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Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages: 22

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RETURN TO: Robert L. Nefsky, Esq.
REMBOLT LUDTKE LLP
1128 Lincoln Mall, Suite 300
Lincoln, NE 68508

TITLE OF DOCUMENT: HAYMARKET IMPROVEMENTS EASEMENT AND
MAINTENANCE AGREEMENT

FULL & COMPLETE LEGAL DESCRIPTION:

Lot 1, The Arts and Humanities Block Addition, Lincoln, Lancaster County, Nebraska.

NO
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36699.005/4826-7650-2329, v. 1

**HAYMARKET IMPROVEMENTS
EASEMENT AND MAINTENANCE AGREEMENT**

This Haymarket Improvements Easement and Maintenance Agreement ("Agreement") is made and given on September 27, 2016, by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation in the State of Nebraska ("City), and **BLOCK 21, L.L.C.**, a Utah limited liability company and its successors and assigns ("Redeveloper").

Whereas, the Redeveloper and the City have executed and delivered the City of Lincoln Redevelopment Agreement (North Haymarket Arts and Humanities Phase II) ("Redevelopment Agreement") which is filed as Instrument Number 2011018077 in the Lancaster County Register of Deeds Office. The Redevelopment Agreement provides for the redevelopment of certain private and public improvements in the south half (S1/2) of Block 21, Original Plat, Lincoln, Lancaster County, Nebraska and the abutting public right-of-ways;

Whereas, Redeveloper has a leasehold interest in the real property legally described as Lot 1, The Arts and Humanities Block Addition, Lincoln, Lancaster County, Nebraska, hereinafter referred to as the "Redeveloper Property". The Redeveloper has constructed a hotel and related improvements ("Private Improvements") on the Redeveloper Property. The Private Improvements' exterior façade ("Facade Upgrade")

has been improved with brick and other related materials. The City finds the Facade Upgrade in harmony with the historic Haymarket Landmark District;

Whereas, the Redeveloper has constructed a plaza ("A & H Plaza") on a portion of the Redeveloper Property as shown on Exhibit "1". The A & H Plaza is an open space area that has been improved for use by the general public, the user of the Private Improvements, and the University of Nebraska. The City finds the A & H Plaza in harmony with the historic Haymarket Landmark District;

Whereas, the Facade Upgrade and A & H Plaza are sometimes collectively referred to herein as "Haymarket Improvements";

Whereas, the Redeveloper gives this Haymarket Improvements Easement and Maintenance Agreement to the City to assist in the maintenance and preservation of the Haymarket Improvements and enhance and strengthen the urban fabric and the relationship between the historic Haymarket Landmark District and Block 21; and

Whereas, it is the specific intention of the parties hereto to specifically exclude the interior and other parts of the Private Improvements from this Agreement.

The City and Redeveloper agree as follows:

1. Completion of the Haymarket Improvements. The Redeveloper has completed the implementation of the Haymarket Improvements pursuant to the terms of the Redevelopment Agreement.

2. Façade Easement. Redeveloper hereby conveys to the City a facade easement over the exterior façade of the Private Improvements located on the Redeveloper Property. It is agreed by and between Redeveloper and City that the Facade Upgrade as shown on the design drawings of the façade (or depicted in the pictures) attached hereto as Exhibit “2”, is the facade that shall be maintained on the Private Improvements located upon the Redeveloper Property during the term of this Agreement.

3. A & H Plaza Easement. Redeveloper hereby conveys to the City a maintenance and preservation easement over the A & H Plaza located on the Redeveloper Property. It is agreed by and between Redeveloper and City that the A & H Plaza as shown on A & H Plaza Drawing (or are depicted in the pictures) attached hereto as Exhibit “1”, is the plaza area to be maintained on the Redeveloper Property during the term of this Agreement.

4. Additional Agreements. The Redeveloper agrees to do (or refrain from doing, as the case may be) each of the following:

- (a) The Redeveloper shall not demolish, remove or raze the Haymarket Improvements, without the prior written consent of the City Director of the Urban Development Department;
- (b) The Redeveloper shall not undertake or allow to be undertaken any changes to the Haymarket Improvements including any of the following without the prior written consent of the City Director of

the Urban Development Department: any material change in the Haymarket Improvements including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Haymarket Improvements; any significant reconstruction, repair, repainting or refinishing of the designated feature that alters its state from the existing condition, wear and tear excepted.

