

3

53
/ 16

ENT 91359;2003 PG 1 of 10
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Jun 17 4:08 pm FEE 53.00 BY SB
RECORDED FOR ATLAS TITLE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

M. James Brady, Esq.
Bradford & Brady, P.C.
389 N. University Avenue
Provo, UT 84603

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 17 day of June, 2003, by and between ROCKING AZ LAND & LIVESTOCK, LLC, a Utah limited liability company ("Rocking"), and DANSIE FAMILY PARTNERSHIP, a Utah limited partnership ("Dansie"), and is also for the benefit of Utah Department of Transportation ("UDOT") to the extent provided herein, with reference to and based upon the following (all initially capitalized terms contained in this Agreement, unless defined elsewhere in this Agreement, shall have the meanings ascribed to those terms in Article 1 below):

RECITALS:

A. UDOT is the owner in fee of that certain tract of land consisting of approximately 51,857.14 square feet, situated in the City of Springville, County of Utah, State of Utah, as generally shown as Parcel 1 on Exhibit A attached hereto, and as more particularly described in Exhibit B attached hereto ("Parcel 1");

B. Dansie is the owner in fee of that certain tract of land consisting of approximately 36,683 square feet, situated in the City of Springville, County of Utah, State of Utah, as generally shown as "Parcel 2" on Exhibit A attached hereto, and as more particularly described in Exhibit C attached hereto ("Parcel 2");

C. Rocking is the owner in fee of that certain tract of land consisting of approximately 107,593.2 square feet, situated in the City of Springville, County of Utah, State of Utah, as generally shown as "Parcel 3" on Exhibit A attached hereto, and as more particularly described in Exhibit D attached hereto ("Parcel 3");

D. Rocking and Dansie are desirous of granting to each other reciprocal, non-exclusive easements for vehicular and pedestrian ingress and egress to and from their respective Parcels and the public rights of way adjoining the Property, and for utility lines, and Rocking is desirous of granting to Dansie an exclusive easement for the encroachment of certain parking spaces, an exclusive easement for vehicular parking and a non-exclusive easement for utility lines, benefitting and burdening their respective Parcels, and Rocking and Dansie are desirous of granting to UDOT a non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 1 and the public rights of way adjoining the Property, subject to which each Parcel shall be held, leased, sold, mortgaged, developed and used, as covenants running with the land of each Parcel, as hereinafter provided.

E. On or about January 16, 2003, Deerfield Capital Partners I, LLC, a Utah limited liability company ("Deerfield I"), as the prior leasehold owner of Parcel 3, and Deerfield Capital Partners II, LLC, a Utah limited liability company ("Deerfield II"), as the prior fee simple owner of Parcel 2, entered into that certain Reciprocal Easement Agreement bearing the same date, which was recorded on January 17, 2003, as Entry No. 8239:2003 in the Utah County Records, and on or about February 24, 2003, Deerfield I and Deerfield II entered into that certain Agreement to Enter Into REA bearing the same date, which was recorded on February 24, 2003, as Entry No. 26613:2003 in the Utah County Records (collectively, "Prior Agreements"). Rocking and Dansie intend that this Agreement, once mutually executed and recorded in the Utah County Records, shall supersede and cancel the Prior Agreements for all purposes.

ARTICLE 1. DEFINITIONS:

1.1 Access Easement Areas. "Access Easement Areas" shall mean those certain areas of land located from time to time on each Parcel that are devoted to curb cuts, driveways, interior roadways and drive aisles, as generally shown on the Site Plan.

1.2 Fixed Access Easement Areas. "Fixed Access Easement Areas" shall mean those certain areas of land, comprising a portion of the Access Easement Areas, shown as the hatched areas on the Site Plan.

1.3 Land Swap Area. "Land Swap Area" shall mean that certain area of land located on Parcel 3 comprising the Parking Easement Area and a portion of the Fixed Access Easement Areas as depicted on the Site Plan, and as more particularly described in **Exhibit E** attached hereto.

1.4 Occupant. "Occupant" shall mean any Person (including an Owner) from time to time entitled to use and occupy Parcel 1, Parcel 2 or Parcel 3 under any deed, lease, or other instrument or agreement.

1.5 Official Records. "Official Records" shall mean the Official Records of Utah County, Utah.

1.6 Owner. "Owner" shall mean the record owner from time to time of the fee simple title to Parcel 1, Parcel 2 or Parcel 3.

1.7 Parcel. "Parcel" shall mean Parcel 1, Parcel 2 or Parcel 3.

1.8 Parking Easement Area. "Parking Easement Area" shall mean that certain area of land located on a portion of Parcel 3 shown as the cross-hatched area on the Site Plan.

