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Filed:

Carol Givens
Carol Givens

December 19, 2016 11:26:00 AM

Register of Deeds
DODGE COUNTY, NE

Fee \$34.00

Return to:
Donald D. Schneider, Attorney
513 North D St.
Fremont, NE 68025
Ph. 402-721-0167

**INGRESS/EGRESS EASEMENT
AND RESTRICTIVE COVENANT MANDATING COVENANTS,
LAKE RULES, AND MAINTENANCE REQUIREMENTS**

The undersigned **Pioneer Lake, LLC**, a Nebraska Limited Liability Company, organized and existing under and by virtue of the laws of the State of Nebraska, **GRANTOR** (hereafter "Owner" or "Grantor"), being the sole owner of the following two parcels of land described below in Dodge County, Nebraska,

1. The **Benefitted Lot**: Lot 42R, Pioneer Lake 1st Replat, as platted and recorded in Dodge County, Nebraska;
2. The **Defined Easement Area**: That parcel of ground located in Pioneer Lake Subdivision legally described as follows:

A 40.00 foot wide strip of land, being part of Outlot D, of "Pioneer Lake, Lots 47 Through 58, Inclusive", as platted in Section 12, Township 17 North, Range 5 East of the Sixth P.M., Dodge County, Nebraska, being more particularly described as follows: Beginning at the Northwest Corner of Lot 57, of said "Pioneer Lake, Lots 47 Through 58, Inclusive"; thence S27°23'43"E (assumed bearing) on the West Line of said Lot 57 and its southeasterly extension, a distance of 160.00 feet; thence S83°01'48"W, a distance of 42.68 feet; thence N27°23'43"W parallel with said West Line, a distance of 144.54 feet to a point on the South Line of North Shore Drive, as platted in said "Pioneer Lake, Lots 47 Through 58, Inclusive"; thence N61°47'48"E on said South Line, a distance of 40.00 feet to the point of beginning.

does hereby GRANT AND ESTABLISH an exclusive Easement for ingress and egress over the Defined Easement Area as more fully described below to provide access to Pioneer Lake for the exclusive benefit of the Benefitted Lot described above; and does also hereby GRANT AND ESTABLISH restrictive covenants, lake rules, and maintenance requirements as more fully described below binding on both the Benefitted Lot described above and on the Defined Easement Area described above, which covenants, lake rules, and maintenance requirements Grantor does hereby covenant, declare and publish for the benefit of Grantor and all persons and entities now or hereafter owning the Benefitted Lot described above and the Defined Easement Area described above.

RECITALS

WHEREAS:

Pioneer Lake Subdivision including all past and future phases thereof (hereafter "PLS") consists of platted and as yet unplatted residential lots and a recreational lake (hereafter "Pioneer Lake") within its boundaries.

Outlot D, of "Pioneer Lake, Lots 47 Through 58, Inclusive" is currently owned by Grantor, but after this instrument is filed of record Grantor will transfer ownership of said Outlot D, which includes land and a portion Pioneer Lake, to **Pioneer Lake Homeowners Association, Inc.**, a Nebraska Non-Profit Corporation, organized and existing under and by virtue of the laws of the State of Nebraska, (hereafter the "Association" or the "HOA"). By virtue of accepting said transfer of title and delivery of deed the HOA will be bound by the terms of this instrument.

The Association has promulgated in the past and will from time to time promulgate in the future Restrictive Covenants, By-Laws, and Rules.

Although the Benefitted Lot described above is located within and is a part of PLS it does not abut or have direct access to Pioneer Lake.

It is the desire of Owner to provide a permanent means of access to Pioneer Lake for the exclusive benefit of the Benefitted Lot described above.

To do so requires that the Benefitted Lot and the Defined Easement Area be subject to the same covenants, by-laws and rules as all other Lots within PLS.

To further provide for maintenance terms to define who is responsible for maintaining the Defined Easement Area.

NOW, THEREFORE, the following Easement, Covenants, By-Laws, Rules, and Maintenance requirements are hereby adopted for the benefit and obligation of the Benefitted Lot and Defined Easement Area described above.