- (c) This subsection shall not include ordinary or necessary maintenance as covered by Paragraph 6 below.

5. Director's Response. Within ten (10) days after Redeveloper requests permission to make a change, written consent or refusal to allow the change, along with reasons, shall be delivered by the City Director of the Urban Development Department to the Redeveloper.

6. Maintenance. Redeveloper agrees that it shall perform ordinary maintenance on the Haymarket Improvements to maintain their appearances and structural soundness and prevent any deterioration of the Haymarket Improvements in a commercially reasonable manner. The Redeveloper shall not have to notify the City that maintenance is going to be performed.

7. Specification of Work. In the event the Redeveloper is required to seek the consent of the City, the Redeveloper shall give the City copies of the plans, designs, elevations, specifications, and documents relating to the change or work, including

specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

8. Insurance. Redeveloper, at its expense, shall (i) keep the Haymarket Improvements insured under a standard form of insurance policy against loss or damage resulting from fire and other perils normally insured under a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Nebraska and (ii) carry and maintain comprehensive public liability insurance in the amount of One Million Dollar (\$1,000,000). The public liability policy shall name the City as an additional insured as to the Haymarket Improvements only and shall provide for not less, than thirty (30) days prior written notice to the City by the insurer of any proposed cancellation of any such insurance. The Redeveloper shall deliver to the City a certificate of insurance prior to the recording of this Agreement and, on renewal, a new certificate shall be sent to the City.

9. Casualty Damage. In the event that the Haymarket Improvements or any part thereof shall be damaged by fire or other casualty, then the proceeds of the insurance required to be carried pursuant this Agreement and Redeveloper's funds shall be applied to reconstructing the Haymarket Improvements. If the Haymarket Improvements are damaged to such an extent that the Redeveloper determines that reconstruction is not feasible and provides the City with a statement from an

independent engineer to the same effect, then this Agreement shall be void and of no further force and effect.

10. Inspection. The City shall be permitted to inspect the Haymarket Improvements at reasonable times and upon proper advance notice to the Redeveloper for the purpose of determining conformance with this Agreement.

11. Remedies. In the event of any default in performance of this Agreement by the City or Redeveloper, the party in default shall, upon written notice from the other, proceed immediately to cure or remedy such default within thirty (30) days after receipt of notice. However, if the default cannot, in the exercise of reasonable diligence, be cured within thirty (30) days, then the defaulting party shall commence efforts to cure and shall diligently continue to cure the default. In the default is not cured, the non-defaulting party may institute any proceedings which may be necessary to cure and remedy the default. The parties shall have the right to institute actions or proceedings as they may deem necessary to enforce this Agreement. Any delay in instituting any action or otherwise asserting rights under this Agreement shall not operate as a waiver of rights or limit rights in any way.

12. Provisions Run With the Land. This Agreement shall run with the Redeveloper Property and shall inure to and bind the parties and their successors in interest. This Agreement or a Memorandum hereof shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the Redeveloper's Property, at the City's expense.

13. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall be disregarded in interpreting any of its provisions.

14. Severance and Governing Law. Invalidation of any provision of this Agreement by judgment or court order shall not affect any other provisions which shall remain in full force and effect. This Agreement shall be construed and governed by the laws of Nebraska.

15. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

16. Counterparts. This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

17. Compliance With Applicable Ordinances. Except as provided in this section, nothing contained in this Agreement shall be interpreted to authorize or permit Redeveloper to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any ordinance and the terms of this Agreement, the ordinance shall prevail and the Redeveloper shall promptly notify the City of the conflict.

18. Notices and Demands. A notice under this Agreement by a party to the other party shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to Redeveloper at (i) General

Counsel, 2733 East Parleys Way, Suite 300, Salt Lake City, UT 84109 and (i) 440 North 8th Street, Lincoln, NE 68528, with a copy to Seacrest & Kalkowski PC LLO, 1111 Lincoln Mall, Suite 350, Lincoln, NE 68508; and to the City at Mayor's Office, 555 South 10th Street, Lincoln, NE 68508, with a copy to City Attorney's Office, 575 South 10th Street, Lincoln, NE 68508, or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this section.

19. Transfer of Development Rights. Nothing contained in this Agreement shall be interpreted to limit Redeveloper's right or ability to transfer any development or other rights which may exist at any time in the future.

20. Condemnation. In the event that any governmental authority institutes a suit by virtue of eminent domain, or other similar proceedings for any public or quasi-public or other use against all or a portion of the Haymarket Improvements, this Agreement shall immediately terminate on that portion of the property only.

