ATTACHMENT "A"

AMENDED AND RESTATED
DEED OF HISTORIC PRESENTATION RIGHT

THIS AMENDED AND RESTATED DEED OF HISTORIC PRESERVATION RIGHTS (hereinafter "Amended and Restated Preservation Easement") is made and entered into by Sartore Family Revocable Trust, located at 2733 Sheridan Blvd., Lincoln, NE , 68502, hereinafter referred to as "Sartore" and the CITY OF LINCOLN, NEBRASKA, a municipal corporation in the State of Nebraska, hereinafter referred to as "City" as of the date of execution by the City

The exterior and the interior features of the Premises referred to below are documented by the photographs taken in 2013 and attached as Exhibit "A."

RECITALS

A. Sartore is owner in fee simple of certain real property (the "Property") generally located at 700 N. 16th Street and more particularly described as follows:

> The west 175 feet of Lots J-K of the subdivision of Lot 1 of S. W. Littles Sub of the SW quarter of 24-10-6 (Tuttle), Lincoln, Lancaster County, Nebraska.

B. The Property is improved with one main building, hereinafter referred to as "Lewis-Syford House," and two outbuildings located in the rear (east) yard of the Lewis-Syford House, hereinafter referred to as the "Shed" and "Carriage House".

C. The Lewis-Syford House was listed on the National Register of Historic Places in 1971, as amended in 2007.

D. The Lewis-Syford House was designated by Grantee as an Historic Landmark on May 7, 2008 by Ordinance No. 19079 due to its architectural and historic characteristics as a rare example of the French Second Empire style and a rare remnant of early private residences in an area now within the University of Nebraska-Lincoln campus, and should be preserved if possible.

E. In 2008 the City was granted a Deed of Historic Preservation Right ("Original Preservation Easement") for the protection of all interior and exterior aspects of the Lewis-Syford House which was recorded on September 26, 2008 as Instrument No. 2008044962 in the office of the Register of Deeds for Lancaster County, Nebraska.

F. The City possesses other preservation easements for historic real property in Lincoln such as the Harris House, Phi Delta Theta Fraternity, and the Former U. S. Post Office & Courthouse (Old Federal Building) & Comfort Station.

G. Sartore believes that the Original Preservation Easement is unduly cumbersome for the continued upkeep and use of Lewis-Syford House and therefore threatens its preservation.

H. Sartore has requested the City to amend the Original Preservation Easement granted in 2008 by entering into this Amended and Restated Preservation Easement modeled on easements possessed by the City for other Lincoln Landmarks in order to better able Sartore to preserve the Lewis-Syford House.

I. The City is willing to enter into this Amended and Restated Preservation Easement.

J. This Amended and Restated Preservation Easement is given pursuant to and in accordance with the Conservation and Preservation Easement Act, *Neb. Rev. Stat.* §§76-2,111 to 76-2,118 ("Act"). City is a political subdivision of the State of Nebraska and has authority to hold a preservation easement pursuant to the Act.

NOW THEREFORE, in consideration of the above Recitals and the following terms, conditions and covenants, Sartore does hereby give, grant and convey unto City irrevocably this Amended and Restated Preservation Easement in and to the Property including the Lewis-Syford House, the Shed and the Carriage House located on the Property.

The terms, conditions and covenants of this Amended and Restated Preservation Easement are as follows:

1. Exterior: Sartore shall undertake no alteration, construction, improvement, demolition in whole or in part to any exterior elevation of the Lewis-Syford House, the Shed, or the Carriage House (collectively "Exterior Alteration") without first obtaining the prior written approval of the City.

2. Interior: Sartore shall undertake no alteration other than maintenance or cosmetic work (e.g., painting, wallpapering, carpeting, refinishing, etc) of the principal staircase, the central hall, and the northwest and the southeast rooms of the main floor of the Lewis- Syford House ("Interior Alteration") without first obtaining the prior written approval of the City.

3. Setting: Sartore shall undertake no alteration of the east, the west and the south yards of the Property, other than ordinary maintenance, such as trimming or removal of dead or diseased vegetation or plant materials that threaten the Lewis-Syford House, the Shed or Carriage House ("Yard Alteration"), without first obtaining the prior written approval of the City.

4. Sartore shall submit any proposed Exterior, Interior or Yard Alteration to the City's Historic Preservation Commission, hereinafter sometimes referred to as the "Commission," as established by Chapter 27.57 of the Lincoln Municipal Code, as amended, for review and approval as being in compliance with the preservation guidelines established by Ordinance No. 19079 designating the Lewis-Syford House a Landmark on May 7, 2008, which guidelines are based on the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Approval or denial of such proposals will be conducted by the Commission in accordance with the procedures set forth in Chapter 27.57 of the Lincoln Municipal Code, as amended, except that the "certificate of allowance" procedure following a certificate of denial shall not apply.

