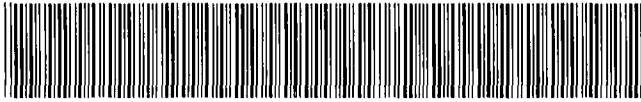




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RETURN TO: James A. Tews
Abrahams Kaslow + Cassman LLP
8712 V. Dodge Rd., Ste. 300
Omaha, NE 68114
(402) 392-1250

CHECK NUMBER

Cash

_____ [Space Above This Line For Recording Data] _____

After recording return to:

James A. Tews

Abrahams Kaslow & Cassman LLP

8712 West Dodge Road, Suite 300

Omaha, Nebraska 68114

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered this ____ day of March, 2014, by and among JAR DEVELOPMENT, LLC, a Nebraska limited liability company ("JAR Development"), 902 DODGE CONDOMINIUM ASSOCIATION, INC., a Nebraska non-profit corporation (the "Association"), and MICHAEL T. MOYLAN and SIGRID E. MOYLAN (the "Moylans").

RECITALS

WHEREAS, JAR Development owns the real estate, together with all improvements thereupon, in Omaha, Douglas County, Nebraska, legally described as set forth on Exhibit A and commonly known as 110 North 9th Street (the "JAR Development Property");

WHEREAS, the improvements located on the JAR Development Property include a building, which building is hereafter referred to as the "JAR Development Building";

WHEREAS, Downtown Dodge Developers, LLC, a Nebraska limited liability company, as the Declarant, established a condominium regime with respect to the real estate (including the improvements thereupon) legally described as Lot 8, Block 93, Original City of Omaha, as surveyed, platted and lithographed, in Douglas County, Nebraska (the "Association's Property"), pursuant to that certain Declaration of 902 Dodge Condominium recorded on September 21, 2006, in the office of the Douglas County Register of Deeds as document number 2006108833, as thereafter amended from time to time (the "Declaration");

WHEREAS, the improvements located on the Association's Property include a six-story building, which building is referred to in the Declaration as "Building" and is hereafter referred to as the "Association's Building";

WHEREAS, a common wall is located on each of the JAR Development Property and the Association's Property, which common wall serves as the north exterior wall of the Association's Building and as the south exterior wall of the JAR Development Building (the "Party Wall");

WHEREAS, the Party Wall is the subject of an agreement recorded on March 31, 1922, in Book 55 at Page 268 in the office of the Douglas County Register of Deeds (the "Party Wall Agreement"); and

WHEREAS, in March, 2011, the Moylans acquired Unit 600 (as defined in the Declaration; "Unit 600"), which is located in the Association's Building, and subsequently caused or permitted the construction and installation of four separate windows (collectively, the "Windows") in the Party Wall located in or about the 6th floor of the Association's Building.

THEREFORE, in consideration of the foregoing Recitals, each of which is hereby made a part of this Agreement, and for other good and valuable consideration received by the undersigned, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. License. Effective retroactive to March 1, 2011 (the "Effective Date"), JAR Development hereby grants to each of the Moylans and the Association a license to construct and install the Windows, and maintain the Windows over time (the "License"), subject to the terms and conditions of this Agreement. The License may be terminated by JAR Development at any time in the event that JAR Development requests removal of the Windows and provides "commercially reasonable written evidence" to either of the Moylans or to the Association that it intends to use or develop the JAR Development Property, or any portion thereof, in such a manner that:

- (a) contemplates the expansion of or the modification of JAR Development's current use of the JAR Development Building, the JAR Development Property or the Party Wall, in any case, that would result in the presence of the Windows being prohibited by applicable building or zoning codes of the City of Omaha or any other law, regulation or ordinance applicable to the JAR Development Property and/or the Association's Property, in all cases without regard to the past or new issuance of or existence of any variance, authority, permit or consent of or from the City of Omaha, including any department or board thereof in respect of the Windows;
- (b) contemplates the construction of any new building on any part of the JAR Development Property and such building is located or to be located within ten (10) feet of the Party Wall or the Windows; and, in any case, that would result in the presence of the Windows being prohibited by applicable building or zoning codes of the City of Omaha or any other law, regulation or ordinance applicable to the JAR Development Property and/or the Association's Property, in all cases without regard to the past or new issuance of or existence of any variance, authority, permit or consent of or from the City of Omaha, including any department or board thereof in respect of the Windows;
- (c) contemplates the expansion of or the modification of the JAR Development Building, in any case, that exceeds the height of the JAR Development Building as of the date of this Agreement; or

- (d) involves any construction, repair, renovation, demolition, replacement or maintenance of the JAR Development Building, which related work, including the cost of the related work, may be adversely impacted as a result of the presence of, or the construction, installation or maintenance of, the Windows.

