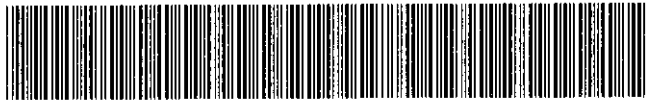




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Register of Deeds, Douglas County, NE  
9/6/2007 14:21:43.29



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**DECLARATION OF ACCESS EASEMENTS**

THIS DECLARATION OF ACCESS EASEMENTS (the "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 property legally described as Lots 1, 2 and 3, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, Douglas County, Nebraska ("Lot 1," "Lot 2" and "Lot 3"); and

WHEREAS, Declarant desires to grant non-exclusive reciprocal access easements for vehicle access across Lots 1, 2 and 3 to allow vehicle access to and from "I" Street.

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

1. **Access Easement over Lots 1, 2 and 3.** Subject to the terms and conditions hereof, Declarant hereby grants and conveys to Declarant and any successor owners of Lot 1 (hereinafter individually and collectively, the "Lot 1 Owner"), to Declarant and any successor owners of Lot 2 (hereinafter individually and collectively, the "Lot 2 Owner") and to Declarant and any successor owners of Lot 3 (hereinafter individually and collectively, the "Lot 3 Owner") non-exclusive permanent easements for the purposes hereinafter set forth over, through and upon those portions of the parking lot on Lot 1 (the "Lot 1 Easement Area"), the parking lot on Lot 2 (the "Lot 2 Easement Area") and the parking lot on Lot 3 (the "Lot 3 Easement Area") (collectively, the "Easement Areas") as depicted on Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" depicts the Easement Areas as granted hereby prior to the completion of the "I" Street improvements to be constructed by the City of Omaha pursuant to the Subdivision Agreement between Declarant and the City of Omaha. Following completion of such "I" Street improvements, the Easement Area shall be deemed relocated as depicted on Exhibit "B" attached hereto and incorporated herein by this reference. The Easement Area shown on Exhibit "B" depicts the Easement Areas following completion of the "I" Street improvements. Upon completion of the "I" Street improvements, those portions of the Easement Area shown on Exhibit "A" that are located outside of the Easement Area shown on Exhibit "B" shall no longer be a part of the Easement Area and the easement on such portions shall terminate automatically. The easements granted hereby and the Easement Areas are for the sole purpose of providing vehicular access, ingress and egress to and from "I" Street for the use of the Lot 1 Owner, the Lot 2 Owner, the Lot 3 Owner and their successors, assigns,

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employees, agents, contractors, tenants, licensees and invitees and for such other uses as may be granted hereafter as provided in Section 2 below.

2. **Other Easements and Temporary Restrictions.** The Lot 1 Owner reserves the right for itself and for its successors and assigns from time to time to grant other easements over, under and upon the Lot 1 Easement Area for other uses so long as such other easements and improvements do not materially adversely affect use of the Lot 1 Easement Area for vehicular ingress, egress and access purposes. The Lot 1 Owner may temporarily restrict the use of the Lot 1 Easement Area in order to expand, repair, replace or maintain the parking lot that comprises the Lot 1 Easement Area or authorize others to do so, provided that during the performance of such work, access shall not be materially restricted over the Lot 1 Easement Area, or alternative access routes that are reasonably convenient to utilize shall be provided.

The Lot 2 Owner reserves the right for itself and for its successors and assigns to grant other easements over, under and upon the Lot 2 Easement Area for other uses so long as such other easements and improvements do not materially adversely affect use of the Lot 2 Easement Area for vehicular and pedestrian ingress, egress and access purposes. The Lot 2 Owner may temporarily restrict the use of the Lot 2 Easement Area in order to expand, repair, replace or maintain the parking lot that comprises the Lot 2 Easement Area or authorize others to do so, provided that during the performance of such work, access shall not be materially restricted over the Lot 2 Easement Area, or alternative access routes that are reasonably convenient to utilize shall be provided.

The Lot 3 Owner reserves the right for itself and for its successors and assigns to grant other easements over, under and upon the Lot 3 Easement Area for other uses so long as such other easements and improvements do not materially adversely affect use of the Lot 3 Easement Area for vehicular and pedestrian ingress, egress and access purposes. The Lot 3 Owner may temporarily restrict the use of the Lot 3 Easement Area in order to expand, repair, replace or maintain the parking lot that comprises the Lot 3 Easement Area or authorize others to do so, provided that during the performance of such work, access shall not be materially restricted over the Lot 3 Easement Area, or alternative access routes that are reasonably convenient to utilize shall be provided.

