

When recorded, mail to:
Utah Heritage Foundation
375 N. Canyon Road
Salt Lake City, Utah 84103

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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 39 P.

NCS-780426-AI

GRANT OF PRESERVATION EASEMENT

THIS PRESERVATION EASEMENT ("Easement") is granted this 22nd day of April, 2016 by **BENJAMIN K. BREWER AND SYLVIA C. BREWER, TRUSTEES OR SUCCESSOR TRUSTEE OF THE BENJAMIN K. BREWER LIVING TRUST DATED APRIL 18, 2007**, (hereinafter referred to as "Grantor"), having an address at 8438 S. Escalante Dr., Sandy, Utah 84093, in favor of **UTAH HERITAGE FOUNDATION**, a Utah non-profit corporation (hereinafter referred to as "Grantee"), having an address at 375 N. Canyon Road, Salt Lake City, Utah 84103.

WHEREAS, Grantor is the owner of certain real property known as the Ladies' Literary Club building located in Salt Lake City, Utah, more particularly described in the legal description which is incorporated herein and made a part hereof (the "Property"); and

WHEREAS, the Ladies' Literary Club building is a contributing building in the South Temple National Register Historic District and South Temple Local Historic District; and

WHEREAS, the Property possesses historical and architectural values (hereinafter referred to as the "Preservation Values") of great importance to the Grantor, people of Salt Lake City, the State of Utah, and the Grantee. The Ladies' Literary Club was founded in 1877 and incorporated in 1882 for women interested in "literary pursuits and the development of mental culture." The club's purpose was to provide an environment where ladies could educate themselves and each other in many different aspects of culture and knowledge. Historically, this building was the home of the oldest women's club west of the Mississippi; and

WHEREAS, the building was designed by the local architecture firm of Ware and Treganza, who won the commission in a design competition. Walter E. Ware and Alberto O. Treganza were partners for twenty-five years and designed several Salt Lake City landmarks. The Ladies' Literary Club building serves as one of Utah's finest examples of Prairie style architecture. The exterior walls are red brick with the upper one-third being white stucco with wood inlays. A three-foot eave extends around the entire structure. There is a plain box cornice and all the roof trim is wood. An open porch extends along the entire front elevation. A roof at the second story level, supported by brick piers, extends over the right side of the porch, sheltering the entrance and creating a porte cochère. Leaded glass windows are along both sides of the building and leaded glass doors lead onto the porch from the Drawing Room.

WHEREAS, this Easement includes the preservation of all the interior features of the four public spaces: Foyer, Drawing Room, Auditorium, and Library.

WHEREAS, the purpose of this Easement is to protect and preserve the historic integrity and character of the building and its setting, and to prevent any use of the Property that will significantly impair or interfere with the Preservation Values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities that are consistent with the purpose of the Easement; and

WHEREAS, Grantee is a charitable organization described in §501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code"), was created more than two (2) years prior to the execution of this Easement and is a "qualified organization" as defined in §170(h)(3) of the Code, and is qualified under §57-18-3 and §9-8-501 of the Utah Code Annotated to acquire this Easement; and

WHEREAS, Grantor is willing to convey and Grantee is willing to accept this Preservation Easement in exchange for the consideration articulated herein, which consideration is agreed to be sufficient by Grantor and Grantee; and

WHEREAS, Grantor acknowledges receipt of the information and disclosures required by Utah Code Ann. §57-18-4 more than three (3) days prior to the execution of this Easement.

WHEREAS, for the purposes of this document, per The Secretary of the Interior's Standards for Rehabilitation, "Rehabilitation" is defined as the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values. "Restoration" is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time.

WHEREAS, In exercising any authority created by this Easement to inspect the Buildings and the Property; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Buildings following casualty damage, Grantee shall apply The Secretary of the Interior's Standards for Rehabilitation (Secretary's Standards).

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute good and adequate consideration for this Grant and pursuant to the laws of the State of Utah and in particular the Land Conservation Easement Act, Utah Code Ann. § 57-18-1 et seq. and Historic Preservation Act, Utah Code Ann. § 9-8-501 et seq. Grantors hereby irrevocably grants and conveys to Grantee and its successors in interest a Preservation Easement over the Property in perpetuity. This Easement is made over and across all of the Property to preserve and protect the Preservation Values present on the Property as of the date hereof. This easement shall bind Grantors and Grantors' successors in interest and use of the Property, as well as Grantee and any qualified successor of Grantee for the term of this Preservation Easement. Any mortgage, lien or other encumbrance, other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Preservation Values described and authorized herein. Grantor intends that upon the granting of this Easement, the uses of the Property will be

confined to those which are consistent with the Preservation Values described and authorized herein. If one or more of the above preservation purposes can no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate this Easement, so long as any other preservation purpose may be accomplished.

1. **Purposes.** The Purposes of this Easement are to ensure the architectural, historic and cultural features of the Property will be retained and maintained substantially in their current or better condition for conservation and preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the Property's conversation and preservation values.

2. **Grant of Preservation Easement.** In consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a preservation easement in the Property of the Grantor, more particularly described as follows:

Parcel #16-05-126-009-0000

COM 4 3/4 RDS E OF NW COR OF LOT 6 BLK 58 PLAT B SLC SUR; E 3/4 RD; S 10 RD; W 4 3/4 RD; N 10 RD TO BEG, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.

3. This Easement is intended to be of the type described in Utah Code Ann. §9-8-501 *et seq.* and §57-18-1 *et seq.*, and is granted in perpetuity. The burdens imposed hereby upon the Property are deemed to run with the land and to be binding upon the 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 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 current fair market value of the Property immediately before and after its granting. According to its terms, the Easement precludes development of the Property.

4. **Baseline Documentation.** The parties hereto have prepared an inventory of the Property's relevant resources, features, and conditions which inventory is attached, in part, hereto as Exhibit A, including reports, drawings, and photographs, and by this reference made a part hereof. The Baseline Documentation in its entirety is on file at the office of the Grantee.

5. **Rights of the Grantee.**

a) Grantee agrees to hold this Easement exclusively for preservation purposes. Any transfer by Grantee shall be conditioned upon the transferee being qualified in Grantee's opinion and agreeing to hold this Easement exclusively for preservation purposes and continuing the preservation purpose which this Easement was originally intended to carry out. "Qualified" means qualified within the meaning of §170(h)(3) of the Code. Grantee agrees to give written notice to Grantor at least thirty (30) days prior to the date of transfer.

b) Grantee and its representatives shall be permitted at all reasonable times to inspect the Property. Except in the case of the need for immediate entry in accordance with (c) below at least seven (7) days advance notice of inspection shall be given to Grantor or its successors. Inspections will normally take place from outside the Property; however, Grantor agrees that representatives of Grantee shall as the need arises be permitted to enter and inspect the interior of the Buildings on the Property to insure maintenance of structural soundness and compliance with this Easement. Inspection of the interior of the Property will be at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to unreasonably withhold Grantor's consent in determining a date and time for such inspection.

c) If Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon reasonable prior notice to Grantor, and shall not in any case unreasonably interfere with the use and quiet enjoyment of the Property by Grantor.

d) Grantee may employ or contract with individuals, agencies, or other entities for the express purpose of assisting with monitoring activities, including the preparation of all reports and data related thereto. If Grantee is no longer able to fulfill the requirements outlined herein, their duties to monitor these Preservation Values shall be transferred and assigned to an

organization of Grantee's choosing that qualifies under Section 170(h)(3) of the Code as has the ability to advance or continue the preservation purposes of this Easement.

e) Grantee shall be given prior written notice by Grantor of any proposed alterations to the Building or Property and have sufficient opportunity to respond to the proposal. The purpose of requiring notice to Grantee prior to undertaking certain permitted activities is to afford Grantee an adequate opportunity to provide comment on the proposal, accept or decline the proposal in whole or in part, and monitor the activities in question to insure that they are designed and carried out in a manner that is consistent with the purpose of this Easement.

