

3466229

When recorded return to:  
Charles B. Casper  
FABIAN & CLENDENIN  
800 Continental Bank Building  
Salt Lake City, Utah 84101

701  
201  
DAVID DOONE  
COTTONWOOD  
TERRACE  
AUG 18 1 55 PM '00  
KATIE L. DOON  
REGISTER  
SALT LAKE COUNTY  
UTAH

PRESERVATION EASEMENT

This preservation easement is granted by Dail Marie Jordan, hereinafter known as the "Owner" of the below described property, to The Utah Heritage Foundation, a Utah non-profit corporation, hereinafter known as the "Holder" of this preservation easement.

This preservation easement is created to be the type of interest described in Sections 63-18A-1 through 63-18A-6, Utah Code Annotated 1953, as amended. It shall govern the present and future use of property and all improvements thereon located at 226 North 200 West, Salt Lake City, Utah, hereinafter known as the "Property," which is more particularly described as:

Commencing at a point 7 rods South from the Northwest corner of Lot 4, Block 104, Plat "A", Salt Lake City Survey, and running thence South 2 rods, thence East 10 rods, thence North 2 rods, thence West 10 rods, to the place of beginning. Together with and subject to a Right-of-Way over and upon the following described property situate in Salt Lake County, Utah, to-wit: Beginning at a point 7 rods South of the Northwest corner of Lot 4, Block 104, Plat "A", Salt Lake City Survey, and running thence South 4 feet; thence East 165 feet; thence North 8 feet; thence West 165 feet; thence South 4 feet to the place of beginning.

which Property is eligible to be listed on the National Register of Historic Places, in the Capitol Hill Historic District.

WHEREAS, it is the desire of Owner and Holder to preserve and protect the historical and architectural characteristics of the Property, and govern any future construction, demolition, alteration or modification that may alter those characteristics, they do hereby establish and agree to the following terms, conditions, and restrictions:

1. Without the advance written permission of Holder, Owner will not allow or undertake any construction, demolition, remodeling, alteration or modification that would change the exterior appearance of the Property. There shall be no changes in the facades, no additions thereto, no new structures erected on the Property and no

demolition of any structures. Owner will allow no deterioration of the Property or the structures located thereon, either through neglect, lack of maintenance, vandalism, the elements, or through any other means reasonably within his control.

2. Holder shall not withhold its approval of proposed changes unreasonably if the proposed changes would protect, preserve, or enhance the historical or architectural value of the Property.

3. Owner agrees to complete the following work on the main residence located on the Property within the times specified:

- (a) Within two years, Owner will, at Owner's expense, chemically clean the exterior brick. Sandblasting and other abrasive cleaning methods are not acceptable.
- (b) Within one year, Owner will, at Owner's expense, restore the west porch to its original condition. All details shall be appropriate to the period in which the house was constructed.
- (c) Within one year, Owner will, at Owner's expense, repair or remove the existing guttering system and replace it with guttering that exactly matches the existing system. All water shall be directed away from the building.
- (d) Within one year, Owner will, at Owner's expense, restore the grounds to a good condition using plantings appropriate to the period in which the house was constructed and sympathetic to the street. Owner will refer to the Exhibit attached to this easement for landscaping standards. Owner will submit a landscaping plan to Holder for approval before doing landscaping work other than replanting grass.

4. In the event that through normal wear and tear, the repair, replacement, or refinishing of presently existing parts or elements of the structures on the Property are required, Owner may conduct such work without Holder's approval so long as the appearance and quality of the original parts of the structure and the elements of its appearance are not altered. This provision shall not, however, allow Owner to sandblast the exterior.

5. Owner agrees that Holder or persons designated by it shall be permitted to come upon the Property to inspect for compliance with this preservation easement, provided that such visits are made at reasonable times established in advance by reasonable notice.

6. In the event that Owner receives a bona fide offer to purchase the Property, and he accepts such offer, he shall give Holder the prior privilege of purchasing the Property at the same price and upon the same terms as those offered. Holder shall have thirty days from the delivery of a written notice of the offer to accept it and execute the documents necessary to assume the position of the buyer

under the terms of the offer. Holder shall be entitled to reasonable proof of the validity and terms of the offer.

7. Owner agrees to place an easement plaque upon the exterior of the principal structure on the Property. The design of this plaque shall be designated by Holder. Holder shall pay the cost of the plaque.

8. Holder may assign its rights under this preservation easement to another person or entity.

9. This preservation easement shall run with the land and be binding in perpetuity, to cause the Owner and/or possessor of the premises or anyone acting as agent or successor thereto, to do and refrain from doing each of the actions provided for herein.

10. Owner further agrees that the terms of this preservation easement or a reference to the fact that the Property is burdened by a "recorded preservation easement" will be inserted in any subsequent deed, will, lease, or other legal instrument by which he divests himself of any interest in the Property.

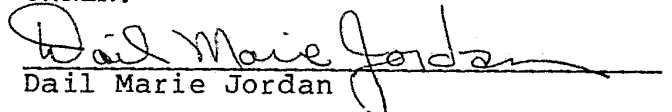
11. In the event that a violation of these restrictions is found to exist, Holder may, following reasonable notice to Owner, institute a suit to enjoin the violation or require the restoration of the premises to its present state, or whatever state of condition it may have been in subsequent to this date which was judged to be better than it now is and enter upon the premises and correct any such violation or accomplish such restoration and hold Owner responsible for the costs thereof by recovering damages from Owner.

12. 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.

13. Holder will look to the guidelines attached as Exhibit A in determining whether to approve any proposed construction, demolition, remodeling, alteration or modification of the Property.

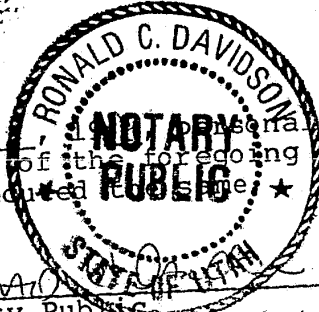
TO HAVE AND TO HOLD, unto Holder, its assigns and successors in interest forever.

OWNER:

  
Dail Marie Jordan

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

On the 15<sup>th</sup> day of August, 1953, personally appeared before me Dail Marie Jordan, the signer of the foregoing instrument, who duly acknowledge to me that she executed the same.



Ronald C. Davidson  
Notary Public  
Residing at 121 E. (mile 07) UTAH

My commission expires:

12-6-53