



3400

Exhibit I

Return the original to:  
Urban Development Department  
555 South 10<sup>th</sup> Street, Ste.  
Lincoln, NE 68508

**FAÇADE EASEMENT AGREEMENT**

(1040 O Street Building)

THIS FAÇADE EASEMENT AGREEMENT (the "Agreement") is made this 4<sup>th</sup> day of March, 2021 by and between BIC DEVELOPMENT, LLC, a Nebraska limited liability company ("Grantor"), and the City of Lincoln, Nebraska, a municipal corporation in the State of Nebraska ("Grantee").

RECITALS

- A. Grantor owns certain real estate located in Lincoln, Lancaster County, Nebraska, legally described on the attached Attachment A (the "Property").
- B. Grantor entered into a Redevelopment Agreement (the "Redevelopment Agreement") with Grantee for the redevelopment and renovation of the 1040 O Street Building (the "Building").
- C. Pursuant to the Redevelopment Agreement, for the historic preservation of the Building and to ameliorate the blighted and substandard conditions of the Property, Grantor agrees to make certain improvements to the façade of the Building (the "Façade") for the benefit of the public.
- D. This Agreement sets forth the parties' rights and obligations with respect to the Façade.

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. Façade. In consideration of the benefits received by Grantor under the Redevelopment Agreement, Grantor hereby agrees to subject the Façade of the Property to the restrictions described herein.

2. Façade Restrictions. Grantor agrees to observe and comply with the following restrictions:

a. Grantor shall not demolish, remove or raze the Façade during the term of this Agreement.

b. Other than any material changes or improvements to the façade approved in the 1040 O Street Redevelopment Agreement as approved by the City Council for the City of Lincoln, Nebraska through Resolution No. 926015, Grantor shall not undertake, or allow to be undertaken, any material changes to the Façade without the express written consent of Grantee. Changes to the Façade include, but are not limited to:

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

(ii) The addition of any canopies, plaques or other attachments to the Façade; or

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

c. This section shall not preclude Grantor and its tenants from installing improvements that comply with the Lincoln Municipal Code or implementing any ordinary or necessary maintenance as set forth in Section 3 below.

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

4. Specification of Work. In the event Grantor desires to make any material changes to the Façade, 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 Buildings or any part thereof shall be damaged by fire or other casualty, then Grantor shall use reasonable effort to reconstruct the Façade to the condition required under this Agreement. If the Building is damaged to such an extent that Grantor determines that reconstruction of said Building is 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 Building.

6. Inspection. Grantee shall be permitted to have reasonable access to the Property to inspect the Façade 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 Façade. Provided, however, this Agreement shall terminate at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

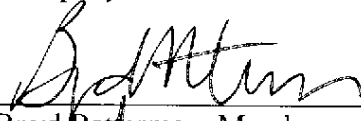
8. Public Access. Grantor acknowledges and agrees that the general public shall have the regular and substantial opportunity to view the Façade from the streets, sidewalks and other property near the Buildings. Grantor shall have no obligation under this Agreement to allow the general public to view the interior of the Buildings.


9. Indemnification. Grantor shall defend, indemnify and hold Grantee harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorneys fees, to the extent permitted by law), resulting from actions or claims by third parties or defaults under this Agreement by Grantor 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.

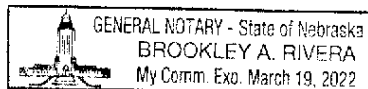
“GRANTOR”

**BIC DEVELOPMENT, LLC**, a Nebraska limited liability company

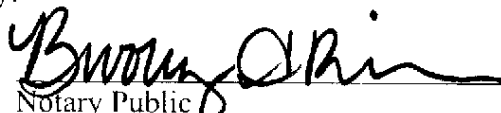
By:   
Boyd Batterman, Member

By:   
Craig Gies, Member

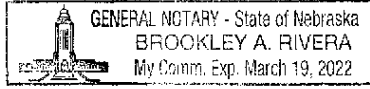
STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )



The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2021 by Boyd Batterman, Member of **BIC DEVELOPMENT, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2021 by Craig Gies, Member of **BIC DEVELOPMENT, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Brookley A. Rivera  
Notary Public

ATTEST:

“GRANTEE”

The City of Lincoln, Nebraska, a municipal corporation

By: [Signature]  
City Clerk



Leirion Gaylor Baird  
Leirion Gaylor Baird, Mayor

Date: 3/4/2021

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2021, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

(seal)



Brandi Lehl  
Notary Public

**FAÇADE EASEMENT AGREEMENT**

**ATTACHMENT A**

**Legal Description**

Lincoln Original, Block 42, Lots 20-21, City of Lincoln, Lancaster County, Nebraska.

*Lincoln*