5. The resolution adopted by the Historic Preservation Commission or the City Council, approving an Exterior, Interior or Yard Alteration constitutes the written approval of the City required under Paragraphs 1, 2, and 3above. In the event the approved Alteration will permanently change a significant feature of the Lewis-Syford House, the Shed or Carriage House or the Property, Sartore shall document the feature with high resolution, digital color photographs before and after the Alteration and submit the documentation to the City and to the Nebraska State Historic Preservation Officer.

6. Sartore agrees, at its own cost and expense, to undertake all normal maintenance and repairs and will at all time maintain the exterior elevations of the Lewis-Syford House, Shed and Carriage House, including the foundation, basement, and mechanical systems in such a manner as to assure the good condition and structural integrity of their exterior elevations. Sartore further agrees at it own cost and expense to undertake all normal maintenance and repairs of the interior of the Lewis-Syford House.

7. Sartore hereby agrees that representatives and agents of the City shall be permitted at all reasonable times to inspect the Lewis-Syford House, Shed and Carriage House and the Property. Inspections will ordinarily take place from the public right-of-way; however, Sartore agrees that representatives of the City shall be permitted to enter and inspect the interior of the buildings to ensure their good condition and structural integrity. Inspection of interior spaces will not, in the absence of significant deterioration, take place more often than annually. Inspection of the interiors will be made at times mutually agreed upon by Sartore and City, Sartore covenanting not to withhold unreasonably its consent in determining a date and time for inspection of the interiors.

8. In the event that the City determines that a violation of any covenant or restriction herein has occurred, the City shall give written notice to Sartore of such violation and demand corrective action to cure the violation. If Sartore fails to cure the violation within thirty (30) days following receipt of said notice from the City, or under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to make good faith efforts to initiate and pursue the corrective action which within the thirty (30) day period the City may institute a suit to enjoin by temporary restraining order, preliminary injunction, and permanent injunction,

such violation and to require the restoration of the Lewis-Syford House, Shed or Carriage House to its condition prior to the actions which gave rise to the suit without the posting of any bond whatsoever. The City shall also have the right to use any other all legal and equitable remedy to enforce Sartore's obligations hereunder. The cost of such restoration and the City's reasonable costs of enforcement, including staff time and reasonable attorney fees shall be paid by Sartore. The exercise by the City of one remedy or the failure to exercise any remedy shall not have the effect of waiving or limiting use of any other remedy or the use of such remedy at any other time.

9. Sartore agrees that the restrictions contained in this Amended and Restated Preservation Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Sartore's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

10. The City shall do and perform at its own cost all acts necessary to promptly record this Amended and Restated Preservation Easement.

11. This Amended and Restated Preservation Easement shall be interpreted broadly in the favor of the City to carry out and give effect to the preservation rights contained herein.

12. This Amended and Restated Preservation Easement shall run with the Property and extend to the City's successors and assigns. Sartore covenants on behalf of itself, its successors and assigns with the City and its successors and assigns to do and refrain from doing, severally and collectively, upon the Property, the various acts specified above; it being agreed that such covenants, estates and interests are and will be for the benefit of the City and its successors and assigns to preserve the architectural and historic characteristics of the Lewis-Syford House, Shed, Carriage House and the Property.

13. For the purposes of furthering the preservation of the Lewis-Syford House, Shed, Carriage House and the Property and to meet changing conditions, Sartore and the City are free to amend the terms of this Amended and Restated Preservation Easement by mutual consent in writing without notice to any other party, and such amendment shall become effective upon recording.

14. Sartore retains all responsibilities and shall bear all costs and liabilities related to ownership, upkeep and maintenance of the Property for the protection of Sartore, the public or any third party from risks relating to the condition of the Property. In that regard, Sartore agrees to keep the Lewis-Syford House, Shed and Carriage House and other improvements located on the Property insured against loss or damage by fire and other risk, casualty and hazards as re customarily covered by property insurance coverage policies in an amount not less than the replacement value thereof, but allowing for reasonable standard deductibles. Sartore further agrees to take out and maintain a commercial general liability insurance policy with a minimum single limit for an one occurrence of $500,000 and an aggregate of $1,000,000. The City shall be named as an additional insured on the commercial general liability policy.

15. Sartore covenants, represents and warrants that Sartore is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Amended and

Restated Preservation Easement; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages or deeds of trust not subordinated to this Amended and Restated Preservation Easement, and that City shall have the use of and enjoy all of the benefits derived from and arising out this Amended and Restate Preservation Easement; and that there is not pending or threatened litigation in any way affecting, involving or relating to the Property.

16. This Amended and Restated Preservation Easement supercedes and replaces the Original Preservation Easement in its entirety.

Executed by Sartore this 13 day of MARCH, 201~~3~~4

Sartore Family Revocable Trust

By: Joel Sartore, Owner
Title:

CITY OF LINCOLN)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 13 day of March, 201~~3~~4, by Joel Sartore, Trustee of the Sartore Family Revocable Trust.

