

Inst # 2017014836 Thu Apr 13 15:54:57 CDT 2017

Filing Fee: \$40.00 cpodal

Lancaster County, NE Assessor/Register of Deeds Office AGRMT

Pages: 6

-----above space for recording-----

MUTUAL LICENSE AGREEMENT

Return to:

**TitleCore Nationa, LLC
1640 Normandy Ct, Suite C
Lincoln NE 68512**

MUTUAL LICENSE AGREEMENT

THIS AGREEMENT is made this 12 day of ^{April}~~March~~, 2017, by and between News Link, Incorporated, a Nebraska corporation (News Link) and Michael L. Cooper and Diane R. Cooper, husband and wife (Cooper).

WITNESSETH:

WHEREAS, News Link is the owner of Lots 1 through 4, Block 5, Rathbone Village, Lincoln, Lancaster County, Nebraska.

WHEREAS, Cooper is the owner of Lots 14 through 18, Block 5, Rathbone Village, Lincoln, Lancaster County, Nebraska.

WHEREAS, there exists a sidewalk along a portion of the south side of the News Link real estate and along a portion of the north side of the Cooper real estate, as more specifically delineated in red on the attachment to this Agreement, marked Exhibit A and incorporated herein by this reference.

WHEREAS, News Link desires to allow Cooper to have use of the sidewalk for pedestrian ingress and egress, such use to be in common with the use of News Link.

WHEREAS, Cooper desires to allow News Link to have use of the sidewalk for pedestrian ingress and egress, such use to be in common with the use of Cooper.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of License.

(a) Subject to the provisions of this Agreement, News Link hereby grants to Cooper a license to use said sidewalk for pedestrian ingress and egress for Cooper, their employees, their business invitees and Cooper's tenants and their employees and business invitees, with said license to be in joint and common use with News Link for the purpose of pedestrian ingress and egress for News Link, their employees and business invitees, together with News Link's tenants and their employees and business invitees.

(b) Subject to the provisions of this Agreement, Cooper hereby grants to News Link a license to use said sidewalk for pedestrian ingress and egress for News Link, their employees, their business invitees and News Link's tenants and their employees and business invitees, with said license to be in joint and common use with Cooper for the purpose of pedestrian ingress and egress for Cooper, their employees and business invitees, together with Cooper's tenants and their employees and business invitees.

2. Term. The term of this license shall commence on the date hereof and continue until termination as provided in this Agreement.

3. Mortgage. This license is subject and subordinate to the lien of any mortgage now affecting News Link's real estate and to the lien of any mortgage or deed of trust affecting Cooper's real estate as may be in existence from time to time. This provision of subordination shall be self-operative and no further instrument of subordination shall be required. However, News Link or Cooper shall at the request of the other party or a mortgagee promptly execute, acknowledge and deliver an Agreement confirming such subordination on the form of a Subordination Agreement customarily used by the mortgagee.

4. Maintenance. News Link shall at its sole cost and expense maintain the sidewalk area in good order, repair and condition and promptly make all repairs and replacements as may be necessary or appropriate. All such work pursuant to this paragraph shall be performed by News Link or its agents at News Link's sole cost and expense.

5. Termination. The term of this license may be terminated by written notice of the other party in the event either party desires to make alterations or improvements to either the News Link real estate or the Cooper real estate.

6. Relationship. This Agreement shall be deemed to create a legal relationship of licensor and licensee between the parties and shall in no event deemed to create any other relationship including without limitation landlord and tenant, principal and agent, partner or joint venturer.

7. Binding Effect. This Agreement will be binding on each of the parties, their heirs, personal representatives, successors and assigns subject, however, to the right of termination as set out in this Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior written and oral agreements and understandings relating to the subject matter hereof.

9. Amendment. This Agreement may not be modified, amended or discharged except by an instrument in writing signed by the parties hereto.

10. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska.

11. Notices. All notices, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed by certified mail, postage prepaid, to the party at the following address or such other address as any party may from time to time in writing designate to the other party:

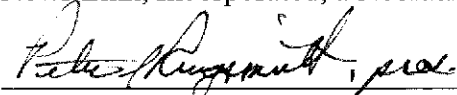
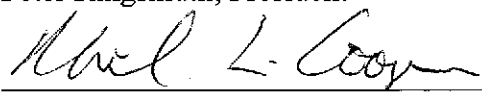
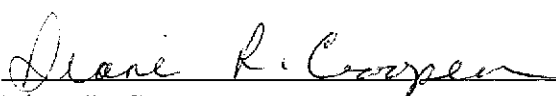
If to Seller: News Link, Incorporated
c/o Peter Ringsmuth, President
2201 Winthrop Road
Lincoln, NE 68502

If to Buyer: Michael L. Cooper and Diane R. Cooper
2211 Winthrop Road
Lincoln, NE 68502

12. Further Assurances. Each party shall reasonably cooperate with the other party and promptly obtain, execute and deliver such documents as are in their possession or control and are reasonably necessary in order to effectuate or confirm any of the provisions of this Agreement.

