



MISC 2009073573



JUL 09 2009 14:50 P 3

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FEE 1600 VI-13580  
3/2 BKP \_\_\_\_\_ COMP CC  
DEL \_\_\_\_\_

After Recording Please Return To:  
Matthew J. Speiker  
Koley Jessen P.C., L.L.O.  
1125 South 103<sup>rd</sup> Street  
Suite 800  
Omaha, NE 68124

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
7/9/2009 14:50:12.47



2009073573

For Recording Purposes

### GRANT OF DOCK EASEMENT

THIS GRANT OF DOCK EASEMENT (the "Easement") is made this 7<sup>th</sup> day of July, 2009, by and between Clyde E. Lemon, Jr. and Elva M. Lemon, as Trustees of The Lemon Family Trust dated September 27, 1988, as amended and restated on April 8, 1993 and on August 18, 2008 (collectively "Grantor"), and Stanley V. Quy and Lanet B. Quy, husband and wife (collectively "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of real estate legally described as Lot 148, in Ginger Cove, a Subdivision in Douglas County, Nebraska ("Lot 148");

WHEREAS, Grantee is the owner of a certain parcel of real estate legally described as Lot 147, in Ginger Cove, a Subdivision in Douglas County, Nebraska ("Lot 147");

WHEREAS, Lot 148 and Lot 147 are located adjacent to each other;

WHEREAS, Grantee has erected a dock structure which is partially located on shore and partially located in the water (the "Dock"), whereby a portion of the Dock located on the shore encroaches on Lot 148 by approximately 5.0 feet from the east corner of Lot 147, all as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Easement Area"); and

WHEREAS, the parties desire to enter into this Easement to document that Grantor shall allow the Dock to remain in the Easement Area in accordance with the terms set forth in this Easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained, and the payment by Grantee to Grantor of the sum of One Dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, for the benefit and use of Grantee and Grantee's heirs, successors and assigns, as an appurtenance to the land of Grantee, an easement over and across the Easement Area, all as more particularly and graphically depicted in Exhibit "A" attached hereto. The parties each acknowledge and agree that this Easement is for the purpose of enabling Grantee, and Grantee's heirs, successors and assigns, to use and maintain that portion of Lot 148 which contains the Dock until such time as set forth in Section 5 below. Grantee acknowledges and agrees that this Easement does not provide Grantee with any rights to claim fee simple title to the Easement Area and Grantor shall at all times retain fee simple title to the Easement Area.

2. Maintenance. As consideration for the grant of this Easement, Grantee shall maintain the Dock and the Easement Area in good condition, at Grantee's sole cost and expense.

3. Insurance. Grantee acknowledges and agrees that Grantee shall maintain general liability insurance and/or property insurance to cover any accidents or injuries which may occur in the Easement Area, and Grantee shall indemnify, defend and hold Grantor harmless from any accidents, injuries or damages which may arise from Grantee's use of the Easement Area and the Dock.

4. Grantee's Representations. Grantee represents and warrants Grantee is seised of title to Lot 147 and that Grantee has full power and authority to execute this Easement and to perform Grantee's obligations imposed hereunder.

5. Termination of Easement. This Easement will automatically terminate upon the earlier of: (i) removal or replacement of the Dock; (ii) the sale of Lot 148; or (iii) at any time by Grantor or its successors, agents and assigns, by providing thirty (30) days' written notice to Grantee. Upon termination of this Easement, Grantee, at Grantee's sole cost and expense, shall promptly remove the Dock, repair any damage to Lot 148 in connection with the same and restore the Easement Area to its

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condition as it existed prior to the installation of the Dock. Grantee acknowledges and agrees that any future dock installed to replace the current Dock shall be built and maintained entirely on Lot 147.

6. Miscellaneous.

A. Covenants Running With the Land. This Easement shall be a covenant running with Lot 148 and Lot 147 and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns.

B. Governing Law. The terms of Easement shall be governed by and construed in accordance with the laws of the State of Nebraska.

C. Recitals. The recitals set forth above are incorporated herein by this reference.

IN WITNESS HEREOF, and intending to be legally bound hereby, the parties have caused this Easement to be executed as of the day and year first above written, further intending to have said Easement run with Lot 148 and Lot 147 and to be recorded in the proper office of the Douglas County, Nebraska Register of Deeds.

