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08/11/2000 04:04 PM 42.00  
Book - 8380 Pg - 5972-5987  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
BY: KCC, DEPUTY - WI 16 P.

**DECLARATION OF EASEMENTS,  
RESTRICTIONS AND  
MAINTENANCE**

THIS DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE is made this 10th day of August, 2000, TRAINING TABLE LAND & HOLDING COMPANY, L.C., a Utah limited liability company ("Land & Holding").

**RECITALS**

A. Land & Holding is the owner and developer of certain real property located in West Valley City, Utah, which is described on Schedule "A" attached hereto (the "Land & Holding Parcel").

B. Land & Holding is also the owner and proposed seller of certain real property located in West Valley City, Utah, which is described on Exhibit "B" attached hereto (the "IHOP Parcel").

C. The Land & Holding Parcel and the IHOP Parcel are immediately adjacent to one another and form a single parcel which is described on Exhibit "C" attached hereto (the "Property").

D. The Property has been or will be improved under a general plan or scheme of development in accordance with a site plan (the "Site Plan") attached hereto as Exhibit "D" and consistent with the terms and conditions of this Declaration and for that purpose Land & Holding intends to create and establish certain easements, restrictions and obligations with respect to the Property and the respective parcels.

NOW, THEREFORE, Land & Holding hereby declares as follows:

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BK8380PG5972

1. Grant of Easements. The Property, the Land & Holding Parcel and the IHOP Parcel and any owner thereof and their respective successors, assigns, agents, employees, customers, business invitees, tenants, licensees and guests, shall be granted, for the benefit of and appurtenant to each of the respective parcels, the following easements:

a. Pedestrian Easements. Perpetual and nonexclusive easements for the purpose of pedestrian traffic over, upon, across and between the Land & Holding Parcel and the IHOP Parcel, and all public streets and parking areas abutting or located on any portion of the Property to the extent the same are generally intended for pedestrian use.

b. Vehicular Easements. Perpetual and nonexclusive easements for the purpose of vehicular traffic and parking over, upon, across and between the Land & Holding Parcel and the IHOP Parcel, and all public streets and parking areas abutting or located on any portion of the Property to the extent the same are generally intended for vehicular use.

c. Access Easements. Perpetual and non-exclusive easements for the purpose of providing ingress, egress and access over, upon, across and between the Land & Holding Parcel and the IHOP Parcel, and any easements hereby created, consistent with the access points and driving lanes on the property as the same are designated on the Site Plan or may be established from time to time.

d. Utility Easements. Perpetual nonexclusive easements for the installation, use, testing, connection to, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines

or systems hereafter developed to serve one or both of the parcels; provided, however, that unless otherwise agreed in a separate written Declaration between all of the owners of the Property, all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereinafter called "Utility Facilities") will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Property or improvements on which such Utility Facilities are located. It is understood and agreed that items such as manhole covers, hydrants, standpipes, meters, control valves, transformers and other similar items customarily required to be located aboveground will not be required to be installed underground.

e. Construction Easements. Perpetual, nonexclusive easements for the purpose of constructing the improvements on the Property, including grading, balancing and compaction of soils and other site work materials; reconstruction; storage of supplies and materials; and installation, replacement, modification, care and maintenance, provided such use is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of either parcel or the improvements thereon.

2. Unimpeded Access. No barricade or other divider will be constructed between the Land & Holding Parcel and the IHOP Parcel and no owner of any portion of the Property will prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Property in the areas designated for such purpose.

3. Not a Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of either the Land & Holding Parcel or the IHOP Parcel to

the general public or for the general public or for any public purpose whatsoever, it being the intention of this Declaration will be strictly limited to and for the purposes expressed herein.

4. Parking Compliance. All parking spaces established from time to time and located on the Land & Holding Parcel or the IHOP Parcel shall be deemed available for the calculation of a single parking count for purposes of satisfying and complying with all zoning and other governmental authorities with jurisdiction over parking on the Land & Holding Parcel and the IHOP Parcel, and for purposes of calculating the number of parking spaces which is commensurate with the existing or proposed floor space or improvements located or to be located on the Land & Holding Parcel and on the IHOP Parcel. Further, the owners of any portion of the Property will comply with all applicable laws, rules and regulations effecting the Property, including without limitation, compliance with applicable zoning and parking requirements, and neither party shall reduce the number of parking spaces now available on or hereafter constructed on the Land & Holding Parcel or the IHOP Parcel or take any other action which may result in noncompliance with any such laws, rules or regulations.

