outlot 3, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska, and Lots 1 and 2, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, Douglas County, Nebraska (the "Real Estate"); and

WHEREAS, contemporaneously with the execution hereof, Declarant has sold and conveyed to 121 Court, LLC ("Buyer") a certain portion of the 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"); and

WHEREAS, as part of such sale, Declarant has agreed to grant a certain easement in favor of Buyer across portions of the access road located on the Real Estate currently owned by Declarant as depicted on Exhibit "A" attached hereto and incorporated herein by this reference ("Easement Area").

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

1. **Temporary Access Easement.** Subject to the terms and conditions hereof, Declarant hereby grants and conveys to Buyer and its successors and assigns a non-exclusive temporary easement ("Temporary Easement") over, through and upon the Easement Area for the purpose of providing pedestrian and vehicular access, ingress and egress, to and from Lot 3 for the use of Buyer and its successors, assigns, employees, agents, contractors, tenants, licensees and invitees. The Temporary Easement shall terminate automatically upon the completion of the construction of "I" Street improvements to be constructed pursuant to that certain Subdivision Agreement between Declarant and the City of Omaha, dated September 19, 2006.

2. **Other Easements and Uses.** Declarant 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 so long as such other easements and improvements do not materially adversely affect use of the Easement Area for vehicular and pedestrian ingress, egress and access

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purposes. Declarant may temporarily restrict the use of the Easement Area in order to expand, repair, replace or maintain the driveways located thereon or authorize others to do so, provided that during the performance of such work, access shall not be materially restricted over the Easement Area, or alternative access routes that are reasonably convenient to utilize shall be provided.

3. **Repair, Maintenance, and Insurance.** Declarant agrees that during the term of this Temporary Easement, it shall be responsible for all repair and maintenance of the Easement Area and shall keep the same in good and useable condition and repair, including snow and ice removal and pavement repair and other repair and maintenance necessary to keep the Easement Area in good repair.

4. **Representations.** Declarant warrants that it owns the Real Estate and the access road located thereon in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to enter into the agreement referred to herein.

5. **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.

6. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. During the term of this Temporary Easement, 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.

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

Connectivity Solutions Manufacturing, Inc., a Delaware corporation

By: *AK Cruz*  
Name: ALONSO K CRUZ  
Title: FACILITY MANAGER CSME

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of September, 2007, by AK Cruz, the F.M. CSME of Connectivity Solutions Manufacturing, Inc., a Delaware corporation on behalf of the corporation.

