

3:00 pm
520-5735

GRANT OF RESTRICTIVE COVENANT

note to
Lone Star of Legal
224 E Douglas # 200
Wichita KS 67201 5414

E 1345284 B 2172 P 1122
JAMES ASHAUER, DAVIS CNTY RECORDER
1997 SEP 5 11:13 AM FEE 16.00 DEF NT
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

This document is made and entered into on this 4th day of September, 1997 by Benchmark, Inc. a Utah corporation of 6864 South 300 West, Midvale, Utah 84047.

WHEREAS, Benchmark, Inc. is the owner of certain real property located in Davis County, State of Utah that is more particularly described on the Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Benchmark Property").

WHEREAS, simultaneous with the execution hereof, Benchmark, Inc. has executed a special warranty deed conveying an adjoining parcel of real property to Lone Star Steakhouse & Saloon of Utah, Inc. a Utah corporation. The adjoining parcel conveyed to Lone Star Steakhouse & Saloon of Utah, Inc. is more particularly described on the Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter the "Lone Star Property"). As part of the transaction involving the sale to and acquisition of the Lone Star Property by Lone Star Steakhouse & Saloon of Utah, Inc., Benchmark, Inc. has agreed to place certain use restrictions on the Benchmark Property that benefit the Lone Star Property.

THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Benchmark, Inc. hereby declares that the Benchmark Property shall hereafter be subject following restriction:

1. No steak house restaurant or restaurant whose primary menu item is steak is to be constructed or operated upon any portion of the Benchmark Property for so long as Lone Star Steakhouse & Saloon of Utah, Inc. is operating a steak house restaurant upon the Lone Star Property.
2. The restrictions created hereby are solely for the benefit of the Lone Star Property and are not for the benefit of any other parcel of real property.
3. The restrictions upon the Benchmark Property created hereby shall be an appurtenance to the Lone Star Property and shall be deemed to run with the title to the Benchmark Property.

4. The terms hereof shall be binding upon the parties' successors and assigns.

EXECUTED by the parties in Salt Lake City, Utah on the day and year first mentioned above.

Benchmark, Inc., a Utah Corporation

by: Jeffrey D. Allen
its: President

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

On the 4th day of September, 1997, personally appeared before me Jeffrey Allen, who upon being duly sworn by me, did acknowledge that he executed the foregoing instrument in his capacity as President of Benchmark, Inc., a Utah corporation.



[Signature]
NOTARY PUBLIC

EXHIBIT A

BEGINNING AT A POINT NORTH $89^{\circ}40'15''$ EAST ALONG THE SECTION LINE 687.285 FEET AND NORTH $0^{\circ}03'10''$ EAST 125.40 FEET FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH $89^{\circ}40'15''$ WEST 337.80 FEET TO THE EASTERLY LINE OF THE UTAH STATE HIGHWAY DEPARTMENT FRONTAGE ROAD; THENCE NORTH $2^{\circ}51'00''$ EAST ALONG SAID EAST LINE 301.54 FEET; THENCE SOUTH $89^{\circ}06'27''$ EAST 466.89 FEET; THENCE SOUTH $0^{\circ}03'10''$ WEST 291.11 FEET; THENCE SOUTH $89^{\circ}40'15''$ WEST 143.77 FEET TO THE POINT OF BEGINNING.

DT. 03 016 0063

EXHIBIT B

Beginning at a point which is North 89°40'15" East along the Section line 831.05 feet, and North 0°03'10" East 416.50 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°06'27" West 466.89 feet to the East right-of-way line of the I-15 frontage road; thence North 2°51' East along said East line 36.45 feet; thence North 7°08' West along said East line 114.69 feet to the West point described in that Boundary Line Agreement as recorded in book 287 at page 144 with the Davis County Recorder; thence South 89°06'27" East along said Agreement line 479.46 feet; thence South 0°03'10" West 150.02 feet to the point of beginning. Contains 70,614 Square feet or 1.6211 acres.

PT. CD. 006 0063