5. Employee Parking. Employees of the owners or occupants of the Land & Holding Parcel and the IHOP Parcel shall be required to park their vehicles in that area which includes the last two rows of parking spaces (East end of the Property) as designated on the Site Plan.

6. Restrictions on Use of Land & Holding Parcel. The owner of the Land & Holding Parcel shall not, directly or indirectly, use, lease or sell, or permit the use or lease of, any portion of the Land & Holding Parcel to or by any person for the ownership, management or control of any restaurant or other food service operation which would directly compete with an International

House of Pancakes restaurant. By way of illustration, but without limitation, the following would constitute prohibitive restaurants or food service operations under this section: The Village Inn, Bob's Big Boy, Shoney's, Denny's, Denny's Diner, Perkins', Waffle House, Baker's Square, Coco's, JB's, Alley's, Cracker Barrel, Marie Callender's, Friendly's or Bob Evans' Farms. Notwithstanding anything to the contrary in this Section 6, the following would constitute permissible restaurants or food service operations under this section: dinner houses or sea food restaurants; Oriental, French, Mexican, Italian, or other ethnic restaurants; any so-called "fast food" operation such as, without limitation, McDonald's, Burger King, Wendy's, Taco Bueno, Taco Bell, or What-a-Burger; any so-called "casual dining" restaurant such as, without limitation, Chili's or Black-Eyed-Pea; or any food specialty shops such as, without limitation, ice-cream, yogurt, submarine sandwich, pizza, or other similar item shops.

7. Restrictions on Use of IHOP Parcel. The owner of the IHOP Parcel shall not, directly or indirectly, use, lease or sell, or permit the use or lease of, any portion of the IHOP Parcel to or by any person for the ownership, management or control of a restaurant or other food service operation which offers flame broiled hamburgers as a primary menu item or which advertises or promotes "gourmet hamburgers" as a principal menu item. By way of illustration, but without limitation, the following would constitute prohibitive restaurants or food service operations under this section: Chili's, T.G.I. Friday's, Red Robin, Apollo Burgers, Crown Burgers, Astro Burgers, Ruby Tuesday's and Fuddrucker's.

8. General Restrictions. Neither the Property, the Land & Holding Parcel nor the IHOP Parcel shall be used for any purpose other than the existing use or as a permitted restaurant or food service establishment without the prior written consent all owners of the Property.

9. Maintenance. The owners of the Land & Holding Parcel and IHOP Parcel shall maintain those portions of their respective parcels which are from time to time devoted to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, lighting and drainage facilities as follows:

a. Repair and replace the surface and subsurface of parking lot and driveways to maintain the same in a level, smooth and evenly covered condition with the type of materials originally constructed thereon or of such substitutes as will in all respects be equal to such materials in quality, appearance and durability.

b. Maintain and care for all grass, shrubs and landscaping, including but not limited to, the fertilizing, watering, mowing and trimming thereof and maintain, repair and replace, when necessary, automatic sprinkler systems and water lines.

c. Remove paper, debris, ice, snow, refuse and other hazards, and wash or thoroughly sweep as required.

d. Maintain such appropriate entrance, exit and directional signs, markers and lights as will be reasonably required.

e. Paint and repaint as may be required to maintain the parking areas and equipment installed thereon in high quality condition.