21. Public Use and Access. Notwithstanding any contrary provision herein, the City and the public shall not have the right of access to the Redeveloper Property; provided that, the City will have the right to use the A & H Plaza, without charge for up to fifteen (15) days per year for events formally sponsored by the City. The events formally sponsored by the City are subject to the schedules for the Redeveloper and its tenants, guests and invitees for the A & H Plaza and will be scheduled by the Redeveloper on a first-come first-served basis and confirmed in writing to the City in

advance. After each event formally sponsored by the City, the City and its sponsoring entity at their expense, shall be responsible to immediately clean up and remove all trash and event items and restore the A & H Plaza to its pre-event condition. The Redeveloper may adopt reasonable rules and regulations regarding the use of the A & H Plaza after said rules and regulations are reviewed and approved by the City Attorney for the City. The Redeveloper Property, including the A & H Plaza, is and shall at all times remain the private property of the Redeveloper and shall not be deemed to create or constitute a public forum, limited or otherwise. The Redeveloper shall have no obligation to allow the general public to view the interior of the Private Improvements.

22. Right to Use of the Premises. The Redeveloper reserves for itself, its successors, assigns, mortgagees and lessees the right to continue to use and occupy the Redeveloper Property for all lawful purposes not inconsistent with this Agreement and the City agrees to sign any and all documents (including not by way of limitation, any and all future leases or mortgages) Redeveloper shall at anytime and from time to time request to further such end or purpose and not inconsistent with this Agreement.

23. Expiration of Agreement. Unless otherwise stated in this Agreement, this Agreement shall expire upon expiration of the Tax Increment Period, or retirement of the TIF Bond, whichever first occurs as defined in the Redevelopment Agreement.

24. Amendment. For purposes of furthering the preservation of the Haymarket Improvements and of furthering the other purposes of this Agreement and to meet the changing conditions, Redeveloper and the City are free to amend this

instrument from time to time by mutual consent in writing and such amendment shall become effective upon its signing.

IN WITNESS WHEREOF, on the date first shown above, Redeveloper and the City have signed this Agreement.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

Terran J. Meier
City Clerk

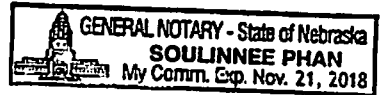


By: *Chris Beutler*
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27th day of September, 2016, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Soulinnee Phan
Notary public




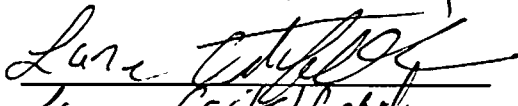
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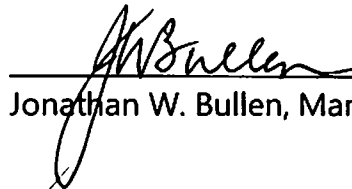
By: WOODBURY STRATEGIC PARTNERS FUND, LP, a Delaware limited partnership, Its Manager

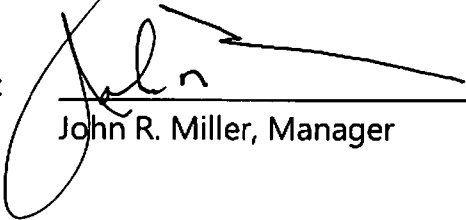
By: WSP TRUFFLES L.L.C., a Delaware limited liability company, Its General Partner

By: WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, Its Manager

By: 
Randy Woodbury, Manager

By: 
Lane Erickson, Manager

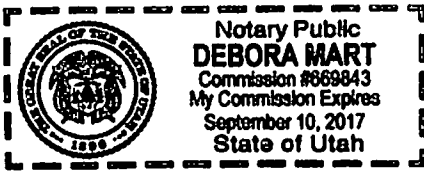
By: 
Jonathan W. Bullen, Manager

By: 
John R. Miller, Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 21st day of September 2016, before me personally appeared O. Randall Woodbury, to me personally known, who being by me duly sworn did say that he is a Manager of WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, known to be the Manager of WSP TRUFFLES L.L.C., a Delaware limited liability company, known to be the General Partner of WOODBURY STRATEGIC PARTNERS FUND, L.P. a Delaware limited partnership, Manager of BLOCK 21 L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Handwritten Signature]

