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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/8/2006 11:42:49.42



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DECLARATION OF COVENANTS

To Whom it may concern: This notice is hereby filed and recorded in Douglas County Nebraska on Lot "2" in Ranch View Estates 2, and to the Owners (herein refereed to as Owner) of Lot "2" in Ranch View Estates 2, Indemnifying Liberty Capital Corporation (herein refereed to as Liberty), it's successors and assigns, included but not limited to all it's agents, representatives, officers, owners and employees of the following:

Indemnification: The owner of said lot "2" described above will release Liberty to the maximum extent permitted by law, indemnify, defend, and save harmless Liberty from and against any and all suits, actions, causes of actions, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities, and expenses, including attorneys fees, in any way arising out of or connected with the known or unknown condition of the property or adjacent properties relating in any way shape form resulting from, in connection with, and because of, the large water mains that have been installed by Metropolitan Utilities District obtaining an easement on certain lots in Ranch View Estates 2 in Douglas County Nebraska. Owner will defend, indemnify and hold Liberty harmless as stated herein above against any future risk, claim, hazard, demand, loss or other wise that may result from the existence and operation of these water mains. This indemnification by Owner to Liberty shall also include all future owners that would own the property. Owner permanently and forever indemnifies Liberty. Purchaser is aware that any damage, claim, loss, etc. as stated herein, as a result of these water mains may not be covered by normal home owners insurance but may have to be an attempt to recover any damage, claim, loss, etc. from the Metropolitan Utilities District. Owner also understands that all problems, damages, risk, claims and costs, whether known or unknown that may arise as a result of said water mains will be the Owners sole responsibility. Owners only course of action in certain situations may be to pursue Metropolitan Utilities District and there are no guarantees to the outcome of any such claim or suit that Owner may at some future time have to bring against them. Owner accepts the property AS-IS and is fully aware of the attached and recorded easement and the location of the water mains and what it says and means as it refers to the buried large waters mains. The acceptance of this Covenant by the Owner is reflected in the purchase

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of the lot with this Covenant attached. Purchase of the lot by the Owner is accepting the sole responsibility of the obligation of the Owner to inspect and research these matters to Owners satisfaction prior any purchase. It is suggested for the benefit of the Owner that all communication and correspondence with Metropolitan Utilities District be in written and signed format. Owner is fully aware of the situation and concerns relating to the Metropolitan Utilities District water mains on the various lots in Ranch View Estates 2 in Douglas County Nebraska.

Consent to rezone and/or replat: In light of the discovery and investigation of the potential hardships and possible hazards due to the water mains that exist on the various lots, Owner acknowledges the fact that the future sale of the lots encumbered by the water mains may be difficult if impossible to sell. Due to this fact, Owner is aware that at some future time Liberty may have to replat and/or rezone these lots in order to better market them to the public. Owner acknowledges this fact and if the need to replat and rezone should become apparent for Liberty, Owner will not object to said replatting and/or rezoning of all of the effected lots even if that rezoning and/or replatting increases density, changes or alters design, style, covenants and zoning classification.

Eminent Domain and Inverse Condemnation: Liberty shall be entitled to all damages from Metropolitan Utilities District for the taking and the inverse taking of all effected land by the District for the installation of the large water mains and shall have the sole right to negotiate with and take legal action against them. Owner relinquishes all said damages and claims to Liberty.

This Covenant shall run with the land and be binding upon all future Owners of the property.

EXECUTED this 15th day of March, 2006.

Liberty Capital Corporation, a Nebraska Corporation

By:

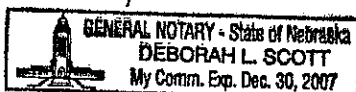
Title:

STATE OF NEBRASKA)

SS.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of MARCH, 2006, by DAVID BROCKMEIER, PRESIDENT of LIBERTY CAPITAL CORPORATION a Nebraska Corporation, on behalf of said company.



Deborah L. Scott
Notary Public

My commission expires:

12/30/07