



MISC 2008077937

7 misc 50.00 FB See attached
30 C/O COMP 86
SCAN FV



AUG 06 2008 13:57 P 7

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/6/2008 13:57:57.06
 2008077937

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS FOR OMAHA WORKS
INDUSTRIAL PARK, BEING AN ADDITION TO THE CITY OF
OMAHA, AS SURVEYED, PLATTED AND RECORDED,
IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT, ("Second Amendment") is made and entered into as of the 4th day of August, 2008 ("Effective Date") by the Omaha Works Industrial Park Property Owners Association ("Association").

WITNESSETH

WHEREAS, a Declaration of Covenants, Conditions, Reservations and Restrictions for Omaha Works Industrial Park, being an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska was recorded in the office of the Register of Deeds of Douglas County, Nebraska, on October 3, 2006, as Instrument No. 2006113608 and was amended pursuant to a First Amendment recorded on March 4, 2008 as Instrument No. 2008020821 (collectively, the "Declaration") and

WHEREAS, the real estate described on Exhibit "A" attached hereto and incorporated herein by this reference is subject to the Declaration; and

WHEREAS, pursuant to Section 6(b) of the Declaration, the parties signing this Second Amendment are owners of real property in Omaha Works Industrial Park representing at least sixty-seven percent (67%) of the Memberships of the Association, as required to modify or amend the Original Declaration. Connectivity Solutions Manufacturing, Inc. and Millard Lumber, Inc. collectively represent seventy-eight percent (78%) of the Association Memberships; and

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

16 v34240

TA-55660

WHEREAS, the parties signing this Second Amendment wish to modify the Original Declaration to allow any present and future owner of Lots 16, 17, 18 and 19 (the "Lots 16-19 Owner") to use (a) Lots 16, 17, and 18 of Omaha Works Industrial Park for the collection, loading, unloading, sorting, bundling, fabricating, recycling and distribution of used railroad crossties, switch ties, railroad tracks and other railroad track materials, including steel and wooden beams and (b) Lot 19 of Omaha Works Industrial Park for office and administrative purposes ancillary to the uses on Lots 16, 17 and 18.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 1(j) of the Declaration is hereby amended by inserting the following paragraphs at the end of said section:

Notwithstanding any provision contained in this Section 1(j) to the contrary, the Lots 16-19 Owner may use (a) Lots 16, 17, and 18 of Omaha Works Industrial Park for the collection, loading, unloading, sorting, bundling, fabricating, recycling and distribution of used railroad crossties, switch ties, railroad tracks and other railroad track materials, including steel and wooden beams (collectively, the "Railroad Tie Operations") and (b) Lot 19 of Omaha Works Industrial Park for office and administrative purposes associated with and ancillary to the Railroad Tie Operations, provided that the following conditions are satisfied:

a. The Lots 16-19 Owner shall construct and maintain a ten (10) foot high screening fence that runs along the entire western lot line of Lot 18, along the entire southern lot lines of Lots 16, 17, and 18, and along the entire eastern lot line of Lot 16 (the "Fence"). The screening shall be maintained at all times so that the operations on Lots 16, 17 and 18 are not visible from adjacent properties or from F Plaza;

b. All materials stored on Lots 16, 17, and 18 must be stored so that such materials may not be seen over the height of the Fence by vehicle and pedestrian traffic on F Plaza;

c. The Lots 16-19 Owner shall not have more than five (5) semi-truck loads of wooden railroad crossties, which the Association acknowledges will be approximately 1,500 crossties, stored on Lots 16, 17 and 18 at any time; and

d. Any noise generated from the Railroad Tie Operations must comply with all provisions of the City Code governing noise control and nuisances, including without limitation, Section 55-804 governing the maximum permitted sound levels for outdoor noise.

2. Section 2(e) of the Declaration is hereby amended by inserting the following paragraph at the end of said section:

Each Owner is required to develop and implement handling regulations and disposal processes for any chemicals, contaminants and other hazardous substances used or generated by its operations to prevent any chemicals, contaminants or other hazardous materials from contaminating the real estate in the Development or entering into any storm drains or the shared storm sewer system. Each Owner is prohibited from disposing of any chemicals, contaminants or other hazardous materials into any storm drains or the shared storm sewer system located on the Development. Furthermore, any use or disposal of hazardous materials shall be in compliance with all applicable governmental laws, regulations, ordinances and codes.

3. Capitalized terms used in this Second Amendment which are not defined herein shall have the same definition as set forth in the Declaration. Unless specifically amended herein, all terms and conditions of the Declaration shall remain in full force and effect as originally executed. This Second Amendment shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the date first above written.

****THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK****

CONNECTIVITY SOLUTIONS
MANUFACTURING, INC., a Delaware
corporation, in its capacity as a member
of the Association

By: *Alfonso Cruz*
Alfonso Cruz, Facility Manager

Texas DAB
STATE OF NEBRASKA
Dallas DAB) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29 day of July,
2008, by Alfonso Cruz, the Facility Manager of Connectivity Solutions Manufacturing, Inc.,
a Delaware corporation, on behalf of the corporation.



Darlene L. Boggs
Notary Public

MILLARD LUMBER, INC., a Nebraska corporation, in its capacity as a member of the Association

By: *G. Richard Russell*
G. Richard Russell, President

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of August, 2008, by G. Richard Russell, the president of Millard Lumber, Inc., a Nebraska corporation, on behalf of the corporation.



Lorraine M. Schmidt
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 this 31 day of July, 2008, by Rhett Zeplin, the President of Omaha Works Industrial Park Property Owners Association, a Nebraska non-profit corporation, on behalf of the corporation.

Connie Carlson
Notary Public



Exhibit "A"
Legal Description

61-28703
Lots 1, 2, 3, 4, 5, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, and Outlots 1, 2, and 3, Omaha Works Industrial Park, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; and

61-28706
Lots 1, 2 and 3, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; and

61-28735
Lots 1 and 2, Omaha Works Industrial Park Replat 5, an addition to the City of Omaha, Douglas County, Nebraska.

DOCS/864604.6