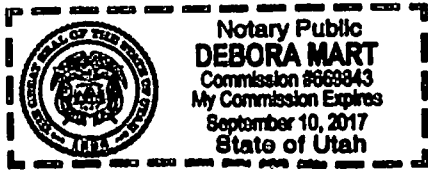
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 21st day of September 2016, before me personally appeared Lane Critchfield, to me personally known, who being by me duly sworn did say that he is a Manager of WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, known to be the Manager of WSP TRUFFLES L.L.C., a Delaware limited liability company, known to be the General Partner of WOODBURY STRATEGIC PARTNERS FUND, L.P. a Delaware limited partnership, Manager of BLOCK 21 L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me

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that such company executed the within instrument pursuant to its Operating Agreement.

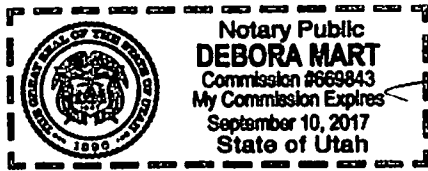


[Handwritten Signature]

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 27th day of September 2016, before me personally appeared JONATHAN W. BULLEN, to me personally known, who being by me duly sworn did say that he is a Manager of WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, known to be the Manager of WSP TRUFFLES L.L.C., a Delaware limited liability company, known to be the General Partner of WOODBURY STRATEGIC PARTNERS FUND, L.P. a Delaware limited partnership, Manager of BLOCK 21 L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Handwritten Signature]

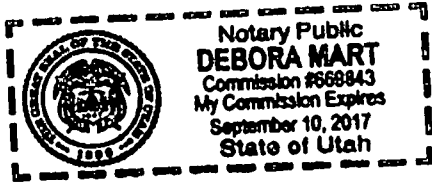
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 27th day of September 2016, before me personally appeared JOHN R. MILLER, to me personally known, who being by me duly sworn did say that he is a Manager of WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, known to be the Manager of WSP TRUFFLES L.L.C., a Delaware limited liability company, known to be the General Partner of WOODBURY STRATEGIC PARTNERS FUND, L.P. a Delaware limited

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partnership, Manager of BLOCK 21 L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



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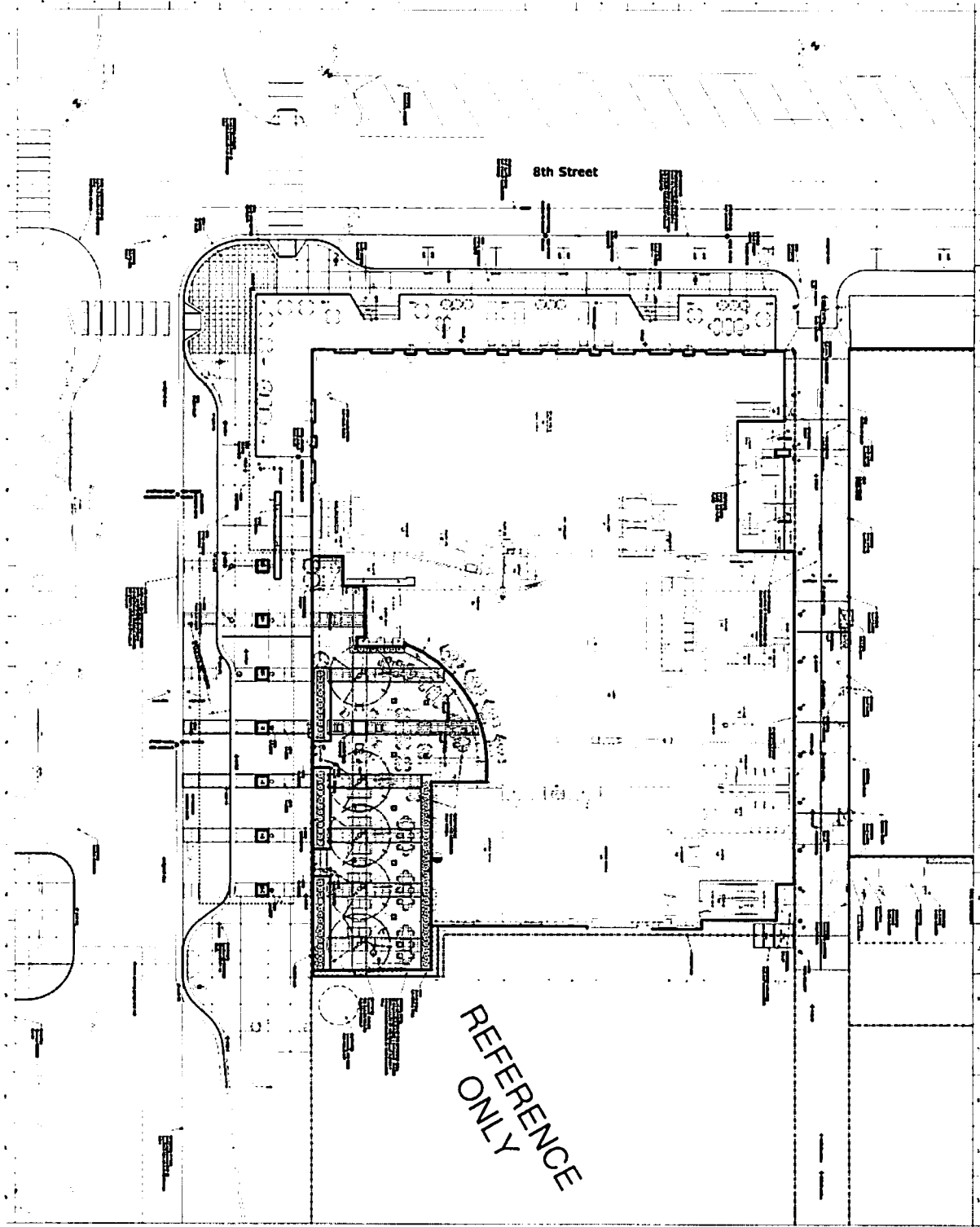
Notary Public

