

RECORDED

MAR 17 1994

When recorded, mail to:

Utah Heritage Foundation
355 Quince Street
Salt Lake City Utah 84103

CITY RECORDER

5773865

03/24/94 2:24 PM ***NO FEE***

KATIE L. DIXON

RECORDER, SALT LAKE COUNTY, UTAH

SL CITY RECORDER

REC BY: B GRAY

DEPUTY - WI

GRANT OF PRESERVATION EASEMENT

This preservation easement is granted this 11th day of February, 1994 by Salt Lake City Corporation (hereinafter referred to as Grantor), and Utah Heritage Foundation, a Utah non-profit corporation (hereinafter referred to as Grantee).

1. In consideration of \$10.00, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a preservation easement in the real property and improvements thereon of the Grantor (the "Property") located in Salt Lake City, State of Utah, more particularly described as follows:

Commencing at the Northwest Corner of Lot 12, Block 9, Union Heights; thence South 20 degrees 03'16" East 50 feet; thence South 89 degrees 0'11" East 110 feet; thence South 20 degrees 03'16" East 56.01 feet; thence South 89 degrees 43'55" East 71.73 feet; thence North 00 degrees 20'20" East 18 feet; thence North 89 degrees 53'11" West 204.1 feet; thence South 00 degrees 01' East 27.60 feet; thence South 20 degrees 03'16" East 64.67 feet to the North line of said Lot 12; thence South 89 degrees 53'11" West 6.39 feet to beginning.

Together with a parcel commencing 8 feet West from the Northwest Corner of Lot 15, Block 9, Union Heights; thence West 8 feet; thence South 11.61 feet; thence East 8 feet; thence North 11.61 feet to beginning.

2. This preservation easement, intended to be of the type described in Utah Code Ann. 63-18a-1 et seq (1953 as amended), is granted in perpetuity and the burdens imposed hereby upon the Property are deemed to run with the land and be binding upon the

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Grantor's successors in interest to the Property. Grantor's estate is to be the servient estate; Grantee's estate is to be the dominant estate. Grantor agrees that this preservation easement gives rise to a property right vested in Grantee immediately upon its granting with a fair market value that is equal to the difference between the fair market value of the Property immediately before and after its granting.

3. Grantee agrees to hold this preservation easement exclusively for conservation purposes and shall not transfer it, except that in the event of Grantee's dissolution, Grantee's interest shall be conveyed to the National Trust for Historic Preservation or, if that organization should be unwilling or unqualified, to another qualified organization of Grantee's choosing. Any transfer by Grantee shall be conditioned upon the transferee being qualified in Grantee's opinion and agreeing to hold this preservation easement exclusively for conservation purposes and continuing the conservation purpose which this preservation easement was originally intended to carry out. "Qualified" means qualified within the meaning of the applicable provisions and regulations of the Internal Revenue Service.

4. A. The exterior surfaces of improvements (including, without limitation, the exterior walls, roofs and chimneys) on the Property are those depicted in the photographs attached hereto and incorporated herein as Exhibit A, being essentially those exterior surfaces of improvements on the Property which are visible from the public streets abutting the Property but in the event of uncertainty the exterior surfaces of improvements visible in the photographs of Exhibit A shall control. Grantor agrees that the photographs in Exhibit A are an accurate representation of the Property at the time of the granting of this preservation easement.

B. Without the written permission of the Grantee, its successors or assigns, no construction alteration, remodeling,

demolition, or any other thing shall be undertaken or permitted to be undertaken on the Property which would, in Grantee's opinion, affect either the 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, in Grantee's opinion, adversely affect the structural soundness of the Property; provided, however, that the reconstruction, repair, repainting or refinishing of presently existing parts or elements of the lot and improvements subject to this preservation easement, damage to which shall at any time hereafter have resulted from casualty loss, deterioration, or wear and tear, shall be permitted without the prior approval of Grantee (provided that such reconstruction, repair, repainting or refinishing is performed in a manner which will not alter the appearance of those elements of the building subject to this easement as they are of this date).