1.9 Party. "Party" shall mean UDOT, Rocking or Dansie, so long as they retain any legal or equitable interest in any portion of the Property, and their respective successors and assigns who become an Owner of any portion of the Property, so long as such successors or assigns retain any legal or equitable interest in any part of the Property.

1.10 Permittee. "Permittee" shall mean any officer, director, member, manager, employee, agent, contractor, customer, vendor, supplier, visitor or other invitee of an Owner or Occupant insofar as their activities relate to the intended uses of the Property.

1.11 Person. "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust or any other form of business or governmental entity.

1.12 Property. "Property" shall mean Parcel 1, Parcel 2 and Parcel 3.

1.13 Site Plan. "Site Plan" shall mean that certain site plan attached hereto as **Exhibit A**. Except as expressly set forth in this Agreement, nothing contained in this Agreement or the Site Plan

shall be construed or operate to limit or restrict the right of any Owner to reconfigure its respective Parcel, or alter, expand or change the location of any existing or future buildings on such Owner's Parcel.

1.14 Utility Lines. "Utility Lines" shall mean those facilities and systems for the transmission of utility services, including, without limitation, electrical current, water, gas, sanitary waste, storm water, telephone, video transmission and data transmission; individually, "Utility Line."

1.15 Utility Line Easement Areas. "Utility Line Easement Areas" shall mean, with respect to Parcel 2, those certain areas of land located from time to time on those portions of Parcel 2 that are not devoted or intended to be devoted to buildings or other structures, as generally shown on the Site Plan, and, with respect to Parcel 3, shall mean that certain area of land located on that portion of Parcel 3 shown as the hatched area on **Exhibit F**, and as more particularly described in **Exhibit G**.

ARTICLE 2. ACCESS EASEMENTS:

2.1 Grant of Access Easements. Dansie, as the Owner of Parcel 2, and Rocking, as the Owner of Parcel 3, each hereby grants to the other and to UDOT (as the Owner of Parcel 1), perpetual, non-exclusive easements, appurtenant to the grantee's Parcel, for vehicular and pedestrian ingress and egress to and from the grantee's Parcel and the public rights of way adjoining the Property, over, across and upon the Access Easement Areas located on the grantor's Parcel, for the benefit of the Owner, Occupants and Permittees of the grantee's Parcel. Notwithstanding anything contained in this Agreement to the contrary, the Fixed Access Easement Areas shall not be altered or relocated at any time without the express prior written consent of the Owner of each Parcel.

2.2 No Obstructions. No fence or other barrier which would prevent or obstruct the passage of pedestrians or vehicles for the purposes herein permitted shall be erected or permitted within or across the Access Easement Areas.

2.3 Construction, Repair and Maintenance. The initial grading, paving, curbing, striping and lighting of the Access Easement Areas located on Parcel 2 and the Fixed Access Easement Areas located on Parcel 3, to the extent the same have not been performed prior to the date of this Agreement, shall be performed by the Owner of Parcel 2, at its sole cost and expense, within ten (10) days after the date of the recording of this Agreement. The initial grading, paving, curbing, striping and lighting of the remainder of the Access Easement Areas located on Parcel 3 shall be performed by the Owner of Parcel 3, at its sole cost and expense, at such time as one or more buildings are constructed on Parcel 3. After the initial construction of the Access Easement Areas located on Parcel 2, the Owner of Parcel 2, at its sole cost and expense, shall cause such Access Easement Areas to be kept and maintained in good condition and repair at all times. After the initial construction of the Access Easement Areas located on Parcel 3, the Owner of Parcel 3, at its sole cost and expense, shall cause such Access Easement Areas to be kept and maintained in good condition and repair at all times. For the purposes of the two immediately preceding sentences, the area of land comprising the Land Swap Area located on Parcel 3 shall be deemed to be a portion of Parcel 2, and not Parcel 3. Notwithstanding the foregoing, the Owner of Parcel 2 and the Owner of Parcel 3 shall each have the right to delegate its respective repair and maintenance obligations pertaining to its respective Parcel to its respective tenants.

2.4 Closing Off Access Easement Areas. The Owner of each Parcel reserves the right to close off the Access Easement Areas located on its respective Parcel at any time for such minimal period of time as may be legally necessary, in the reasonable opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Access Easement Areas located on its respective Parcel, as herein provided, such Owner shall give written notice to the Occupants of the other Parcels of its intention to do so and shall attempt to coordinate such closing with such Occupants so that there shall be no unreasonable interference with the operation of their respective businesses.

2.5 Exclusion of Persons. The Owner of each Parcel reserves the right at any time and from time to time to exclude and restrict any Person who is not a Permittee or an Occupant of the Property from using the Access Easement Areas located on its respective Parcel.

