



MISC 2003138850

RICHARD J. TAKECHI
REGISTERED SURVEYOR



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EASEMENT

18th 21st

DOB

THIS AGREEMENT made this 18th day of July, 2003, by and between Thomas H. Penke, Trustee, hereinafter referred to as "Grantor", and Thomas H. Penke, Trustee, hereinafter referred to as "Grantee."

WHEREAS, Grantor is the owner of the West one-half (1/2) of Lot Three (3), Block 4, Kountze and Ruth's Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Grantee is the owner of the East one-half (1/2) of Lot Three (3), Block 4, Kountze and Ruth's Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, it is the intent of Grantor and Grantee to subject both of the above-described parcels of real estate to a condominium form of ownership in the manner provided for by Nebraska Condominium Act to be known and identified as Jackson Square Condominium Regime;

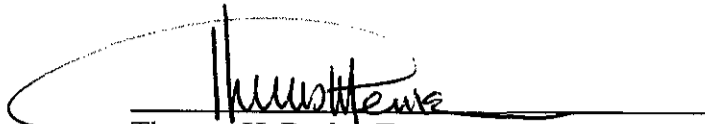
WHEREAS, as of the date of this Easement Grantor's above-described real estate as not yet been added to the Jackson Square Condominium Regime;

WHEREAS, Grantor and Grantee desire to set forth their agreement for an easement in writing pursuant to the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), paid by each of the parties to each other, the receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations herein contained, each of the parties intending to be legally bound hereby, it is agreed as follows:

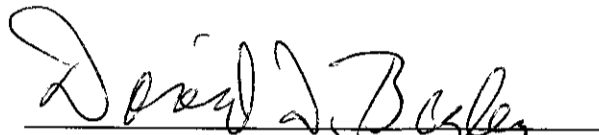
1. Grantor bargains, sells, grants and conveys to Grantee, a perpetual easement and, over and across the real estate described on the attached Exhibit "A" for the purpose of constructing a wooden deck or patio.
2. The easement may be used by the parties, his successors, assigns, grantees, guests and invitees.
3. Grantee, his successors, assigns and grantees shall be required to maintain the wooden deck or patio in good condition.
4. Grantee, his successors, assigns and grantees shall be responsible for the repair and maintenance of the wooden deck or patio.
5. This agreement and the easement set forth herein shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns and grantees and shall run with the land and shall be irrevocable.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed
this 21st day of July, 2003.


Thomas H. Penke, Trustee,
Grantor and Grantee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Easement was acknowledged before me on the 21st day of
July, 2003 by Thomas H. Penke, Trustee.


Notary Public

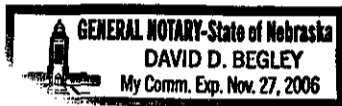


Exhibit "A"

Commencing at the Southeast Corner of the East one-Half of Lot 3, Block 4, Kountze and Ruth's Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, thence North $89^{\circ} 37' 50''$ West (Record Bearing) on the South line of said East one-half of Lot 3, a distance of 80.02 feet to the West line of said East one-half of Lot 3; thence northerly on said line, a distance of 30.7 feet to a point at the intersection of the existing outer South deck line, said point being the point of beginning; thence westerly on said existing outer deck line, a distance of 4.2 feet; thence northerly on the existing outer deck line, a distance of 12.0 feet; thence easterly on the existing outer deck line, a distance 4.2 feet to a point on the West line of said East one-half of Lot 3; thence southerly on said line, a distance of 12.0 feet to the point of beginning, containing 50 square feet more or less.