

RETURNED

OCT 26 2001

PREPARED BY AND
WHEN RECORDED MAIL TO:

IHOP Properties, Inc.
450 North Brand Boulevard
Glendale, California 91203-1903
Attention: Legal Department

E 1698551 8 2913 P 119
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 OCT 26 9:10 AM FEE 21.00 DEP CY
REC'D FOR KIRTON & MCCONKIE

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

10-067-0103 pt -
NW 20,4N1W

SHORT FORM LEASE

THIS SHORT FORM LEASE is made as of June 15, 2001, by and between JT LAYTON CROSSING NORTH L.C., a Utah limited liability company ("Landlord"), having its principal place of business at 1165 E. Wilmington, Suite 275, Salt Lake City, Utah 84106, and IHOP PROPERTIES, INC., a California corporation, having its principal place of business at 450 N. Brand Boulevard, Seventh Floor, Glendale, California 91203-1903 ("Tenant").

WITNESSETH:

THAT for and in consideration of the covenants and agreements contained in that certain Ground Lease dated June 15, 2001 (the "Lease"), Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord that certain land owned by Landlord, commonly known as Lot 4 of Layton Gateway Crossing North, as shown on the site plan attached hereto as Exhibit A and more particularly described as set forth on Exhibit B attached hereto, consisting of approximately Thirty Six Thousand Sixty-Five (36,065) square feet of land, with buildable square footage of at least Four Thousand Nine Hundred Eighty-Four (4,984) square feet, together with the Improvements (as defined in the Lease) to be constructed thereon pursuant to the terms of the Lease, and the rights appurtenant thereto (the "Premises"). In addition, and for no additional consideration, Landlord grants to Tenant the exclusive right, license, easement and privilege to (a) erect, maintain and electrify a free-standing sign to display the name, trademark and logo of the business operated on the Premises, on a portion of the Premises, and (b) to construct, use and maintain a trash enclosure at that location on the Premises shown as "Trash Enclosure" on Exhibit A subject to compliance with applicable municipal requirements.

TO HAVE AND TO HOLD the Premises during the Term, which shall be for a period of twenty-five (25) years commencing on the Rent Start Date (as defined in the Lease) (the "Term"). Landlord also hereby grants Tenant three (3) consecutive options to extend the Term for a period of five (5) years each.

SUBJECT TO the following as set forth in Article 19 and Article 21 of the Lease:

ARTICLE 19 - RIGHT OF FIRST REFUSAL

19.1 Purchase. If, at any time after the date of mutual execution of this Lease and prior to the expiration of the Term, Landlord desires to sell the Premises separate and apart from the Shopping Center, Tenant shall have a right of first refusal as follows: Landlord shall give Tenant written notice specifying the terms and conditions on which Landlord desires to sell the Premises and offering to sell to Tenant on the state terms and conditions. Within ten (10) days after receipt of the notice, Tenant shall either accept or reject the offer. If Tenant rejects the offer, then, for a period of six (6) months after the expiration of the ten (10) day period, Landlord shall be free to sell to any other person on the terms and conditions specified in the notice. If the sale is to be made on terms and conditions other than those so specified, then the right to purchase shall again be offered to Tenant as set forth above. Tenant's rejection of any one or more such offers shall not affect its right of first refusal as to any other proposed sales by Landlord or its successors or assigns.

19.2 Lease. If, at any time after the date of mutual execution of this Lease and prior to the expiration of the Term, Landlord desires to lease the Premises for a term commencing after the expiration of the Term, Tenant shall have a right of first refusal as follows: Landlord shall give Tenant written notice specifying the terms and conditions on which Landlord desires to lease the Premises and offering to lease to Tenant on the state terms and conditions. Within ten (10) days after receipt of the notice, Tenant shall either accept or reject the offer. If Tenant rejects the offer, then for a period of six (6) months after the expiration of the ten (10) day period, Landlord shall be free to lease to any other person on the terms and conditions specified in the notice. If the lease is to be made on terms and conditions other than those so specified, then the right to lease shall again be offered to Tenant as set forth above. Tenant's rejection of any one or more such offers shall not affect its right of first refusal as to any other proposed lease by Landlord or its successors or assigns.

ARTICLE 21 - RESTRICTIVE COVENANT

21.1 Landlord's Covenants. Landlord agrees, for itself and its successors and assigns, that during the Term it will not use or lease, or permit, suffer, or allow any tenant to use or lease any portion of the Shopping Center, other than the Premises, or any property located within one (1) mile of the Premises now or hereafter owned or controlled by Landlord, for any full service, full menu, moderately priced restaurant ("family restaurant") that would compete with an International House of Pancakes® restaurant, such as, but not limited to, The Village Inn, Bob's Big Boy, Shoney's, Denny's, Denny's Diner, Perkins', Waffle House, Baker's Square, Coco's, JB's, Allie's, Cracker Barrel, Marie Callender's, Friendly's or Bob Evans' Farms. Notwithstanding anything to the contrary in the preceding sentence, Landlord may use or lease, or permit or allow any tenant to use or lease any portion of the Shopping Center for the following: (1) dinner houses or seafood restaurants, (2) Oriental, French, Mexican, Italian, or other ethnic restaurants, (3) any so-called "fast food" operation, such as, without limitation, McDonald's, Burger King, Wendy's, Taco Bueno, Taco Bell, or Whataburger, (4) any so-called "casual dining" restaurant such as Chili's or Black-Eyed Pea, or (5) any food speciality shops such as, without limitation, ice cream, yogurt, submarine sandwich, pizza or similar single item shops.

21.2 Remedies for Breach. The covenants of Landlord set forth in Section 21.1 are a material inducement for Tenant to enter into this Lease. If Landlord breaches such covenants and the breach is not cured within twenty (20) days after written notice thereof from Tenant to Landlord, Tenant shall have the right to pursue all of its rights and remedies available at law or in equity, including cancellation of this Lease, a suit for damages, and injunctive relief. The foregoing enumeration of rights and remedies shall not preclude the exercise of any other rights or remedies which might be available to Tenant at law or in equity.

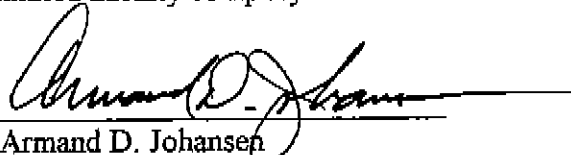
It is understood and agreed that this Short Form Lease is executed solely for the purpose of giving notice to the public of the existence of the Lease for the Premises, the terms and conditions of which are expressly incorporated herein by reference for all purposes as though fully set forth herein. Should there be any inconsistency between the terms of this instrument and the Lease incorporated herein, the terms of the Lease shall prevail.

All exhibits attached hereto are hereby incorporated herein as though set forth in full in this Short Form Lease itself.

IN WITNESS WHEREOF, the parties hereto have executed this Short Form Lease as of the day and year first above written.

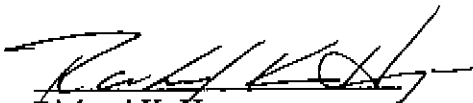
LANDLORD:

JT LAYTON CROSSING NORTH L.C.,
a Utah limited liability company

By: 
Armand D. Johansen
Manager

TENANT:

IHOP Properties, Inc.,
a California corporation

By: 
Richard K. Herzer
Its: President

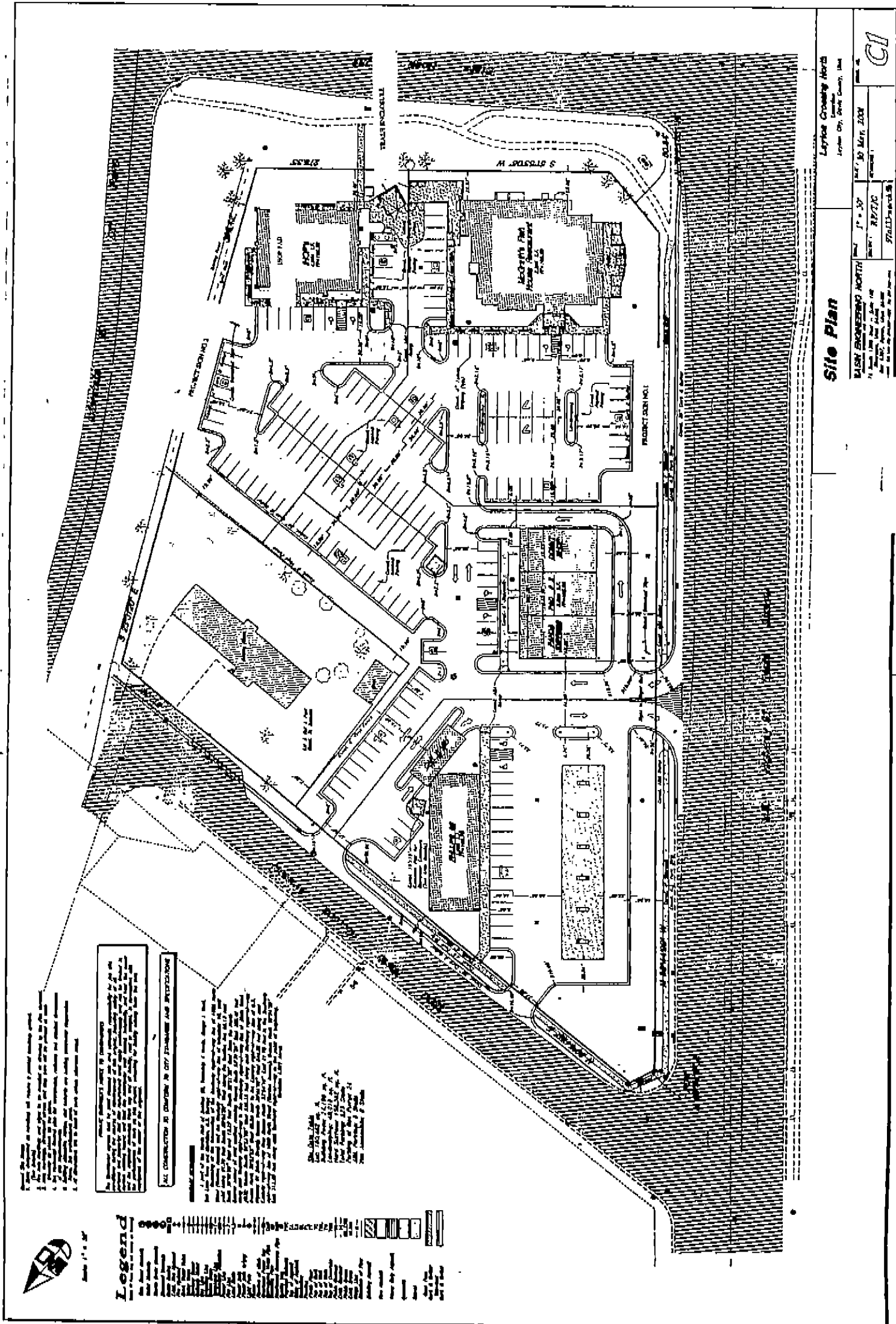


EXHIBIT A

Legal Description of Premises

Real property located in Davis County, State of Utah which is specifically described as follows:

A part of North Half of Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Westerly right-of-way line of Interstate 15, said point being South 89°54'50" West, 91.70 feet along a section line to said Westerly right-of-way line and South 20°00'00" East, 23.13 feet and South 23°31'20" East, 167.89 feet from the North Quarter corner of said Section 20; Running thence South 23°31'20" East, 242.80 feet along said Westerly right-of-way line; thence South 51°53'08" West, 119.41 feet along the Northerly right-of-way line of State Road No. 232; thence North 38°44'00" West, 158.92 feet; thence North 0°41'41" West, 43.33 feet; thence North 17°42'39" East, 26.06 feet; thence North 0°05'10" West, 104.08 feet; thence North 89°54'50" East, 89.24 feet to the point of beginning.

[Contains approximately 0.828 acres]

Said real property is also described as:

Lot 4, Layton Gateway Crossing North No. 2, a subdivision located in Section 20, Township 4 North, Range 1 West, SLB&M, according to the official plat thereof on file with the Davis County Recorder, State of Utah.