The foregoing rights to grant other easements and restrict use of the respective Easement Areas shall, except in the case of an emergency, be subject to providing prior written notice to the then owners of the benefited lots hereunder at least ten (10) days prior to such changes or restrictions.

3. **Relocation of Easement Area.** In the event that the same person or entity owns Lot 2 and Lot 3, or any portion of either of such Lots, and wants to construct improvements on either Lot that would be located in, or encroach upon, the Lot 2 Easement Area or the Lot 3 Easement Area, such owner, subject to providing at least thirty (30) days prior written notice, may relocate the Lot 2 Easement Area and the Lot 3 Easement Area in order to permit such construction, so long as the relocated Lot 2 Easement Area and Lot 3 Easement Area provide reasonably adequate vehicular access to "I" Street for the benefited lots. Upon such relocation, the access easement on the then existing Lot 2 Easement Area and the Lot 3 Easement Area shall automatically terminate. The then Owners of Lots 1, 2 and 3 shall execute such documents in recordable form as are reasonably necessary to reflect the relocation of the Lot 2 Easement Area and the Lot 3 Easement Area.

4. **Repair, Maintenance, and Insurance.** The Lot 1 Owner agrees that it shall be responsible for all repair and maintenance of the Lot 1 Easement Area and shall keep the same in good and useable condition and repair, including snow and ice removal and sidewalk pavement repair and other repair and maintenance necessary to keep the Lot 1 Easement Area in good repair. The Lot 1 Owner shall maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death or property damage occurring upon the Lot 1 Easement Area in an amount determined by the Lot 1 Owner in its reasonable discretion.

The Lot 2 Owner agrees that it shall be responsible for all repair and maintenance of the Lot 2 Easement Area and shall keep or cause the same to be kept in good and useable condition and repair, including snow and ice removal and sidewalk pavement repair and other repair and maintenance necessary to keep the Lot 2 Easement Area in good repair. The Lot 2 Owner shall maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death or property damage occurring upon the Lot 2 Easement Area in an amount determined by the Lot 2 Owner in its reasonable discretion.

The Lot 3 Owner agrees that it shall be responsible for all repair and maintenance of the Lot 3 Easement Area and shall keep or cause the same to be kept in good and useable condition and repair, including snow and ice removal and sidewalk pavement repair and other repair and maintenance necessary to keep the Lot 3 Easement Area in good repair. The Lot 3 Owner shall maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death or property damage occurring upon the Lot 3 Easement Area in an amount determined by the Lot 3 Owner in its reasonable discretion.

5. **Representations.** Declarant warrants that it owns Lot 1, Lot 2 and Lot 3 in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to make the declarations referred to herein.

6. **Duration of Declaration.** All of the covenants, agreements, conditions, and restrictions set forth in this 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. The foregoing Easements may not be terminated without the prior written consent of all then applicable Owners, except as otherwise provided in this Declaration.

7. **Enforcement.** The provisions of this 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 Declaration by any party shall give the other party the right to cancel, rescind or otherwise terminate this 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. **Miscellaneous.** This 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 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 1, Lot 2 or Lot 3 by the Lot 1 Owner, the Lot 2 Owner or the Lot 3 Owner, as applicable, or by any successor or assign of any of them, the selling party shall have no further liability hereunder other than for claims arising during the selling party's period of ownership.

