

E 1345286 & 2172 P 1128
JAMES ASHAUER, DAVIS CNTY REC DEPT
1997 SEP 9 11:15 AM FEE 16.00 REC NO
REC'D FOR FIRST AMERICAN TITLE CO OF UT

Handwritten notes:
Lone Star atty 4/4
224E Douglas #20
Wichita KS 67202-3434

EASEMENT AGREEMENT

This Easement Agreement is dated this 26th day of August, 1997 and has been made and entered into by and between Benchmark, Inc. a Utah corporation of 6864 South 300 West, Midvale, Utah 84047 (hereinafter "Benchmark") and Lone Star Steakhouse & Saloon of Utah, Inc. a Utah corporation of 224 East Douglas, Suite 700, Wichita, Kansas 67202-3415 (hereinafter "Lone Star").

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

WHEREAS, Lone Star is the owner of a contiguous parcel of real property that is also located in Centerville City, Davis County, State of Utah (hereinafter the "Lone Star Property") which is more particularly described on the Exhibit "B" attached hereto and, by this reference, made a part hereof.

WHEREAS, Benchmark and Lone Star are both desirous of creating and granting to the other certain easements for ingress, egress and parking over and across portions of their respective parcels for the purpose of enhancing and improving parking and access to the Frontage Road that borders both the Benchmark Property and the Lone Star Property on the West.

THEREFORE, in consideration of the mutual covenants and agreements contained herein, Benchmark and Lone Star hereby agree as follows:

1. Ingress and Egress. Benchmark conveys and grants to Lone Star for the use and benefit of the Lone Star Property a non-exclusive easement for ingress and egress for vehicular and pedestrian access over and across a portion of the Benchmark Property described on the Exhibit "C" attached hereto and, by this reference, made a part thereof.
2. Parking. Benchmark and Lone Star each convey and grant to the other, for the benefit of their respective parcels, a non-exclusive easement for vehicular parking purposes over and across a portion of the Benchmark Property and a portion of the Lone Star Property that is described on the Exhibit "D" attached hereto and, by this reference, made a part hereof.
3. For purposes of illustration, the locations of the easements for ingress, egress and parking are as set forth on the site plan for the Lone Star Property that is attached hereto as Exhibit "E" and, by this reference, made a part hereof.
4. Neither party shall utilize the easement parcels in such a manner that will interfere with the use and enjoyment of the easement parcels by the other party.

lonestareasementagreement.
RMP.g/bpm

- 5. Benchmark shall be responsible for the care and maintenance of that portion of the Benchmark Property that is encumbered by the easements for ingress, egress and parking that are created hereby. Lone Star shall be responsible for the care and maintenance of that portion of the Lone Star Property this is encumbered by the easement for parking that is created hereby.
- 6. Benchmark and Lone Star each agree to exonerate, save harmless, protect and indemnify the other from and against any and all losses, damages, claims, suits, actions, judgements and costs (including reasonable Attorney's fees) that may arise or grow out of any injury to or death of persons or damage to property arising out of or attributable to the negligent acts, or omissions of, or use by then, their agents, servants, employees, guests or customers of the easement parcels.
- 7. The easements granted herein shall be appurtenant to and shall run with the title to the Benchmark Property and Lone Star Property.
- 8. The terms and provisions of this easement agreement shall be binding upon and inure to the benefit of the parties and their respective successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this easement agreement on the day and year first written above.

BENCHMARK, INC.

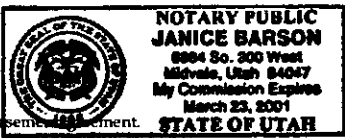
LONE STAR STEAKHOUSE & SALOON OF UTAH, INC.

By: [Signature] *JA 8/24/97*
 Its: PRESIDENT

By: [Signature]
 Its: President

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

On the 26th day of August, 1997, personally appeared before me Mark W. Winn who being by me duly sworn did say, that he, the said Mark W. Winn is the President of Benchmark, Inc. a Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Mark W. Winn duly acknowledged to me that said corporation executed the same.