6. **Prior Approval.** If any provision of this Easement requires Grantor to obtain Grantee's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

a) Grantor's Written Notice. Prior to the commencement of any activity, use, or enterprise which requires Grantee's approval, Grantor will first notify Grantee in writing of the proposed activity, use, or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor will send such notices to Grantee by any means necessary to expedite the process including, but not limited to, electronic mail, facsimile, or U.S. Mail registered or certified mail, return receipt requested, addressed to Utah Heritage Foundation, a Utah non-profit corporation at 375 N. Canyon Road, Salt Lake City, Utah 84103, Attention: Board of Trustees, or to such other address as Utah Heritage Foundation may designate in writing.

b) Grantee's Response. Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Preservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, in the Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Preservation Values and otherwise comply with the purpose and

provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform to this Easement. Grantor may commence the proposed activity, use, or enterprise only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. The Grantee will send such response to Grantor by any means necessary to expedite the process including, but not limited to, electronic mail, facsimile, or U.S. Mail. By Grantor's request, the response can be sent registered or certified mail, return receipt requested. All correspondence will be addressed to Grantor at Grantor's address as set forth on page one, or to such other address as Grantor may designate in writing.

c) Grantee's Failure to Respond. If Grantee fails to post its response to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, or within forty five (45) days after Grantee has received adequate information to evaluate the proposed activity, whichever is later, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal. The forty five (45) day period shall not begin to run for purposes of this paragraph until such time Grantee have received adequate information from Grantor to effectively evaluate the proposed activity. In the event the Grantee requires additional information to evaluate the proposed activity, Grantee shall request the information from Grantor as soon as practicable as and in any case not later than 45 days after the receipt of the notice of the proposed activity.

d) Force Majeure. Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events or the efforts to prevent, abate, or mitigate any damage caused by such events.

7. Grantors Covenants: Covenant to Maintain. The exterior and interior surfaces of the improvements (including, without limitation, the walls, roofs and chimneys on all structures) on the Property are those depicted in the photographs attached hereto and incorporated herein as

Exhibit A, being essentially those exterior and interior surfaces of improvements on the Property which are visible from the public streets abutting the Property but in the event of uncertainty the exterior and 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 Easement.

a) Grantor shall maintain the interior and exterior of the Building in a good and sound state of repair (subject to casualty loss as provided herein) and shall maintain the structural soundness and safety of the Building and undertake a minimum maintenance program so as to prevent deterioration of the Building. This obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to preserve the exterior and interior of the Building at all times.

b) Grantor agrees at all times to maintain the Building in the same or better structural condition and state of repair as that existing on the effective date of this Easement. Grantor's obligation to maintain shall require replacement, repair, and/or reconstruction by Grantor whenever necessary to preserve the Building in substantially the same structural condition and state of repair as that existing on the date of this Easement.

c) Grantor's obligation to maintain shall also require that the Property's landscaping be maintained in good/better appearance with substantially similar plantings, vegetation, and natural screening to that existing on the effective date of this Easement. The existing lawn areas shall be maintained as lawns, regularly mowed.

d) Subject to the casualty provisions of paragraphs 7 and 8, the obligation to maintain shall require replacement, repair, and/or reconstruction of the Buildings whenever necessary in accordance with *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, and *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes* (36 C.F.R. 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

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

f) Insurance. The Grantor shall keep the premises insured for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage

policies and shall also maintain comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the opinion of Grantee, normally be carried on a property such as the Property protected by an Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee fully executed copies of such insurance policies evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior to the expiration of such policy. Grantee shall have the right to provide insurance at Grantor's cost and expense, should Grantor fail to obtain same. In the event Grantee obtains such insurance, the cost of such insurance shall be a lien on the Property until repaid by Grantor.

8. Grantors Covenants: Prohibited Activities. Grantor agrees that:

- a) Any activity on or use of the Property inconsistent with the purpose of this Easement as set forth herein is prohibited.
- b) In cleaning or painting the exterior of the Building, sandblasting or other forms of abrasive cleaning will not be used.
- c) Grantor shall not make permanent substantial topographical changes, such as, by example, excavation for the construction of roads, sidewalks, swimming pools, and recreational facilities.
- d) Utility or transmission lines, except that those required for the existing structure and use may be created on said land.
- e) The legal or *de facto* division, subdivision, or partitioning of the Property for any purpose;
- f) Any agricultural, manufacturing, or industrial use of or activity on the Property except for those uses described in this Easement as being permitted;
- g) Camping on the Property;
- h) Exploration and drilling for and extraction of oil and gas from any site on the Property;
- i) Dumping of ashes, sawdust, bark, trash, rubbish, or any other unsightly or offensive materials which are visible from the roads or streets or nearby properties;

- j) Using the visible property for storage whereas the Property becomes a nuisance;
- k) Quarrying, mining, excavation, depositing or extracting sand, gravel, soil and rocks and other minerals or materials from the Property;
- l) Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substances or material, pollutant or debris in, on or under the Property or into the surface or groundwater on or under the Property;
- m) Any use or activity that causes or is likely to cause significant soil quality degradation or soil erosion, interference with natural drainage, or depletion or pollution of any surface or subsurface waters;
- n) The placement or maintenance of signs, billboards, or any other outdoor advertising of any kind or nature on the Property except for the following purposes:
 - (i.) signs required by [City, County] in connection with safety or traffic control;
 - (ii.) signs relating to the use or limitations on use applicable to the Property;
 - (iii.) directional and regulatory signs relating to the Property;
 - (iv.) signs of an informational or educational nature relating to the Property or the Buildings, Preservation Values, and the Purposes of this Easement, all as previously approved by Grantee, which approval shall not be unreasonably withheld.

9. Grantors Covenants: Conditional Rights Subject to Approval.

a) Without the prior written permission of Grantee, no construction, alteration, remodeling, demolition, movement, 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 and interior surfaces herein described, or increase or decrease the height, or alter the exterior facade (including, without limitation, exterior and interior walls, roofs and chimneys) or the appearance of the Building, 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 Building.

b) Grantee shall be given prior written notice by and the right of prior approval from Grantor of any proposed alterations to the Building or Property. The purpose of requiring notice to Grantee prior to undertaking certain permitted activities is to afford Grantee an adequate

opportunity to provide comment on the proposal, accept or decline the proposal in whole or in part, and monitor the activities in question to insure that they are designed and carried out in a manner that is consistent with the purpose of this Easement.

c) No extension of the existing structures 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 by Grantee, shall be permitted.

d) Grantor shall not erect, construct, or move anything onto, off of, or within the Property that would encroach on the open land area surrounding the Building or be incompatible with the historic or architectural character of the Building. This includes but is not limited to garages, carports, sheds, fences, landscaping walls and other potential barriers that may obscure the view of the Building or the Property or be incompatible with the historic or architectural character of such.

e) In cleaning or painting the exterior and interior of the Building, prior written permission of Grantee, 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 must first be obtained.

f) Except as provided herein, no buildings or structures, including camping accommodations, or mobile homes not presently on the Property shall be erected or placed on the Property hereafter, except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers.

g) Grantor shall not cut down or remove live trees located in the lawn, unless diseased or damaged as determined in the sole discretion of the Grantee. Grantee may require a professional arborist's report as a condition of reviewing any request to remove live trees.

h) Grantor shall have the right to use the Property consistent with historical use and, in addition, shall have the following rights for permitted uses and activities on the Property:

(i.) To conduct on the Property and in the House walking tours, home tours, and social events.

