



Return the Original to:
City Attorney's Office
Attention: Tim Sieh
555 South 10th Street
Lincoln, NE 68508

FAÇADE EASEMENT AGREEMENT

THIS FAÇADE EASEMENT AGREEMENT (the "Agreement") is made as of this 19th day of January, 2018 by and between Cas-Neb-neda, LLC, a Nebraska limited liability company and its successors and assigns (collectively "Cas-Neb-neda"), Lincoln Commercial Club, LLC, a Nebraska limited liability company and its successors and assigns (collectively "Lincoln Commercial Club"), Commercial Club Enterprises, LLC, a Nebraska limited liability company and its successors and assigns (collectively "Enterprises"), 200 & 216 N. 11th Street Condominium Association, Inc., a Nebraska nonprofit corporation ("Association") and the City of Lincoln, Nebraska, a municipal corporation (hereinafter referred to as "Grantee").

Cas-Neb-neda, Lincoln Commercial Club, and Enterprises are sometimes hereinafter referred to individually as "Redeveloper" and collectively as "Redevelopers". Redevelopers and Association are sometimes hereinafter referred to individually as "Grantor" and collectively as "Grantors".

RECITALS

A. Lincoln Commercial Club owns certain real estate located in Lincoln, Lancaster County, Nebraska, legally described as (individually and collectively referred to herein as "Lincoln Commercial Club Condo Unit"):

Units S100 and S200, 200 & 216 N. 11th Street Condominium, a condominium property regime organized and existing under the laws of the State of Nebraska, pursuant to the Declaration of 200 & 216 N. 11th Street Condominium, recorded December 26, 2017 as Inst. No. 2017 053599.

B. Enterprises owns certain real estate located in Lincoln, Lancaster County, Nebraska, legally described as (individually and collectively referred to herein as "Enterprises Condo Unit"):

Unit S300-400, 200 & 216 N. 11th Street Condominium, a condominium property regime organized and existing under the laws of the State of Nebraska, pursuant to the Declaration

No
April 11, 2018

of 200 & 216 N. 11th Street Condominium, recorded December 26, 2017 as
Inst. No. 2017 053599.

C. Cas-Neb-neda owns certain real estate located in Lincoln, Lancaster County, Nebraska legally described as (individually and collectively referred to herein as "**Kindler Condo Unit**"):

Unit N100, 200 & 216 N. 11th Street Condominium, a condominium property regime organized and existing under the laws of the State of Nebraska, pursuant to the Declaration of 200 & 216 N. 11th Street Condominium, recorded December 26, 2017 as Inst. No. 2017 053599.

D. Lincoln Commercial Club Condo Unit, Enterprises Condo Unit and Kindler Condo Unit are individually and collectively referred to herein as "**Property**".

E. Redevelopers and Grantee entered into a Redevelopment Agreement (11th & P Hotel & Lincoln Commercial Club Redevelopment Project), dated as of May 4, 2017 between the Redevelopers and the Grantee as the City, as evidenced by a Memorandum of the Redevelopment Agreement and Use Restrictions, dated as of the 4th day of May, 2017 between the Redevelopers and Grantee and recorded as Instrument No. 2017-023123 in the office of the Register of Deeds for Lancaster County, Nebraska (the "**Redevelopment Agreement**") for the redevelopment and renovation of the Property.

F. Pursuant to the Redevelopment Agreement, to ameliorate and prevent the recurrence of the blighted and substandard conditions of the Property and to enhance the aesthetics of the mixed-use building constructed on the Property (the "**Private Improvements**"), Redevelopers agreed to make and/or restore certain improvements to the vertical exterior façades of the Private Improvements (the "**Façades**") for the benefit of the public. Under the Redevelopment Agreement, Redevelopers are receiving tax increment financing from Grantee to make certain public improvements to the Façades. The Façades are limited common elements under the terms of the Declaration of the Lincoln Commercial Club/Kindler Condominium, recorded on December 26 2017 as Instrument Number 2017 053599, records of Lancaster County, Nebraska ("**Declaration**") and are managed by the Association of which the Redevelopers are the sole members of the Association.

G. This Agreement sets forth the parties' rights and obligations with respect to the Façades.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Grantor and Grantee do now hereby agree as follows:

1. Façades. In consideration of the benefits received by Grantors under the Redevelopment Agreement, Grantors hereby agrees to subject the façades of the Property to the restrictions described herein.

2. Façade Restrictions. Grantors agree to observe and comply with the following restrictions:

a. Grantors shall not demolish, remove or raze the Façades during the term of this Agreement.

770
200 & 115th St

b. Grantors shall not undertake, or allow to be undertaken, any material changes to the Façades, without the express written consent of Grantee. Changes to the Façades include, but are not limited to:

(i) Any material change in the Façades, 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 Façades;

(ii) Any significant reconstruction, repair, repainting or refinishing of any Façades feature that alters its state from the existing condition.

c. This section shall not preclude Grantor from implementing any ordinary or necessary maintenance as set forth in Section 3 below or permitted signage.

3. Façade Maintenance. Grantors shall perform all ordinary and/or necessary maintenance, repairs and replacement on the Façades to maintain its appearance and structural soundness and to prevent any deterioration of the Façades.

4. Specification of Work. In the event any Grantor desires to make any material changes to the Façades, said Grantor shall give Grantee 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.

5. Casualty Damage. In the event that the Private Improvements or any part thereof shall be damaged by fire or other casualty, then Grantor(s) shall use reasonable effort to reconstruct the Façades to the condition required under this Agreement. If the Private Improvements is damaged to such an extent that Grantor(s) determines that reconstruction of said Private Improvements are not feasible and provides Grantee with a statement from an independent engineer to the same effect, then this Agreement shall be void and of no further force or effect with respect to said Private Improvements.