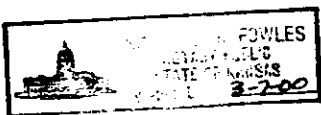


[Signature]
 NOTARY PUBLIC

STATE OF Kansas)
COUNTY OF Sedgwick)

E 1345286 B 2172 P 1130

On the 26th day of August, 1997, personally appeared before me Jamie B. Couiter who being by me duly sworn did say, that he, the said Jamie B. Couiter is the President of Lone Star Steakhouse & Saloon of Utah, Inc. a Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Jamie B. Couiter duly acknowledged to me that said corporation executed the same.



Kimberly H. Fowles
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.

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, Sal. Lake Base and Meridian; and running thence North 89°06'27" West 466.89 feet to the East right-of-way line of the 1-15 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.

EXHIBIT C

E 1345286 B 2172 P 1133

Ingress Egress Easement
over property owned by Benchmark, Inc.
For Lone Star Steakhouse & Saloon of Utah, Inc.

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, and North 89°06'27" West 11.66 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°18'00" West 40.13 feet; thence North 89°42'00" West 402.40 feet; thence South 63°05'56" West 12.20 feet; thence North 89°42'00" West 44.20 feet to the East right-of-way line of I-15 frontage road; thence North 2°51' East along said East line 50.46 feet to the South line of the site; thence South 89°06'27" East 455.23 feet to the point of beginning.

PT - 02 026 0063

EXHIBIT D

E 1345286 & 2172 P 1134

Cross Parking Easement
over property owned by Benchmark, Inc. and
Lone Star Steakhouse & Saloon of Utah, Inc.

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, and North 89°06'27" West 14.66
feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base
and Meridian: and running thence South 0°18'00" West 10.13 feet; thence North
89°42'00" West 378.00 feet; thence North 0°18'00" East 20.00 feet; thence South
89°42'00" East 378.00 feet; thence South 0°18'00" West 9.87 feet to the point of
beginning.

