



MISC 2011053362



JUN 24 2011 09:30 P 5

FEE 25.50 FB DC-22074
 BKP _____ C/O _____ COMP *[initials]*
 DEL _____ SCAN _____ FY _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 6/24/2011 09:30:36.09



2011053362

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

DECLARATION OF COVENANTS

To Whom it may concern: This notice is hereby filed and recorded in Douglas County Nebraska on Lot "39" in Ranch View Estates 2, and to the Owners now and in the future (herein referred to as Owner) of Lot "39" in Ranch View Estates 2, as described herein, to Indemnifying, Consent to, and Agree with, Liberty Capital Corporation, Liberty Building Corporation, and any affiliates (herein referred to as Liberty), their successors and assigns, included but not limited to all it's agents, representatives, officers, owners and employees of the following:

Underground Utilities, Indemnification: The Owner of said lot in Ranch View Estates 2 acknowledges that there are underground utilities throughout Ranch View Estates 1 and 2 installed by public authorities and by the developer for necessary amenities and services in Ranch View Estates 1 and 2 and the City, including but not limited to natural gas lines, electrical wires and conduits, sewer, storm sewer, outfall sewer, telephone, CATV, water lines and those water lines referred to in these Declaration of Covenants. The Owner of said lot acknowledges that such underground utilities have potential hazards associated with them which include but may not be limited to damage or injury from electricity, gas or water. The Owner agrees to procure any and all tests, reports, analyses, investigations or inquiries with respect to the underground utilities that Owner deems necessary to locate or evaluate such utilities and their effect on Owners property or decision to purchase said property. On request, Liberty will provide contact information for public utilities. Owner releases, indemnifies and holds Liberty, its agents, employees, shareholders, directors, officers owners and attorneys harmless from any and all claims of any kind or nature whatsoever arising from or connected with all underground utilities, including but not limited to claims arising out of failure or damage or injury from same and construction or digging which may impact or encounter such utilities. It is the Owners sole responsibility to alert the proper authorities prior to any excavating, construction or building for locating said utilities. The Owner of said lot described above will release Liberty to the

③
 02-04174

✓ 101443

0

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, or form resulting from, in connection with, and/or because of said utilities. This indemnification by Owner to Liberty shall also include all future Owners that would own the property.

Consent to rezone and/or plat for Future Development: Liberty and/or its affiliated companies are planning to rezone and plat the land immediately to the South of Ranch View Estates 2 lots 1-81 (Legal Description, Exhibit "B" attached and made a part of this Declaration of Covenants) and parts of the former Skyline Woods Golf Course property (pending litigation) that immediately abuts said property to the south and west into a possible Private, Gated, multi-level and multi-family Cluster and/or condominium type community development, which may also have multiple units (big house look) buildings and/or row houses, along with larger 3 to 6 story designed buildings that may have underground parking with elevators. These larger buildings along with any other buildings may all be connected together or separated into specific locations on the site. This will include clearing and grubbing the site as Liberty deems necessary of all trees, brush and debris in order for the entire site to be regraded to fit the future plans and development of Liberty for the site. Liberty may seek zoning for the said area to be developed as high as R7 in Omaha's jurisdiction. R7 zoning may be pursued for the maximum allowed density by the zoning for the number of units per acre. Liberty has the right to decide the overall density as Liberty will work with the city planning department to determine the final outcome. The units may be leased and /or sold. Liberty, at its discretion, may create a retirement community of empty nesters above a specified age group or both if it should desire. The development may also include assisted living along with the possibility of elderly housing, if desired by Liberty. Liberty, at its discretion, may request to obtain a lesser density on all or a portion of said land to be developed. The rear south boundary of the said Ranch View Estates 2 lot has a 25 foot easement running east and west granted to MUD for a water main and also on the south boundary of the said Ranch View Estates 2 lot is a 20 foot easement that runs east and west for the completion of a trail system as is described in a subdivision agreement between the Developer (Liberty) and the City. This trail system easement will also serve as a buffer area between the Ranch View Estates 2 lot and the future development to the south as described herein. Designated trail easement as recorded on the final plat for the effected lots in Ranch View Estates 2 granted to the Homeowners association shall also include Liberty as beneficiary of said easement area for trail system and buffer area. Liberty, at its discretion, may choose to decide to extend the Ranch View Drive street to the south of Ranch View Estates 2, lots 1-81, by immediately curving it east to run to the east property line and then curving it south to run along the existing Mud water mains. This would place the street immediately behind (south) the Ranch View Estates 2 lots just beyond the buffer zone of the trail system. The existing Ranch View Drive pavement, south of the walnut street intersection may have the grade and street lowered to blend in with the new grade of the future development site and street. If Liberty should not decide to place a street directly behind any of the effected Ranch View Estates 2 lots it may just decide to obtain the required zoning for the development and building of the desired condominium development that would abut the Ranch View Estates 2 lots. As the Owner of said