GENERAL NOTARY - State of Nebraska
BECKY S. SAYERS
My Comm. Exp. May 11, 2014

Becky S. Sayers
Notary Public

Executed by City this ___ day of _____, 2013.

City of Lincoln, Nebraska,
a municipal corporation,

_____
Chris Beutler, Mayor of Lincoln

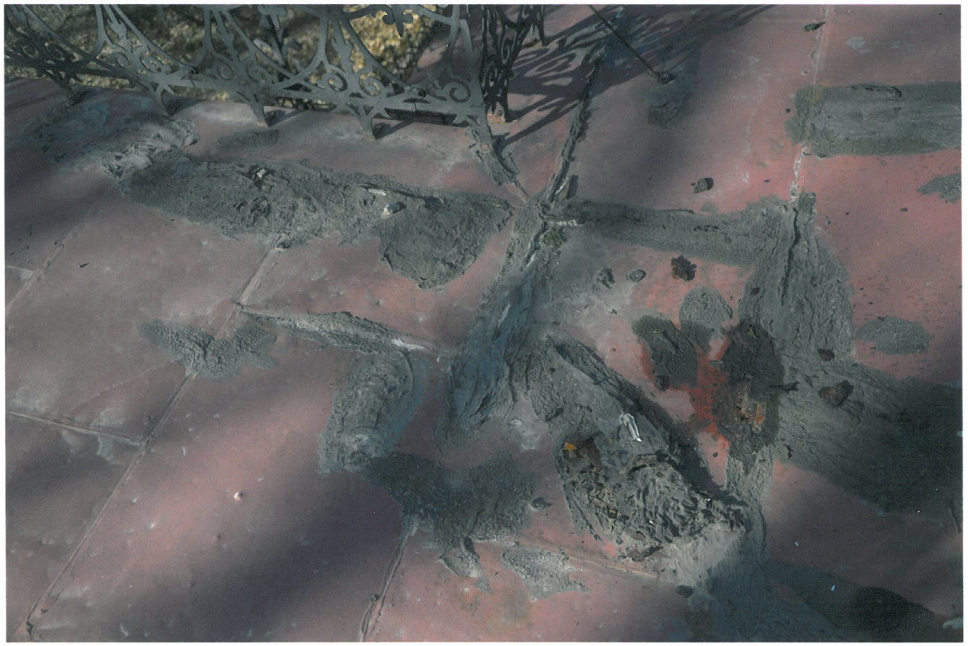
CITY OF LINCOLN)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

_____
Notary Public

Lewis Syford House, Feb. 2013

Lewis Syford Home, Febr. 2013



Lewis-Syford House, March 2013

Lewis-Syford House, March 2013

CITY OF LINCOLN NEBRASKA

LINCOLN-LANCASTER COUNTY
PLANNING DEPARTMENT
555 South 10th Street Suite 213 Lincoln, NE 68508
402-441-7491 fax: 402-441-6377 lincoln.ne.gov

LANCASTER COUNTY NEB
RECEIVED
OCT 31 2013
LAW DEPT.

October 31, 2013

Kathy Sartore
Lewis Syford House, LLC
2733 Sheridan Blvd.
Lincoln, NE 68502

RE: Comprehensive Plan Conformance No. 13011 (Preservation Easement)
Special Permit No. 13047 (Historic Preservation - Lewis-Syford House)

Dear Ms. Sartore:

On October 30, 2013, the Lincoln City-Lancaster County Planning Commission held public hearing on the above-referenced applications and voted 8-0 to adopt Resolution No. PC-01365, finding the proposed preservation easement to be in conformance with the Comprehensive Plan, and voted 8-0 to adopt Resolution No. PC-01366 approving Special Permit No. 13047, with conditions, as set forth in the staff report dated October 18, 2013.

The Planning Commission action on the preservation easement is final as to conformance with the Comprehensive Plan. A copy of the resolution is attached, for your information. When the associated easement agreement has been executed, it will be scheduled for public hearing on the City Council agenda.

The Planning Commission action on Special Permit No. 13047 is final, unless appealed to the City Council by filing a Letter of Appeal with the City Clerk within 14 days of the date of the action by the Planning Commission. The letter of appeal form may be found at http://lincoln.ne.gov/city/plan/dev/forms/cityappeal.pdf. A copy of the resolution is attached for your information. The Letter of Acceptance referenced in the resolution will be sent to the permittee by the City Clerk when the 14-day appeal period has lapsed.

All documentation on these applications may be found on the internet at www.lincoln.ne.gov (Keyword = PATS). Click on the "Selection Screen" under "Featured Links", type in the application number (i.e. CPC13011, SP13047), click on "Search", then "Select". The "Related Documents" are at the bottom of the screen.

