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FILED
CASS COUNTY, NE.

COMPARED

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PATRICIA MEISINGER
REGISTER OF DEEDS
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Lakeshore Easement

WHEREAS, Bay Hills Limited Partnership, a Nebraska Limited Partnership, (herein referred to as the "Grantor"), the owner of Lot 3CR, Block 27, in Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska (herein referred to as "Lot 3CR") desires to grant a certain easement on Lot 3CR to the Block 27 Lake Lot Owners Association, Inc., a Nebraska corporation (herein referred to as the "Grantee"), and

WHEREAS, the Grantee herein is the owner of Lot 1LR, Block 27, in Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska (herein referred to as "Lot 1LR") on which there is the greater portion of a lake which covers a portion of Lot 1LR and a small portion of some adjoining Lots,

NOW THEREFORE, the Grantor hereby grants the following easement to the Grantee:

1. Grant of Lakeshore Easement. On Lot 3CR there is hereby granted to the Grantee a lakeshore and lake water storage easement. Said easement is twenty (20) feet wide and commences on the common boundary line between Lot 1LR and Lot 3CR and runs twenty (20) feet into Lot 3CR, all along the common boundary between Lot 1LR and Lot 3CR. Said easement shall herein be referred to as the "Lakeshore Easement".
2. Purpose of Easements. The purpose of said Lakeshore Easement is to provide for lake water storage on portions of the easement area of Lot 3CR and to grant to the Grantee control and jurisdiction for all purposes of the entire lake surface area and lake shoreline on Lot 3CR in the easement area. The Grantee shall have the continuing right of ingress and egress in the Lakeshore Easement area for the purpose of inspection, maintenance and stabilization of the lake shoreline.
3. Term of Easements. The term of said easements is forever.
4. Limitation on Use of the Easement Areas. No clearing, trimming or cutting of trees, building, fencing or construction of any kind or nature will be allowed upon said Lakeshore Easement without the prior written consent of the Grantee, or its successors or assigns.
5. Binding Effect. This document shall be binding upon the Grantor and its successors and assigns for the benefit of the Grantee and its successors and assigns.

Dated this 25th day of October, 2006.

Grantor:
Bay Hills Limited Partnership,
A Nebraska limited partnership

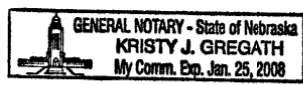
By: Dodge Land Co.,
a Nebraska corporation, the sole general partner

W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 25th day of October, 2006, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, the sole general partner of Bay Hills Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporation and the limited partnership.

Witness my hand and official seal the day and year last above written.



Kristy J. Gregath
Notary Public

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