C. Grantor, its successors and assigns, in cleaning or painting the exterior of the buildings on the Property, agrees to obtain the prior written permission of Grantee, its successors and assigns, as to the cleaning process(es) to be employed or the quality or color of paint to be used if significantly different from that presently existing. In all events, Grantor agrees to refrain from sandblasting or other forms of abrasive cleaning.

D. Any successor in interest to the Property, after receiving all necessary permits, may remove the loading dock from the south side of the building so long as such removal is done in a manner that will not alter, destroy or deface the exterior of the building.

E. Any successor in interest to the Property, may, with the prior written permission of Grantee and not in contravention of any applicable statute, ordinance, rule or regulation, place a sign that advises the public of the nature of the tenant(s) of the Property, provided such sign shall be consistent with the historic

elements of the Property.

5. Grantor, its successors and assigns, agrees at all times to maintain the lot and structures herein described, and the exterior appearance of the Property (including, without limitation, the exterior walls, roofs, and chimneys of the building located thereon) in a good and sound state of repair, subject to the casualty loss provisions in paragraph 6 below, and except to that extent the Grantee shall, in its sole discretion, waive any portion of this requirement.

6. No extension of the existing structures that are visible from the public streets which abut the Property or erection of additional structures anywhere on the Property 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 in Grantee's opinion, erection of a comparable structure, the design of which shall be subject to prior approval of Grantee, its successors and assigns, shall be permitted.

7. No freestanding structures or outbuildings shall be constructed on the Property without the prior written permission of the Grantee, its successors or assigns.

8. No utility transmission lines, except those required for the existing structures and use may be created on said land.

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. Grantor confirms its agreement that representatives of Grantee, its successors and assigns, shall be permitted at all reasonable times to inspect the premises. Inspections will

normally take place from the street, however, Grantor agrees that representatives from Grantee, its successors and assigns, shall be permitted to enter and inspect the interior of the improvements on the Premises to insure maintenance of structural soundness; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually. Inspection of the interior will be at a time mutually agreed upon by Grantor and Grantee, its successors or assigns, and Grantor covenants not to unreasonably withhold its consent in determining a date and time for such inspection.

11. Grantor agrees to pay any and all taxes assessed against the Property, including, but not limited to, ad valorem taxes for which Grantee might otherwise be liable.

12. Grantor, its successors and assigns, and Grantee realize that existing or future law may allow a judicial proceeding to be commenced to terminate this preservation easement should a sudden unexpected change in the conditions surrounding the Property make the continued use of the Property for conservation purposes impossible or impractical. Grantor, its successors or assigns, hereby waive any right to initiate or participate in such judicial proceedings and shall not undertake to facilitate any other parties' initiation or participation in such judicial proceeding except as required by an order of a court of competent jurisdiction.

13. Grantor, its successors and assigns, will, at their own expense, cure any breach or violation of the terms of this preservation easement within thirty (30) days after receiving notice or having knowledge thereof. If after delivery of notice of breach, by Certified Mail, any such breach or violation of the terms of this preservation easement continues for thirty (30) days, Grantee shall have the right to require Grantor, its successors and assigns, to pay the costs and expenses, including

reasonable attorney's fees incurred by Grantee, for any action reasonably necessary to enforce the terms hereof, including the curing of any breach or violation of the terms of this preservation easement.

14. Upon any breach of the terms of this preservation easement by Grantor, its successors and assigns, Grantee shall, in addition to the rights conferred upon Grantee by paragraph 13 above, have the following rights which shall be cumulative and shall be in addition to any other rights and remedies available to Grantee, at law or in equity; (1) to require restoration of the Property to its condition at the time of the granting of this preservation easement or to the enhanced condition of the Property as a result of the requirements for repair, restoration or maintenance contained in this preservation easement; (2) to enjoin any further breach or enforce any covenant hereof by action in a appropriate court of competent jurisdiction; (3) to recover damages for any breach of the conditions hereof or for the purpose of accomplishing the restoration of the real property or improvements thereon by Grantee; and/or (4) to enter upon the Property, correct any such violation, and hold Grantor their successors and/or assigns, liable for the cost thereof, any of which amounts so expended to correct said violation shall accrue interest at the rate of one and one-half percent (1 1/2%) per month until paid. Any amounts so expended by Grantee shall constitute a lien upon the property, which lien may be foreclosed in the manner provided by the laws of the State of Utah, and Grantor shall be liable for any costs and expenses incurred in connection therewith, including a reasonable attorney's fee.