Please feel free to contact me if you have any questions or need additional information (402-441-6365) or plan@lincoln.ne.gov.

Sincerely,

Jean Preister

Jean Preister
Administrative Officer

Q:\pc\notif\action letters\2013-14\act103013

cc: Renee Malone, Clinton Neighborhood, 1408 N. 26th Street, 68503
Bob Reeves, Clinton Neighborhood, 3236 Dudley Street, 68503
Judy Zohner, Downtown Neighborhood, 1300 G Street, Unit 304, 68508
Dean Settle, Downtown Neighborhood, 128 N. 13th Street, #404, 68508-1501
Vicki Cover, Hawley Neighborhood, 2610 S Street, 68503
Peggy Struwe, Hawley Area Association, 2240 Q Street, 68503
Tim Francis, Hawley Area Association, 2511 T Street, 68503
Barb Morley, Malone Neighborhood, 700 N. 24th Street, 68503
Ed Patterson, Malone Neighborhood, 700 N. 24th Street, 68503
Annette McRoy, North Bottoms Neighborhood, 1142 New Hampshire, 68508
Rick Peo, Chief Asst. City Attorney
Dennis Bartels, Public Works, Engineering Services
Terry Kathe, Building & Safety

DEVELOPMENT SERVICES CENTER DSC

RESOLUTION NO. PC-01365

Comprehensive Plan Conformity No. 13011

WHEREAS, the Sartore Family Revocable Trust has requested the City of Lincoln to release and exchange that certain Historic Preservation Right between Nebraska State Historical Society Foundation and the City of Lincoln dated August 20, 2008 and filed of record with the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2008044962 for a new permanent preservation easement to conserve and protect the landmark designation of the Lewis-Syford House on property generally located at 700 N. 16th Street and legally described as the Western 175 feet of Lots J and K, Tuttle's Subdivision of Lot 1, Little's Subdivision of the West Half of the Southwest Quarter of Section 24, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska; and

WHEREAS, the City of Lincoln is authorized to accept and hold preservation easements under the terms of the Conservation and Preservation Easement Act (Neb. Rev. Stat. §§ 76-2,111 to 76,2,118); and

WHEREAS, Neb. Rev. Stat. § 76-2,112 requires that, in order to minimize conflicts with land use planning, the proposed preservation easement must be submitted to the Lincoln City - Lancaster County Planning Commission for comments regarding the conformity of the proposed preservation easement to the Lincoln City-Lancaster County Comprehensive Plan prior to acceptance of the easement by the City of Lincoln; and

WHEREAS, the Director of Planning has submitted a request designated as Comprehensive Plan Conformity No. 13011 to find the proposed acquisition of permanent preservation easement by the City of Lincoln to be in conformity with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln City-Lancaster County Planning Commission of Lincoln, Nebraska:

That the Sartore Family Revocable Trust's request for the City of Lincoln to release and exchange the Historic Preservation Right filed of record as Instrument No. 2008044962, and the City of Lincoln's acceptance of a new permanent preservation easement (the "Deed of Architectural Facade and Interim Preservation Easements"), the form of which is attached hereto marked as Attachment "A" and incorporated herein by this reference, to conserve and protect the Lewis-Syford House on the property described above as a designated landmark be and the same is hereby found to be in conformance with the Lincoln City/Lancaster County Comprehensive Plan.

The foregoing Resolution was approved by the Lincoln City-Lancaster County Planning Commission on this 30 day of OCTOBER 2013.

ATTEST:

Chair

Approved as to Form & Legality:

Chief Assistant City Attorney

Attachment "A"

DRAFT

DEED OF ARCHITECTURAL FACADE AND INTERIOR PRESERVATION EASEMENTS

THIS DEED of Architectural Facade and Interior Preservation Easements, made by Sartore Family Revocable Trust, located at 2733 Sheridan Blvd., Lincoln, NE , 68502, hereinafter referred to as "Grantor" to the CITY OF LINCOLN, a municipal corporation in the State of Nebraska, hereinafter referred to as "Grantee."

WITTNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property, more particularly described as follows:

> The west 175 feet of Lots J-K of the subdivision of Lot 1 of S. W. Littles Sub of the SW quarter of 24-1-6 (Tuttle), Lincoln, Lancaster County, Nebraska

which real property is improved with three structures, one located at and commonly known a 700 North 16th Street, hereinafter referred to as "Lewis-Syford House," and two outbuildings located in the rear (east) yard of Lewis-Syford House, hereinafter referred to as "Shed" and "Carriage House";

WHEREAS, the Lewis-Syford House was designated by Grantee as an Historic Landmark on May 7, 2008 by Ordinance No. 19079, and whereas the Lewis-Syford House was listed on the National Register of Historic Places in 1971, as amended in 2007; and

