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Salt Lake City, Utah 84111

E 1293290 B 2074 P 950
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 DEC 16 10:50 AM FEE 20.00 DEP JPL
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
[Marie Callender Leasehold Overflow Parking]

12511-990

THIS DECLARATION (this "Declaration") is executed as of the 23rd day of October, 1996, by WESTSTAR GROUP, L.L.C., a Utah limited liability company ("Weststar"), whose address is 1597 North Woodland Park Drive, Suite 100, Layton, Utah 84041, LAYTON P. OTT, an individual ("Ott"), whose address is 1597 North Woodland Park Drive, Suite 100, Layton, Utah 84041, and MARIE CALLENDER PIE SHOPS, INC., a California corporation ("Marie Callender"), whose address is 1100 Town and Country Road, Suite 1300, Orange, California 92668.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

1.1. "Benefitted Parcel" means the real property located in Davis County, Utah, described as follows:

All of Lot 10, WOODLAND PARK COMMERCIAL SUBDIVISION,
according to the plat recorded in the official records of the Davis County Recorder.

1.2. "Burdened Parcels" means the real property located in Davis County, Utah, described as follows:

Lots 8 and 9, WOODLAND PARK COMMERCIAL SUBDIVISION,
according to the plat recorded in the official records of the Davis County Recorder.

1.3. "Ground Lease" means the Ground Lease, dated August 7, 1996, entered into between Weststar and Ott, as landlord, and Marie Callender, as tenant, covering the Benefitted Parcel.
10-165-0008, 10-165-0009

1.4. "Parcels" means the Benefitted Parcel and the Burdened Parcels, collectively, and "Parcel" means either the Benefitted Parcel or the Burdened Parcels, individually, where no distinction is required by the context in which such term is used.

2. Purpose. Pursuant to Paragraph 17 of the Ground Lease, Weststar and Ott have agreed to grant to Marie Callender certain access and parking rights, as set forth in this Declaration.

Weststar is the sole owner of the Burdened Parcels and Marie Callender is the sole holder of the leasehold estate under the Ground Lease, which has not been assigned or subleased by Marie Callender.

3. Rights-of-Way and Easements. During the term, including option periods if exercised, of the Ground Lease (only), the Benefitted Parcel (but no other real property) shall have appurtenant thereto and shall be benefitted by, and the Burdened Parcels shall be subject to and shall be burdened by, a non-exclusive right-of-way and easement, to be used by customers and invitees of the Benefitted Parcel only, for:

(a) pedestrian and vehicular ingress and egress at all times; and

(b) temporary vehicular parking (without charge) on, over and across those portions of the Burdened Parcels which may be improved from time to time for such purposes during (but only during) the following times: 5:30 p.m. to 12:00 midnight on weekdays, and 7:00 a.m. to 12:00 midnight on weekends and recognized business holidays.

4. No Interference. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in Paragraph 3 shall be constructed or erected, nor shall any person in any other manner obstruct or interfere with the use of such rights-of-way and easements.

5. Nature and Term of Declaration. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Parcels for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration be strictly limited to the purposes expressed in this Declaration. Each right-of-way, easement, covenant and restriction created by this Declaration is an appurtenance to the leasehold estate created by the Ground Lease (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to such leasehold. Each right-of-way, easement, covenant and restriction contained in this Declaration (whether affirmative or negative in nature) shall constitute a covenant running with the land for the term of the Ground Lease only. On the expiration or sooner termination of the Ground Lease, this Declaration and each right-of-way, easement, covenant and restriction created by this Declaration shall automatically terminate and cease to have any further force or effect.

6. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of, and be binding on, each tenant and subtenant under the Ground Lease and each owner of the Burdened Parcels and their respective successors and assigns. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration.

THE PARTIES have executed this Declaration on the respective dates set forth below, to be effective as of the date first set forth above.

WESTSTAR:

WESTSTAR GROUP, L.L.C.