For the purposes of this Paragraph 1, the Parties agree that the term “commercially reasonable written evidence” shall include either of the following requirements: a copy of a building permit issued to JAR Development from the City of Omaha, along with construction plans, prepared by a licensed contractor, engineer, architect or other qualified contractor, reflecting the application of any of the reasons identified in subparagraphs (a) through (d) of this Paragraph 1, or, if the permit cannot be issued for reasons of the presence of the Windows (if applicable), a copy of the application for such permit, in all cases without regard to the past or new issuance of or existence of any variance, authority, permit or consent of or from the City of Omaha, including any department or board thereof in respect of the Windows.

The License may also be terminated by JAR Development to be effective at closing of any sale of the JAR Development Property.

Each of the Moylans and the Association hereby covenants that within forty-five (45) days of receipt of written notice from JAR Development that it has terminated the License in accordance with this Paragraph 1, such Parties shall be jointly and severally obligated to cause and otherwise undertake all acts that may be necessary, at his, her or its respective sole cost and expense, to restore the Party Wall to substantially the condition in which it existed prior to the construction and installation of the Windows. The termination of the License shall not be construed to terminate this Agreement, and all other provisions of this Agreement, including all representations, releases, waivers, consents, covenants, indemnity and other obligations and liabilities of such Parties under this Agreement shall continue and survive such termination of the License and this Agreement.

2. Available Remedies Upon Failure to Remove Windows. In the event the License is terminated in accordance with Paragraph 1 and the Moylans and/or the Association do not remove the Windows and restore the Party Wall in accordance with such Paragraph 1, then the Association and each of the Moylans shall be obligated, jointly and severally, to pay to the then current owner of the JAR Development Property liquidated damages in an amount equal to \$1,000.00 per day for each day after the expiration of the forty-five (45) day period set forth in such Paragraph 1 to remove the Windows until the Windows are so removed and the Party Wall so restored (the “Liquidated Damages”), it being understood that the then current owner of the JAR Development Property will suffer damages as a result of such failure or refusal to so remove the Windows and restore the Party Wall in an amount that cannot be ascertained as of the Effective Date, and the Parties agree to liquidate the amount of such damages at this time. Notwithstanding the foregoing, if the failure to timely remove the Windows and restore the Party Wall is due to an “Excusable Delay” preventing such timely removal of the Windows and the restoration of the Party Wall, imposition of such Liquidated Damages would not apply until such Excusable Delay no longer exists. The term “Excusable Delay” shall mean only delays due to strikes, riots, acts of God, shortages of labor or materials, war, changes in governmental laws, regulations or restriction pertaining to such removal/restoration, but, in all cases, only for as long as and only to

the extent that such Excusable Delay precludes such work and such Excusable Delay cannot be prevented or resolved through commercially reasonable efforts of either of the Moylans or the Association. In addition to such Liquidated Damages, in the event the License is terminated and the Windows are not removed and/or the Party Wall is not restored in accordance with Paragraph 1, JAR Development shall also have the rights of injunctive relief and specific performance, which rights shall be cumulative and run concurrently with such Liquidated Damages continuing to accrue.

3. No Intent to Create Rights. The Parties acknowledge and agree that neither the execution of this Agreement nor the grant of, or exercise of, the License shall be construed to grant, or to have granted, to any of such Parties any real or other property interests in, to, over or across any portion of each of the other Party's property or interests therein. In addition, each of the Moylans and the Association acknowledges and agrees that neither he, she, nor it, as the case may be, will permit the installation of additional windows or otherwise allow any other alteration of the Party Wall without the prior written consent of JAR Development, which consent may be withheld in the sole and absolute discretion of JAR Development.

4. Representations and Covenants.

- (a) Each of MICHAEL T. MOYLAN and SIGRID E. MOYLAN represent that such persons are married to each other and they are the sole owners of Unit 600 of the Association's Building; and that no other person has any right, title or interest in or to Unit 600.
- (b) The Association represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska, and has all requisite corporate power and authority to carry on its business as presently conducted.
- (c) The Association represents that the execution, delivery, and performance of and under this Agreement has been duly and validly authorized as may be required by or under the Declaration or the bylaws of the Association or by any other constituent document of the Association.
- (d) The Association and each of the Moylans represent that they have not caused or permitted any modification of the Party Wall to any extent, other than to the extent necessary to construct and install the Windows.
- (e) In the event any representation made by a Party in this Paragraph 4 is discovered to be not true, accurate or complete in all material respects, then the Party who made such representation (for purposes of this subparagraph (e), the "Breaching Party") shall indemnify and hold each other Party harmless from and against any actual loss, damage, claim, liability, cost or expense (including any reasonable attorney fees) that each such other Party may incur or sustain, directly or indirectly, from, out of, or in connection with any such misrepresentation or the failure of any such representation made by the Breaching Party to be true, accurate or complete in all material respects.