GRANTOR:

Clyde E. Lemon, Jr.  
Clyde E. Lemon, Jr., Trustee  
Elva M. Lemon  
Elva M. Lemon, Trustee

GRANTEE:

Stanley V. Quy  
Stanley V. Quy  
Lanet B. Quy  
Lanet B. Quy

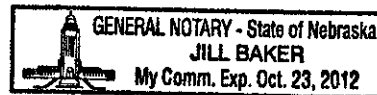
STATE OF NEBRASKA )  
  ) ss:  
COUNTY OF DOUGLAS )

On this 7 day of July, 2009, before me, a Notary Public in and for said county, personally appeared Clyde E. Lemon Jr. and Elva M. Lemon, as Trustees of the Lemon Family Trust dated September 27, 1988, as amended and restated on April 8, 1993 and on August 18, 2008, collectively Grantor, known to me or satisfactorily proven to be the persons whose names are affixed to the above Easement and acknowledge that they executed the same for the purposes herein contained.

In witness whereof, I hereunder set my hand and official seal.

Jill Baker  
Notary Public

STATE OF NEBRASKA )  
  ) ss:  
COUNTY OF DOUGLAS )



On this 7 day of July, 2009, before me, a Notary Public in and for said county, personally appeared Stanley V. Quy and Lanet B. Quy, husband and wife, collectively Grantee, known to me or satisfactorily proven to be the persons whose names are affixed to the above Easement and acknowledge that they executed the same for the purposes herein contained.

In witness whereof, I hereunder set my hand and official seal.

Jill Baker  
Notary Public

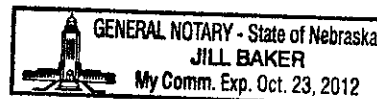
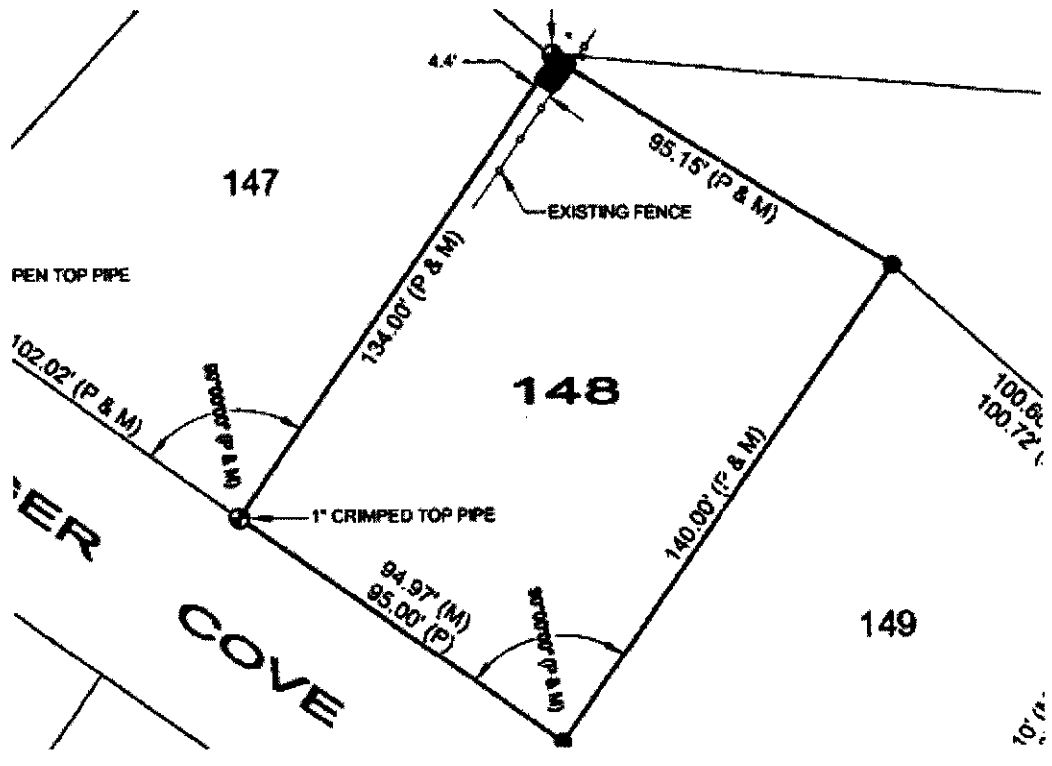


EXHIBIT "A"

Easement Area



◆ - Easement Area