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Exhibit "1"

A & H Plaza Drawings





REFERENCE
ONLY

 AC1.2
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 Site Plan
 A & M Plaza

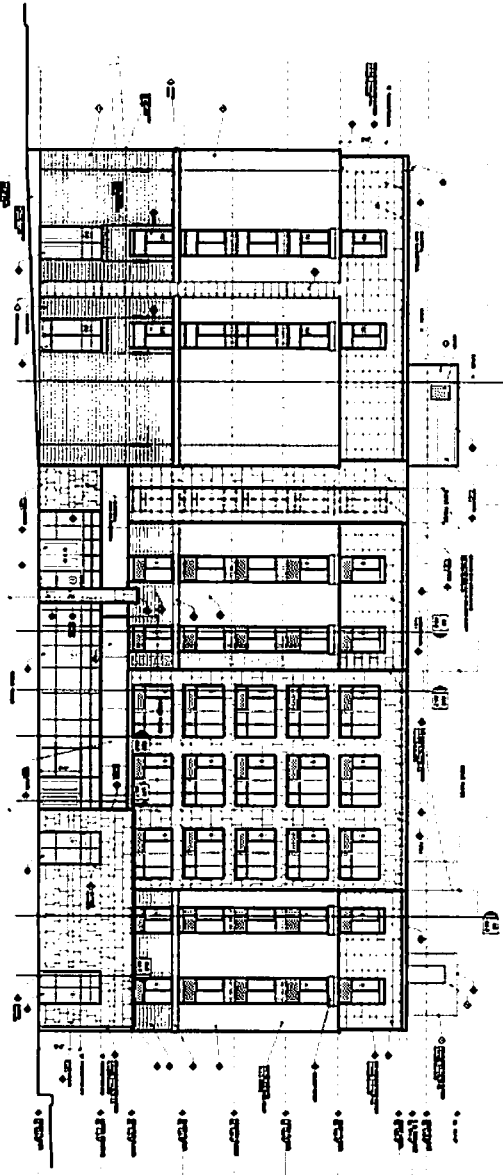

Block 21
 North Arrow
 Site Plan
 A & M Plaza
 Legend

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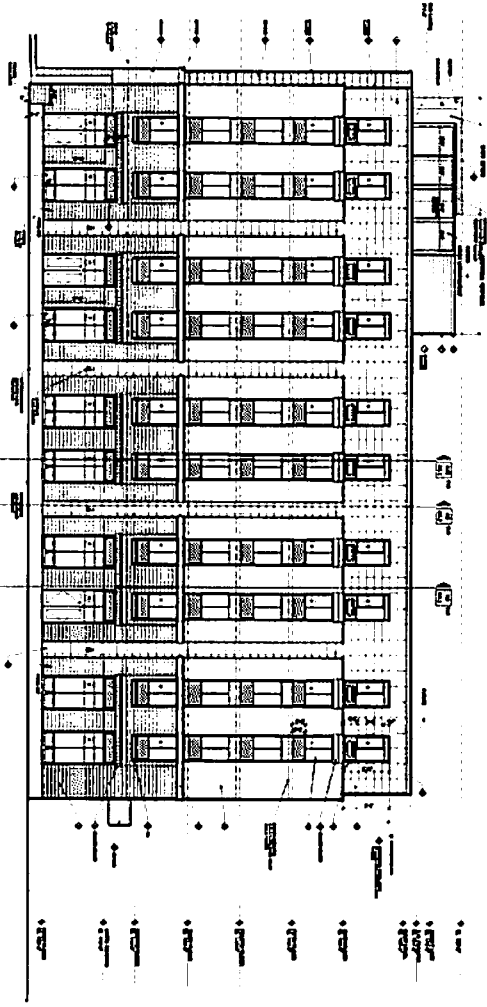
Exhibit "2"

Facade Upgrade Drawings

A1 SOUTH ELEVATION



U1 WEST ELEVATION



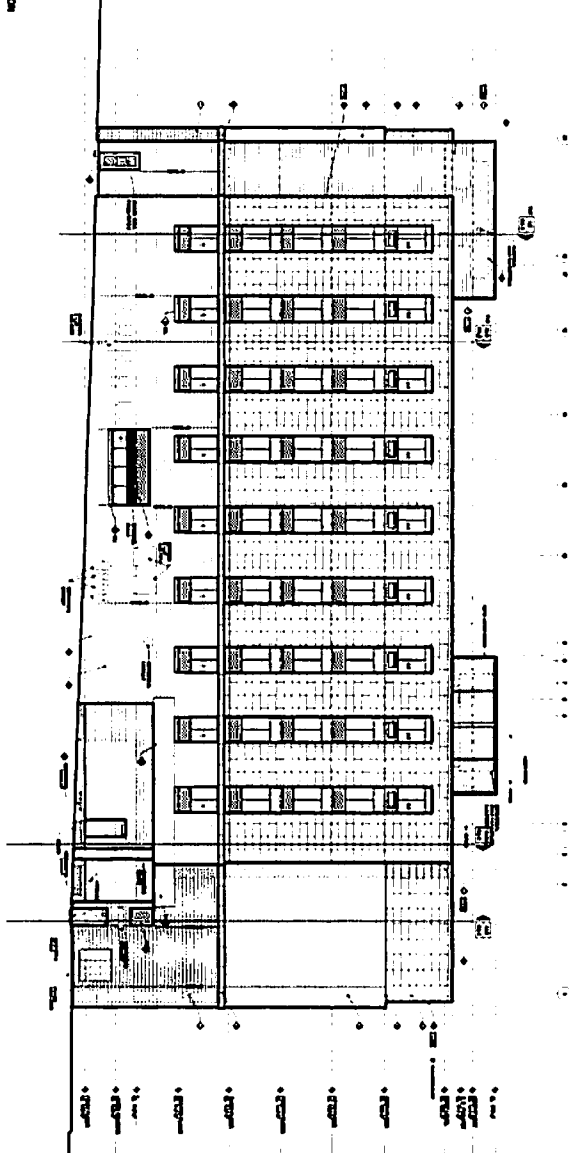
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A3.1

S&H HOTEL
 201 N. STREET
 CHICAGO, ILL.
 ARCHITECTS
 100 N. LAUREL STREET
 CHICAGO, ILL.



41 NORTH ELEVATION



15 EAST ELEVATION AT DOCK



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- 92 1/2" DIA. STEEL
- 93" DIA. STEEL
- 93 1/2" DIA. STEEL
- 94" DIA. STEEL
- 94 1/2" DIA. STEEL
- 95" DIA. STEEL
- 95 1/2" DIA. STEEL
- 96" DIA. STEEL
- 96 1/2" DIA. STEEL
- 97" DIA. STEEL
- 97 1/2" DIA. STEEL
- 98" DIA. STEEL
- 98 1/2" DIA. STEEL
- 99" DIA. STEEL
- 99 1/2" DIA. STEEL
- 100" DIA. STEEL

A3.3



UNIVERSITY OF VIRGINIA
SCHOOL OF ARCHITECTURE
1000 CAMPUS DRIVE
CHARLOTTESVILLE, VA 22904

SCALE: 1/8" = 1'-0"

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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