6. Inspection. Grantee shall be permitted to have reasonable access to the Property to inspect the Façades for the purpose of determining conformance with this Agreement.

7. Term. The term of this Agreement shall be fifteen (15) years from the date of completion of the improvements to the Façades. Provided, however, this Agreement shall terminate at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

8. Public Access. Grantors acknowledge and agree that the general public shall have the regular and substantial opportunity to view the Façades from the streets, sidewalks and other property near the Private Improvements. Grantors shall have no obligation under this Agreement to allow the general public to view the interior of the Private Improvements.

9. Indemnification. Grantors shall defend, indemnify and hold Grantee harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorney's fees to the extent permitted by law), resulting from actions or claims by third parties or defaults under this Agreement by Grantors arising out of the conveyance of or possession of the Façade Easement.

10. Binding Effect. This Agreement shall be appurtenant to and run with the Property. The grant of this easement shall be binding upon the heir, executors, administrators, successors and assigns of Grantor.

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

This Façade Easement Agreement is effective as of the date first stated above.

[SIGNATURE PAGE FOLLOWS]

Executed by Cas-Neb-neda this 23 day of August, 2017.

“Cas-Neb-neda” and “Grantor”

Cas-Neb-neda, LLC, a Nebraska limited liability company

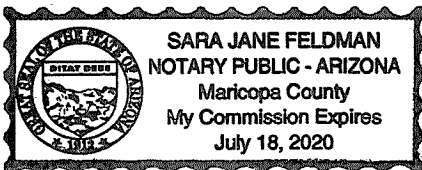
By: *N.B.C.*
Nicolas B. Castaneda, Manager

STATE OF Arizona)
COUNTY OF Maricopa) ss.

The foregoing instrument was acknowledged before me this 23 day of August, 2017 by Nicolas B. Castaneda, Manager of Cas-Neb-neda, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Sara Jane Feldman
Notary Public


(Seal)

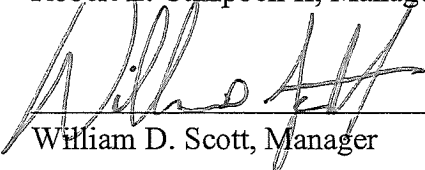


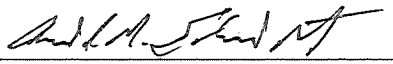
Executed by Lincoln Commercial Club this _____ day of _____, 201__.

“Lincoln Commercial Club” and “Grantor”

Lincoln Commercial Club, LLC, a Nebraska limited liability company

By: 
Robert E. Campbell II, Manager

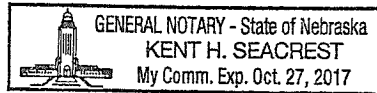
By: 
William D. Scott, Manager


By: 
David M. Schmidt, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25 day of August, 2017 by Robert E. Campbell II, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)

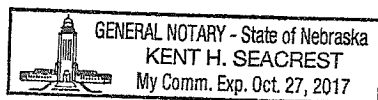



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25 day of August, 2017 by William D. Scott, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of August, 2017 by David M. Schmidt, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Kent Seacrest

Notary Public

(Seal)



Executed by Enterprises this _____ day of _____, 201__.

“Enterprises” and “Grantor”

Commercial Club Enterprises, LLC, a
Nebraska limited liability company

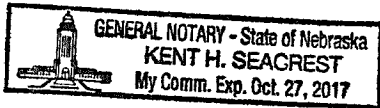
By: *Donald Miller Campbell*
Donald Miller Campbell, Manager

STATE OF Nebraska)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this ____ day of August 22, 2017 by Donald Miller Campbell, Manager of **Commercial Club Enterprises, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Kent Seacrest
Notary Public


(Seal)



Executed by Association this _____ day of _____, 201__.

“Association” and “Grantor”

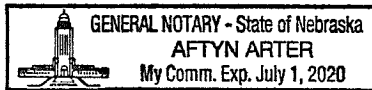
200 & 216 N. 11th Street Condominium Association, Inc., a Nebraska nonprofit corporation

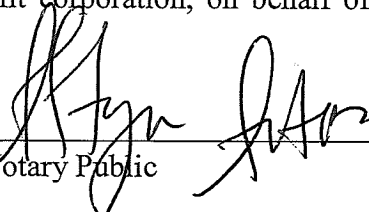
By: 
David Schmidt, President

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

The foregoing instrument was acknowledged before me this 28 day of August, 2017 by David Schmidt, President of the 200 & 216 N. 11th Street Condominium Association, Inc., a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

(Seal)




Notary Public

“Grantee”

THE CITY OF LINCOLN, Nebraska,
a municipal corporation

Attest:
City Clerk

Teresa J. Meier



By:

Chris Beutler

Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of January, ~~2017,~~ ²⁰¹⁸

(Seal)



Monet McCullen
Notary Public

7000



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1/12/18/law/km

CITY OF LINCOLN
EXECUTIVE ORDER

NO. -- 091442

**BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of
Lincoln, Nebraska:**

The attached Façade Easement Agreement between Cas-Neb-neda, LLC, Lincoln Commercial Club, LLC, Commercial Club Enterprises, LLC, and the City of Lincoln, Nebraska, is hereby approved and I have executed the same on behalf of the City of Lincoln, Nebraska.

The City Clerk is directed to return one original of this Executive Order and one original of the Façade Easement Agreement to Tim Sieh, City Attorney's Office, for transmittal to the parties.

1-19-18

Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

Assistant City Attorney

Urban Development