By Dan Gilhuff Wayne Bellum
Its Members
Date October 16, 1996

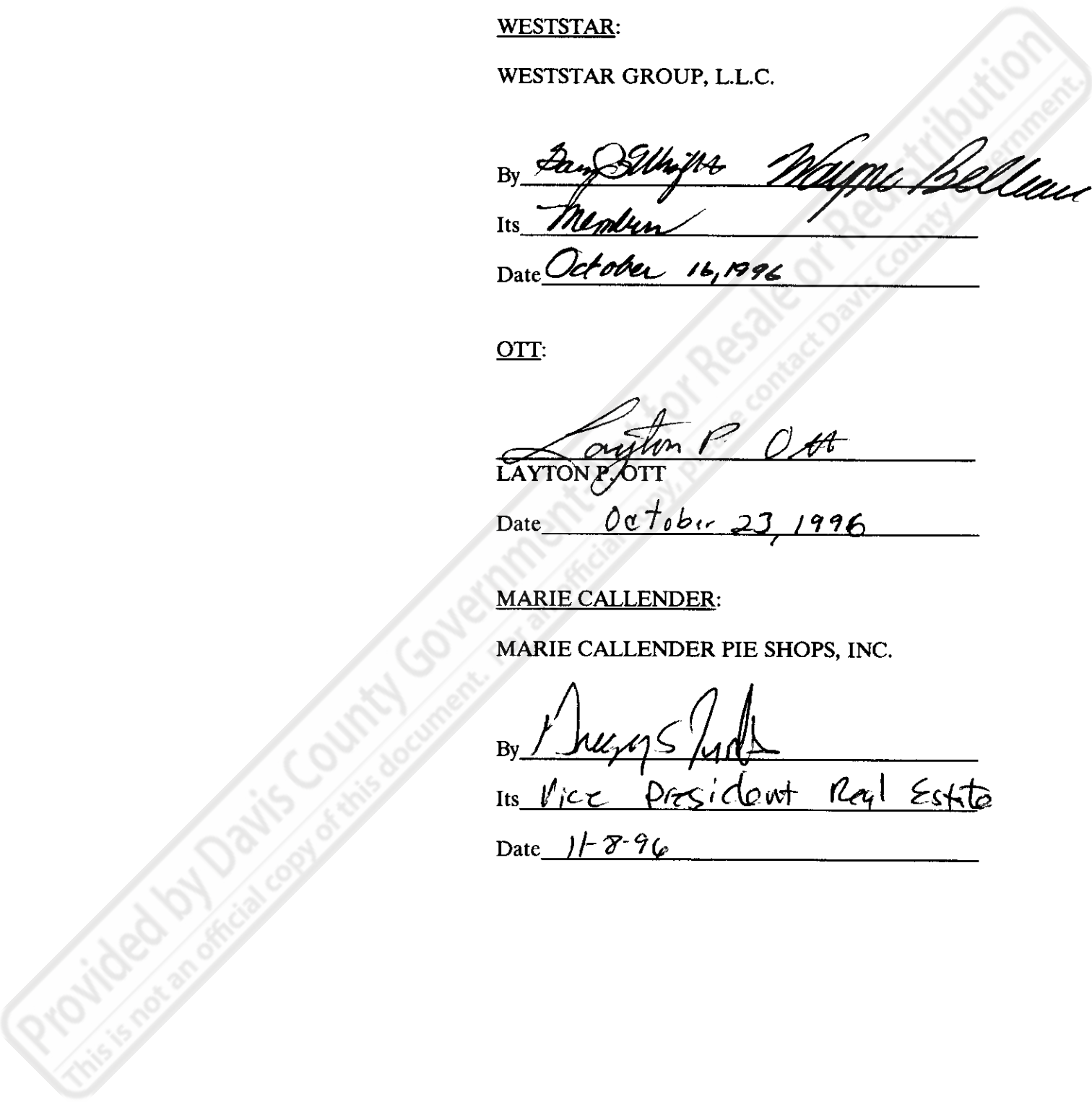
OTT:

Layton P. Ott
LAYTON P. OTT
Date October 23, 1996

MARIE CALLENDER:

MARIE CALLENDER PIE SHOPS, INC.

By Mary S. Judd
Its Vice President Real Estate
Date 11-8-96



State of Utah)
County of Davis) ss.

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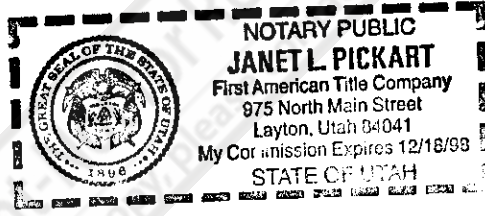
The foregoing instrument was acknowledged before me this 23rd day of October, 1996,
by Gary Wright / member, the Wayne Belleau / member
of Weststar Group, L.L.C.

(Seal)

Janet L. Pickart
Notary Public

My Commission Expires:
12-18-98

Residing at: welch



State of Utah)
County of Davis) ss.

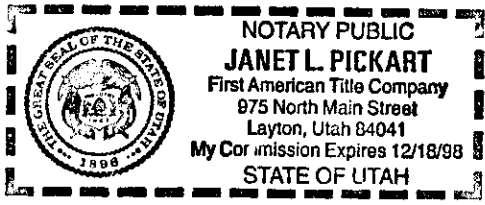
The foregoing instrument was acknowledged before me this 23rd day of October, 1996,
by Layton P. Ott.

(Seal)

Janet L. Pickart
Notary Public

My Commission Expires:
12-18-98

Residing at: welch



State of CALIFORNIA)
County of ORANGE) ss.

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The foregoing instrument was acknowledged before me this 8th day of November 1996,
by GREG S. LYND, the VICE PRESIDENT OF REAL ESTATE
of Marie Callender Pie Shops, Inc.

(Seal)

[Signature]
Notary Public

My Commission Expires:

SEPTEMBER 24, 1999

Residing at:

MARIE CALLENDER PIE SHOPS, INC.



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