10. Common Maintenance. Notwithstanding anything in this Declaration to the contrary, at the option of the owner of the Land & Holding Parcel, at any time that the IHOP Parcel shall not be maintained consistent with the requirements of Section 9, the owner of the Land & Holding Parcel may hire persons, at its discretion, to provide snow removal service for all parking areas and sidewalks on the IHOP Parcel, to maintain the landscaping areas at or near the east-west center line to the Property which are to be maintained by the owner of the IHOP Parcel, and to repair and maintain the area through which there is ingress-egress to the Property. In the event that the owner of the Land & Holding Parcel shall elect to hire persons to perform one or more of the foregoing functions, it shall give reasonable prior written notice to the owner of the IHOP Parcel of its intention to do so and the owner of the IHOP Parcel shall pay to the owner of the Land & Holding Parcel, upon demand therefor, the reasonable cost incurred by the owner of the Land & Holding Parcel for such work as shall have benefitted or improved the IHOP Parcel. Such persons who shall be hired by the owner of the Land & Holding Parcel shall, to the extent their work benefits or improves the IHOP Parcel, or represents work which is, according to this Declaration, to be undertaken by the owner of IHOP Parcel, be deemed to be subcontractors of the owner of the IHOP Parcel, and the owner of the Land & Holding Parcel shall not be liable for the simple negligence of such persons.

11. Failure to Maintain. If the owner of either the Land & Holding Parcel or the IHOP Parcel shall fail to repair or maintain its parcel in accordance with the terms of this Declaration, the other owner shall have the right to perform the needed repairs or maintenance at a reasonable cost (including a ten percent [10%] fee for supervision). In such event, the owner who shall have failed

to maintain or repair shall be responsible to the other owner for such reasonable cost and shall, immediately upon demand therefor, reimburse the other owner.

12. Lighting and Landscaping. The owners of the Land & Holding Parcel and the IHOP Parcel shall each construct, or cause to be constructed, lighting facilities and fixtures and landscaping islands and areas for the Property in accordance with the Site Plan. Each owner shall pay and discharge, when due, all utility charges for electricity or water used on or in connection with such lighting or landscaping, as well as on or in connection with the business or operations upon the parcel owned or occupied by such owner. It is understood that the owner of the Land & Holding Parcel shall be responsible (maintenance and payment of utility costs) for lighting fixtures numbers 1, 2 and 3 as designated on the Site Plan and for landscape islands A, D, E and F as designated on the Site Plan. It is further understood that the owner of the IHOP Parcel shall be responsible (maintenance and payment of utility costs) for lighting fixtures numbers 4, 5 and 6 as designated on the Site Plan and for landscape islands B, G, H and I as designated on the Site Plan. The lighting fixtures assigned to the owners of each parcel will be separately metered to the respective parcel. All lighting fixtures will remain lit from dusk to 1:00 a.m. each day.

13. Covenants Run With Land. This Declaration and all of the provisions herein (i) are made for the direct benefit of both the Land & Holding Parcel and the IHOP Parcel and (ii) shall constitute covenants that run with the land, and such covenants shall bind and benefit Land & Holding and its grantees, transferees, heirs, lessees, devisee, personal representatives, successors and assigns, and shall bind any other party which at any time acquires any interest in, or occupies any portion of, the Land & Holding Parcel or the IHOP Parcel, and their respective grantees, transferees,



heirs, devisees, personal representatives, successors and assigns. This Declaration and all of the provisions herein shall also bind and benefit the Land & Holding Parcel and the IHOP Parcel, and all interests in all or any portion of both such properties shall be subject to the terms of this Declaration.

By acquiring any interest in, or by occupying all or any portion of the Land & Holding Parcel and/or the IHOP Parcel, the parties so acquiring or so occupying the Land & Holding Parcel and/or the IHOP Parcel hereby agree to be bound by the terms of this Declaration.

14. Property Taxes. Nothing contained in this Declaration is intended to relieve the owners of the Land & Holding Parcel or the IHOP Parcel, or any portion thereof, from timely satisfying all property and other taxes assessed against all or any portion of the Land & Holding Parcel or the IHOP Parcel.

15. Signs. The owners of the Land & Holding Parcel and the IHOP Parcel shall only erect such signs (including without limitation pole or monument signs, banners, placards, window or door lettering, decorations, or advertising of any type which can be viewed from the exterior of any commercial building on the subject Parcel) as shall be approved by the owners of both parcels and in conformance with all applicable governmental codes and ordinances. No owner of either parcel shall permit or construct any sign (of any nature whatsoever) which would impair the visibility of or access to any portion of the Property.