*Brenda S. Walkowiak*  
Notary Public

Exhibit "A"  
Depiction of Easement Area

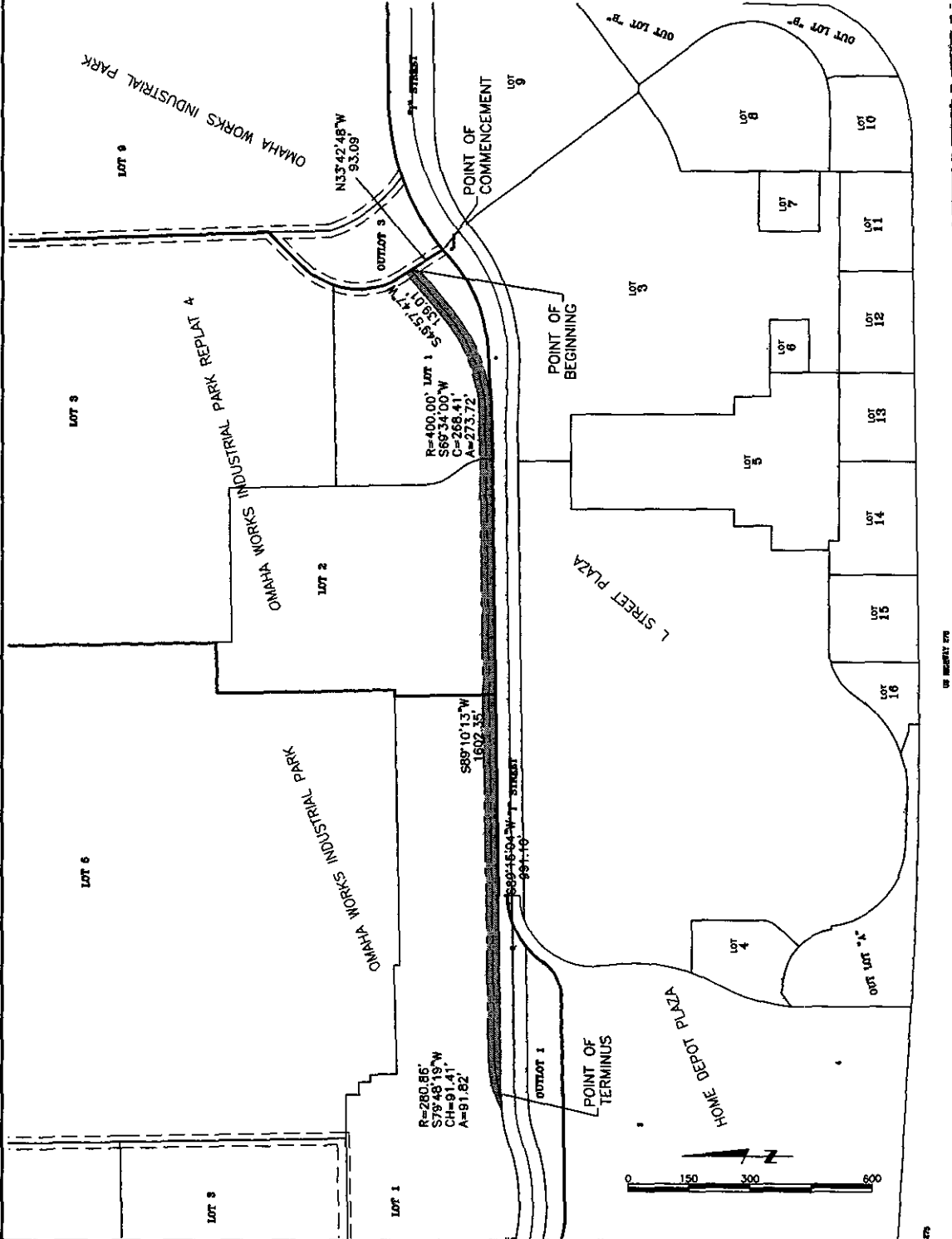
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# EASEMENT EXHIBIT A

## LEGAL DESCRIPTION

A temporary thirty foot (30') strip easement for vehicular access in favor of Lot 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, over Lots 1 and 2, OMAHA INDUSTRIAL PARK REPLAT 4 AND Lot 1, OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, the centerline of said strip easement is described as follows:  
(SEE ATTACHED SHEET 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: MJW  
designer: RDP  
job number-task: 01087.18  
date: SEPTEMBER 4, 2007  
book: page:  
file name: 01087 temp Access Ed.

## LEGAL DESCRIPTION

A temporary thirty foot (30') strip easement for vehicular access in favor of Lot 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, over Lots 1 and 2, OMAHA INDUSTRIAL PARK REPLAT 4 AND Lot 1, OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, the centerline of said strip easement is described as follows:

Commencing in the north right of way line of I Street at the corner common to Outlot 3, OMAHA WORKS INDUSTRIAL PARK, AND Lot 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 4;

Thence North 33°42'48" West (bearings referenced to the Final Plat of OMAHA WORKS INDUSTRIAL PARK) for 93.09 feet along the line common to said Outlot 3, OMAHA WORKS INDUSTRIAL PARK and Lot 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 4 to the TRUE POINT OF BEGINNING in the centerline of said thirty foot (30') easement;

Thence South 49°57'47" West for 139.01 feet along said centerline;

Thence along a curve to the right (having a radius of 400.00 feet and a long chord bearing South 69°34'00" West for 268.41 feet) for an arc length of 273.72 feet along said centerline;

Thence South 89°10'13" West for 1602.35 feet along said centerline;

Thence along a curve to the left (having a radius of 280.86 feet and a long chord bearing South 79°48'19" West for 91.41 feet) for an arc length of 91.82 feet along said centerline to the POINT OF TERMINUS in the south line of said Lot 1, OMAHA WORKS INDUSTRIAL PARK;

Said Point of Terminus lies South 89°15'04" West for 991.10 feet from the southeast corner of said Lot 1.