15. It is further provided by the parties hereto that no failure on the part of the Grantee to enforce any provisions herein, nor any waiver of any right hereunder by the Grantee shall discharge or invalidate such provision, nor shall same operate to affect the right of the Grantee to enforce the terms and

conditions hereof in the event of a subsequent breach or default.

16. Grantor, its successors and assigns, shall insert reference to this preservation easement in any subsequent deed, sales or purchase contract, financing instrument, or other legal instrument by which Grantor is divested of either the fee simple title to or equitable title, a possessory ownership interest in the Property, or any part thereof. Said reference shall be substantially as follows: "This property conveyed herein is subject to a Preservation Easement which controls the ability of any owner or other possessor of the Property to alter its historic character. This easement is recorded _____, as Entry No. _____, in Book _____, at Page _____, in the office of the _____ County Recorder, State of Utah."

17. Grantor, for Grantee, its successors and assigns, agrees to provide and maintain a plaque on the street facade of the Property giving notice of the grant of this preservation easement.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands this 24 day of Feb., 1994.

RECORDED

MAR 17 1994

CITY RECORDER



GRANTOR: SALT LAKE CITY CORPORATION

[Signature]
Mayor

GRANTEE:

UTAH HERITAGE FOUNDATION, a Utah non-profit corporation

By: *[Signature]*
Its: *[Signature]*

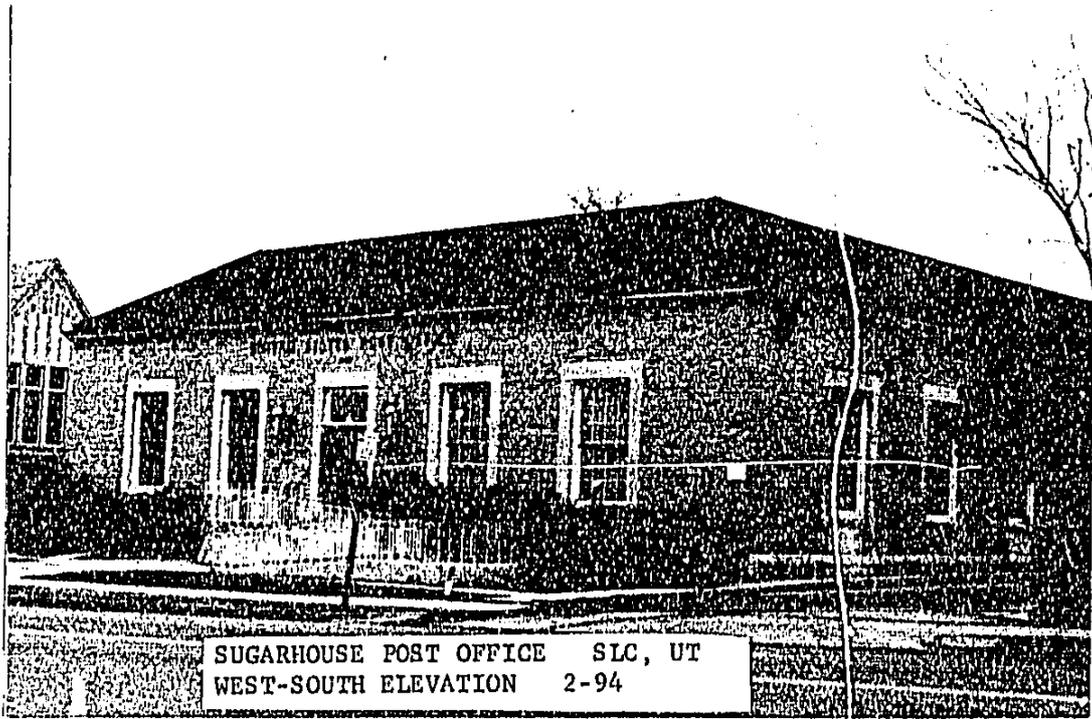
ATTEST:

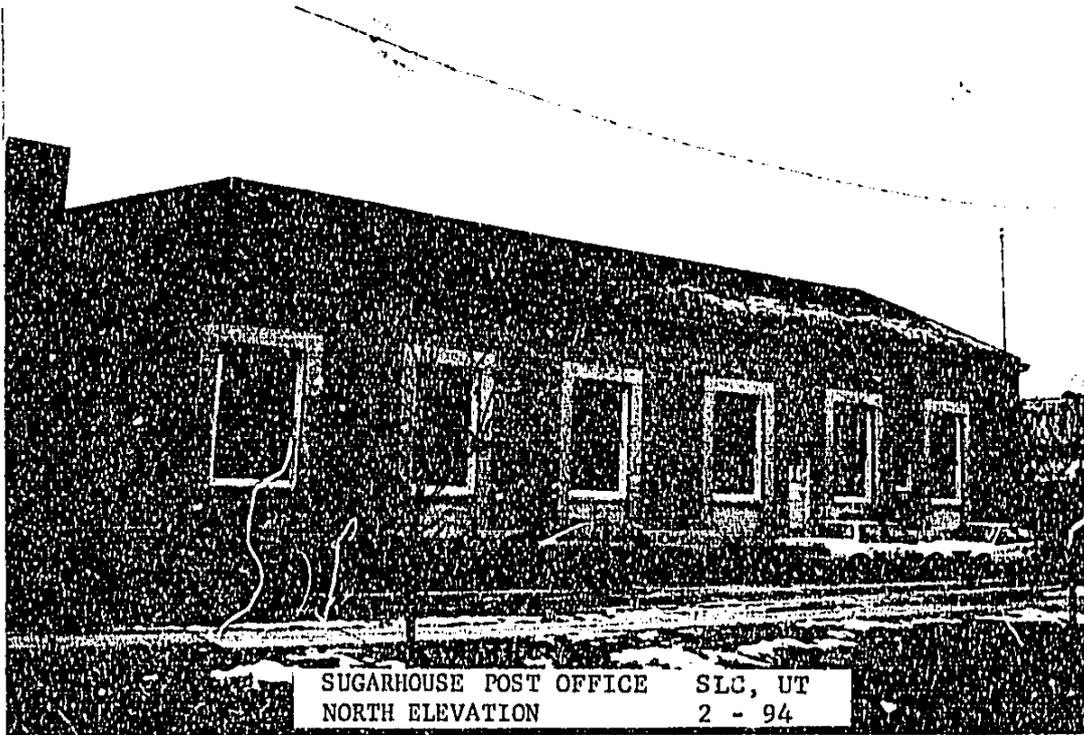
[Signature]
Chief Deputy Recorder

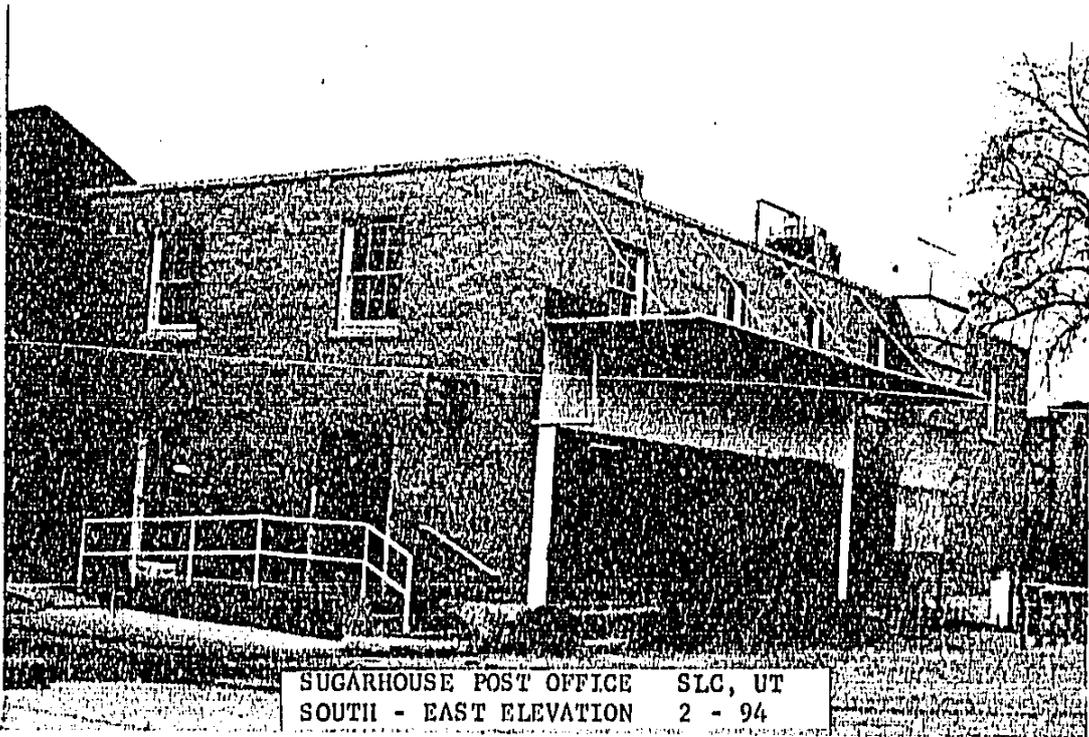
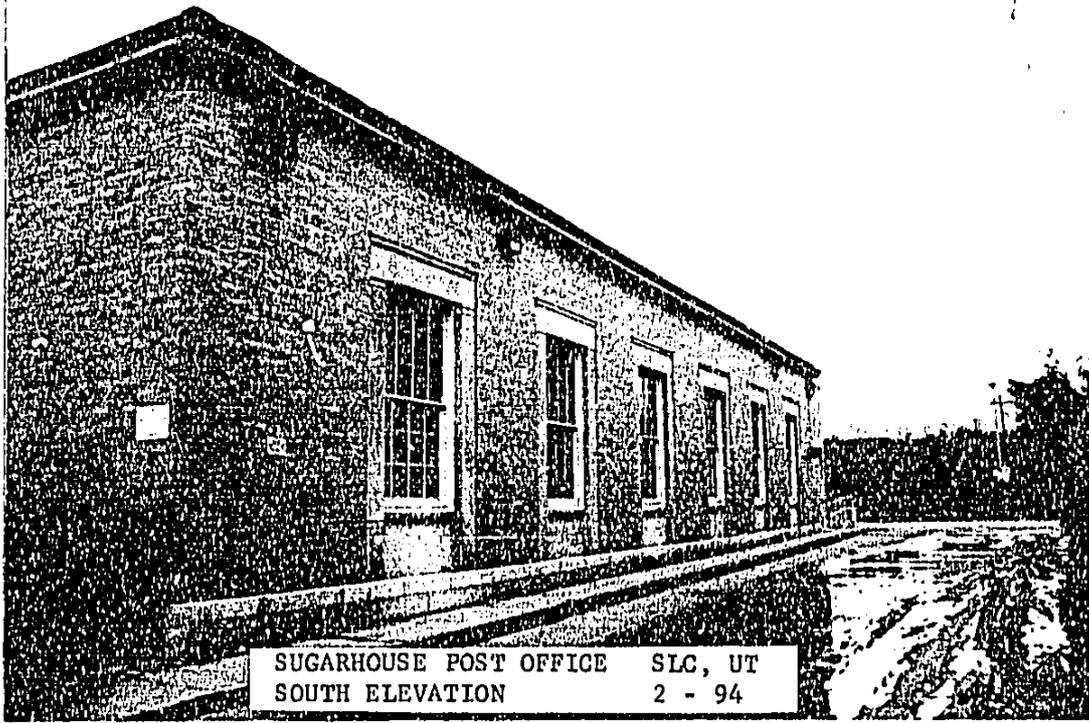
APPROVED AS TO FORM
Salt Lake City Planning Office
Date 4/6/94
By *[Signature]*

No funds needed DM

EXHIBIT 'A'