16. Remedies. In the event of any violation of this Declaration by the owner of the Land & Holding Parcel or the owner of the IHOP Parcel, or their respective successors or assigns, the other party, or their respective successors or assigns, shall have, in addition to the right

to collect damages for such violation, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

17. Successors and Assigns. The terms and conditions of this Declaration shall inure to the benefit of and be binding upon the respective successors and assigns of Land & Holding.

18. Identical Counterparts. This Declaration may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

19. Headings. The headings of the paragraphs and subparagraphs of this Declaration are inserted for convenience only and shall not be deemed to constitute part of this Declaration or to affect the construction hereof.

20. Modification and Waiver. Any of the terms or conditions of this Declaration may be waived in writing at any time by the party which is entitled to the benefits thereof, and this Declaration may be modified or amended at any time, but only by a writing executed by all of the owners of the Land & Holding Parcel and the IHOP Parcel. No waiver of any of the provisions of this Declaration shall be deemed or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.

21. Governing Law. This Declaration has been executed and delivered and is to be performed in the State of Utah and shall be construed, enforced, and governed by the laws of the State of Utah.

22. Attorney's Fees. Should any owner of the Land & Holding Parcel or the IHOP Parcel attempt to enforce its rights under this Declaration, whether in suit or otherwise, the prevailing

party in such action shall be entitled to recover reasonable attorney's fees and cost from the unsuccessful party, including such fees and costs incurred on appeals, in addition to the other remedies available under Utah law.

23. Severability. If any provision of this Declaration or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Land & Holding has executed this Declaration the date and year first above written.

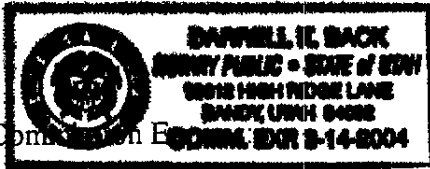
TRAINING TABLE LAND & HOLDING COMPANY, L.C.

By:   
KENT J. CHARD, Manager

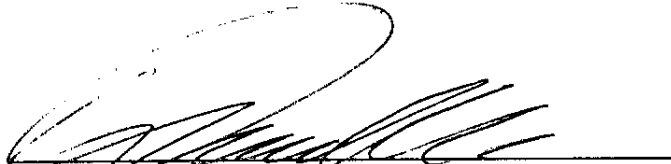
STATE OF UTAH                    )  
  )ss.  
COUNTY OF SALT LAKE    )

On the 10<sup>th</sup> day of August, 2000, personally appeared before me, Kent J. Chard, who being by me duly sworn, says that he is the Manager of Training Table Land & Holding Company, L.C., the limited liability company that executed the above and foregoing instrument and

that said instrument was signed in behalf of said company and Kent J. Chard acknowledged to me that said company executed the same.



My Commission Expires

  
NOTARY PUBLIC

15-27-351-026

Amendment to Parcel 3,  
Midvalley Subdivision  
Parcel 3-A Legal Description

Beginning At A Point North 89°55'00" East Along The Section Line 668.13 Feet And Due South 1663.17 Feet From The West Quarter Corner Of Section 27, Township 1 South, Range 1 West, Salt Lake Base And Meridian And Running Thence Due South 139.39 Feet; Thence South 89°55'30" West 276.37 Feet; Thence South 77°31'35" West 24.16 Feet To A Point On The Easterly Right Of Way Line Of Decker Lake Drive (2200 West Street) Said Point Being On A Curve To The Left, The Radius Point Of Which Bears South 77°31'35" West 840.00 Feet; Thence Northerly Along Said Easterly Right Of Way Line And Arc Of Said Curve 151.81 Feet; Through A Central Angle Of 10°21'18"; Thence North 89°55'00" East 345.93 To The Point Of Beginning.

