

AFTER RECORDING MAIL TO:

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

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DEF
Casperline Pope
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Nov 31 12 05 PM '80

KATHLEEN JONSON
RECORDER
SALT LAKE COUNTY
UTAH

3519471

GRANT OF PRESERVATION EASEMENT

This preservation easement is granted this 24th day of December, 1980, by Joe H. Lamb (hereinafter 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 2610 Evergreen Avenue, and more particularly described as follows ("the Property"):

Parcel No. 1:

Beginning on the South line of street West 497.07 feet and South 14°26' East 41.61 feet from the Northeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South 14°26' East 278.14 feet; thence South 71°37'37" West 114.29 feet; thence North 10°28' West 83.70 feet; thence North 23°53' West 37.00 feet; thence North 12°52' West 233.64 feet; thence Southeasterly along said south line 175 feet, more or less, to the point of beginning.

Parcel No. 2:

Beginning at a point West 497.07 feet and South 14°26' East 327.41 feet from the Northeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South 14°11'12" West 14.72 feet; thence South 59°58'09" West 80.33 feet; thence South 85°52'20" West 32.69 feet; thence North 4.55 feet; thence North 14°24'57" West 3.52 feet; thence North 10°28' West 20.60 feet; thence North 71°37'37" East 114.29 feet; thence South 14°26' East 7.66 feet to the point of beginning. Containing 0.075 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

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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 boundary between Parcel No. 1 and Parcel No. 2 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 from the dwelling or surrounding grounds, and is of a design approved in advance by Grantee in writing.

4.(d) Notwithstanding anything to the contrary in this paragraph 4, Grantor may construct a two-car garage of standard size on the Property, provided that it is constructed near the southeast corner of the Property, and that its exact location and appearance are approved in advance by Grantee in writing. Grantor shall submit architectural elevations and plans to Grantee. Grantee shall not unreasonably withhold its approval, provided that the garage will be sympathetic to the dwelling in size, style, materials and appearance, and that it will be built and located so as to be as unobtrusive as reasonably possible.

5. Grantor will maintain the dwelling on the Property as a single-family dwelling, and will not divide it into apartments, condominiums, or other multiple-dwelling units.

6. Grantor will not subdivide the real property described in paragraph 1 of this preservation easement.

7. 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 to 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.

8. 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.

9. Grantee recommends (but does not require) that Grantee undertake the following restoration work on the dwelling on the Property:

(a) Restore the front porch (including the roof over the porch) so that it exactly matches the original porch. The restoration of the front porch should include:

(1) Removal of the existing "shed" roof extension and supports on the north side of the dwelling and the flat roof extension and supports on the west side of the dwelling;

(2) Restoration and reconstruction of the original mansard roofed porch canopy, including cedar shingles, upper balustrad, roof projections, decorative brackets and under cornice decorations; and

(3) Reconstruction of the original porch balustrads (now missing) on the north and west sides of the dwelling.

(b) Restore all masonry chimneys on the dwelling.

The restoration of each chimney should include:

(1) Removal of all paint with water-blasting and restoration-formulated chemicals (sandblasting is not permitted);

(2) Repointing and resetting bricks with soft lime mortar similar to that originally used;

(3) Repairing all flashings.

(c) Remove the present aluminum windows at the south rear entrance of the dwelling, fill in the small window above the door at that entrance, and install at the side of the door at that entrance a double hung wood sash window with proportions and trim that match adjacent windows. (It would be preferable to restore the rear entryway to its original appearance and remove the recently-added enclosure with the aluminum windows.)

10.(a) Grantor will, at Grantor's own expense, when the present exterior roofing material on the dwelling on the Property

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next needs replacing, replace the present exterior roofing material on the entire dwelling with number one uncolored natural red cedar shingles, and thereafter maintain the cedar shingles, replacing them as necessary with new number one uncolored natural red cedar shingles.

(b) Grantee recommends (but does not require) that Grantor reconstruct the original ornamental trim along the ridge line of the roof. If this is done, Grantor will thereafter maintain the trim.

11. Grantor will, at Grantor's own expense, when the exterior of the dwelling on the Property next needs repainting, repaint the entire dwelling with a historical Victorian color scheme of at least three colors, with the decoration and trim painted a light color, the wood cladding painted a medium color, and the window sashes painted a dark color. Grantor will obtain Grantee's prior written approval before painting any exterior surface on the dwelling.

12. 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.

13. 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.

14. 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.

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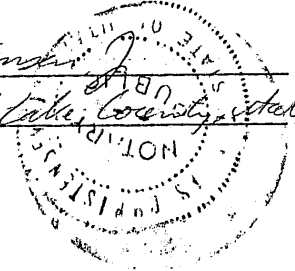
IN WITNESS WHEREOF, the Grantor has hereunto set his hand
this 24th day of December, 1980.

Joe H. Lamb

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

On the 24th day of December, 1980, personally appeared
before me Joe H. 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:

12-15-83