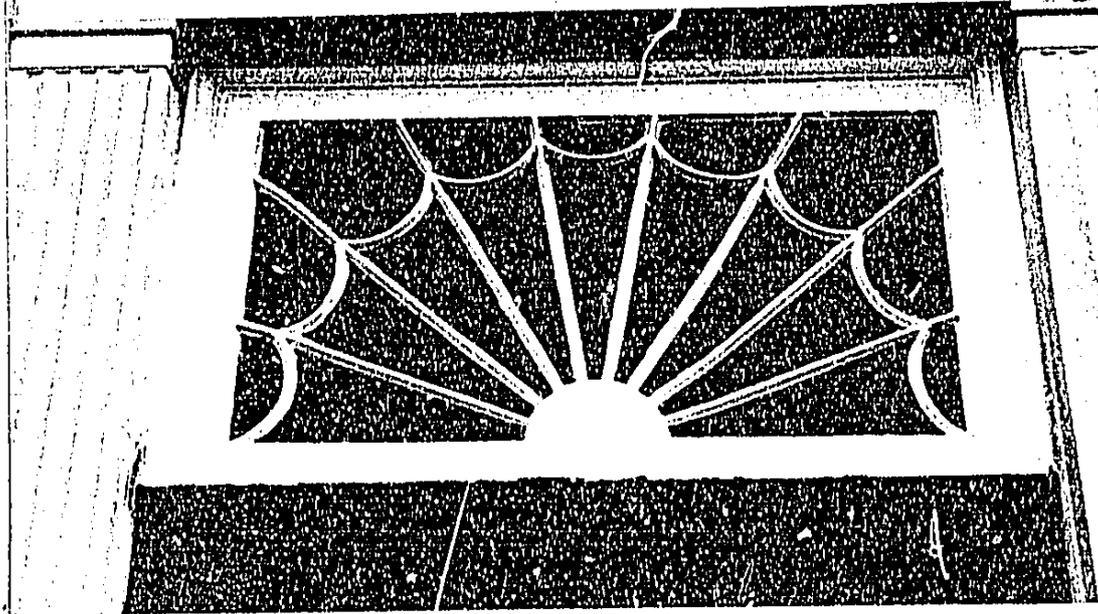


SUGARHOUSE POST OFFICE SLC, UT
SOUTH ELEVATION (FROM REAR) 2-94



SUGARHOUSE POST OFFICE SLC, UT
EAST ELEVATION 2 - 94

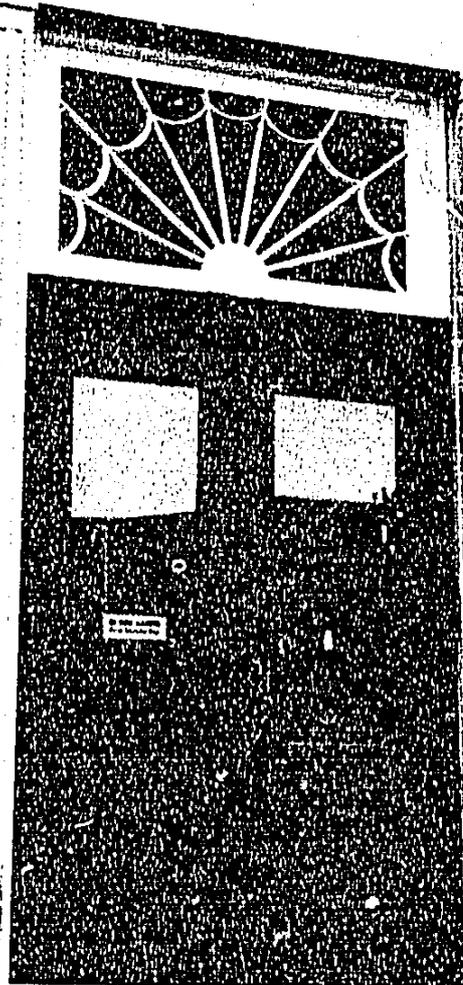
SUGARHOUSE POST OFFICE SLC, UT
DETAIL ON WEST ELEVATION 2-94



SUGARHOUSE POST OFFICE SLC, UT
DETAIL ON WEST ELEVATION 2-94



WOOD
OFFICE



SUGARHOUSE POST OFFICE SLC, UT
DOOR ON WEST ELEVATION 2 - 94