

STATE OF NEBRASKA)  
COUNTY OF HALL ) SS

2015 SEP 15 PM 4 18

*Janet Parsons*  
ASSR./REGISTER OF DEEDS

CASH \_\_\_\_\_  
CHECK 76.00

REFUNDS:  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 9-15-2015  
\$ Example 23 By [Signature]



201506306

\*This Space Reserved for the Register of Deeds\*

Return to: Arend R. Baack  
PO Box 790  
Grand Island NE 68802-0790

EXU

76.00

MUTUAL ACCESS EASEMENT AGREEMENT

This Mutual Access Easement Agreement is made and executed to become effective as of the date on which the last party hereto shall execute the same by and between, JEFFERY H. SPEASE, a single person; THOMAS W. TJADEN and CINDY L. TJADEN, Husband and Wife; JOHN GANNON and JENNIFER GANNON, Husband and Wife; JAMES D. TAYLOR and AMANDA M. TAYLOR, Husband and Wife; DIANE E. BODENBENDER, a single person; JUDY A. EVERSOLL, a single person; MATTHEW S. KENNEDY and CRYSTAL D. KENNEDY, Husband and Wife; NEIL D. STOECKER and JACQUELINE J. STOECKER, Husband and Wife; EDWIN L. WHIPPLE and BECKY L. WHIPPLE, Husband and Wife; GLORIA J. THESENVITZ, a single person; MICHELE J. HYSSELL, a single person; ERIC KUCERA and MEGAN KUCERA, Husband and Wife; JON A. BAKER and VIRJEANNE R. BAKER, Husband and Wife; and RUSSELL B. ANDERSON and JANICE L. ANDERSON, Husband and Wife hereinafter collectively referred to as "Private Property Owners", and CITY OF GRAND ISLAND, NEBRASKA, a Nebraska municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, JEFFERY H. SPEASE, a single person, is the owner in fee simple of that real estate described as:

Lot Seven (7), Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, THOMAS W. TJADEN and CINDY L. TJADEN, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Eight (8), in Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, JOHN GANNON and JENNIFER GANNON, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Nine (9), in Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, JAMES D. TAYLOR and AMANDA M. TAYLOR, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Ten (10), in Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, DIANE E. BODENBENDER, a single person, is the owner in fee simple of that real estate described as:

Lot Eleven (11), in Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, JUDY A. EVERSOLL, a single person and surviving joint tenant of record, is the owner in fee simple of that real estate described as:

Lot Twelve (12), in Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, MATTHEW D. KENNEDY and CRYSTAL D. KENNEDY, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Thirteen (13), in Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, NEIL D. STOECKER and JACQUELINE J. STOECKER, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Fourteen (14), in Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, EDWIN L. WHIPPLE and BECKY L. WHIPPLE, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Four (4), Block Three (3), Country Club Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, GLORIA THESENVITZ, a single person, is the owner in fee simple of that real estate described as:

Lots Five (5) and Six (6), Block Three (3), Country Club Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, MICHELLE J. HYSELL, a single person, is the owner in fee simple of that real estate described as:

Lot Seven (7), Block Three (3), Country Club Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, ERIC KUCERA and MEGAN KUCERA, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot One (1), Country Club Third Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, JON A. BAKER and VIRJEANNE R. BAKER, Husband and Wife, are the owners in fee simple of that real estate described as:

Low Two (2), Country Club Third Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, RUSSEL B. ANDERSON and JANICE L. ANDERSON, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Eighteen (18), Morningside Acres Third Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, City is the owner in fee simple of that real estate described as:

Lot Six (6), Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, Private Property Owners and City desires to establish a perpetual non-exclusive easement to each other, their successors and assigns, for the purpose of establishing a limited access easement to afford incidental and occasional access to the real estate owned by the Private Property Owners and City, subject to the condition that all obligations herein required are performed by Private Property Owners and City, their heirs, successors and assigns;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. Conveyance of Mutual Easement. For and in consideration of the mutual easement herein described and other good and valuable consideration, the Private Property Owners and City hereby grant and convey unto each other, their successors and assigns, an easement for ingress and egress over, through and upon that portion of the Private Property Owners' and City's real estate above described as may lie within the mutual easement area described as:

The centerline of a twelve (12.0) foot wide tract being more particularly described as follows: Commencing at the southwest corner of Lot Six (6), Block A, Park-View Subdivision; thence northerly along the westerly line of said Lot Six (6), a distance of sixteen (16.0) feet to the ACTUAL POINT OF BEGINNING; thence deflecting right  $89^{\circ}24'36''$  and running in an easterly direction, a distance of three hundred forty eight and sixty eight hundredths (348.68) feet; thence deflecting right  $46^{\circ}59'18''$  and running in a southeasterly direction, a distance of twenty seven and sixty five hundredths (27.65) feet to a point on the southerly line of said Lot Six (6); and the East Sixteen Feet (E16') of Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), all in Block "A", Park View Subdivision, in the City of Grand Island; the West Eight Feet (W8') of Lots Four (4), Five (5), Six (6), and Seven (7), all in Block Three (3), Country Club Subdivision, in the City of Grand Island, Hall County, Nebraska; the West Eight Feet (W8') of Lots One (1) and Two (2), all in Country Club Third Subdivision, in the City of Grand Island, Hall County, Nebraska; and the West Eight Feet (W8') of Lot Eighteen (18), Morningside Acres Third Subdivision, in the City of Grand Island, Hall County, Nebraska;

for the mutual benefit and incidental and occasional use as an access drive for those parcels of real estate described in the recitals hereto as may be adjacent to such easement area.

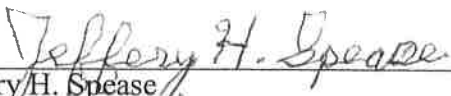
2. Rights of Easement. Private Property Owners and City hereby grant and convey unto each other, their successors and assigns, full and free right and liberty for the City and its employees together with such Private Property Owners, their tenants, servants, visitors, and licensees, in common with all others having the like right, at all times hereafter, with or without vehicles of any description, for all purposes connected with the use and enjoyment of the said described mutual easement area for whatever purpose the said land may be from time to time lawfully used and enjoyed, to pass and re-pass along the said private drive and easement so established for the purpose of incidental and occasional access to the City's and Private Property Owners' property in connection with ingress and egress to structures located upon the real estate owned by the respective parties and in connection with other rights of reasonable access as herein permitted.

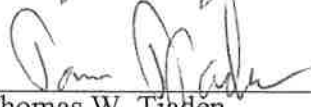
3. Private Property Owners and City's Retention of Rights. Such easements hereby established are specifically subject to the reservation by the Private Property Owners and the City that these easements herein separately granted by them may be used by the Private Property Owners and City, their successors and assigns, in conjunction with the simultaneous use of the Private Property Owners and City, their successors and assigns, as to their entirety, and further subject to the express understanding that the Private Property Owners and the City, their successors and assigns, do not hereby assume any liability or responsibility to any of the other Private Property Owners or the City, their successors and assigns, or any other person using said private drives by invitation, express or implied, or by reason of any business conducted with the City or any Private Property Owners, their successors or assigns, or otherwise.

4. Indemnification. Private Property Owners, their successors and assigns, shall indemnify and hold other Private Property Owners and the City, their heirs, successors and assigns, harmless from any liability in respect to the injury of any person while using the respective easement herein benefiting a Private Property Owner with the permission, or at the direction, of such Private Property Owner, their successors and assigns.

5. Binding Effect. This Mutual Access Easement Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Mutual Easement Agreement on the dates noted in the acknowledgments hereafter.