EXCLUSIVE INGRESS/EGRESS EASEMENT

Grantor does hereby grant and establish an exclusive Easement for ingress and egress over the Defined Easement Area for the exclusive benefit of Benefitted Lot, each of which are legally described above. Said Easement is for the purpose of providing the Benefitted Lot an exclusive access to Pioneer Lake over and across the Defined Easement Area. Said Easement is for the exclusive benefit of the Benefitted Lot, and the Owners and Invitees thereof. Provided, that the Benefitted Lot and the Defined Easement Area described above are subject to the Covenants, By-Laws, Lake Rules, and maintenance and upkeep requirements set forth below, which Covenants, By-Laws, Lake Rules, and maintenance and upkeep requirements are incorporated into this grant of Easement under the terms set forth below.

COVENANTS/BY-LAWS/RULES

1. The Benefitted Lot described above shall be and by this instrument is a full voting member of Pioneer Lake Homeowners Association, Inc. (hereafter the "HOA"). The Defined Easement Area described above shall, for purposes of the current and future HOA covenants,

by-laws, and rules, be considered part of the Benefitted Lot and shall not have separate voting rights separate and apart for the Benefitted Lot described above.

2. The HOA Covenants currently recorded at Book 2006 Page 2384 on April 10, 2006, and all future amendments and restatements thereof, are incorporated herein by reference and shall run with the land, and each person, firm, corporation or entity taking title to the above-described property, or any part thereof, agrees to be bound by said restrictive covenants, the same as if written in the instrument under which said person, firm, corporation or entity acquires title to said real property or any part thereof.

3. The HOA By-Laws currently recorded at Book 2006 Page 2383 on April 10, 2006, and all future amendments and restatements thereof, are incorporated herein by reference and shall run with the land, and each person, firm, corporation or entity taking title to the above-described property, or any part thereof, agrees to be bound by said By-Laws, the same as if written in the instrument under which said person, firm, corporation or entity acquires title to said real property or any part thereof.

4. The HOA Rules including Lake Rules as adopted by the HOA from time to time and all future amendments and restatements thereof, are incorporated herein by reference and shall be binding upon all present and future owners of the Benefitted Lot and equally applicable to and binding upon the Described Easement Area benefitting said above described Benefitted Lot.

5. The Defined Easement Area described above is one of five (5) adjacent easement areas providing access to Pioneer Lake for the benefit of Lots 42R, 43R, 44R, 45R, and 46. The owner of the Benefitted Lot described above shall be liable to the record title owner of said five easement areas for one-fifth (20%) of the annual real estate taxes and assessments attributable to the area where said five easement strips are located. A Notice of Amount Due must be presented by the owner of the Defined Easement Area to the owner of the Benefitted Lot by February 1st of each calendar year for the taxes assessed for the prior year, and shall be due by March 1st each calendar year. If not paid by March 1st the owner(s) of the above described Benefitted Lot shall have no right of access to or use of Pioneer Lake until such reimbursement for real estate taxes including interest thereon at 14% per annum interest has been paid in full to the owner of the Defined Easement Area.

MAINTENANCE, UPKEEP, AND RE TAX ASSESSMENT

6. The owner of the Benefitted Lot shall be solely responsible for all maintenance and upkeep of the Defined Easement Area, the same as if said Defined Easement Area were part of the Benefitted Lot.

7. The owner of the Benefitted Lot shall be solely responsible for all improvements said owner may wish to make upon the Defined Easement Area including boat docks. Any such improvements must be within the allowed covenants, by-laws, and rules of the HOA with any approvals required by said covenants, by-laws, and rules obtained prior to construction.

8. In event the Dodge County Treasurer assesses any real estate taxes and/or personal property taxes applicable to the Defined Easement Area, the amount of such taxes shall be deemed a Special Assessment imposed by the Pioneer Lake Homeowners Association or its successor in interest which shall be owed each year by the owner of the Benefitted Lot to said Association, which in turn shall be responsible for paying such tax, unless the owner of the Benefitted Lot is permitted by Dodge County to pay such tax directly to the Dodge County

Treasurer. The Association shall make every reasonable effort to cause Dodge County to proportionally allocate the portion of the Lot's taxes attributable to the Defined Easement Area to the taxes assessed to the Benefitted Lot. If the Association is successful, the result will be that the Benefitted Lot will thereafter pay said taxes directly. Otherwise the portion of the annual real estate taxes attributable to the Defined Easement Area shall continue to be a special assessment charged to the Benefitted Lot as stated herein and enforceable the same as all other annual and special assessments of the Association, and in addition, should owner of the Benefitted Lot fail to pay such special assessment for taxes said owner's use of the Defined Easement Area shall be suspended and denied until such special assessment is paid in full.