WHEREAS, the Lewis-Syford House is significant in Lincoln's history and culture and constitutes an important element in the architectural cityscape of the City of Lincoln as a rare example of the French Second Empire style and a rare remnant of early private residences in an area now within the University of Nebraska-Lincoln campus, and should be preserved if possible; and

WHEREAS, the Grantee possesses a "Historic Preservation Right" granted in 2008 for the protection of all interior and exterior aspects of the Lewis-Syford House; and

WHEREAS, the Grantee possesses other preservation easements for historic real property in Lincoln such as the Harris House, Phi Delta Theta Fraternity, and the Former U. S. Post Office & Courthouse (Old Federal Building) & Comfort Station; and

WHEREAS, the Grantor wishes to exchange the Historic Preservation Right granted in 2008 for a historic preservation easement modeled on easements possessed by the Grantee for other Lincoln Landmarks; and

WHEREAS, the Grantor is the owner in fee simple of real property and has the legal ability to grant this easement; and

WHEREAS, the Grantee is the holder of a "Historic Preservation Right" granted in 2008

and has the legal ability to exchange that easement for the preservation easement offered by the Grantor, and accept the easement offered by the Grantor by nature of its Home Rule Charter; and

WHEREAS, the State of Nebraska has duly enacted the "Conservation and Preservation Easements Act," Nebraska Revised Statute 76-2,111 through 76-2,117, enabling a governmental body to hold preservation easements; and

WHEREAS, to these ends, the Grantor desires to exchange the 2008 "Historic Preservation Right" and grant this easement, and the Grantee desires to relinquish the 2008 "Historic Preservation Right" and accept this easement.

NOW THEREFORE, in consideration of relinquishing the 2008 "Historic Preservation Right," receipt of which by the Grantor is hereby acknowledged, Grantor does hereby grant and convey unto Grantee irrevocably a historic preservation easement in and to that certain real property known as the Lewis-Syford House and its site, located on property commonly known as 700 North 16th Street, in Lincoln, Nebraska, and legally described as

the west 175 feet of Lots J-K of the subdivision of Lot 1 of S. W. Littles Sub of the southwest quarter of 24-1-6 (Tuttle), Lincoln, Lancaster County, Nebraska

The exterior and the interior features of the Premises referred to below are documented by the photographs taken in 2013 and attached as Exhibit "A."

The terms, conditions, and covenants of the historic preservation easement hereby created, hereinafter sometimes referred to as the "easement," are as follows:

1. Exterior: Grantor shall undertake no alteration, construction, improvement, demolition in whole or in part to any exterior elevation of the Lewis-Syford House, the shed, or the Carriage house without first obtaining the prior written approval of Grantee or its successors in interest or assigns.

2. Interior: Grantor shall undertake no alteration other than maintenance or cosmetic work (e.g., painting, wallpapering, carpeting, refinishing, etc) of the principal staircase, the central hall, and the northwest and the southeast rooms of the main floor of the Lewis-Syford House without first obtaining the prior written approval of Grantee or its successors in interest or assigns.

3. Setting: Grantor shall undertake no alteration of the east, west and the south yards of the property, other than ordinary maintenance, including trimming or removal of dead or diseased vegetation or plant materials that threaten the buildings, without first obtaining the prior written approval of Grantee or its successors in interest or assigns.

4. Proposed restoration, alterations, construction, improvement, or demolition will be reviewed by the Grantee's Historic Preservation Commission, hereinafter sometimes referred to as the "Commission," as established by Chapter 27.57 of the Lincoln Municipal Code, as amended, for compliance with the preservation guidelines established by Ordinance No. 19079 designating the property a Landmark on May 7, 2008, which guidelines are based

on the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Review of proposals will be conducted by the Commission in accordance with the procedures defined in Chapter 27.57 of the Lincoln Municipal Code, as amended, except that the"certificate of allowance" procedure shall not apply.

5. If the Grantee, through the Historic Preservation Commission, agrees to an alteration, improvement, or demolition that permanently changes a significant feature of one of the buildings or the site, the Grantor shall proposed and upon approval of the Grantee, document the feature with high resolution color photographs, before and after the alteration, and submit the recordation to the Grantor and to the Nebraska State Historic Preservation Officer.

6. Grantor agrees, at its own cost and expense, to undertake all normal maintenance and repairs to the exterior elevations and to maintain the interior of the buildings, including the foundation, basement, and mechanical systems in such a manner as to assure the good condition and structural integrity of the exterior elevations.

7. Grantor hereby agrees that representatives and agents of the Grantee shall be permitted at all reasonable times to inspect the Lewis-Syford House and property at 700 North 16th Street. Inspections will ordinarily take place from the public right-of-way; however, Grantor agrees that representatives of the Grantee shall be permitted to enter and inspect the interior of the buildings to ensure maintenance of structural soundness. Inspection of interior spaces will not, in the absence of significant deterioration, take place more often than annually. Inspection of the interiors will be made at times mutually agreed upon by Grantor and Grantee, Grantor covenanting not to withhold unreasonably its consent in determining a date and time for inspection of the interiors.