lot in Ranch View Estates 2, you agree to the replatting and rezoning of said land as described herein this Declaration of Covenants, the future development as described herein, and the street improvements, having no objections. As the Owner of said lot you agree to the future plans for development of the land as described herein these Declaration of Covenants and agree to support Liberty and its request when it is presented to the city of Omaha for approval. As Owner of said lot in Ranch View Estates 2 in Douglas County Nebraska you have no objections to the future development of the land as described herein and the request to ask the City of Omaha to approve such a plan. As Owner of the said lot you agree to defend and support Liberty's request for approval of such a plan as Liberty will have drawn up for approval (rezoning and platting) before the City of Omaha, all as described herein. As the Owner of said lot, you agree to the replatting, rezoning, and street vacating (as also described in the Purchase Agreement) of said land as described herein, the future development, and the street improvements, the use of the land by Liberty, and have no objections.

A Purchase Agreement has been filed and recorded on the lot.

Benefits to Liberty and the Land to be developed: Liberty Capital Corporation, Liberty Building Corporation, and any affiliates (herein refereed to as Liberty), their successors and assigns, included but not limited to all their agents, representatives, officers, owners and employees and the land referred to and described herein, to be developed in the future, shall be the beneficiary of this Declaration of Covenants. The rights and warranties granted to Liberty by the lot Owners is an exclusive right of Liberty and the land to be developed, it is **not** a reciprocal right between Liberty and the lot Owners but an exclusive right granted only to Liberty and the land to be developed in the future as described herein. The benefit to the lot owners is Liberty has agreed to sell the lots to them for the construction of a single-family residential home and they have been informed of Liberty's future plans for development directly behind said lots. Whereas Liberty would have not sold said lot until after the future development described herein had received all of it's final approvals for development from the city. Conclusion then is that the Owner of the lot was able to purchase the lot and build a residence for dwelling and Liberty will be able to develop the land to the south as described herein as Liberty desires without any objection or argument from the lot Owners. The lot Owners agree to, not only, not object or try and delay or stop the future development plans of Liberty but agree to support them when presented to the city planning department and the city council. Liberty shall have the exclusive right of specific performance in law and equity in all matters described herein these Declaration of Covenants.

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 in and around Ranch View Estates 2 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 27th day of April, 2011.

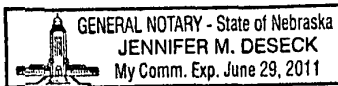
Liberty Capital Corporation, a Nebraska Corporation

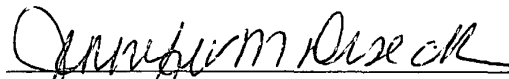

By: David A. Broekemeier Its: President

STATE OF NEBRASKA)
) SS.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of
April, 2011, by David A. Broekemeier, President of Liberty Capital Corporation, a
Nebraska Corporation, on behalf of said company.