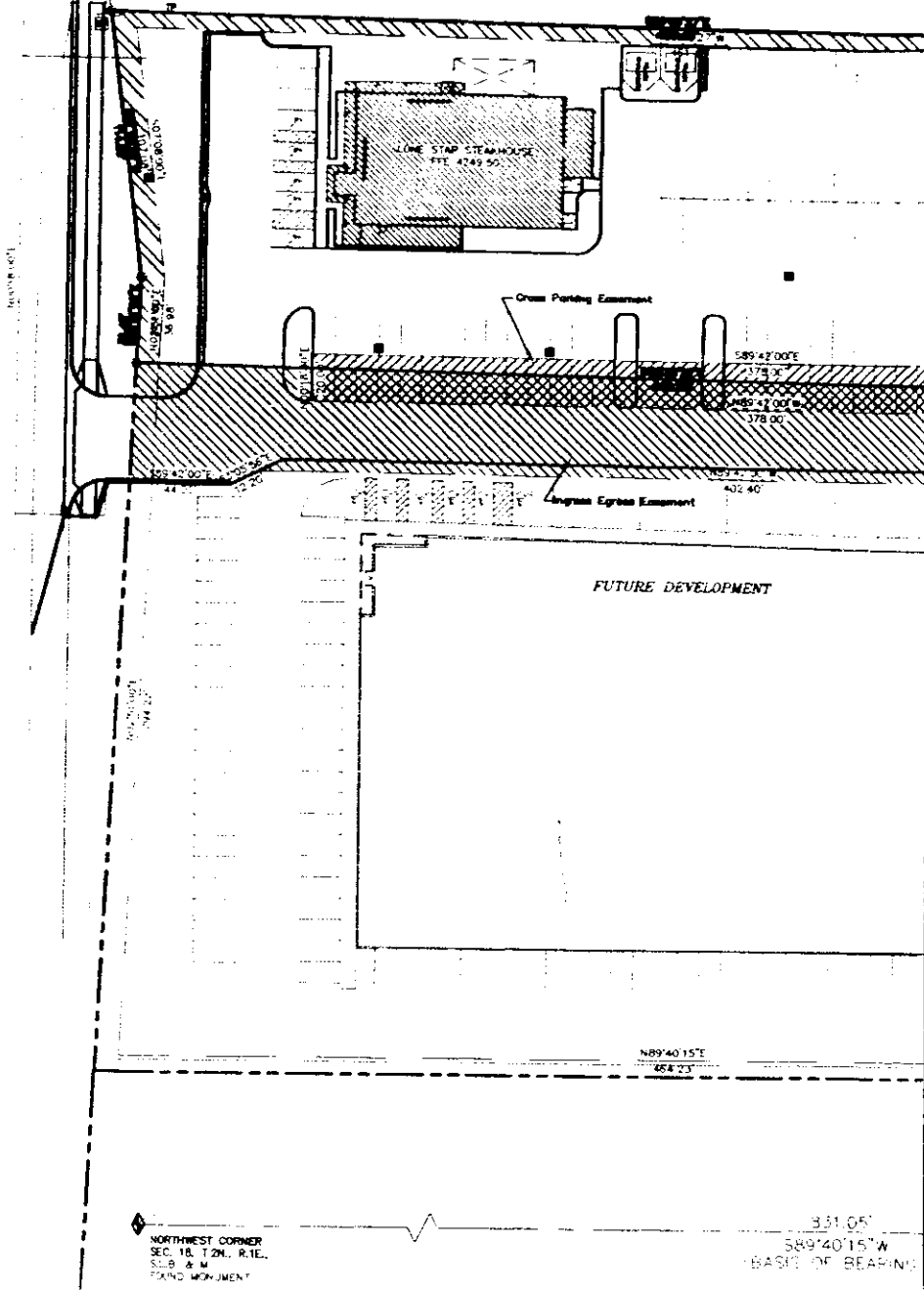
PT. 02 026-2063

INTERVAL 15

FRONTAGE ROAD

EXHIBIT E

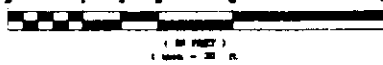
E 1345286 B 21/2 F 1135



— RECORDER'S MEMO —
 LEGIBILITY OF TYPING OR PRINTING
 UNSATISFACTORY IN THE DOCUMENT
 WHEN RECEIVED



GRAPHIC SCALE



E 1345286 B 2172 P 1136

Legal Description:

Beginning at a point which is North 89°40'15" East along the Section line 631.05 feet, and North 0°31'0" 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 468.89 feet to the East right-of-way line of the I-15 Frontage Road; thence North 2°31' East along said East line 38.46 feet; thence North 7°08' West along said East line 114.88 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°31'0" West 150.02 feet to the point of beginning. Contains 70,614 Square feet or 1.6211 acres.

Public Utility Easements

Lone Star Steakhouse & Saloon of Utah, Inc.
 (a 10 foot Public Utility Easement along the I-15 Frontage Road,
 and 7 foot Public Utility Easements along the North and East property lines)

Beginning at a point which is North 89°40'15" East along the Section line 831.05 feet, and North 0°31'0" 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 7.00 feet; thence North 0°31'0" East 143.01 feet; thence North 89°06'27" West 461.46 feet; thence South 7°08' East 107.06 feet; thence South 2°31' West 36.86 feet; thence North 89°06'27" West 10.01 feet to the East right-of-way line of I-15 Frontage Road; thence North 2°31' East along said East line 38.46 feet; thence North 7°08' West along said East line 114.88 feet to the West point described in that Boundary Line Agreement as recorded in book 287 of page 144 with the Davis County Recorder; thence South 89°06'27" East along said Agreement line 479.46 feet; thence South 0°31'0" West 150.02 feet to the point of beginning.

Ingress Egress Easement

over property owned by Benchmark, Inc.
 For Lone Star Steakhouse & Saloon of Utah, Inc.