8. In the event of a violation of any covenant or restriction herein, in addition to any remedies now or hereafter provided by law, Grantee may, following reasonable notice to Grantor, institute a suit to enjoin by temporary restraining order, preliminary injunction, and permanent injunction, such violation and to require the restoration of the Lewis-Syford House to its condition prior to the actions which gave rise to the suit. Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting use of any other remedy or the use of such remedy at any other time.

9. Grantor agrees that restrictions contained in this instrument will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor's fee simple title to the premises or any other possessory interest in the premises, or any part thereof, is divested or conveyed.

10. Grantee shall do and perform at its own cost all actions necessary to the prompt recording of this instrument.

11. This instrument shall be interpreted broadly the effect the transfer or rights and the restrictions on use herein contained.

12. This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the "Grantor," when used herein, shall include all such persons, whether or not such persons have signed this instrument or then having an interest in the premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the premises by reason of a bona fide transfer of full value. Any right, title, interest herein granted to Grantee shall be deemed granted to each successor and assign of Grantee and such following successor and assign thereof.

13. For the purposes of furthering the preservation of the Lewis-Syford House and its site and furthering the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend the terms of this instrument by mutual consent in writing without notice to any other party, and such amendment shall become effective upon recording.

14. Grantor, at its own cost and expense, shall keep the premises insured against casualty loss or damage and liability for injury or damage to persons or property according to terms as may be reasonably required by Grantee. Grantee shall be named as an additional insured party under the liability policy with coverage per person per occurrence of not less than Five Hundred Thousand and No/100 Dollars ($500,000.00).

This instrument, and the covenants and agreements herein contained, shall inure to the benefit and be binding and obligatory upon the successors and assigns of the respective parties. This agreement shall supercede and release the provisions of the prior recorded instrument on the same subject filed as instrument number 08-xxxxx in all respects except that as to operation and effectiveness the Parties agree that the same shall continue without interruption as of the xxth day of xxx, 2008 as if there was a single instrument executed as of that date.

IN WITNESS WHEREOF, Grantor has executed this instrument this ___ day of _____, 2013.

M:\plan\historic\Landmarks\LMARKS\LewisSyford\Draft DEED OF ARCHITECTURAL PRESERVATION EASEMENTJune2013.doc

RESOLUTION NO. PC-01366

SPECIAL PERMIT NO. 13047

WHEREAS, Lewis Syford House LLC has submitted an application designated as Special Permit No. 13047 to allow the single-family dwelling generally located at 700 North 16th Street (the Lewis-Syford House), and legally described as:

> The western 175 feet of Lots J and K of Tuttle's Subdivision of Lot 1 of SW Little's Subdivision, Lincoln, Lancaster County, Nebraska;

to be occupied by up to five unrelated persons; and

WHEREAS, the Lincoln City-Lancaster County Planning Commission has held a public hearing on said application; and

WHEREAS, the community as a whole, the surrounding neighborhood, and the real property adjacent to the area included within the site plan for this use of an historic landmark single-family dwelling to be occupied by up to five unrelated persons will not be adversely affected by granting such a permit; and

WHEREAS, said site plan together with the terms and conditions hereinafter set forth are consistent with the Comprehensive Plan of the City of Lincoln and with the intent and purpose of Title 27 of the Lincoln Municipal Code to promote the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln City-Lancaster County Planning Commission of Lincoln, Nebraska:

That the application of Lewis Syford House LLC, hereinafter referred to as "Permittee", to allow the single-family dwelling on the property described above to be occupied by up to five unrelated persons, be and the same is hereby granted under the provisions of Section 27.63.400 of the Lincoln Municipal Code upon condition that occupancy and use of said single-family dwelling be in substantial compliance with said application, the site plan, and the following additional express terms, conditions, and requirements:

1. This approval permits use of the Lewis-Syford House as a single-family dwelling to be occupied by up to five unrelated persons.

2. Architectural details for alterations to existing buildings and any future new construction alterations to the proposed site plan must be submitted and approved by the Historic Preservation Commission.

3. All privately-owned improvements shall be permanently maintained by the Permittee.

4. The physical location of all setbacks and yards, buildings, parking and circulation elements, and similar matters must be in substantial compliance with the location of said items as shown on the approved site plan.

5. The terms, conditions, and requirements of this resolution shall run with the land and be binding upon the Permittee, its successors and assigns.

6. The Permittee shall sign and return the letter of acceptance to the City Clerk. This step should be completed within 60 days following the approval of the

special permit. The City Clerk shall file a copy of the resolution approving the special permit and the letter of acceptance with the Register of Deeds, filing fees therefor to be paid in advance by the Permittee. Building permits will not be issued until the letter of acceptance has been filed.

