

AFTER RECORDING MAIL TO:

Thomas Christensen, Jr.
Fabian & Clendenin
800 Continental Bank Building
Salt Lake City, Utah 84101

3855056

GRANT OF PRESERVATION EASEMENT

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This preservation easement is granted this 10th day of October, 1983, by Harold B. Lamb, as Trustee of the Harold B. Lamb Trust created under Trust Agreement dated May 6, 1976, and Joe H. Lamb (hereinafter collectively referred to as Grantor), to the Utah Heritage Foundation, a Utah non-profit corporation 355 Quinee, Salt Lake City, Utah (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 successors, 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"):

TRACT NO. 1:

Beginning West 497.07 feet and South 14°26' East 319.75 feet from the Northeast Corner of Section 34, Township 1 South, Range 1 East, Salt Lake Meridian; thence South 14°26' East 7.16 feet; thence South 69°41' West 18 feet; thence South 6°59' West 14 feet; thence South 65°00'20" West 47.8 feet; thence South 79°12'50" West 45.52 feet; thence North 10°28' West 12.78 feet; thence North 71°37'37" East 114.29 feet to the point of beginning, containing 0.037 acres more or less. (Also identified as Reference No. 01128140 Serial No. 17 5799-030 on records of Salt Lake County Assessor.)

TRACT NO. 2:

Beginning 497.07 feet West and South 14°26' East 338.36 feet from the Northeast Corner of Section 34, Township 1 South, Range 1 East, Salt Lake Meridian; thence North 14°26' West 10.95 feet; thence South 69°41' West 18 feet; thence South 16°59' West 14 feet; thence South 65°00'20" West 47.8 feet; thence South 79°12'50" West 45.53 feet;

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thence South 8.02 feet; thence North 85°52'20"
East 33.57 feet; thence Northeasterly 85 feet more or
less to the point of beginning, containing 0.03
acres more or less. (Also identified as Reference
No. 01128116 and Serial No. 17 5754-001 on records
of Salt Lake County Assessor.)

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 con-
struction, 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, altera-
tions, 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.

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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 10th day of October, 1983.

Harold B. Lamb
Harold B. Lamb

Joe H. Lamb
Joe H. Lamb

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

On the 10th day of October, 1983, personally appeared before me Harold B. Lamb, as Trustee of the Harold B. Lamb Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Shilene Christensen
Notary Public
Residing at: Salt Lake County

My Commission Expires:
March 4, 1986

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

On the 10th day of October, 1983, personally appeared before me Joe H. Lamb, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Shilene Christensen
Notary Public
Residing at: Salt Lake County

My Commission Expires:
March 4, 1986

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