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

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David Doble
AUG 18 1 55 PM '80
KATIE L. BROWN
RECORDER
SALT LAKE COUNTY
COTTELL WARD
T-778

052-121-2300

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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

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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:

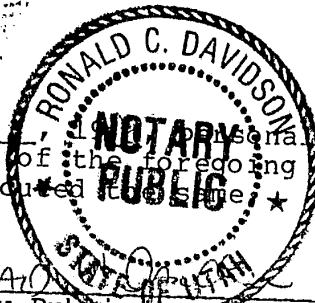
Dail Marie Jordan
Dail Marie Jordan

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

On the 15th day of August, 1951, Dail Marie Jordan 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 SALT LAKE CITY UTAH

My commission expires:
12-6-53

RE-RECORDED TO ADD EXHIBIT "A".

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EXHIBIT A
GUIDELINES

The following shall constitute guidelines for evaluating any construction, alteration, remodeling, restoration or improvements:

A. Masonry

1. Cleaning. Cleaning should be undertaken if the appearance of the building is substantially affected by dirt, staining or paint. Sandblasting, waterblasting, and other methods that use abrasive materials to remove paint are not acceptable means of removing dirt, stains, or paint. Only chemical cleaning will be an acceptable means of removing matter foreign to the brick.
2. Repair. Much of the brick used during the late 1800's is soft and has deteriorated. Deteriorated brick shall be carefully removed and replaced with matching brick. Patching with concrete or plaster is unacceptable. Stone repair shall be completed with material exactly matching the original.
3. Painting. Painting of brick that was originally intended to be exposed (unpainted) is generally discouraged. However, some brick which has been painted may be too soft to clean in which case the brick may be repainted, but only with Holder's approval.
4. Preservatives. Preservatives such as silicones and acrylics, etc., are not recommended for use at this time.

B. Chimneys

All original chimneys shall be restored. New chimneys which are necessary for the operation of utilities can remain. All other non-original chimneys shall be removed. If a restored chimney is not used, it must be capped in such a way that it is not visible from the ground.

C. Wood

1. Repair and restoration. All repair and restoration shall be completed with material which exactly matches the original workmanship in detail and kind.
2. Painting. Color selection shall be sympathetic to the period of construction for an individual residence and compatible with the neighboring properties and the street in general.

D. Porches

Where it can be demonstrated that the existing porch is original, the porch shall be restored in accordance with original materials and details. Otherwise Holder shall research the building sufficiently to determine the type of porch and probable detailing. Construction drawings shall be completed based on the research.

E. Exterior Stairs

Concrete stairs often replaced original wooden stairs. Where this has happened, the concrete stairs shall be removed and appropriate wood stairs constructed. Details of construction shall be in keeping with the character of the house.

F. Roofs

Cedar or red pine shingles protected the early homes of the area. Asphalt has replaced most of the wood roofs. Where it can be demonstrated that the original roof was wood, the roof shall be returned to its original material (when the roof next needs replacing). Detailing shall be consistent with the period of the building. All necessary guttering shall be completed at the same time. Guttering shall be consistent with period of building.

G. New Construction

All exterior additions to the buildings shall be first approved by Holder.

H. Landscaping

Early landscaping in the area consisted of lawn, various ground covers, flowers, shrubs, fruit

trees and other non-bearing shade trees. A list of appropriate plantings is available through the Utah Heritage Foundation.

I. Fencing

1. Various patterns of fencing are appropriate to the area. Picket fences and stone fences (retaining walls) seem to be the most common for the front yard. Woven wire was probably used for rear yard and garden fencing. So-called chain-link fencing is much later than is appropriate and is generally discouraged.
2. Picket fences. Many styles of picket fencing still exist in the neighborhood which, through photographs, can be shown to be of an earlier design. Owners are encouraged to use a variety of picket fencing. Styles can be researched through the Utah State Historical Society.
3. Stone fences (retaining walls). Stone fencing is well documented in the area. Stones were gathered from the land as it was cleared for planting. Stone fencing is most appropriate where retention of a slope or an abrupt change of grade occurs.
4. Line fences. Property boundaries can also be marked by hedges or other forms of planting. Grapes, vines, Virginia creeper, ivy and other such plants were often used to separate properties. A framework for the plants was constructed along the property line when the planting occurred. The plants were then allowed to fill in. Fences of this type need to be maintained to avoid a "scruffy" or neglected look.

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KATIE L. NIXON
RECORDER
SALT LAKE COUNTY
UTAH

SEP 17 2 18 PM '80

LED OF *Catherine D. Tre*
REF

Sylvia M. Johnson

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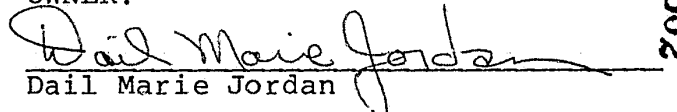
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12. Should any part of this instrument be declared void or otherwise unenforceable, the remainder shall nevertheless continue to be binding and of full force and effect.

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:

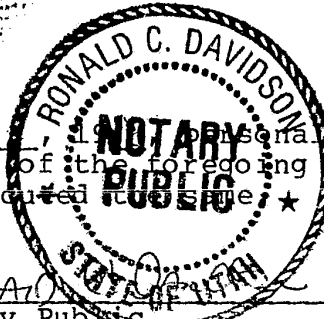

Dail Marie Jordan

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BOOK 5137 PAGE 1006

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

On the 15th day of August, 1951, I 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 SAET (mile CT) UTAH

My commission expires:

12-6-53

RE-RECORDED TO ADD EXHIBIT "A".

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REC'D OF
REF
Debra W. Schenck

SEP 17 2 18 PM '80

KATHIE L. JIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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