Contains 1.03 Acres

Prepared for: Training Table Restaurants, Inc.  
4535 South 2300 East  
Salt Lake City, UT 84117  
Attn.: Kent Chard

Prepared by: Larsen & Malmquist, Inc.  
Job No. 04048-00  
3 August 2000  
RDS

CONSULTING CIVIL – STRUCTURAL ENGINEERING AND LAND SURVEYING

**EXHIBIT** A

BK 8380 PG 5984

**Amendment to Parcel 3,**  
**Midvalley Subdivision**  
**Parcel 3-B Legal Description**

Beginning At A Point North 89°55'00" East Along The Section Line 668.13 Feet And Due South 1802.56 Feet From The West Quarter Corner Of Section 27, Township 1 South, Range 1 West, Salt Lake Base And Meridian And Running Thence Due South 155.59 Feet; Thence South 89°55'30" West 280.71 Feet To A Point On The Easterly Right Of Way Line Of Decker Lake Drive (2200 West Street) Said Point Also Being On A Curve To The Left, The Radius Point Of Which Bears South 87°52'54" West 840.00 Feet; Thence Northerly Along Said Easterly Right Of Way Line And The Arc Of Said Curve 151.81 Feet Through A Central Angle Of 10°21'18"; Thence North 77°31'35" East 24.16 Feet; Thence North 89°55'30" East 276.37 Feet To The Point Of Beginning.

Contains 1.03 Acres

Prepared for: Training Table Restaurants, Inc.  
4535 South 2300 East  
Salt Lake City, UT 84117  
Attn.: Kent Chard

Prepared by: Larsen & Malmquist, Inc.  
Job No. 04048-00  
3 August 2000  
RDS

CONSULTING CIVIL – STRUCTURAL ENGINEERING AND LAND SURVEYING

**EXHIBIT B**

BK 8380 PG 5985

Order Number: 10105706

A portion of the Southwest 1/4 of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

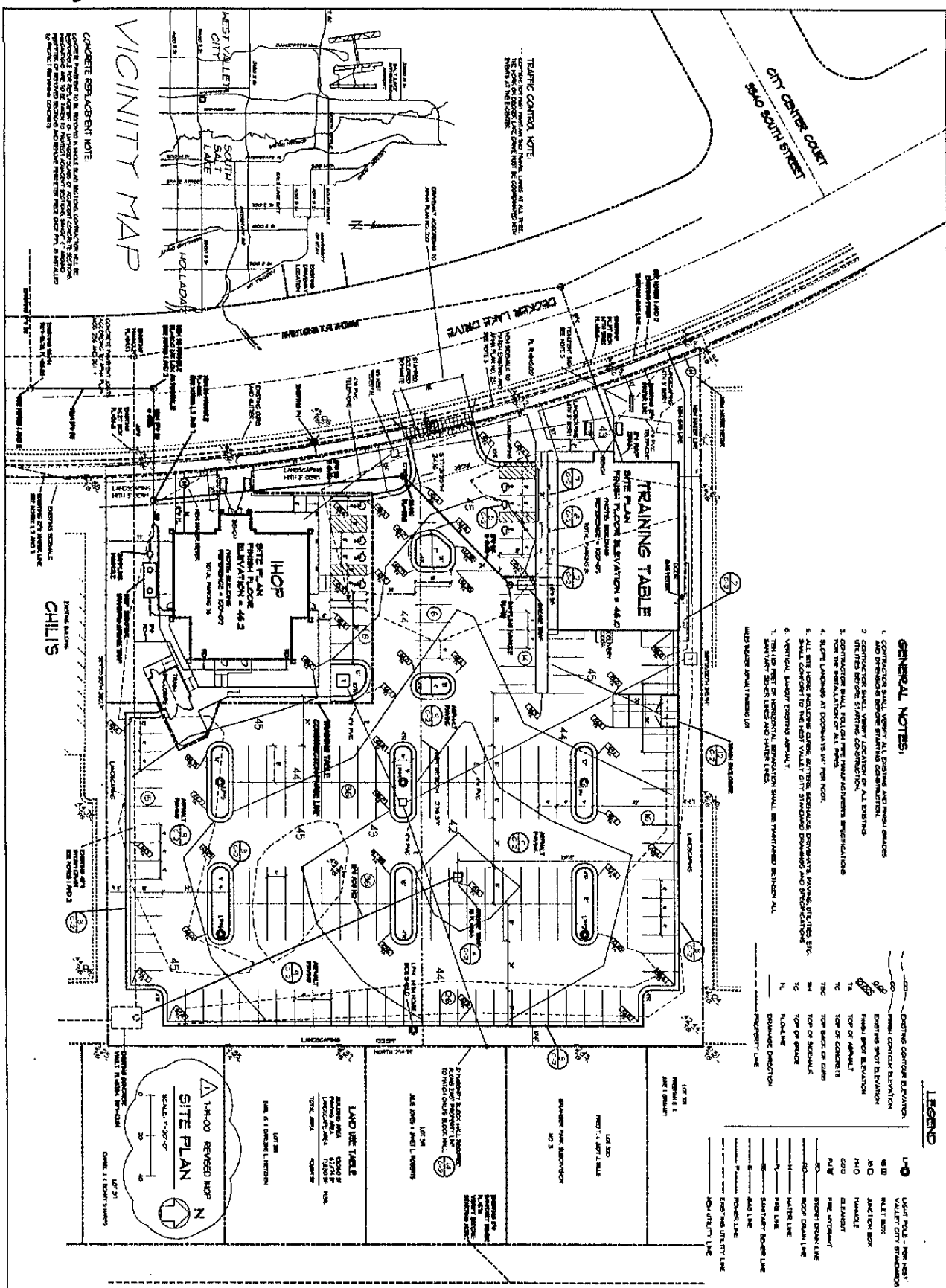
Beginning at a point located North 89 deg. 55'00" East along the 1/4 section line 668.13 feet and South 1663.17 feet from the West 1/4 corner of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, thence South 297.11 feet (actual 294.99) to the North line of property conveyed to P.J. Management by Warranty Deed recorded September 17, 1997 as Entry No. 6741082 in Book 7759, Page 2363; thence South 89 deg. 55'30" West 280.63 feet (actual 280.71) along said North line to the Easterly right of way line of Decker Lake Drive; thence Northwesterly along said right of way and along the arc of an 840.00 foot radius non-tangent curve (radius bears South 88 deg. 01'36" West) 305.75 feet (actual 303.63) through a central angle of 20 deg. 51'19" (chord: North 12 deg. 24'04" West 304.07 feet); thence North 89 deg. 55'00" East 345.94 feet to the point of beginning.