  
 \_\_\_\_\_  
 Jeffery H. Spease

  
 \_\_\_\_\_  
 Thomas W. Tjaden

  
 \_\_\_\_\_  
 Cindy L. Tjaden

  
 \_\_\_\_\_  
 John Gannon


  
Jennifer Gannon


  
James D. Taylor

  
Amanda M. Taylor

  
Diane E. Bodenbender

  
Judy A. Eversoll


  
Matthew S. Kennedy

  
Crystal D. Kennedy

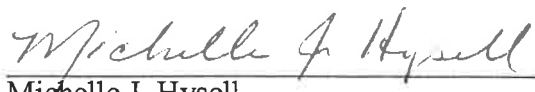
  
Neil D. Stoecker


  
Jacqueline J. Stoecker


  
Edwin L. Whipple

  
Becky L. Whipple

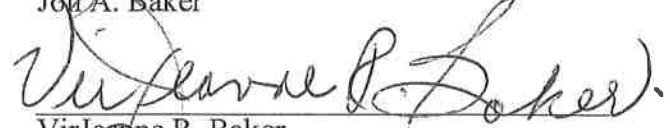
  
Gloria J. Thesenvitz

  
Michelle J. Hysell


  
Eric Kucera

  
Megan Kucera

  
Jon A. Baker

  
Vir Jeanne R. Baker

  
Russel B. Anderson

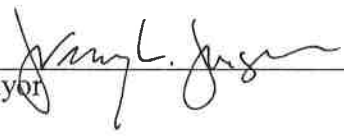
  
Janice L. Anderson

"Private Property Owners"

CITY OF GRAND ISLAND, NEBRASKA,  
a Nebraska Municipal Corporation

ATTEST:

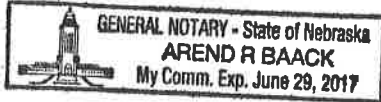
  
City Clerk

By:   
Mayor

"City"

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

9<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Jeffery H. Spease, a single person.



*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

9<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Thomas W. Tjaden and Cindy L. Tjaden, Husband and Wife.



*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

13<sup>th</sup> <sup>72</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by John Gannon and Jennifer Gannon, Husband and Wife.

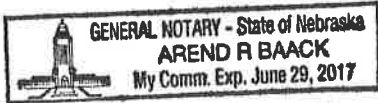


*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
COUNTY OF HALL ) ss:

13<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by James D. Taylor and Amanda M. Taylor, Husband and Wife.



[Signature]  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
COUNTY OF HALL ) ss:

9<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Diane E. Bodenbender, a single person.



[Signature]  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
COUNTY OF HALL ) ss:

15<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Judy A. Eversoll, a single person.



[Signature]  
Notary Public

My Commission Expires: June 29, 2017



STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

The foregoing Mutual Access Easement Agreement was acknowledged before me this 9<sup>th</sup> day of September, 2015, by Matthew S. Kennedy and Crystal D. Kennedy, Husband and Wife.



*Arend R Baack*  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

The foregoing Mutual Access Easement Agreement was acknowledged before me this 9<sup>th</sup> day of September, 2015, by Neil D. Stoecker and Jacqueline J. Stoecker, Husband and Wife.



*Arend R Baack*  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

The foregoing Mutual Access Easement Agreement was acknowledged before me this 9<sup>th</sup> day of September, 2015, by Edwin L. Whipple and Becky L. Whipple, Husband and Wife.



*Arend R Baack*  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

9<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Gloria J. Thesenvitz, a single person.

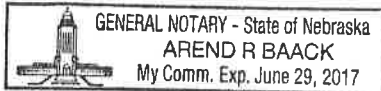


[Signature]  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

9<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Michelle J. Hysell, a single person.

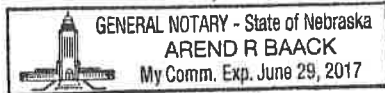


[Signature]  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

9<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Eric Kucera and Megan Kucera, Husband and Wife.

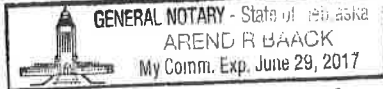


[Signature]  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

9<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Jon A. Baker and VirJeanne R. Baker, Husband and Wife.



[Signature]  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

9<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of September, 2015, by Russel B. Anderson and Janice L. Anderson, Husband and Wife.