Beginning of a point which is North 89°40'15" East along the Section line 831.05 feet, and North 0°31'0" East 416.50 feet, and North 89°06'27" West 11.86 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°18'00" West 40.13 feet; thence North 89°42'00" West 402.40 feet; thence South 83°05'56" West 12.20 feet; thence North 89°42'00" West 44.20 feet to the East right-of-way line of I-15 Frontage Road; thence North 2°31' East along said East line 50.46 feet to the South line of the site; thence South 89°06'27" East 455.23 feet to the point of beginning.

Cross Parking Easement

over property owned by Benchmark, Inc. and
 Lone Star Steakhouse & Saloon of Utah, Inc.

Beginning of a point which is North 89°40'15" East along the Section line 831.05 feet, and North 0°31'0" East 416.50 feet, and North 89°06'27" West 14.66 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°18'00" West 10.13 feet; thence North 89°42'00" West 378.00 feet; thence North 0°18'00" East 20.00 feet; thence South 89°42'00" East 378.00 feet; thence South 0°18'00" West 9.67 feet to the point of beginning.

Future Development (Centerville Interstate Plaza, Lot 1)

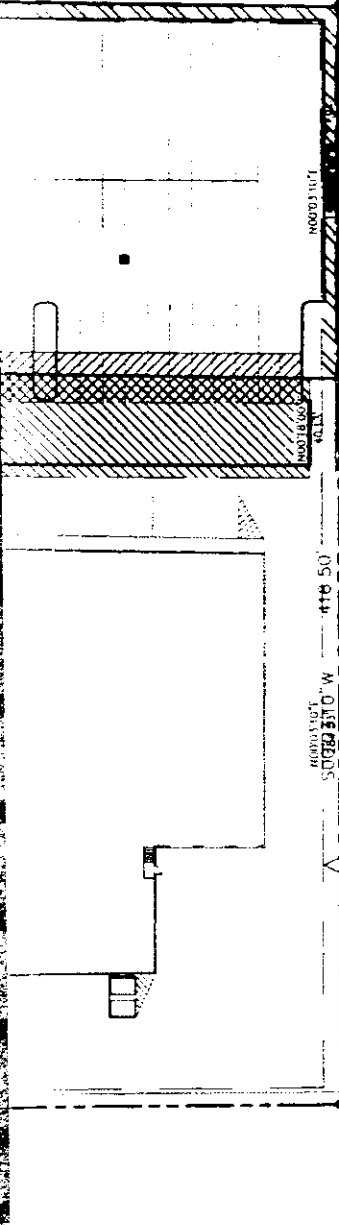
Property Description

Beginning of a point North 89°40'15" East along the Section line 687.285 feet and North 0°31'0" East 125.40 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°40'15" West 337.80 feet to the Easerty Line of the Utah State Highway Department Frontage Road; thence North 2°31'00" East along said East line 301.57 feet; thence South 89°06'27" East 466.89 feet; thence South 0°31'0" West 291.13 feet; thence South 89°40'15" West 143.77 feet to the point of beginning. Contains 2,815 acres.

Public Utility Easements

Future Development (Centerville Interstate Plaza, Lot 1)
 (a 10 foot Public Utility Easement along the I-15 Frontage Road,
 and 7 foot Public Utility Easements along the South and East property lines)

Beginning of a point North 89°40'15" East along the Section line 687.285 feet and North 0°31'0" East 125.40 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°40'15" West 337.80 feet to the Easerty Line of the Utah State Highway Department Frontage Road; thence North 2°31'00" East along said East line 301.57 feet; thence South 89°06'27" East 10.01 feet; thence South 2°31'00" West 294.22 feet; thence North 89°40'15" East 464.23 feet; thence North 0°31'0" East 284.53 feet; thence South 89°06'27" East 7.00 feet thence South 0°31'0" West 291.13 feet to the point of beginning.



1500 30'

NORTH QUARTER CORNER

BUSH & GUDGELL, INC.
 Surveyors - Registered
 666 South 300 East, Salt Lake City, Utah 84111
 (801) 462-1717 Fax (801) 462-1724



Drawn: [] Date: APRIL 1987
 Utensils: []
 Approved: []

Lone Star Steakhouse
 Easement Descriptions
 Location: Sec. 18, T2N, R1E, S188M