10. **Mortgage Subordination.** Grantor and Grantee agree that the rights of holders of mortgages, deeds of trust, and similar encumbrances of the Property (collectively, "Mortgagees") are subject and subordinate at all times to the rights of Grantee to enforce this Easement. Grantor has provided a copy of the Easement to all Mortgagees of the Property as of the date of this Agreement. The following provisions apply to all Mortgagees now existing or hereafter creating a mortgage, deed of trust, or similar encumbrance (collectively, "Mortgage") on the Property:

a) If a Mortgage grants to a Mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of power of eminent domain as to all or any part of the Property or the right to receive insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property, the Mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee until the Mortgage is satisfied and discharged, notwithstanding that the Mortgage is subordinate in priority to the Easement.

b) If a Mortgagee has received an assignment of the leases, rents, and profits of the Property as security or additional security for a loan, then the Mortgagee shall have a prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to Grantee until said Mortgagee's debt is paid off, notwithstanding that the Mortgage is subordinate to the Easement.

c) Until a Mortgagee or purchaser at foreclosure obtains ownership of the Property following foreclosure of its Mortgage or deed in lieu of foreclosure, the Mortgagee or purchaser shall have no obligation, debt, or liability under the Easement.

d) Before exercising any right or remedy due to breach of the Easement except the right to enjoin a violation hereof, Grantee shall give all Mortgagees of record written notice describing the default, and the Mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default.

e) Nothing contained in the above paragraphs or in the Easement shall be construed to give any Mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

11. **Indemnification.** Grantor agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee, its agents, director, trustees, and employees, and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in any way relating the administration, performed in good faith, of this Easement, including, but not limited to, the granting or denial of consents hereunder, the reporting on or advising as to any condition on the Property, and the execution of work on the Property. In the event that Grantor is required to indemnify Grantee pursuant to the terms of the Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

12. **Plaque.** Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 24 by 24 inches in size, giving notice of the significance of the Property and the existence of this Easement.

13. **Violations.**

a) Grantor will, at Grantor's expense, cure any breach or violation of the terms of this Easement after receiving notice or knowledge thereof and diligently pursues the cure to completion.

b) Upon any breach of the terms of this Easement by Grantor, Grantee shall, in addition to the rights conferred on Grantee by the paragraph 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:

- (i.) to require restoration of the Property to its condition at the time of the granting of this Easement or to the enhanced condition of the Property as a result of the requirements for repair, restoration or maintenance contained in this Easement;
- (ii.) to enjoin any further breach or enforce any covenant hereof by action in an appropriate court of competent jurisdiction;
- (iii.) to recover damages for any breach of the conditions hereof or for the purpose of accomplishing the restoration of the Property or Buildings thereon by Grantee; and/or,

(iv.) to enter upon the Property, correct any such violation, and hold Grantor, their successors, and/or assigns, liable for the cost thereof, and, any amounts expended by Grantee to correct said violation shall accrue interest at the rate of two percent (2%) per month until paid. Any amounts so expended by Grantee, together with interest as aforesaid, 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 with all aspect of this exercise of Grantee's rights, including a reasonable attorney's fee.

c) Rights under this Agreement apply equally in the event of either actual or threatened violations of the terms of this Easement. Remedies of law for any violation of the terms of this Easement may be inadequate, and, in such event, injunctive relief, both prohibitive and mandatory, shall be appropriate in addition to such other relief to which the enforcing party may be entitled, including specific performance of the terms of this Easement.

14. Grantees Remedies.

a) In the event Grantor is found to have violated any of its obligations, or if Grantor has required Grantee to seek expert advice outside the normal course of business, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Easement, including but not limited to all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

b) Damages may be recovered for violation of the terms of this Easement or injury to any Preservation Values protected by this Easement, including reasonable damages for the remediation of lost scenic, aesthetic, environmental, and Preservation Values. Any damages recovered shall be applied to the cost of undertaking any corrective or remedial action on the Property. Any costs of restoration or remediation necessitated by violation of the terms of this Easement shall be borne by the party causing such violation.

15. Grantee's Covenants. Grantee hereby warrants and covenants that:

a) Grantee is a Qualified Organization for purposes of §170(h)(3) of the Code, or a comparable provision in any subsequent revision of the Code. In the event that the Grantee's status as a Qualified Organization is successfully challenged by the Internal Revenue Service,

then the Grantee shall promptly select another qualified organization for purposes of §170(h)(3) of the Code and transfer all of its rights and obligations under this Easement to it.

b) In the event that Grantee shall at any time in the future become the fee simple owner of the Property, Grantee covenants and agrees, in the event of a subsequent conveyance of the same to another entity, to create a new preservation easement containing the same restrictions and provisions as are contained herein, and either to retain such easement in itself or to convey such easement to a similar unit of federal, state, or local government, or local, state, or national organization whose purposes, *inter alia*, are to promote preservation of historical, cultural, or architectural resources, and which is a qualified organization under §170(h)(3) of the Code.

16. **Acts Beyond Control/Force Majeure.** Nothing contained in the Easement shall be construed to entitle Grantee to bring any action for any injury to or change in the Property resulting from extraordinary causes, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

17. **Casualty Damage or Destruction and Review.**

a) In the event that the Buildings or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within thirty (30) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Buildings and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within sixty (60) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee; this report shall include the following:

- (i.) an assessment of the nature and extent of the damage;
- (ii.) a determination of the feasibility of the [restoration] of the Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and

(iii.) a report of such restoration/reconstruction work necessary to return the Buildings to the condition existing at the effective date of this instrument.

b) If, after reviewing the report provided in paragraph 17(a) and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7(f), Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Buildings in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7(f), Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Easement would not be served by such restoration/reconstruction, Grantor may, but only with the prior written consent of Grantee, alter, demolish, remove, or raze one or more of the Buildings, and/or construct new improvements on the Property. Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of Utah and paragraph 23(b) of this instrument.

c) *Dispute Resolution.* If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 6(f), Grantor and Grantee are unable to agree that the Purpose of the Easement will or will not be served by such restoration or rehabilitation, the dispute between the parties shall be resolved in the following manner:

- i.) The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Easement promptly by negotiation between representatives of the parties who have the authority to settle the controversy.
- ii.) The disputing party shall give the other party written notice of the dispute. The other party shall respond in writing within ten (10) days after receipt of said notice. The notice and response shall include: (a) a statement of the party's position and a summary of the facts and arguments supporting its position; and (b) the name and title of the individual who will represent the party. The representatives shall meet

at a mutually acceptable time and place within (twenty) 20 days of the date of the disputing party's notice and thereafter as often as they reasonably deemed necessary to exchange relevant information and to attempt to resolve the dispute.

iii.) If the controversy or claim has not been resolved within thirty (30) days of the first meeting of the representatives, the parties shall endeavor to settle the dispute by non-binding mediation.

iv.) If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within ninety (90) days of the date notice of the dispute was provided, then either party may bring the claim in a court of law. Venue for all actions brought pursuant to this Easement is in Salt Lake County, Utah; and all parties consent to Salt Lake County, Utah, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Easement.

18. **Evidence of Compliance.** Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

19. **Public Access.** No right of access by or on behalf of the general public to any portion of the Property is conveyed by this Easement. Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the property and may publish them or distribute them for publication by others, or otherwise use them to fulfill its charitable or educational purposes. In addition, at other reasonable times and upon request of Grantee made with reasonable notice to Grantor, persons affiliated with educational organizations, professional architectural associations, and historical societies shall be admitted to study the property.

20. **No Waiver.** No failure on the part of Grantee to enforce any provisions herein, nor any waiver of any right hereunder by Grantee shall discharge or invalidate such provision, nor shall same operate to affect the right of Grantee to enforce the terms and conditions hereof in the event of a subsequent breach or default.

21. **Transfer of Easement.** In the event Grantee ceases to exist, no longer qualifies as a “qualified organization” under §170(h)(3) of the Code or a comparable provision in any subsequent revision of the Code, or determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce said rights, or is otherwise prevented from enforcing its rights under this instrument, Grantee shall as soon as practical convey in perpetuity all its rights under this instrument and deliver a copy of this instrument to another organization designated by the Grantee to ensure that the Easement is enforced. Further, this Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Easement only to any organization that is a qualified organization pursuant to §170(h)(3) of the Code and which is authorized to acquire and hold easements under Utah Code Ann. §57-18-1 *et seq.* or §9-8-501 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the Preservation Values that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty (30) days prior to the date of such assignment.

22. **Amendment.**

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of Utah. Any such amendment shall be consistent with and have a neutral or beneficial impact on the protection of the conservation and preservation values of the Property and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit additional residential [and/or commercial] development on the Property other than the residential [and/or commercial] development permitted by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of [town, county, or regional district], Utah. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

23. Percentage Interests, Extinguishment and Condemnation.

a) *Percentage Interests.* For purposes of allocating proceeds pursuant to paragraphs 23(b) and 23(c), Grantor and Grantee stipulate that as of the date of this Easement, Grantor and Grantee are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in the fair market value of the Property. These percentage interests shall be determined by the ratio of the Easement's value on its effective date to the value of the Property, without deduction for the value of the Easement, on the effective date of this Easement. The values on the effective date of the Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation (on file with Grantor and Grantee) and shall amend such values, if necessary, to reflect any final determination by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the effective date of this Easement is reserved to Grantor.

b) *Extinguishment.* If circumstances arise in the future that render the purposes of this Easement impossible to accomplish as determined by judicial proceedings in a court of competent jurisdiction, this Easement shall terminate and Grantee shall not be entitled to any compensation for value of the Easement or Property, otherwise this Easement may only be terminated with the written consent of Grantee, in Grantee's sole discretion.

c) *Condemnation.* If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantee shall be entitled to recover, and Grantor shall have no interest therein, the full value of the Grantee's easement interests in the Property subject to the taking or in lieu purchase shall be paid out of the amount recovered. Grantor agrees that Grantee shall be entitled to a proportionate share of Grantor's proceeds from such sale, exchange or use. The value of Grantee's interest in the Property shall be determined by negotiation or independent appraisal at the discretion of Grantee.

24. **General Provisions.**

a) *Controlling Law.* The interpretation and performance of this Easement shall be governed by the laws of the State of Utah. Activities prohibited by local ordinances are not permitted by this document.

b) *Construction.* Any general rule of construction to the contrary notwithstanding, this Easement shall be construed liberally to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) *Severability.* If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstance other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) *Entire Agreement.* This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless in writing and recorded in the office of the [county] County Recorder.

e) *Joint Obligation.* The obligations imposed by this Easement upon Grantor shall be joint and several.

f) *Successors.* The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

g) *Termination of Rights and Obligations.* A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

h) *Heading.* The paragraph and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of the Easement.

l) *Counterparts*. The parties may execute this instrument in two or more counterparts, which shall in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any of the parties. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

25. **Public Law 109-280 "Special Rules" Compliance.**

a) *Protection of Entire Building*. Grantor and Grantee agree that the restrictions of this Easement shall apply to the entire exterior and interior of the Buildings (including the front, sides, rear, and height of the Buildings), and that no change to the exterior and interior of the Buildings may be made by Grantor except as provided herein.

b) *Inconsistent Changes Prohibited*. Grantor and Grantee agree that Grantor shall not undertake, and Grantee shall not permit, any change to the exterior and interior of the Buildings which would be inconsistent with the historical character thereof.

c) *Certification of Qualification of Grantee Under Penalty of Perjury*. [As applicable.] By execution of this Easement, Grantor and Grantee agree, and hereby certify under penalty of perjury, that Grantee is a qualified easement-holding organization (as defined in Section 170(h)(3) of the Internal Revenue Code) with a purpose of historic preservation, and that the Grantee has both the resources to manage and enforce the restrictions of this Easement and a commitment to do so.

26. **Subsequent notification.** Grantor shall insert a reference to this 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 of interest in the Property, or any part thereof. Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Said reference shall be substantially as follows:

The 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 and requires that the improvements thereon be maintained. This easement was recorded _____, 2016, as Entry No. _____, in Book _____, at Page _____, in the office of the [County] Recorder, State of Utah."

TO HAVE AND TO HOLD, the said Preservation and Conservation Easement, unto the said Grantee and its successors and permitted assigns forever. This DEED OF PRESERVATION AND CONSERVATION EASEMENT may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands this _____ day of _____, 2016.

GRANTOR:

Benjamin K. Brewer and Sylvia C. Brewer,
Trustees or Successor Trustee of The Benjamin K. Brewer Living Trust dated
April 17, 2007.

By: Benjamin K Brewer - Trustee
Sylvia C. Brewer Trustee

By:

(date)

(date)

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On this 22nd day of April, 2016 before me personally came / Benjamin K. Brewer and *Sylvia C. Brewer, known to me to be the individual described herein and who executed the foregoing and duly acknowledged to me that ~~he~~^{they} executed the same.

*Sylvia C. Brewer, Trustees or Successor Trustee of The Benjamin K. Brewer Living Trust dated April 17, 2007.

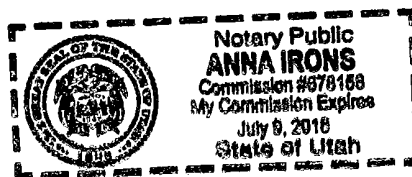
Anna Irons

NOTARY PUBLIC


My Commission Expires:

7-9-2018

Residing at: Salt Lake



GRANTEE:
Utah Heritage Foundation, a Utah
non-profit corporation



By: Kirk Huffaker, Executive Director

22 April 2016

(date)

By:

(date)

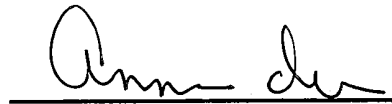
STATE OF UTAH)

) ss.

COUNTY OF Salt Lake)

On this 22nd day of April, 2016 before me personally came / Kirk Huffaker as Executive*, known to me to be the individual described herein and who executed the foregoing and duly acknowledged to me that he executed the same.

*Director of Utah Heritage Foundation, a Utah non-profit corporation



NOTARY PUBLIC

My Commission Expires:

7-9-2018

Residing at: Salt Lake

27. **Recordation.** Grantee shall record this instrument in a timely fashion in the official records of Salt Lake County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

EXHIBIT A

Easement Baseline Documentation Building Condition & Materials Checklist

Building: Ladies' Literary Club Building

Address: 850 E. South Temple, Salt Lake City, UT

Easement Grantor: Brewer Family Holding, LLC

EXTERIOR

ITEM	MATERIAL	CONDITION
Foundation	Concrete	Mostly in very good condition, some small cracking on the east side (photo 9) and one larger crack on the south façade that has been patched and the patch has failed (photo 12).
Walls	Brick	Mostly in good condition, some efflorescence and spalling to the brick: at the stairs on the north façade (photo 6), near the downspouts on the west (photo 16) and south facades (photo 7) and on the chimney on the east façade (photo 8); also some cracking under the south façade windows, at the top right corner of the French doors on the north façade (photo 3) and on the west façade, near the south end (photo 17).
Porches	Concrete and Brick	Mostly in good condition, north porch floor has several cracks and settling in the center near the railing. The concrete on the upper parts of the north façade stair railing is in poor condition, spalling and cracking away from the brick (photo 5). Porch concrete floor is failing.
Doors & Doorways	Wood (some painted and some stained) and leaded stained glass	Good condition, some paint wear on the south doors, north doors need new top coat and do not work very well.
Windows	Painted wood and leaded stained glass	Very good/fair, the window frames on the west and south façades need to be repainted (paint is cracking and peeling, photo 15), glass is mostly in good condition with minimal minor cracking.
Dormers	NA	

Cornices	Plaster	Very good condition
Eaves	Painted beadboard or plaster	Mostly good, above the stairway on the south façade the paint is peeling from the eaves.
Roof	Asphalt shingle	North, east and west sides <i>appear</i> to be in good condition. South side is in poor condition- shingles missing and tar paper exposed (photo 11).
Chimneys	Brick and concrete	Good condition
Flashing & Rain Gutters	Painted metal internal gutters with industrial downspouts	Need to be cleaned out and appear to be leaking or have leaked in the recent past (efflorescence). Center north façade gutter is bent and slightly bowing/pulling away from the building (photo 4). Southeast downspout is missing (northeast downspout is detached from gutter). Paint is peeling.
Paint	Window, plaster and door paint	Majority of paint is in very good. However some paint on the west and south façade windows is cracking, peeling and in fair condition.
Additions	Painted wood paneling and brick piers coated in concrete	Good condition, some paint wear; added new window (photo 10).
Landscape	Grass, trees, bushes	Good
Other: Finishes	Painted wood and plaster detailing (mostly around second floor of the north façade)	Good condition

INTERIOR SPACES

AUDITORIUM

ITEM	MATERIAL	CONDITION
Flooring	Hardwood	Wood is mostly in good and functional condition

Walls	Painted plaster	Fairly good condition; above the balcony there is some cracking (photo 19).
Windows	Painted wood frames with leaded stained glass	Very good condition, minimal minor cracking of glass and some minor bowed leading (photo 24).
Doors	Wood (some painted, some stained) and glass (some leaded and stained)	Good condition
Ceilings	Painted plaster	Fair to good condition, some cracking above the balcony (photo 19).
Trim/Moldings	Wood (some painted, some stained)	Very good condition
Major Features: Balcony (including French doors) and stage	Plaster, painted or stained wood with leaded stained glass	Very good condition
Fixtures: Lighting (including stained glass in arch above stage) and Large Ceiling Grates	Glass (some stained) and metal	Very good condition
Hardware: Door and Window	Brass	Very good condition
Other:		

DRAWING ROOM

ITEM	MATERIAL	CONDITION
Flooring	Hardwood	Wood is in good condition, some peeling along the south wall, could benefit from being refinished (photo 28).

Walls	Painted plaster	Very good condition
Windows	Painted wood frames with leaded stained glass	Very good condition (minimal minor cracking to glass)
Doors	Painted wood, some with leaded and stained glass	Very good condition; doors all in working condition
Ceilings	Painted plaster	Very good condition
Trim/Moldings	Painted wood	Very good condition
Major Features: Fireplace	Unpainted brick, concrete and tile (from 1930's)	Good condition, holes in brick where original sconces have been removed, gap under mantle and above top row of tile (photo 29).
Fixtures: Lighting	Glass and metal	New and not historic
Hardware: Door and Window	Brass	Very good condition (some handles have been replaced)
Other:		

LIBRARY

ITEM	MATERIAL	CONDITION
Flooring	Hardwood and carpet	Mostly in good condition. Stained and marked by time
Walls	Painted plaster	Mostly very good condition, some cracking and chipping of plaster near the ceiling above the fireplace (photo 36).
Windows	Painted wood with leaded stained glass	Very good condition, minimal minor cracking to glass
Doors	Painted wood with glass (some leaded and stained)	Very good condition

Ceilings	Painted plaster	Severe cracks and sagging from weight of plaster
Trim/Moldings	Painted wood	Very good condition
Major Features: Built-in Bookshelves, Fireplace, Three sets of arched French Doors (south wall) and single set of French Doors (west wall)	Painted wood with glass in doors; plaster, painted wood and brick; painted wood with stained leaded glass; painted wood with original sheet glass	All in very good condition
Fixtures: Lighting (tube fixtures from the 1930's)	Plastic and metal	Very good condition
Hardware: Door and Window	Brass	Working condition
Other: Balcony		Good condition; non-historic safety railing installed

FOYER

ITEM	MATERIAL	CONDITION
Flooring	Carpet	Fair condition
Walls	Papered plaster	Good condition
Windows	Painted wood frames with leaded stained glass	Fair to good condition (some missing caulk between window frame and sill, photo 43).
Doors	Wood (some painted, some stained) and glass	Very good condition
Ceilings	Painted plaster	Good condition

Trim/moldings	Painted wood	Very good condition
Major Features: Stairway	Wood and cast iron	Very good condition
Fixtures: Lighting	Glass and metal	Good condition; not original
Hardware: Door and Window	Brass	Good condition (window hardware does not appear to function, photo 43).
Other:		

Prepared by: Liz Joerger

Dates: May 29, 2015 and June 9, 2015

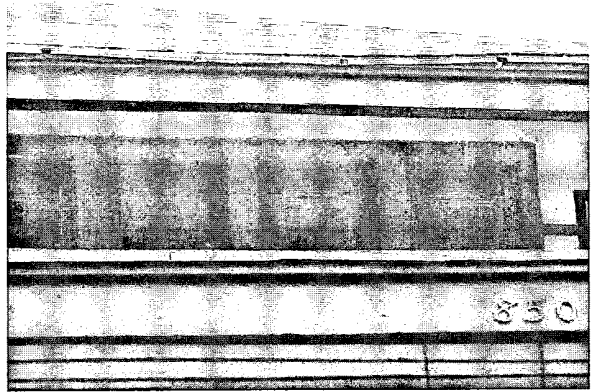
Ladies' Literary Club Baseline Documentation Photos

EXTERIOR

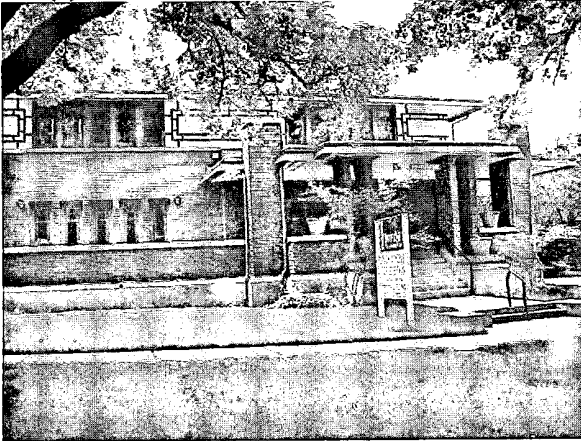
(1) North Façade



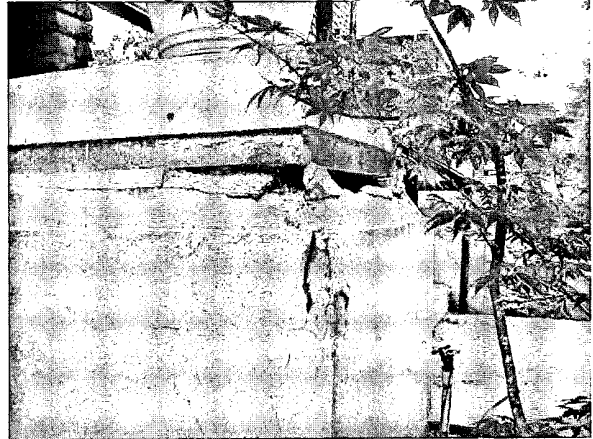
(4) Damaged rain gutter



(2) North Façade



(5) Damage to porch railings



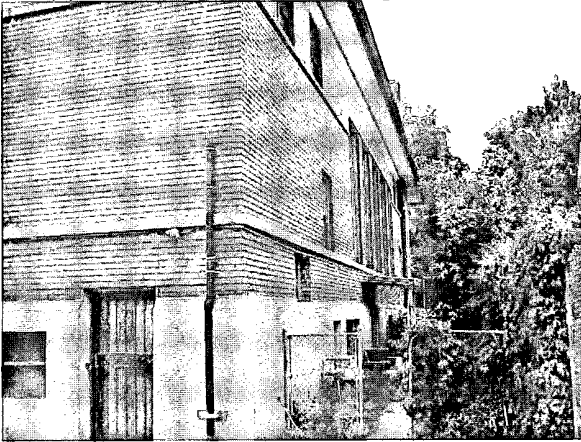
(3) Crack through brick west of French doors



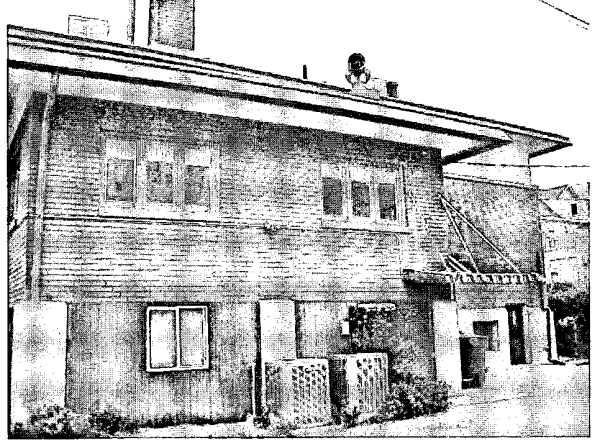
(6) Water staining to brick



(7) East Façade (water staining to brick)



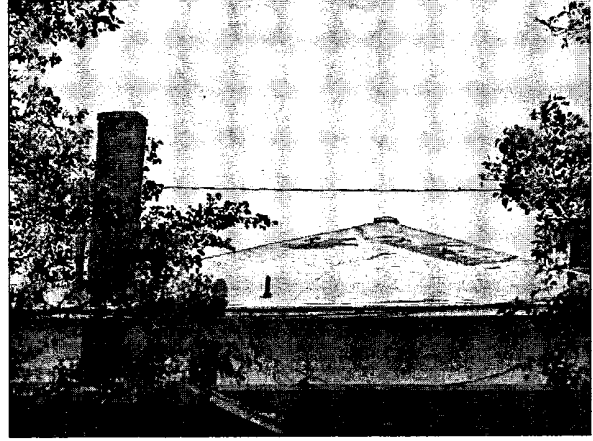
(10) South Façade



(8) Water staining to brick



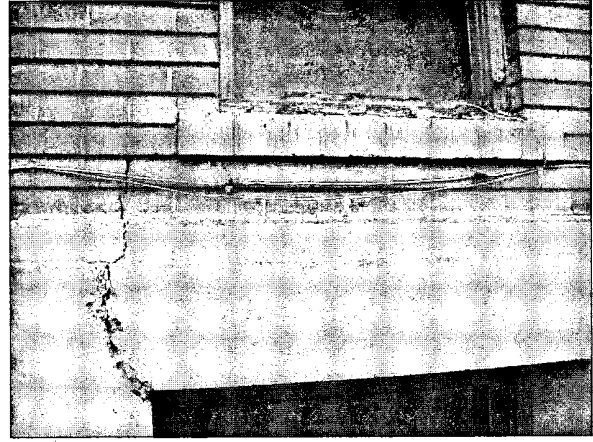
(11) Roof damage



(9) Crack in foundation



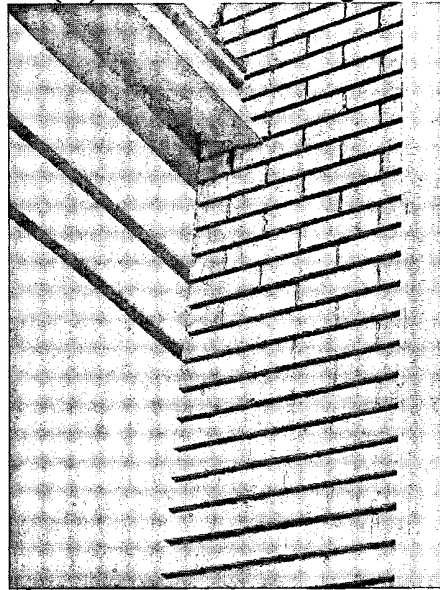
(12) Foundation crack



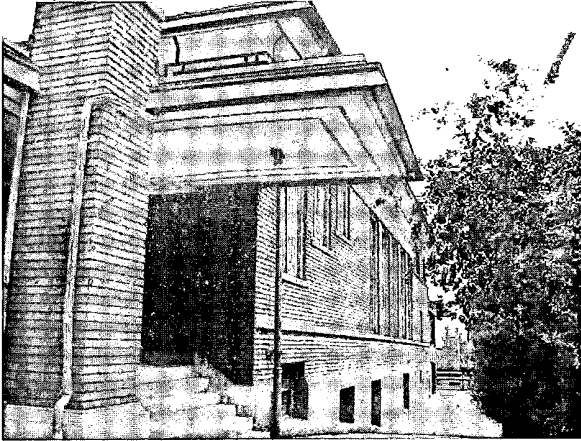
(13) Crack through brick and mortar loss