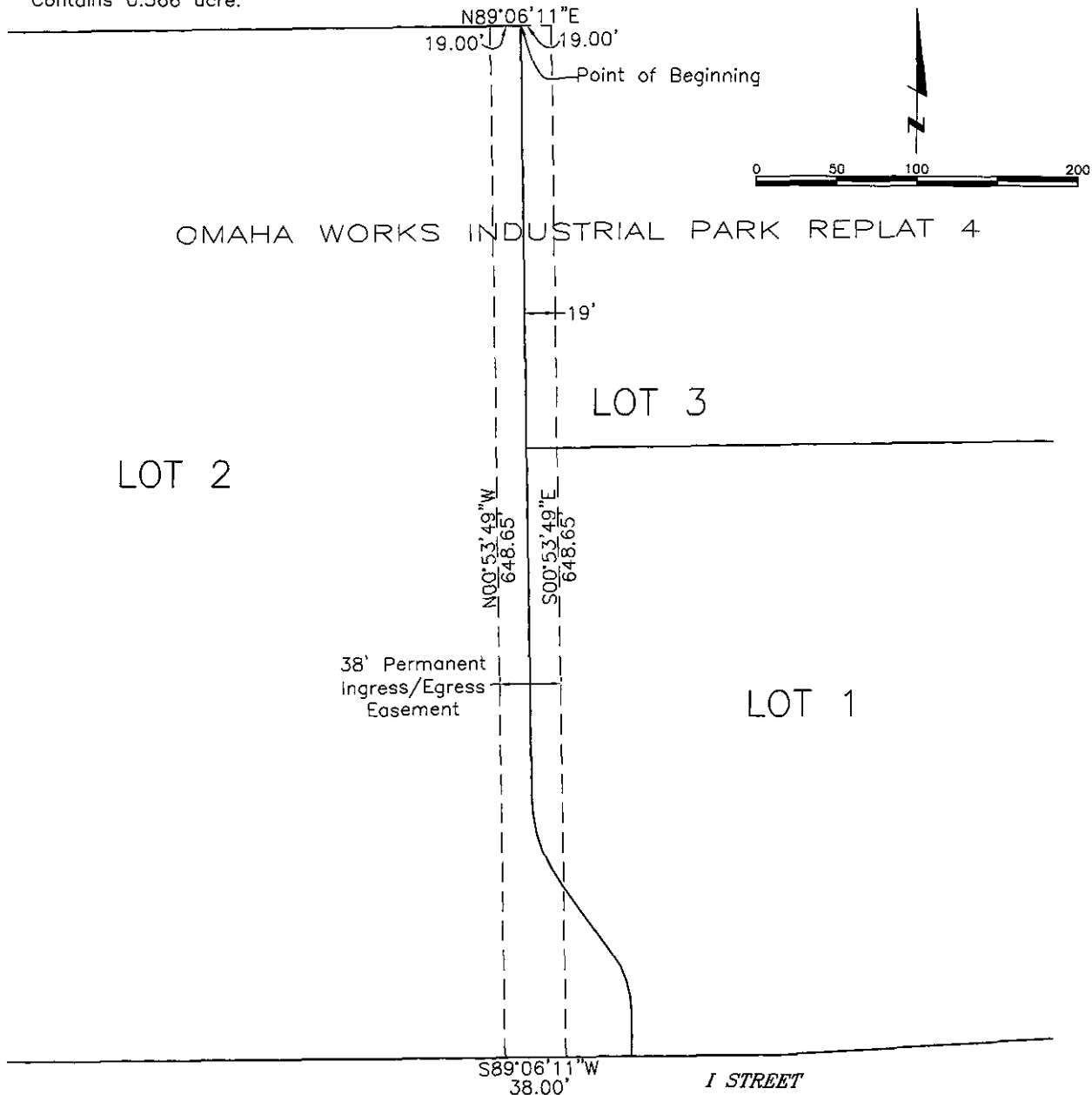
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# LEGAL DESCRIPTION

# EASEMENT EXHIBIT A

A ingress and egress easement for vehicular access over that part of Lots 1, 2 and 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 4, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:  
Beginning at the northeast corner of said Lot 2;  
Thence North 89°06'11" East (bearings referenced to the Final Plat of OMAHA WORKS INDUSTRIAL PARK REPLAT 4) for 19.00 feet along the extended north line of said Lot 2;  
Thence South 00°53'49" East for 648.65 feet parallel with and nineteen foot (19') east of the line common to said Lots 2 and 3 extended south to the south line of said Lot 2;  
Thence South 89°06'11" West for 38.00 feet along said south line;  
Thence North 00°53'49" West for 648.65 feet parallel with and nineteen foot (19') west of the aforesaid common line to the north line of said Lot 2;  
Thence North 89°06'11" East for 19.00 feet to the Point of Beginning.  
Contains 0.566 acre.



 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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designer: RDP  
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