Notary Public

My commission expires:

6-29-11

EXHIBIT "B" continued

POOR COPY

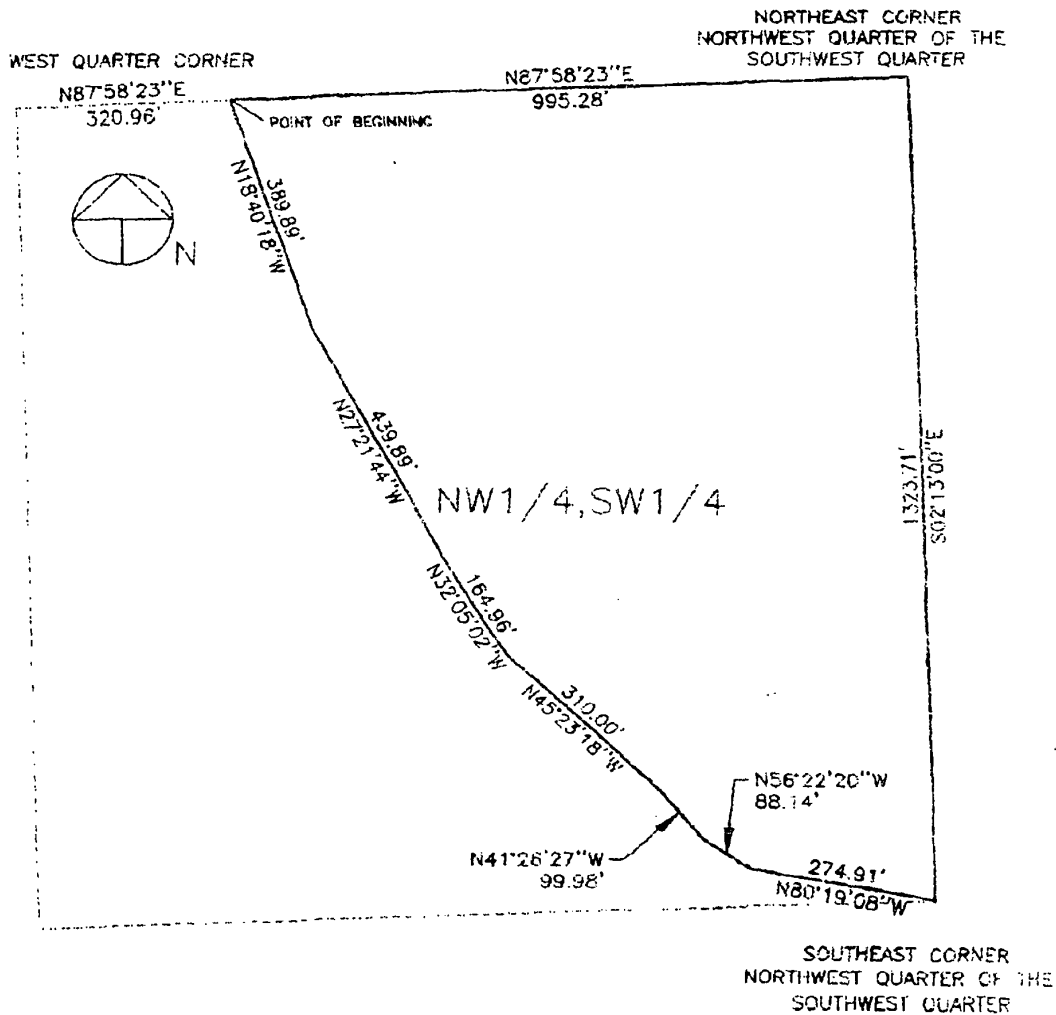
LEGAL DESCRIPTION:

A parcel of land situate in the Northwest Quarter of the Southwest Quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the West Quarter Corner of said Section 25; thence along the northerly line of said Southwest Quarter, N87°58'23"E, 320.96 feet to the Point of Beginning; thence continuing along said northerly line, N 87°58'23"E, 995.28 feet to the Northeast Corner of said Northwest Quarter of the Southwest Quarter; thence along the easterly line of said Northwest Quarter, S02°13'00"E, 1323.71 feet to the Southeast Corner of said Northwest Quarter; thence N 80°19'08" W, 274.91 feet; thence N56°22'20"W, 88.14 feet; thence N41°26'27"W, 99.98 feet; thence N45°23'18"W, 310.00 feet; thence N32°05'02"W, 164.96 feet; thence N27°21'44"W, 439.89 feet; thence N18°40'18"W, 389.89 feet to the Point of Beginning.

Said parcel of land contains an area of 21.27 acres, more or less.

THE ABOVE LEGAL DESCRIPTION SUBJECT TO COMPREHENSIVE ON THE GROUND FIELD SURVEY.



(1) on-24174