The foregoing Resolution was approved by the Lincoln City-Lancaster County Planning Commission on this 30 day of October, 2013.

ATTEST:

Janelle R Rust

Chair

Approved as to Form & Legality:

Rick Peo

Chief Assistant City Attorney

A-84981

Inst # 2008044962 Fri Sep 26 13:47:51 CDT 2008
Filing Fee: $31.00 cposms
Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages 6

ATTACHMENT "A"

No
TUTILE106
55

HISTORIC PRESERVATION RIGHT

THIS DEED OF HISTORIC PRESERVATION RIGHT ("Easement") is made this 20th day of August, 2008, by and between the Nebraska State Historical Society Foundation ("Grantor") and the City of Lincoln, ("Grantee").

WITNESSETH:

WHEREAS the subject real estate is commonly known as the Lewis-Syford House at 700 North16th Street, more particularly described below; and

WHEREAS, the real property is improved with a residence, garage and shed, hereinafter referred to as "Premises;" and

WHEREAS, the Premises has been included in the National Register of Historic Places, a designation maintained by the U.S. Department of the Interior; and

WHEREAS, the Premises has been designated a local landmark under ordinance of the City of Lincoln, Nebraska; and

WHEREAS, the Premises is significant in Nebraska architecture, history and culture; and

WHEREAS, the Grantor is the owner in fee simple of real property and has the legal ability to grant this easement; and

WHEREAS, the grant of this historic preservation easement by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the Premises and its architectural, historical and cultural features; and

WHEREAS, the Grantee has the legal ability to accept this easement by nature of its Home Rule Charter; and

WHEREAS, the Nebraska State Legislature has duly enacted the "Conservation and Preservation Easements Act," Nebraska Revised Statute 76-2,111 through 76-2,117, enabling a governmental body to hold preservation easements; and

WHEREAS, to these ends, Grantor desires to grant to Grantee, and Grantee desires to accept this easement.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which by Grantor is hereby acknowledged, Grantor does hereby grant and convey unto Grantee irrevocably an easement in gross and right in perpetuity, binding on all future owners in any subsequent deed or other legal instrument by which Grantor's fee simple title to the Premises or any other possessory interest in the Premises, or any part thereof, may be divested or conveyed. The real property is described as follows:

Return to:
Teresa @ City Clerk

which real property and appurtenances constitutes the Premises. In furtherance of this grant and conveyance, Grantor and Grantee further covenant and agree as follows:

1. The exterior features of the Premises are documented at the time registered in the National Register of Historic Places. Such registration, dated July 3, 2007 is attached as Exhibit "A." Documentation of the Premises are those depicted in the photographs incorporated therein. Without the express written permission of the Grantee, its successors or assigns, signed by a duly authorized representative thereof, no construction, alteration, improvement, demolition or remodeling shall be undertaken or permitted to be undertaken on the Premises which would affect either the setting, exterior surfaces herein described, or increase the height, or alter the exterior facade (including, without limitation, exterior walls, roofs and chimneys) or the appearance of the buildings located thereon, insofar as they are depicted in the photographs attached hereto and incorporated herein as Exhibit "A," or which would adversely affect the structural soundness of the Premises; provided, however, that the reconstruction, repair, repainting or refinishing of presently existing parts or elements of the lot and buildings subject to this historic preservation easement, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted, so long as such reconstruction, repair, repainting or refinishing is performed in a manner which would not alter the appearance of those elements of the lot or buildings subject to this historic preservation easement as they are as of this date. Grantors may restore to its original condition and appearance the exterior trim and woodwork, to the extent that the original condition and appearance can be determined. In all events, the Grantors agree to obtain the prior written consent of Grantee, its successors or assigns, signed by a duly authorized representative thereof.

2. Without the express written permission of the Grantee, its successors or assigns, signed by a duly authorized representative thereof, no construction, alteration, improvement, demolition or remodeling shall be undertaken or permitted to be undertaken which would affect its interior features documented at the time registered in the National Register of Historic Places. The reconstruction, repair, repainting or refinishing of presently existing parts or elements of the interior subject to this historic preservation easement, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted, so long as such reconstruction, repair, repainting or refinishing is performed in a manner which would not alter the appearance of those elements of the house subject to this historic preservation easement as they are as of this date. Grantors may restore to its original condition and appearance the interior trim and woodwork, to the extent that the original condition and appearance can be determined. In all events, the Grantors agree to obtain the prior written consent of Grantee, its successors or assigns, signed by a duly authorized representative thereof.

3. Proposed restoration, alterations, construction, improvement, and landscaping will be reviewed by the Grantee's Historic Preservation Commission, as established by Chapter 27.57 of the Lincoln Municipal Code, as amended, for compliance with the "Secretary of the Interior's Standards for Rehabilitation" and "Guidelines for Rehabilitating Historic Buildings." In the event of a conflict, however, this easement shall govern.