5. Damages. In addition to the remedies set forth in Paragraph 2, each Party hereby agrees (jointly and severally in the case of the Moylans and the Association) to indemnify and hold harmless each other Party and each such other Party's respective employees, officers, successors and assigns from and against any and all claims, causes of action, losses, liabilities, personal injury or death, property or other damages, costs, fees or expenses (including, reasonable attorney fees and any litigation costs or expenses actually incurred), controversies of any nature whatsoever, whether direct, indirect, special, incidental, remedial, consequential or punitive, and under any theory of recovery whatsoever, including contribution and indemnity that is or that may be directly caused by the failure to perform of the indemnifying Party (for purposes of this Paragraph 5, the "Indemnifying Party"), or any other breach or default, in any such event under any provision of this Agreement by the Indemnifying Party. Michael T. Moylan and Sigrid E. Moylan, jointly and severally, or any subsequent grantee or transferee of any right, title, or interest in and to Unit 600, hereby unconditionally and irrevocably (a) agree to indemnify and hold the Association, including its agents, members, managers, employers, representatives, subsidiaries and affiliates harmless from and against any and all claims, liability, damages, Liquidated Damages, fines, penalties, causes of action, costs or expenses (including reasonable attorney's fees and any litigation cost or expenses), caused by, attributable to, or arising out of a breach of this Agreement by either Michael T. Moylan, Sigrid E. Moylan or any subsequent grantee or transferee of any right, title, or interest in and to Unit 600 and any costs and expenses incurred by the Association removing the Windows as provided in subpart (b) of this sentence; (b) authorize and grant the Association the right to enter Unit 600 and remove the Windows in the event that the Moylans fail to commence and diligently pursue removal of the Windows within fifteen (15) days of written notice from JAR Development to terminate the License in accordance with Paragraph 1 hereof; and (c) authorize the Association to levy, impose or otherwise effect a lien on Unit 600 for amounts due to the Association under subpart (a) of this sentence, whenever Michael T. Moylan and Sigrid E. Moylan, jointly and severally, or any subsequent grantee or transferee of any right, title, or interest in and to Unit 600, fails to promptly comply with any indemnification obligation to Association under, or in respect of, clause (a) of this sentence and, for such purposes only, hereby irrevocably appoints Association as its true and lawful attorney-in-fact having any and all powers, authorities and authorizations, as may be necessary or appropriate, in any event to levy, assess, impose or otherwise effect such lien, including the right to record the same and notice thereof in the appropriate books and records of the Douglas County Register of Deeds. Provided that, in the event that prior or at the time the Moylans sell and/or transfer Unit 600, Liquidated Damages have not accrued (and the Moylans otherwise shall not have any liability to JAR Development in respect of this Agreement) and the License then has not been terminated, the Moylans shall have no further liability, rights, responsibilities or obligations under this Agreement and the subsequent owner(s) of Unit 600 shall assume all of the Moylans' responsibilities and obligations under this Agreement and receive all of the Moylans' rights under this Agreement. Provided, also, for avoidance of any doubt, no owner of all or any part of the JAR Development Property shall be liable to any other person or entity under or in respect of this Agreement, including any liability to indemnify any other person or entity under this Paragraph 5, unless directly caused by, directly attributable to, or directly arising out of such owner's own failure to perform under, or its own breach or default of or under, this Agreement.

6. Recordation. The Parties hereby consent to a recording of this Agreement with the Douglas County Register of Deeds with respect to either of, or both of, JAR Development's Property and the Association's Property and Unit 600.

7. Effect of Agreement. The Parties acknowledge and agree that this Agreement does not, and shall not be construed, to modify or amend the terms or provisions of the Party Wall Agreement in any respect, but shall constitute only the consent of JAR Development to the construction and installation of the Windows in the Party Wall as existing as of the date of the Agreement, which consent shall be deemed to be withdrawn upon the termination of the License as provided for herein.

8. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, executors, administrators and other personal or legal representatives, including any grantee or transferee of any right, title, or interest in and to the JAR Development Property, Unit 600 or the Association's Property. The covenants and restrictions contained in this Agreement shall run with the land, and shall be binding in perpetuity. For avoidance of any doubt, the Parties acknowledge that while it is intended that the then current owner(s) of all or any part of the JAR Development Property shall have the right to terminate the License (as provided in this Agreement) and to otherwise exercise, enforce and have the benefit of all covenants, terms and other provisions of the current owner JAR Development under, and as set forth in, this Agreement, it is also intended that the Association and only the then current owner(s) (and not any prior owner) of all or part of Unit 600 shall (a) have the obligation to remove the Windows when required to do so by application of any provision of this Agreement, and (b) be liable to then current owner(s) of the JAR Development Property for the failure to remove the Windows or any other breach of this Agreement, including the failure to comply, or timely comply, with any other covenant term or other provision of this Agreement.