IN WITNESS WHEREOF, the undersigned as the sole owner of the property described above has executed this instrument on this 5th day of December, 2016.

PIONEER LAKE, LLC

By Timothy C. Chapman By Kay L. Poppe By Leo A. Knowles
Timothy C. Chapman, Kay L. Poppe, Leo A. Knowles,
Member Member Member

STATE OF NEBRASKA – COUNTY OF DODGE) ss.

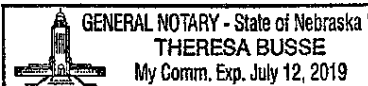
The foregoing instrument was acknowledged before me on December 15, 2016, by Timothy C. Chapman, Member, in his capacity as Member of Pioneer Lake, LLC, known to me personally or who has provided satisfactory evidence of identification to me.



Wendi S. Nathan
Notary Public

STATE OF NEBRASKA – COUNTY OF DODGE) ss.

The foregoing instrument was acknowledged before me on December 19, 2016, by Kay L. Poppe, Member, in her capacity as Member of Pioneer Lake, LLC, known to me personally or who has provided satisfactory evidence of identification to me.



Theresa Busse
Notary Public

STATE OF NEBRASKA – COUNTY OF DODGE) ss.

The foregoing instrument was acknowledged before me on December 15, 2016, by Leo A. Knowles, Member, in his capacity as Member of Pioneer Lake, LLC, known to me personally or who has provided satisfactory evidence of identification to me.

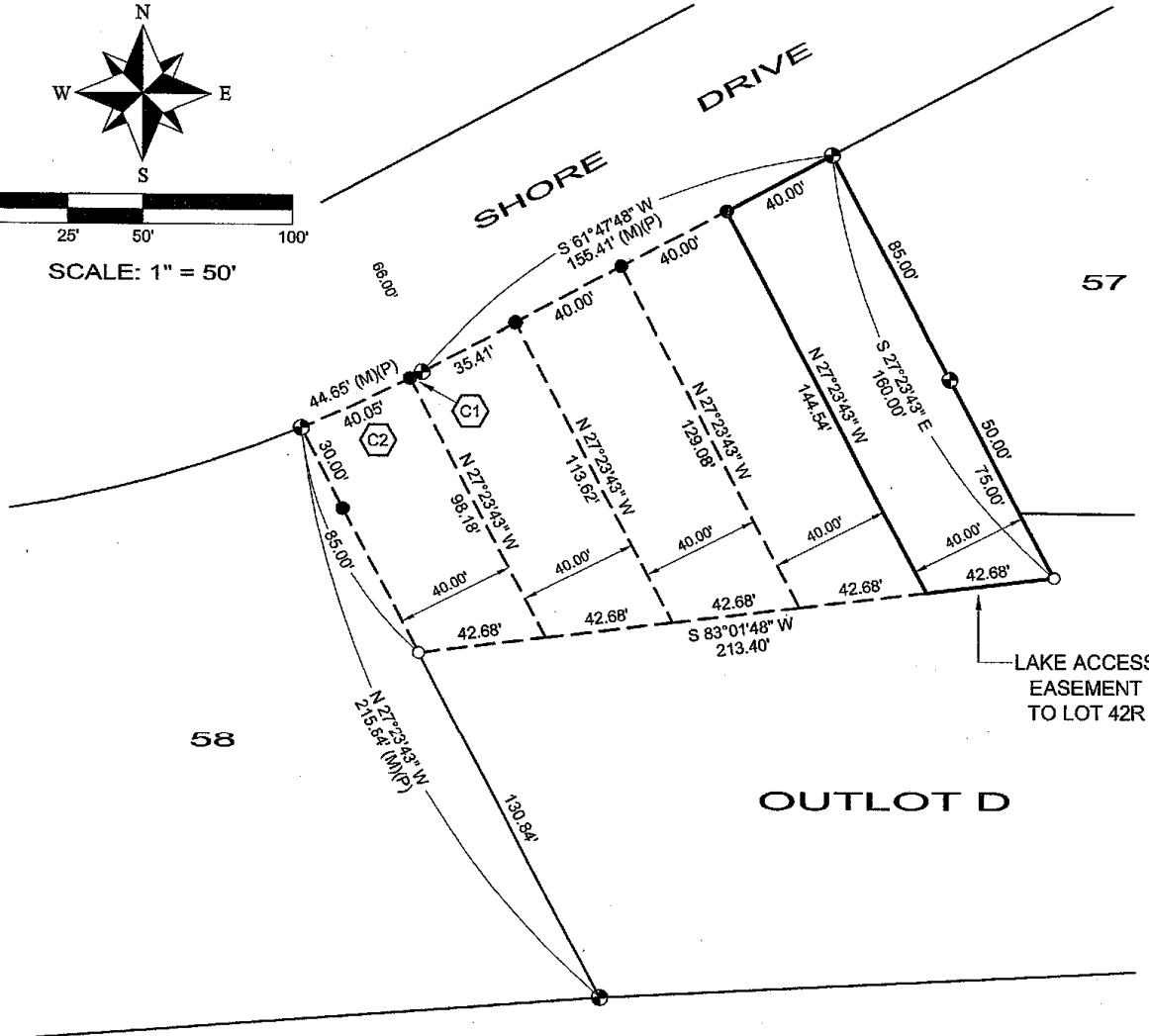
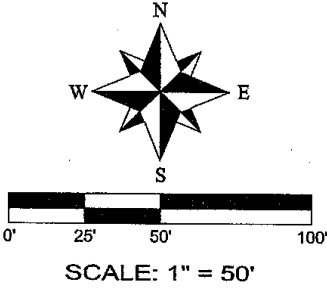