4. Grantor agrees, at its own cost and expense, to undertake all normal maintenance and repairs and will at all times maintain the Premises in a good and sound state of repair and structural integrity.

5. The Premises shall be used only according to appropriate zoning and special permit process(es) of City of Lincoln ordinance(s) and consistent with this Easement.

6. The Premises shall not be subdivided, nor shall it ever be devised or conveyed except as a unit.

7. No erection of new structures shall be permitted, except that in the event of damage resulting from casualty loss to an extent rendering repair or reconstruction of the existing improvements impracticable, erection of a new structure of comparable size, scale, materials, and setting shall be permitted.

8. No utility transmission lines, except those required for the existing residence, garage and shed, may be created on the Premises.

9. No dumping of ashes, sawdust, bark, trash, rubbish or any other unsightly or offensive materials which are visible from public roads or streets shall be permitted on the Premises.

10. No topographical changes, including but not limited to excavation, land leveling, and the cutting of trees greater than eight inches in diameter (except when dead or dangerously decayed), shall occur upon the property without written permission of the Grantee.

11. Nothing may be erected on the Premises which would obscure the view from street level of any part of the facades shown in Exhibit A, except for temporary structures, such as scaffolds needed to assist workmen, and except for vegetation of the quantity (with allowance for managed growth) and type now on the Premises.

12. Grantor hereby agrees that representatives and agents of Grantee shall be permitted at all reasonable times to inspect the Premises. Inspections will normally take place from the street; however, Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the exterior and interior upon reasonable advance notice to Grantor. Inspection of the interior will not, in the absence of evidence of noncompliance with any covenant or restriction herein, take place more often than annually. Inspection will be made at times mutually agreed upon by Grantor and Grantee, but Grantor covenants not to withhold unreasonably its consent in determining a date and time for inspection of the interior.

13. In the event of a violation of any covenant or restriction herein, in addition to any remedies now or hereafter provided by law:

(a) Grantee may, following reasonable notice to Grantor, institute a suit to enjoin by temporary restraining order, preliminary injunction, and permanent injunction, such violation and to require the restoration of the Premises to its condition prior to the actions which gave rise to the suit; or

(b) Representatives of Grantee may enter upon the Premises, correct any such

violation, hold Grantor responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Premises.

Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including court costs and architect's fees. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

14. Grantor agrees that restrictions contained in this instrument will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor's fee simple title to the Premises or any other possessory interest in the Premises, or any part thereof, is divested or conveyed.

15. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument among the land records of the County of Lancaster, State of Nebraska, in the Office of the Register of Deeds.

16. This instrument is executed in five counterparts, each page of which (excluding exhibits) has been initialed by Grantor and Grantee for purposes of identification. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided above, each counterpart shall constitute the agreement of the parties. Immediately after execution thereof, one counterpart shall be held by each of Grantor, Grantee, the preparer of this instrument, the Nebraska State Historical Society and one counterpart shall be recorded as provided above.

17. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument and this instrument shall be interpreted broadly to effect the transfer of rights and the restrictions on use herein contained.

18. This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have an interest in the Premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Premises by reason of a bona fide transfer for full value. Any right, title or interest herein granted to Grantee shall be deemed granted to each successor and assign of Grantee and such following successor and assign thereof.

19. Transfer of development rights shall not be exercisable on, above, or below the Premises during the term of this instrument.

20. The following provisions shall govern the effectiveness, interpretation and duration of this instrument.

(a) This instrument is effective only after recording among the land records of the

other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend the terms of this instrument by mutual consent in writing without notice to any other party, and such amendment shall become effective upon recording.

21. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, utility charges and other charges which may become a lien on the Premises.

22. Grantor at its expense shall keep the Premises insured against casualty loss or damage and against liability for injury or damage to persons or property according to terms as may be reasonably required by Grantee. Grantee shall be named as an additionally insured party under the liability policy.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Deed of Historic Preservation Right to be executed, sealed and delivered; and Grantee has caused this instrument to be accepted, sealed and executed.

Steven E. Guenzel, President
Grantor

Chris Beutler, Mayor of Lincoln
Grantee

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steven E. Guenzel, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that as President of the Nebraska State Historical Society Foundation, Grantor, signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given my hand and official seal, this 18th day of June, 2008.

GENERAL NOTARY-State of Nebraska
MALISSA THONGDY
My Comm. Exp. Dec. 21, 2011

Malissa Thongdy
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

I, the undersigned, a Notary Public appointed in Lancaster County for the State of Nebraska, do hereby certify that Chris Beutler, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and severally acknowledged that as Mayor of the City of Lincoln, Grantee, signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given my hand and official seal this 20th day of August, 2008.

GENERAL NOTARY - State of Nebraska
JOAN E. ROSS
My Comm. Exp. Dec. 20, 2009

Joan E. Ross
Notary Public