

HISTORIC PRESERVATION RIGHT

THIS DEED OF HISTORIC PRESERVATION RIGHT ("Easement") is made this ____ day of _____, 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 North 16th 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:

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Tuttle et.al. Subdivision, L1 Little's Subdivision, 24-10-6, Lot J-K, W1/2

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.

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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.

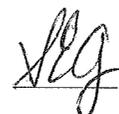
17. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument and this instrument shall be interpreted broadly to effect the transfer of rights and the restrictions on use herein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

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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.

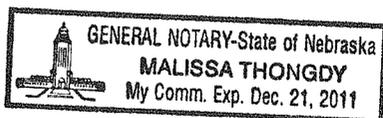
Steven E. Guenzel, President
Grantor

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.



Malissa Thongdy
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) SS

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 _____ day of _____, 2008.

Notary Public