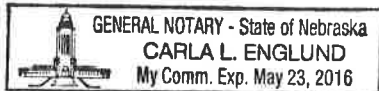


[Signature]  
Notary Public

My Commission Expires: June 29, 2017

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

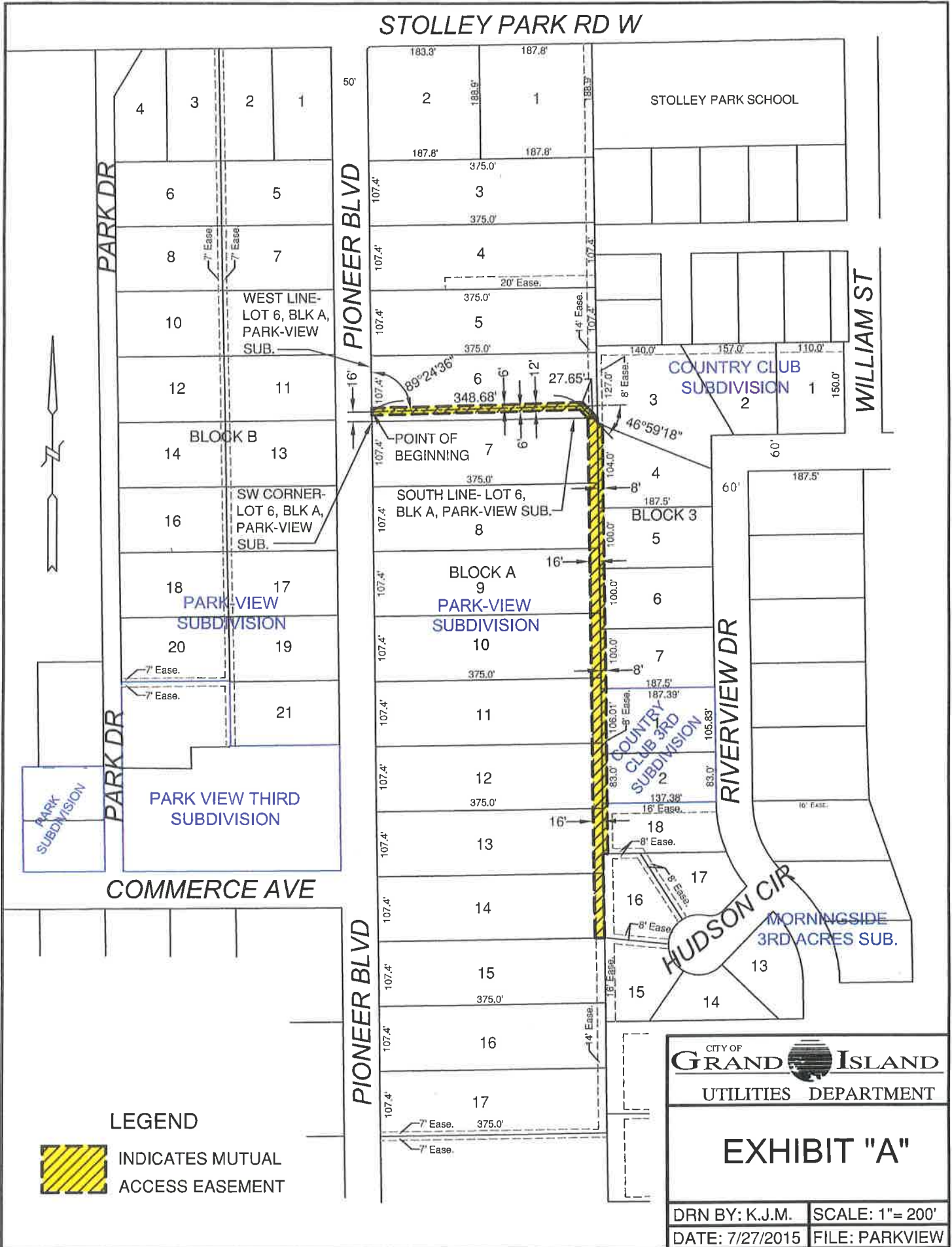
24<sup>th</sup> The foregoing Mutual Access Easement Agreement was acknowledged before me this day of August, 2015, by Jeremy Jensen, Mayor, and attested to by RaNae Edwards, City Clerk, of the City of Grand Island, Nebraska, a Nebraska municipal corporation, on behalf of such municipal corporation.




[Signature]  
Notary Public

My Commission Expires: May 23, 2016

STOLLEY PARK RD W



**LEGEND**  
 INDICATES MUTUAL ACCESS EASEMENT

CITY OF **GRAND ISLAND**  
 UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M. | SCALE: 1" = 200'  
 DATE: 7/27/2015 | FILE: PARKVIEW