Christina R. Grennell
Notary Public

PLAT OF SURVEY

PROPOSED LAKE ACCESS EASEMENTS

PART OF OUTLOT D, "PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE"
SECTION 12 - T17N - R5E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	433.00'	4.60'	4.60'	N 62°06'04" E
C2	433.00'	40.05'	40.04'	N 65°03'20" E

LEGEND:

- ⊕ MONUMENT FOUND
- MONUMENT SET
- COMPUTED POSITION (NOT-SET)
- (M) MEASURED DISTANCE
- (C) COMPUTED DISTANCE
- (D) DEED DISTANCE
- (P) PLAT DISTANCE

LEGAL DESCRIPTION :

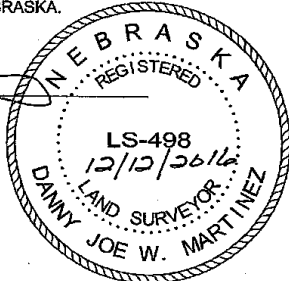
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1. ALL BEARINGS ARE ASSUMED.
2. ALL MONUMENTS FOUND ARE 5/8" REBARS, WITH A PLASTIC CAP STAMPED "LS 498", UNLESS NOTED OTHERWISE.
3. ALL MONUMENTS SET ARE 5/8" X 24" REBARS, WITH A PLASTIC CAP STAMPED "LS 498", UNLESS NOTED OTHERWISE.

SURVEYOR'S STATEMENT :

I, DANNY JOE W. MARTINEZ, HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

DANNY JOE W. MARTINEZ, LS 498
DECEMBER 12, 2016



APEX LAND SURVEYING, LLC

Danny Martinez, RLS
125 N. Clamar Ave.
Fremont, Nebraska 68025
(402) 720-9339 Office / Mobile
danm.surveying@gmail.com

Client: Pioneer Lake, LLC	
Date: 12/12/2016	Project No.: PioneerLake-LakeAccessEasements-DodgeCo
Scale: 1" = 50'	Drawing File: PioneerLake-LakeAccessEasements-DodgeCo.dwg
Sheet: 1 of 5	Issue No.: 1