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Love Signs  
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Norfolk 65702 Paged ✓ General ✓  
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STATE OF NEBRASKA ss This instrument filed for record this  
MADISON COUNTY 26 day of June, 2009 at 2055-  
8:30 o'clock A.M. and recorded in 2009-06 page 2055-2058  
Nancy J. Krass  
Register of Deeds Deputy  
**EASEMENT**

THIS AGREEMENT, is hereby made and entered into on this 26<sup>th</sup> day of April, 2009, by and between BRADLEY S. LOVE AND KRISTIE M. LOVE, Husband and Wife, hereinafter collectively called "Love", and ARKFELD MFG & DISTRIBUTING CO., INC., A Nebraska Corporation, hereinafter "Arkfeld".

RECITALS

1. Love owns and has title to the following described real estate, to wit:

Lots 4 and 5, Pebco Second Addition to the City of Norfolk, Madison County, Nebraska, and a part of the South 1/2 of the North 1/2 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.

2. Arkfeld owns and has title to the following described real estate, to wit:

A tract of land lying wholly in the S 1/2 N 1/2 of Section 34, Township 24 North, Range 1 West of the 6<sup>th</sup> P.M., Madison County, Nebraska, and more particularly described as follows:

Commencing at the intersection of the centerline of Highway 81, also known as 13<sup>th</sup> Street, and the centerline of Monroe Avenue as now located and established which is also the South line of the N 1/2 of said section; thence East along the centerline of said Monroe Avenue 111.83 feet; thence North 33.0 feet to the point of beginning; thence continuing East, 208.67 feet; thence 90°00' left, 350.0 feet; thence 90°00' left, 197.43 feet; thence 88°10'30" left, 350.18 feet to the point of beginning and containing 1.63 acres more or less;

AND

A tract of land lying wholly in the NW1/4 of Section 34, Township 24 North, Range 1 West of the 6<sup>th</sup> P.M.,

Madison County, Nebraska, and more particularly described as follows:

Commencing at the West 1/4 corner of said Section 34; thence East 320.5 feet; thence North at a deflection angle of 90°00' left, 383.0 feet to the point of beginning; thence continuing North, 150.0 feet; thence West at a deflection angle of 90°00' left, 192.7 feet; thence South at a deflection angle of 88°10'30" left, 150.1 feet; thence East at a deflection angle of 91°49'30" left, 197.4 feet to the point of beginning and containing .67 acres, more or less.

3. Love desires a perpetual easement under that portion of Arkfeld's real estate and Love desires a perpetual overhang easement over that portion of Arkfeld's real estate as described above for the following purposes, to wit:

a. A perpetual easement shall allow Love and their successors to construct and maintain support footings for towers to support signage to be constructed by Love on Love's real estate with the necessary footings extending onto Arkfeld's property.

b. Said perpetual easement shall allow Love ingress and egress to Arkfeld's real estate for the purpose of constructing, maintaining and repairing said footings which the parties intend to be underground.

c. A perpetual overhang easement shall allow Love and their successors to construct and maintain signage on Love's property which signage may overhang property of Arkfeld and said easement shall allow Love and their successors a perpetual easement to access Arkfeld's property for the purpose of constructing, maintaining and repairing said signs.

4. Arkfeld desires a perpetual easement over, across and under that portion of Love's real estate, as described above. The perpetual easement is for a suitable access road across Love's property to Arkfeld's property. This easement is for the

unrestricted right to ingress and egress to and from the real estate of Arkfeld over and across the real estate of Love. Arkfeld shall have the perpetual right to maintain the perpetual easement for ingress and egress and for the construction and usage of a suitable road for said ingress and egress.

NOW, THEREFORE, in consideration of the recitals and the following conditions, the parties agree as follows:

1. Arkfeld does hereby grant, assign and set over to Love and its successors a perpetual easement, which easement shall be both an easement for the construction, maintenance and repair of support footings for signs on Love's property and an overhang easement to allow a portion of Love's signs to overhang Arkfeld's property as said easements are described above.

2. Arkfeld shall fully use and enjoy all of its real estate, except as to the rights herein granted, and except as to the perpetual easement for the construction, maintenance and repairs of support footings and an overhang easement to Love that are set out above.

3. Love does hereby grant, assign and set over to Arkfeld, and its successors, a perpetual easement, for the purpose of ingress and egress over, across and under Love's real estate as said easement is described above.

4. Love shall fully use and enjoy its real estate except, as to the rights herein granted, and except as to the perpetual right of ingress and egress for the road as previously described herein.

5. The parties mutually agree to hold and save each other harmless from any damage arising from its use, maintenance and repairs of their respective easements set forth herein.

6. For the mutual promises set forth herein, both parties hereby convey, transfer and deliver unto each other the