13. Recitals. All of the recitals in the beginning of this Agreement are incorporated into this Agreement as if fully set forth herein.

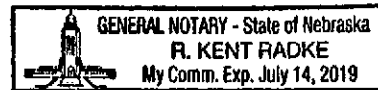
IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first above written.

News Link, Incorporated, a Nebraska Corporation
By: 
Peter Ringsmuth, President

Michael L. Cooper

Diane R. Cooper

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 12 day of ^{April}~~March~~, 2017,
by Peter Ringsmuth, President of News Link, Incorporated, a Nebraska corporation, on behalf of the
corporation.

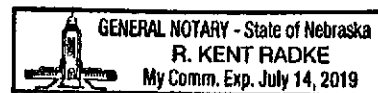
R Kent Radke, Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 12 day of ^{April}~~March~~, 2017,
by Michael L. Cooper and Diane R. Cooper, husband and wife.

R Kent Radke, Notary Public



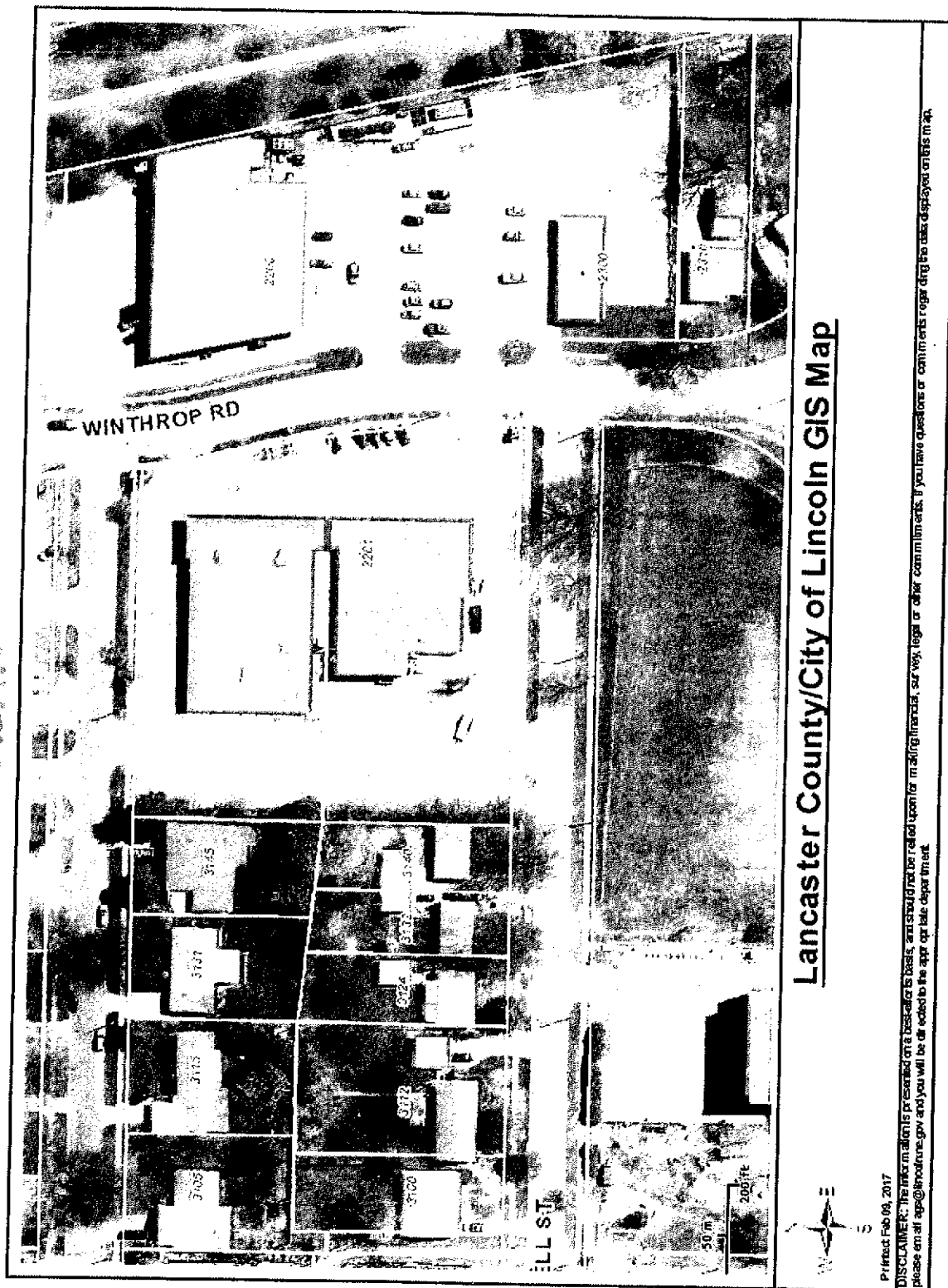


Exhibit A to Party Wall Agreement