9. Estoppel Certificates. The Association and each of the Moylans agree, within ten (10) days after a written request therefor by JAR Development, (1) to execute and deliver a statement, in writing, certifying to JAR Development or to any party designated by JAR Development (a) that this Agreement is in full force and effect, and (b) that to the knowledge of the certifying party there are no uncured defaults by the Association or Moylans under this Agreement, and (2) to provide any other information reasonably requested which is related to this Agreement. In the event the Association and/or the Moylans fail to execute and deliver any of the same within ten (10) days after request therefor, JAR Development shall have the right (and the Association and each of the Moylans hereby empower JAR Development as the Association's and/or the Moylans' attorney-in-fact, which power shall be deemed coupled with an interest) to execute and deliver such certificate for and on behalf of and as the binding act of the Association and each of the Moylans.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. There are no oral or other agreements, understandings, representations, or warranties on the part of either Party to this Agreement relating to the terms of this Agreement. This Agreement may be amended only by a subsequent written agreement signed by the Parties.

11. Waiver. The failure of any Party to act upon a default of another Party to this Agreement, including any past failure by a Party, in any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or obligations by such defaulting Party.

12. Headings and Interpretation. The headings of the Paragraphs of this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Any reference in this Agreement to "Paragraph" means the Paragraphs of this Agreement. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, the Parties confirm that they and their respective counsel, if any, have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. In addition to any terms expressly defined in this Agreement, unless the context shall otherwise require, whenever used in this Agreement: "Party" means JAR Development, the Association, MICHAEL T. MOYLAN, or SIGRID E. MOYLAN; "Parties" means two or more (as the context may require) of JAR Development, the Association, MICHAEL T. MOYLAN, and SIGRID E. MOYLAN, collectively; JAR Development means JAR Development together with its and their respective successors, grantees and assigns, including, if different, any then current owner of all or any part of the JAR Development Property; the Association means the Association and its and their respective successors, grantees and assigns, including, if different, any then current owner of all or any part of the Association Property; "Michael T. Moylan and Sigrid E. Moylan" means Michael T. Moylan and Sigrid E. Moylan and their respective successors, grantees and assigns including, if different, any then current owner of all or any part of Unit 600; JAR Development's Building means JAR Development's Building as the same may be modified, renovated, repaired or replaced from time to time; and the words "include(s)", "including" and similar terms shall be construed as if followed by the phrase "without limitation".

13. (a) Notices. All notices and other communications required to be made or delivered under this Agreement will be in writing and delivered to the Parties at their last known addresses or facsimile numbers. Notices and other documents will be deemed received (a) if personally delivered, when delivery is tendered, (b) if mailed certified mail, return receipt requested, three days after it is postmarked, (c) if sent overnight delivery by a national overnight delivery company or the United States Postal Service, on the first business day after delivery to the carrier and (d) if sent by facsimile, on the day receipt of which is confirmed by the sender. Notices sent by other methods will be deemed received when actually received by the addressee or its or his authorized agent. Notice to any person to whom the provisions of this Agreement shall become the owner of JAR Development Property or Unit 600 shall provide the then current owner of the JAR Development Property or Unit 600, as may be applicable with said party's address.

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SIGNATURE PAGE FOLLOWS)**

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on ^{April 7} March, 2014, by Michael T. Moylan and Sigrid E. Moylan.

My Commission Expires:

October 24, 2017

Valley L Stewart

Notary Public

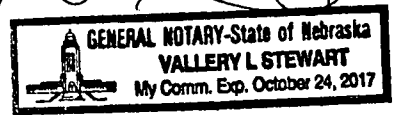


Exhibit A

(JAR Development Property)

That part of Lot 1, in Block 93, in the Original City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska, lying South and East of Abbott Drive, more particularly described as follows:

Beginning at a point on the South line of said Lot 1, 82.58 feet, more or less, West of the Southeast corner of said Lot 1, being a point on the Southerly line of Abbott Drive; thence Northeasterly, along the Southerly line of Abbott Drive, 91 feet, more or less, to its intersection with the East line of said Lot 1; thence West, along the South line of said Lot 1, 82.58 feet, more or less, to the Point of Beginning, being all that portion of Lot 1 not taken by the City of Omaha for Abbott Drive.

And,

Lot 4, Block 93, in the Original City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska, except that part thereof lying North of the following described line:

Beginning at a point on the West line of said Lot 4, 36.12 feet North of the Southwest corner of Lot 4, and extending Northeasterly to a point on the North line of Lot 4, 83.58 feet West of the Northeast corner of said Lot 4;

And,

Lot 5, in Block 93, in the Original City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska.