

543 E. 5th St #7

Recorded at Request of LAUREL MEMMOTT
at 10th Fee Paid \$ 700 KATIE L. DIXON, Recorder NOV - 9 1978
Salt Lake County, Utah, By Quill Ann Dept. Date

3194546

DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS made this 30th day of October, 1978 by HERMES ASSOCIATES, a Utah partnership (hereinafter referred to as "Hermes").

WITNESSETH:

WHEREAS, Hermes is the owner of that parcel of real property located in Salt Lake County, State of Utah which is more particularly described in the attached Exhibit "A" which is incorporated herein by this reference, and;

WHEREAS, Hermes is now developing said property as a shopping center substantially in the manner shown on the plot plan attached hereto as Exhibit "B" and incorporated herein by this reference, and;

WHEREAS, Hermes has entered into leases with various tenants wherein some of said tenants have been granted the exclusive right to operate a particular type of business within said shopping center, and;

WHEREAS, Hermes has agreed to place certain restrictions upon the shopping center and to grant certain easements over a portion of the shopping center;

NOW, THEREFORE, Hermes hereby declares and grants as follows:

- 1) The above recitals are incorporated herein as though set forth in full.
- 2) That Hermes covenants that it will not without the prior written approval of Sirloin Stockade, Inc., a corporation, permit any portion of the crosshatched area on the attached Exhibit "B" which by this reference is incorporated herein other than the demised premises of Sirloin Stockade, Inc. to be occupied by any other self-service steak-house type restaurant or by any office building, entertainment facility, recreational facility, training facility or education facility. As used herein "entertainment facility" or "recreational facility" includes but is not limited to a bowling alley, skating rink, billiard room, health spa, health studio, gymnasium, bar, tavern or other place of public amusement; and "training or educational facility" includes, but is not limited to, a beauty school, a barber college, reading room, place of instruction, or any other operation catering primarily to students or trainees rather than to customers, it being the intent of this provision that the parking and other common facilities in the vicinity of demised premises should not be burdened by either large scale or protracted use by persons other than customers of tenant.
- 3) That Hermes covenants that it will not without a prior approval of Bank Tenant permit any portion of the shopping center as described on Exhibit "A" other than the Bank Tenant demised premises to be occupied by a second commercial bank operation or savings/building and loan association, provided, however, nothing shall prevent Hermes from leasing or permitting to occupy premises within the shopping center other types of financial and lending institutions including but not limited to finance and thrift companies, loan companies, credit unions or other financial institutions.
- 4) Hermes hereby reserves to itself, its successors and assigns and grants to the tenants of the shopping center a nonexclusive easement over and upon parking and common area shown on the attached Exhibit "B" for the purpose of vehicular ingress and the parking of motor vehicles

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of the customers, patrons, suppliers and employees of the tenants and their sub-tenants and concessionaires. Said easement shall, in the case of tenants, be appurtenant to the respective demised premises of the tenant and shall in each instance automatically terminate upon the termination of their respective leases. All of those portions of the shopping center (including driveways, turnabouts, loading areas, pedestrian walkways and malls) not shown as building areas on Exhibit "B" shall be considered as common areas. Hermes further hereby declares that as long as any of said easements are in existence, no building, fence, wall or other obstructions shall be erected or maintained upon any portion of said parking and common areas other than the customary parking lot improvements, such as light standards, sign pylons and landscaping. Anything to the contrary herein contained notwithstanding, Hermes shall have the right to make reasonable changes in the buildings and common areas shown in Exhibit "B" hereto without obtaining the prior consent of the tenants.

5) Each of the restrictions herein contained and easements herein granted shall inure to the benefit of and be binding upon any person or entity declaring any right, title or interest in the property to which such restrictions or easements pertain.

6) The owner, mortgagee or beneficiary under any deed of trust or any portion of the property described on Exhibit "A" shall have the right to bring suit or take any other legal action required to enforce the provisions of this agreement.

7) The breach of any of the foregoing restrictions or any action taken to enjoin, abate or remedy the same, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any portion of the property affected by said restrictions or easements, but said restrictions and easements shall be binding upon any owner whose title is acquired by foreclosure, trustee sale or otherwise.

HERMES ASSOCIATES, a Utah partnership

By: *Nick S. Vidalakis*
Nick S. Vidalakis, Senior General Partner

By: *J. Rees Jensen*
J. Rees Jensen, General Partner

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

On this 30th day of October, 1978, before me the undersigned, a Notary Public in and for said State, personally appeared NICK S. VIDALAKIS, General Partner, and J. REES JENSEN, General Partner, known to me to be partners of the partnership that executed the within instruments, and acknowledged to me that such partnership executed the same.

MY COMMISSION EXPIRES:

Nov. 10, 1981

Debra Harris
Notary Public in and for said
County & State



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EXHIBIT "A"

Legal Description of "FAMILY PLACE"
Located at 3300 South at West Temple
Salt Lake City, Utah

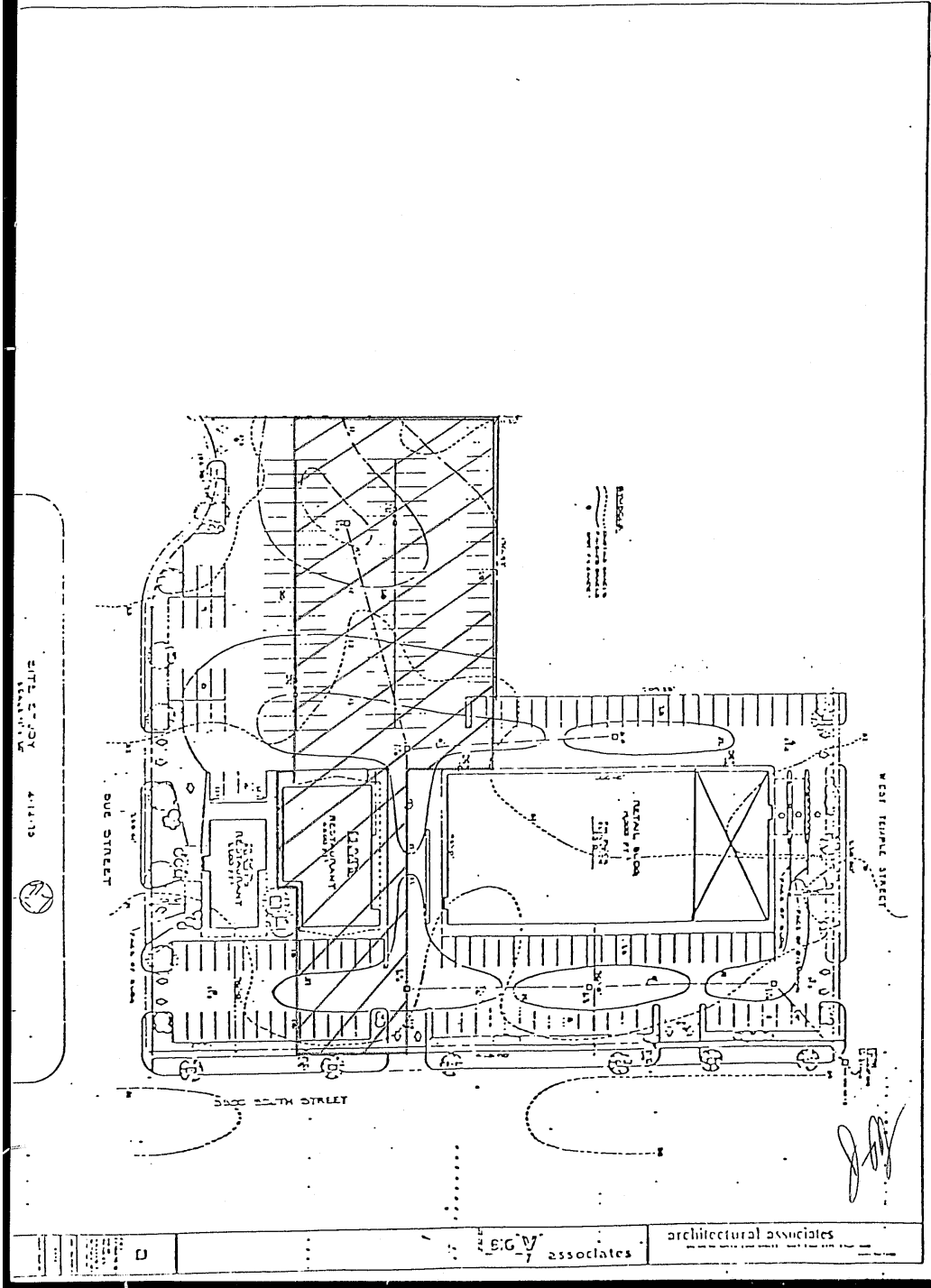
Beginning at a point S 00°02'00" E, along the west line of Lot 9, Block 16, Ten Acre Plat "A", big field survey 40.00 feet from the northwest corner of said lot and running thence N 89°53'20" E 428.00 feet along the south right of way line of 3300 South Street to the west line of 30 West Street; thence along said west line for the next 3 courses and distances: S 00°01'50" E 266.41 feet to a point on the arc of an 80.00 foot radius curve to the right; thence southwesterly 62.77 feet along said curve (chord bears: S 22°26'57" W 61.177 feet) to a point on the arc of a 60.00 foot radius curve to the left; thence southerly and southeasterly 131.957 along said curve (chord bears: S 18°04'37" E 106.920 feet) to the northeast corner of Lot No. 12, Burton Addition Subdivision; thence S 16°03'49" W 114.44 feet to the southeast corner of said Lot No. 12; thence S 89°52'23" W 207.98 feet to the southwest corner of Lot No. 13 of said Burton Addition Subdivision; thence N 00°02'00" W 137.09 feet to the most westerly northwest corner of said Lot No. 13; thence N 89°53'20" E 11.25 feet; thence N 00°02'00" W 176.99 feet; thence S 89°53'20" W 209.25 feet to the east line of West Temple Street (also known as 100 West Street); thence N 00°02'00" W 220.50 feet along said last line to the point of beginning.

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EXHIBIT "B"

Site Plan as of October 30, 1978



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BIG V associates architectural associates

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