

AFTER RECORDING MAIL TO:

Charles B. Casper
Fabian & Clendeinin
800 Continental Bank Building
Salt Lake City, Utah 84101

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KATIE L. OXON
RECORDER
SALT LAKE COUNTY,
UTAH
DEC 31 12 05 PM '90
REQ. OF: Fabian Clendeinin
DEP
Opagueline Price
Escrow Agent

3519470

GRANT OF PRESERVATION EASEMENT

This preservation easement is granted this 24th day of December, 1980, by Harold B. Lamb and Katharine W. Lamb, husband and wife (hereinafter collectively referred to as Grantor), to the Utah Heritage Foundation, a Utah non-profit corporation (hereinafter referred to as Grantee). This preservation easement is intended to preserve the historically significant real property known as Neff Mill and Oakwood, which is listed on the National Register of Historic Places and the Utah State Register of Historic Sites, together with the improvements thereon and the surrounding environment.

1. In consideration of \$10.00 and other good and valuable consideration the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its heirs and assigns, a preservation easement in the real property and improvements thereon of the Grantor located in Salt Lake County, Utah at approximately 2604 Evergreen Avenue, and more particularly described as follows ("the Property"):

Parcel No. 1:

Beginning at a point South 392.57 feet and West 715.89 feet from the Northeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence South 66°03'43" East 64.27 feet; thence South 77°59' East 55.16 feet; thence North 69°16' East 42.14 feet; thence North 40°06' East 64.83 feet; thence South 107.90 feet; thence North 85°40' West 128.42 feet; thence North 71° 02' West 69.08 feet; thence North 0°29' West 49.11 feet to the point of beginning. Containing 0.23 acre, more or less.

Parcel No. 2:

Beginning at a point West 675.64 feet and South 4°50' West 296.1 feet from the Northeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 4°50' East 177.17 feet; thence South 66°34'42" East 19.97 feet to the Northerly top of bank of an existing creek; thence along said Northerly bank the following four (4) courses: (1) South 44°15'31" East 51.71 feet, (2) South 57°31'50" East 25.01 feet, (3) South 87°28'48" East 25.68 feet, and (4) North 77°08' East 16.19 feet; thence South 12°52' East 16.35 feet to the Southerly top of bank of an existing creek; thence along said Southerly bank the following four (4) courses: (1) South 77°08'

BOOK 5196 PAGE 1460

West 14.45 feet, (2) South 2°30'27" West 36.43 feet, (3) South 63°44'49" West 63.27 feet, and (4) South 59°33'46" West 73.18 feet to the point of beginning. Containing 0.28 acre, more or less.

2. This preservation easement is granted in perpetuity and the burdens imposed hereby upon the Property are deemed to run with the land and be binding upon the Grantor's successors in interest to the Property.

3. Grantor will maintain the Property, including improvements, in a good state of repair so that no deterioration from the present condition will take place.

4. (a) Grantor will not undertake any exterior construction, alteration, remodeling, restoration or demolition upon the Property, including improvements, without first obtaining the written approval of Grantee. Said approval shall not be withheld unreasonably, if the proposed construction, alteration, remodeling, restoration or demolition will protect, preserve, or enhance the historical and architectural value of the Property. In determining whether to give its approval, Grantee will look to the Secretary of the Interior's Guidelines for Rehabilitating Old Buildings, to guidelines of the State Historic Preservation Officer for Utah, to other recognized guidelines for historic preservation, and to the advice of professionals in the field of historic preservation. In ascertaining the historic condition of the Property, Grantee will look to the photographs available to it as well as to other sources that Grantee considers reliable.

4.(b) Without limiting the generality of paragraph 4(a), the following are examples of exterior construction, alterations, remodeling or restoration that Grantor may not undertake without Grantee's prior written approval: construction of any fence, shed, outbuilding, garage, carport, dwelling, swimming pool, tennis court or any other structure; alteration or remodeling of any part of the dwelling on the Property that is visible from the exterior of the dwelling.

4.(c) Notwithstanding anything to the contrary in this paragraph 4, Grantor may construct a fence along the eastern

boundary of each Parcel of the Property, provided that the fence is constructed of ornamental iron or steel, is four feet or less in height, does not obstruct the view of Millcreek, and is of a design approved in advance by Grantee in writing.

5. Grantor will not change the course of any creek or stream on or adjacent to the Property. Grantor will, at Grantor's own expense, maintain the creek and stream courses and adjacent embankments in their historical state. Grantor will not cause or allow the course of any creek or stream on or adjacent the Property to be lined with cement, asphalt, pipe or any other material, except that Grantor will restore and maintain the embankments with materials exactly matching the original materials historically used. Grantor will not, however, be obligated to repair damage caused primarily by water from storm drains flowing in Millcreek in addition to Millcreek's natural flow.

6. Grantor will, at Grantor's own expense, maintain the grounds and vegetation on the Property in a good and well-maintained condition, and will permit no deterioration from their present condition. Grantor will not remove any trees, except diseased, insect-infested or dead trees, without Grantee's prior written approval. Grantor will not make any substantial change in the grounds or the vegetation on the Property without Grantee's prior written approval.

7. Grantor will permit Grantee or Grantee's authorized agents to inspect the Property at any reasonable time after at least three days' notice to Grantor.

8. Grantor will, at Grantor's expense, cure any breach or violation of the terms of this preservation easement within ten days after receiving notice or knowledge thereof, or within any such longer period as may be agreed to by Grantee or as may be reasonably required to cure such breach or violation. In the event Grantor fails so to cure, Grantor will pay the costs and expenses, including a reasonable attorney's fee incurred by Grantee, for any action reasonably undertaken to enforce the terms hereof, including the

curing of any breach or violation of the terms of this preservation easement.

9. Should any part of this instrument be declared void or otherwise unenforceable, the remainder shall nevertheless continue to be binding and of full force and effect.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands this 24th day of DECEMBER, 1980.

Harold B. Lamb

Katherine W. Lamb

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 24th day of DECEMBER, 1980, personally appeared before me HAROLD B. LAMB, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Thomas Christensen
Notary Public
Residing at: Salt Lake County, Utah

My Commission Expires:
11-15-83

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 24th day of DECEMBER, 1980, personally appeared before me KATHERINE W. LAMB, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Thomas Christensen
Notary Public
Residing at: Salt Lake County, Utah

My Commission Expires:
11-15-83