TOTAL P.03

EXHIBIT C

BK8380PG5986

BK8380PG5987



**GENERAL NOTES:**

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED CONDITIONS AND DIMENSIONS BEFORE STARTING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE STARTING CONSTRUCTION.
3. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S SPECIFICATIONS FOR ALL MATERIALS.
4. SLOPE LANDING AT DOORWAYS SET FOR ROOM.
5. ALL UTILITY RISERS SHALL BE PROTECTED BY CONCRETE CURBS AND SHALL BE PROTECTED BY CONCRETE CURBS AND SHALL BE PROTECTED BY CONCRETE CURBS.
6. VERTICAL CLEARANCE SHALL BE MAINTAINED BETWEEN ALL EXISTING AND PROPOSED UTILITIES.
7. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE CURBS AND SHALL BE PROTECTED BY CONCRETE CURBS.

**LEGEND**

- 1-10 EXISTING CONCRETE FOUNDATION
- 1-11 EXISTING CONCRETE FOUNDATION
- 1-12 EXISTING CONCRETE FOUNDATION
- 1-13 EXISTING CONCRETE FOUNDATION
- 1-14 EXISTING CONCRETE FOUNDATION
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- 1-49 EXISTING CONCRETE FOUNDATION
- 1-50 EXISTING CONCRETE FOUNDATION

**SITE PLAN**  
 A NEW BUILDING FOR  
**TRAINING TABLE**  
 5365 SOUTH DECKER LAKE DRIVE WEST VALLEY CITY, UTAH

DRAWN BY  
 CHECKED BY  
 JOB NO.  
 DATE

**PASKER GOULD AMES & WEAVER**  
 ARCHITECTS PLANNERS  
 5263 SOUTH 400 WEST MURRAY, UTAH (801) 268-4668



Exhibit D