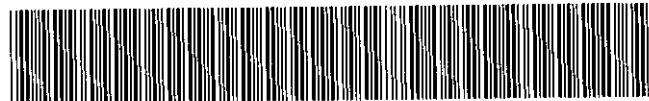





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### DECLARATION OF UTILITIES EASEMENT

THIS DECLARATION OF UTILITIES EASEMENT (the "Easement Declaration") is made and entered into this 12<sup>th</sup> day of November, 2007 by Connectivity Solutions Manufacturing, Inc., a Delaware corporation ("Declarant").

#### RECITALS:

WHEREAS, Declarant is the owner of certain real estate legally described as Lot 10, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska ("Lot 10"); and

WHEREAS, in connection with the installation of a water service line to serve Lot 3, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, Douglas County, Nebraska ("Lot 3"), 121 Court, LLC, a Nebraska limited liability company ("121 Court"), has requested a utility easement over a portion of Lot 10 for the purpose of installing, maintaining and repairing said water service line; 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 121 Court and any successor owners of Lot 3 (hereinafter individually and collectively, the "Lot 3 Owner") (a) a nonexclusive permanent easement for the water service line over, through and upon that portion of Lot 10 as depicted on Exhibit "A" attached hereto (the "Easement Area") for the purpose of installing, maintaining, using, operating, repairing, replacing and removing the ten (10) inch water service line (the "Water Line") to be 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 3 Owner's rights granted herein (collectively, the "Utilities Easement").

2. **Other Easements and Uses.** Declarant reserves the right for itself and for any successor owners of Lot 10 (hereinafter individually and collectively, the "Lot 10 Owner") to grant other easements over, under and upon the Easement Area for other uses and other improvements on the Easement Area so long as such other easements and improvements do not materially adversely affect use of the Easement Area or the Water Line. Declarant agrees,

RETURN: BAIRD HOLM LLP  
1500 WOODMEN TOWER  
OMAHA, NE 68102

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(C)

for itself and for any future Lot 10 Owner, that it shall not do or permit to be done, any act upon Lot 10 that would prevent or materially hinder the beneficial use of the Utilities Easement herein granted.

3. **Repair and Maintenance.** The Lot 3 Owner for itself, and for any future Lot 3 Owner, agrees that it shall be responsible for the construction, repair, maintenance, replacement and removal of the Water Line in the Easement Area and shall keep the same in good and useable condition.

4. **Termination of Easement Declaration.** The Utilities Easement may be terminated only by a written instrument executed by the then Lot 3 Owner and the then Lot 10 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 10 by the Lot 10 Owner, or Lot 3 by the Lot 3 Owner, 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 parties have executed this Easement Declaration the day and date first above written.

Connectivity Solutions Manufacturing, Inc., a Delaware corporation,

By: *Alfonso Cruz*  
Alfonso Cruz, Facility Manager

*State*

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 12 day of November, 2007, by Alfonso Cruz, the Facility Manager of Connectivity Solutions Manufacturing, Inc., a Delaware corporation, on behalf of the corporation.

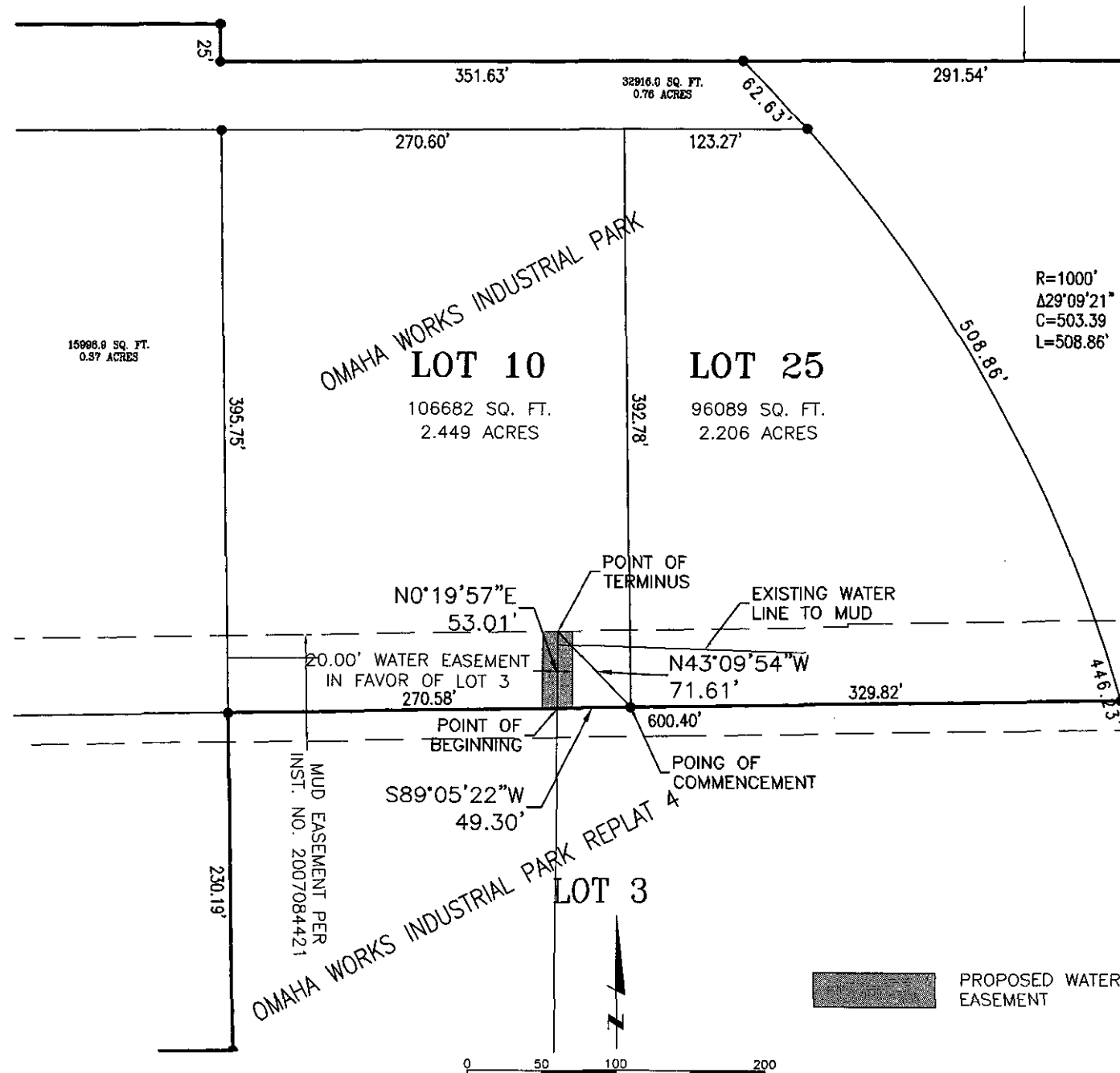
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*Brenda L. Walkowiak*  
Notary Public

# EXHIBIT A

## LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of water pipes and related facilities over that part of Lot 10, OMAHA WORKS INDUSTRIAL PARK in favor of Lot 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4, subdivisions, as surveyed, platted and recorded in Douglas County, Nebraska, 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: M071132  
date: NOVEMBER 13, 2007  
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