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RECORDED AT THE REQUEST OF

1989 OCT 31 PM 1:51

Priority Land & Title Co.

UTAH RECORDS & DEEDS DIVISION  
SALT LAKE CITY, UTAH  
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33175

PRESERVATION EASEMENT

This Deed of Preservation Easement is made this twentieth day of August, 1980, by Christ's Church, Incorporated, Grantor, who hereby conveys to Ralph M. Wilson, Grantee, for the sum of ten dollars and other good and valuable considerations, receipt of which is hereby acknowledged, a Preservation Easement, governing the future use and alteration of the property located at 381 East Center Street, Provo, Utah, more particularly described as:

Commencing at the Southeast corner of Block 25, Plat B, Provo City Survey of Building Lots; thence West 133.82 feet; thence North 159 feet; thence West 27 feet; thence North 34.26 feet; thence East 160.82 feet; thence South 193.26 feet to the point of beginning. Together with an interest in a right of way.

which property, known locally as the Knight Mangum Mansion and Carriage House, is listed on the Utah State Register of Historic Places.

TERMS AND CONDITIONS

WHEREAS, it is the desire of the Grantors to preserve and protect the historical, cultural, and architectural characteristics of the restricted property, and govern any future alteration, demolition, or construction which may detract from those attributes, they do hereby establish the following conditions, terms and restrictions:

Restrictions on Alterations

Without the written permission of the Grantee, Grantor agrees to allow or undertake no construction, alteration other than that required for normal maintenance, nor modification of the appearance of the property or the exterior of the structures on it, nor the components of the interior which remain from the time of its original construction, including, but not limited to the woodwork, fireplaces, bannisters, hardware, room dimensions, etc.

Approval shall not be unreasonably withheld by the Grantee if the proposed changes will protect, preserve, or enhance

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the historical value of the site or the improvements thereon.

Grantors further agree to keep the property and structures thereon in good repair so that no deterioration from the present condition shall take place.

In the event that through casualty, loss, wear and tear, or other natural event, the repair, replacement, or refinishing of presently existing parts or elements of the structures are required, Grantors reserve the right to conduct such work without Grantee's approval so long as the appearance and quality of the existing structures are not altered.

#### Provision for Inspection

The Grantor agrees that the Grantee or persons delegated by him shall be permitted to come upon the premises to inspect for violations of any of the restrictions of this document, provided that such visits are made at reasonable times established in advance by three days notice.

#### Assignability by Grantee

Each and every right granted herein to the Grantee may be exercised, released, or assigned by deed or appointment properly executed, to any person, organization, or governmental unit which seeks to protect, preserve, or enhance the cultural value of said property and the improvements thereon. Any party so assigned may sue to enforce this agreement.

#### Successors in Interest

Grantor covenants herein on behalf of himself, his agents and successors to his interests in the property, whether through assignment, inheritance, sale, or any other means of transfer. The terms of this easement are deemed to run with the land, in perpetuity, to cause the occupant, possessor and/or owner of the premises or any agent or successor thereto, to do and refrain from doing each of the actions provided for herein.

#### Violation by Grantor

In the event of a violation of these restrictions is found to exist, Grantee may, following reasonable notice to the Grantor, institute suit to enjoin the violation or require the restoration of the premises to its state before the violation, enter upon the premises to correct any such violation and hold the Grantor responsible for the costs thereof, and/or sue for damages based upon the historical and cultural loss sustained by the community as a whole due to the actions or inaction of the Grantor.

TO HAVE AND TO HOLD, unto the Grantee, its assigns and successors in interest forever.

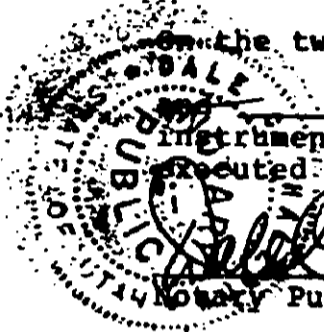
Grantor: Christ's Church, Incorporated, by

Gerald W. Peterson

STATE OF UTAH )  
                                  )    ss  
COUNTY OF UTAH )

On the twentieth day of August, 1980, Gerald W. Peterson

the signers of the above instrument, appeared before me and acknowledged that they executed the same.



Gerald W. Peterson  
Notary Public

Residing in: Provo, Utah  
My Commission Expires: 10-6-1981

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