

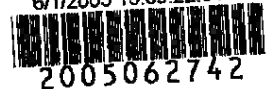


MISC 2005062742



JUN 01 2005 15:09 P 3

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
6/1/2005 15:09:22.61



2005062742

Return to: Steven D. Johnson, 1299 Farnam Street, Suite 1501, Omaha, NE 68102; (402) 342-1700

### DECLARATION OF REDEVELOPMENT COVENANTS

This Declaration of Restrictions ("Declaration") is made as of this 2<sup>nd</sup> day of May, 2005, by **THE CITY OF OMAHA**, Nebraska, a municipal corporation ("City").

#### RECITALS:

WHEREAS, City is the owner of the following described real estate (hereinafter collectively referred to as the "Burdened Property"):

*University Riverfront DEU*  
Outlots 4 and 5, ~~GALLUP RIVERFRONT UNIVERSITY~~  
CAMPUS, a subdivision, as surveyed, platted and recorded in  
Douglas County, Nebraska; and,

WHEREAS, City is the owner of the following described real estate (hereinafter collectively referred to as the "Benefited Property"):

Lots 1, 2, 3, 4, 5 and 6, and Outlots A, B and C, RIVERFRONT  
PLACE an Addition to the City of Omaha, as surveyed, platted and  
recorded in Douglas County, Nebraska;

WHEREAS, City desires to establish certain covenants to apply to the development and maintenance of the Burdened Property.

#### AGREEMENTS:

NOW, THEREFORE, City does hereby establish and declare the following covenants, conditions, reservations and restrictions which shall apply to the Burdened Property:

1. No improvements shall be constructed or maintained on any part of the Burdened Property (hereinafter referred to as the "Restriction"). "Improvements" shall mean any building, structure, fence, or wall. Notwithstanding anything herein stated to the contrary, these restrictive covenants shall not apply to any construction or maintenance of storm sewers, storm sewer outlets, dikes, levees, or flood control structures upon the Burdened Property, nor shall they apply to the existing dock which is located within the Burdened Property as of the date hereof.

29 RelbC

045100392

*misc*

*07-13257*  
FEE 20.50 FB 07-33028  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP *[initials]*  
3/11 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

③

2. Miscellaneous Provisions:

a. Covenants Run With the Land: The terms and provisions of this Declaration shall run with the land.

b. Successors and Assigns: This Declaration and the Restriction created hereby shall be binding upon the owners of the Burdened Property, their heirs, personal representatives, successors and assigns, and upon any person acquiring such land, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

c. Duration: Except as otherwise provided herein, the term of this Declaration shall be perpetual.

d. Injunctive Relief: In the event of any violation or threatened violation by any person of the Restriction contained in this Declaration, the owners of the Benefited Property shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

e. Modification and Termination: This Declaration may be modified or terminated only by written instrument, duly executed and acknowledged by the owner of the Benefited Property, recorded in the office of the Register of Deeds of Douglas County, Nebraska.

f. Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Burdened Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

g. Waiver: The failure of a person to insist upon strict performance of any of the Restriction contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

h. Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

i. Third Party Beneficiary Rights: This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an owner of the Benefited Property, unless otherwise expressly provided herein.

j. Captions and Headings: The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

k. Recordation: This Declaration shall be recorded in the office of the Register of Deeds, Douglas County, Nebraska.

EXECUTED as of the day and year first above written.

THE CITY OF OMAHA, NEBRASKA

ATTEST:

*Deputy* Sandra L. [Signature]  
City Clerk

By: Mike Jahay 5-26-05  
Title: Mayor

Approved as to form  
[Signature]  
City Attorney

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on this 26 day of May, 2005, by Mike Jahay, who is the Mayor of the City of Omaha, Nebraska, on behalf of the City of Omaha Nebraska.

[Signature]  
Notary Public