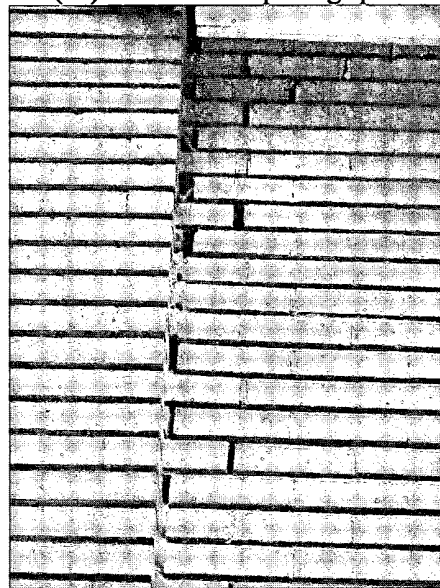
(16) Water staining on brick



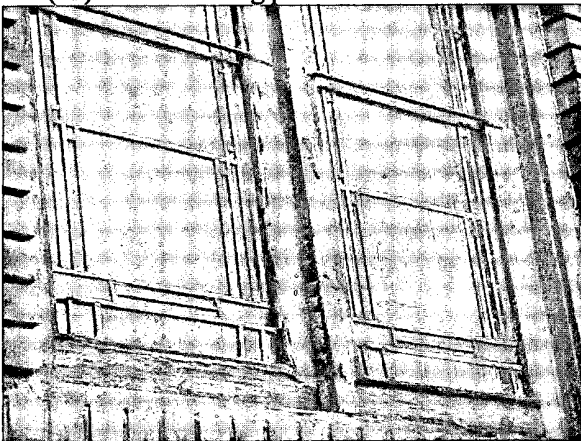
(14) West Façade



(17) Brick pulling apart

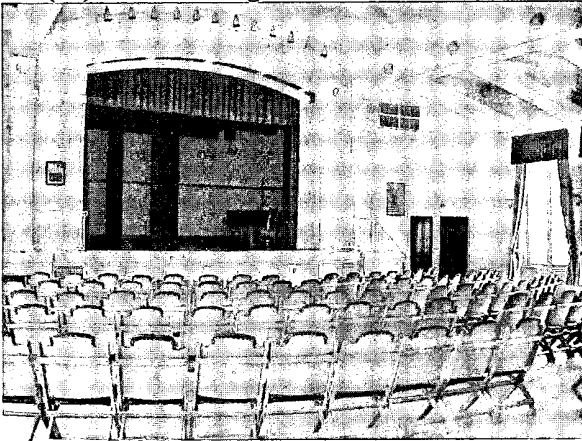


(15) Peeling paint on window frames

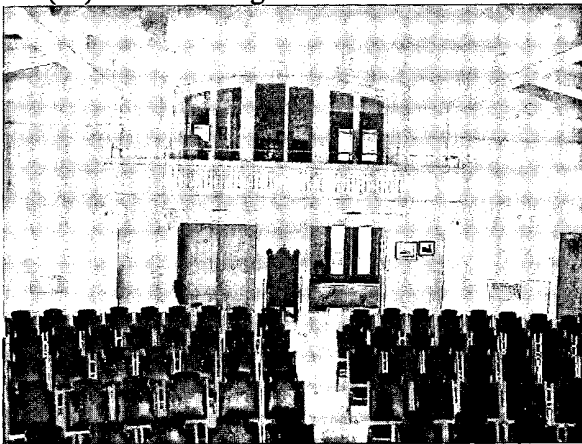


**INTERIOR
AUDITORIUM**

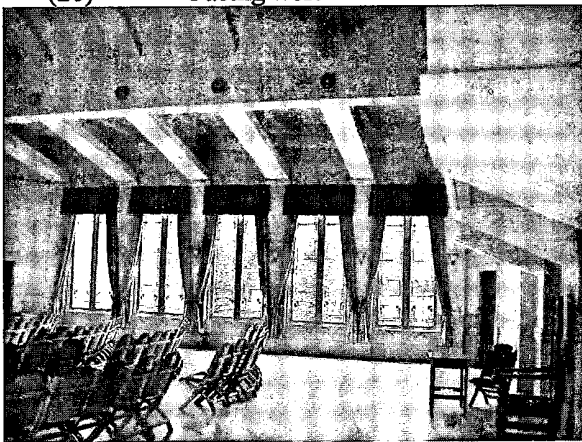
(18) Facing south



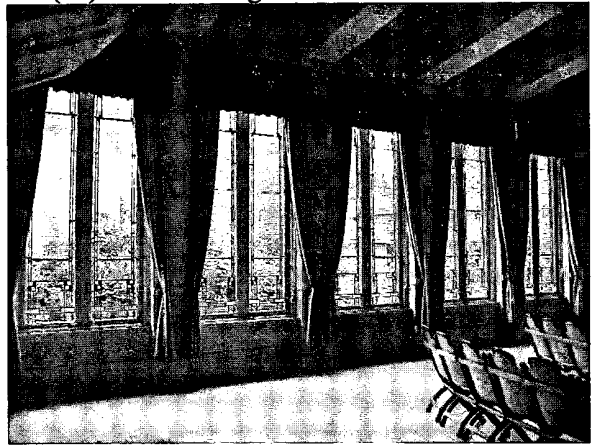
(19) Facing north



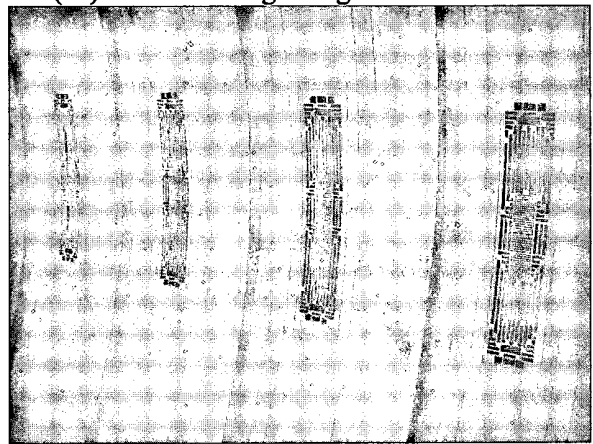
(20) Facing west



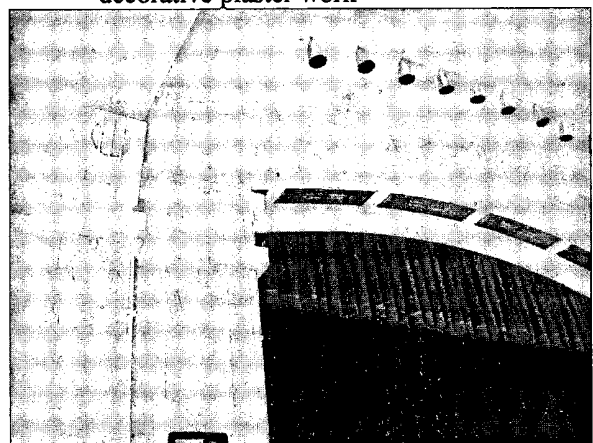
(21) Facing East



(22) Ceiling vent grates



(23) Stained glass lights over stage arch and decorative plaster work



(24) Bowed glass



(27) Facing west



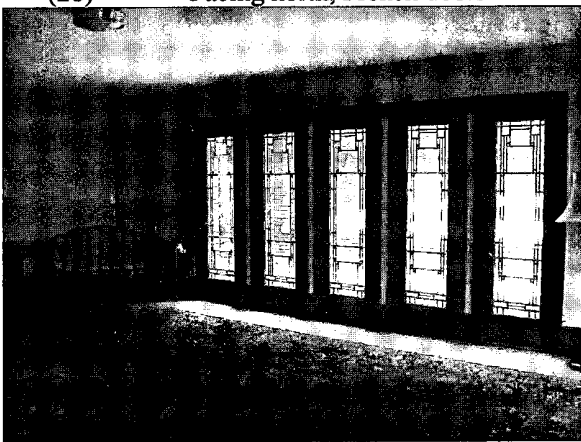
(25) Drawing Room, facing east



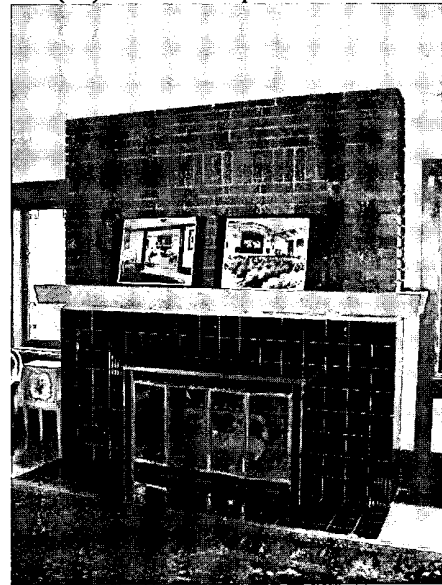
(28) Floor peeling



(26) Facing north, French doors



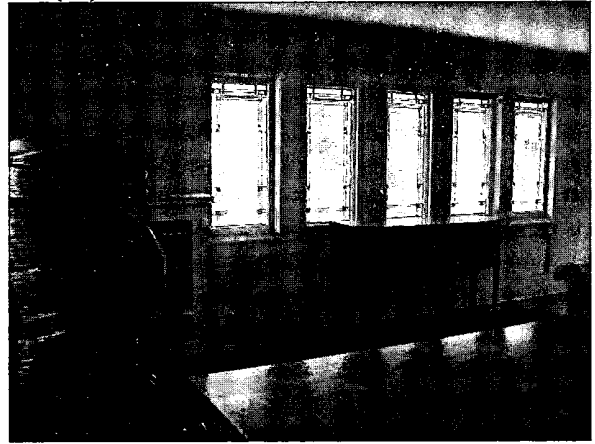
(29) Fireplace



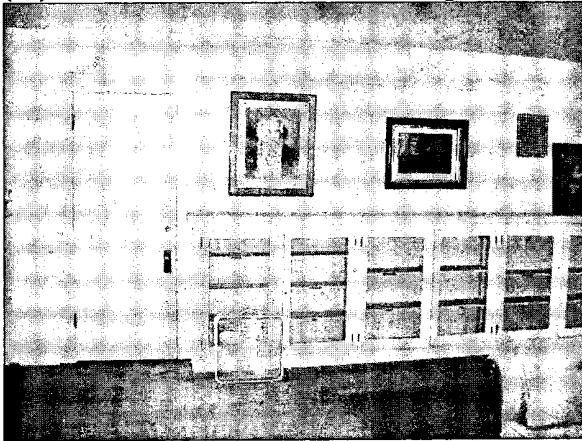
(30) Library, facing east



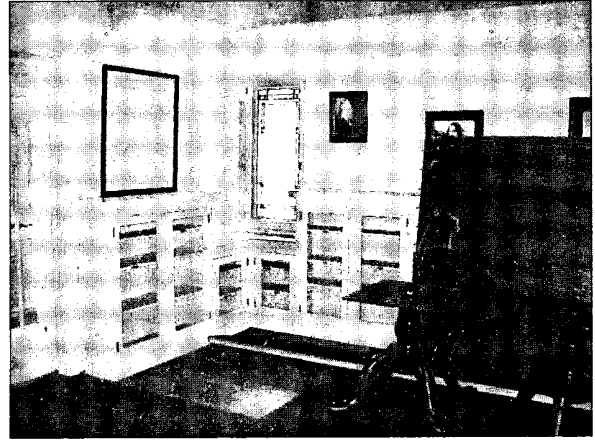
(33) Windows on north wall



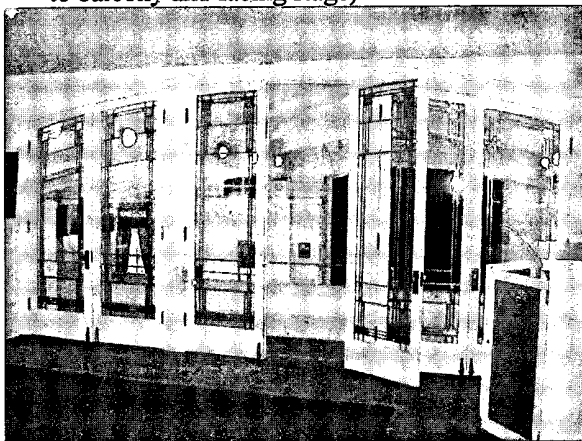
(31) South wall, built-in shelving



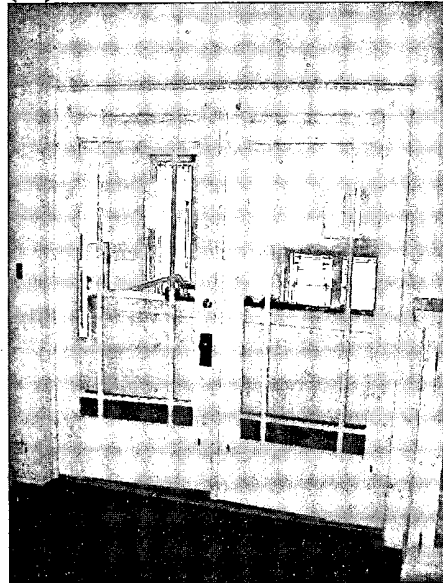
(34) Built-in shelving along north/west wall



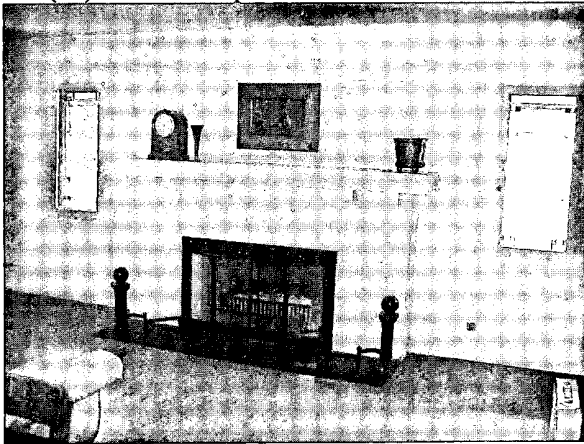
(32) French doors on the south wall (leading to balcony and facing stage)



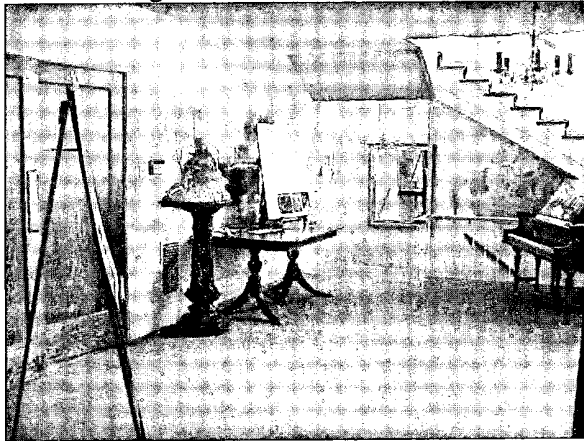
(35) West wall French doors



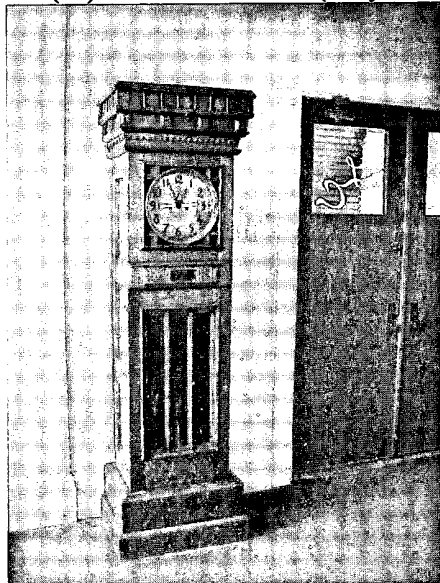
(36) Fireplace



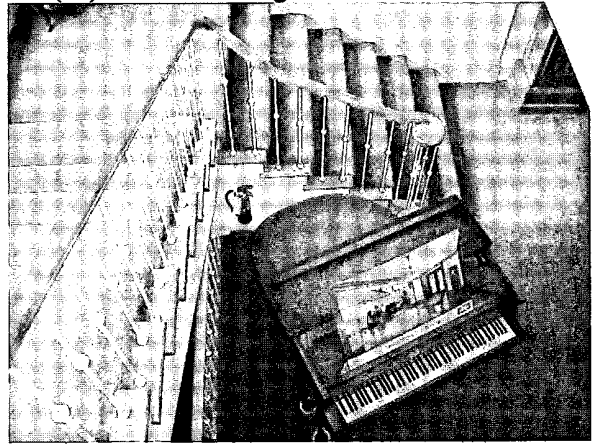
(37) Entry/Stairway, from drawing room facing southwest



(38) North wall (entry doors)



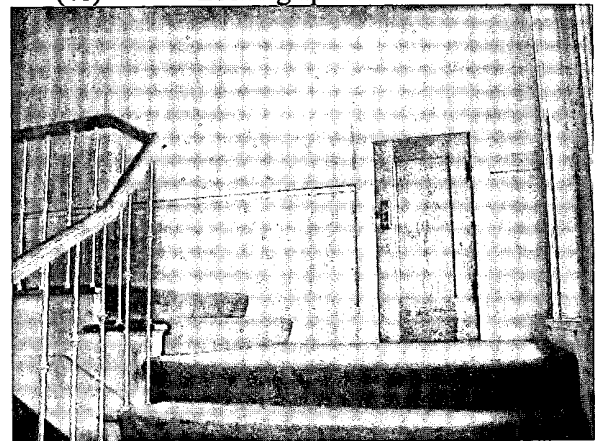
(39) Looking down stairs



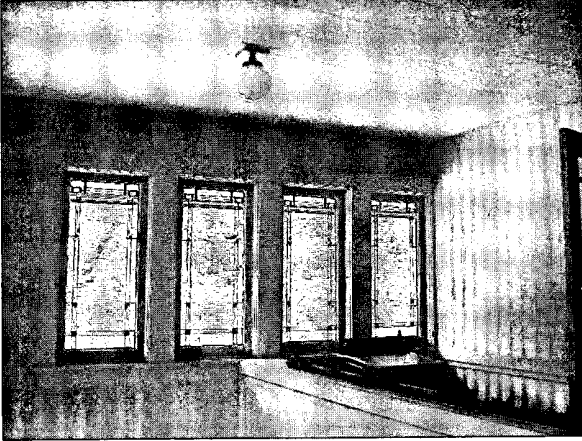
(40) Stained leaded glass windows along stairs



(41) Looking up stairs



(42) Stained leaded glass windows on landing
outside library



(43) Missing caulk

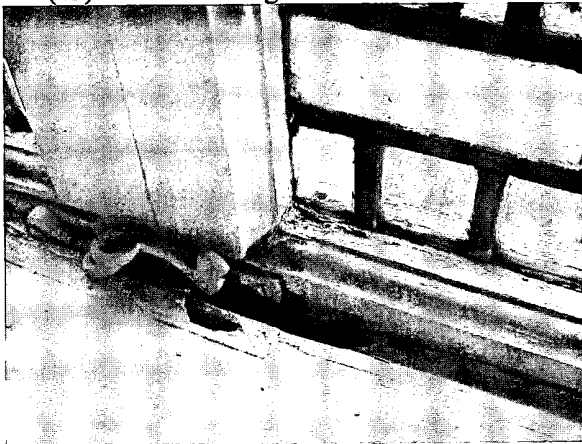


Exhibit "A"

Legal Description

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

COMMENCING 4 $\frac{3}{4}$ RODS EAST OF THE NORTHWEST CORNER OF LOT 6, BLOCK 58, PLAT B OF THE SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 4 $\frac{3}{4}$ RODS; THENCE SOUTH 10 RODS; THENCE WEST 4 $\frac{3}{4}$ RODS; THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

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