ARTICLE 3. PARKING EASEMENT:

3.1 Grant of Parking Easement. Rocking, as the Owner of Parcel 3, hereby grants to Dansie, as the Owner of Parcel 2, a perpetual, exclusive easement, appurtenant to Parcel 2, for vehicular parking over and across the Parking Easement Area located on Parcel 3, together with an exclusive easement, appurtenant to Parcel 2, for vehicular and pedestrian ingress and egress, to and from Parcel 2 and the Parking Easement Area located on Parcel 3, for the benefit of the Owner, Occupant and Permittees of Parcel 2.

3.2 Construction, Repair and Maintenance. The initial grading, paving, curbing, striping and lighting of the Parking Easement Area located on Parcel 3, to the extent the same have not been performed prior to the date of this Agreement, shall be performed by the Owner of Parcel 2, at its sole cost and expense, within ten (10) days after the date of the recording of this Agreement. After the initial construction of the Parking Easement Area located on Parcel 3, the Owner of Parcel 2, at its sole cost and expense, shall cause the Parking Easement Area located on Parcel 3 to be kept and maintained in good condition and repair at all times. Notwithstanding the foregoing, the Owner of Parcel 2 shall have the right to delegate its repair and maintenance obligations pertaining to its Parcel to its tenant.

3.3 Exclusion of Persons. The Owner of Parcel 2 and the Owner of Parcel 3 reserve the right at any time and from time to time to exclude and restrict any Person who is not a Permittee or an Occupant of Parcel 2 from using the Parking Easement Area located on Parcel 3.

3.4 Directional Sign. Rocking, as the Owner of Parcel 3, hereby grants to Dansie, as the Owner of Parcel 2, a perpetual, exclusive easement, appurtenant to Parcel 2, to erect, repair, maintain and replace directional signs indicating the location of the Parking Easement Area available to the Permittees of Parcel 2, at those locations on Parcel 3 adjacent to the Parking Easement Area.

3.5 Parking Space Encroachment. In addition to the exclusive easement for vehicular parking set forth in Section 3.1, Rocking, as the Owner of Parcel 3, hereby grants to Dansie, as the Owner of Parcel 2, a perpetual, exclusive easement for the encroachment of those certain parking spaces, a portion of which is located on Parcel 2 and the other portion of which extend over to Parcel 3, as depicted on the Site Plan, for the benefit of the Owner, Occupant and Permittees of Parcel 2, it being agreed and understood that the entirety of said parking spaces shall be for the exclusive use of the Owner, Occupant and Permittees of Parcel 2.

ARTICLE 4. UTILITY EASEMENTS:

4.1 Grant of Utility Line Easements. Dansie, as the Owner of Parcel 2, and Rocking, as the Owner of Parcel 3, each hereby grants to the other perpetual, non-exclusive easements, appurtenant to the grantee's Parcel, for the installation, repair, maintenance, replacement and operation of Utility Lines under and across the Utility Line Easement Areas located on the grantor's Parcel, for the benefit of the Owner and Occupant of the grantee's Parcel.

4.2 Location of Utility Lines. The initial location of any Utility Line shall be subject to the prior written approval of the grantee, which approval shall not be unreasonably withheld, delayed or conditioned. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five feet (5') on each side of the centerline if the easement is granted to a Party. All Utility Lines shall be underground, except:

- (a) ground-mounted electrical transformers;
- (b) as may be necessary during periods of construction, reconstruction, repair or temporary service;

- (c) as may be required by any governmental agencies having jurisdiction thereover;
- (d) as may be required by the provider of such service; and
- (e) fire hydrants.

At least thirty (30) days prior to exercising the right granted herein, the grantee shall first provide the grantor with a written statement describing the need for such easement, shall identify the proposed location of the Utility Line, the nature of the service to be provided, and the anticipated commencement and completion dates for the work. The grantee shall pay all costs and expenses with respect to the installation of the Utility Line and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the grantor's Parcel. In addition, the grantee agrees to defend, protect, indemnify and hold harmless the grantor from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and costs of suit, arising out of or resulting from the exercise of the right to install, maintain, repair, replace and operate the Utility Line.

4.3 Relocation of Utility Lines. The grantor shall have the right to relocate a Utility Line upon thirty (30) days prior written notice, provided such relocation:

- (a) shall not interfere with or diminish the utility service to the grantee during the grantee's business hours; and if an electrical line / computer line is being relocated, then the grantor and grantee shall coordinate such interruption to eliminate any detrimental effects;
- (b) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;
- (c) shall be performed without cost or expense to grantee;
- (d) surface and/or subsurface restoration shall be completed using materials and design standards which equal or exceed those originally used, and
- (e) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

ARTICLE 5. INDEMNITY; INSURANCE:

5.1 Indemnity. The Owner of each Parcel (excluding UDOT) hereby agrees to indemnify, defend and save and hold the other Owner and Occupants of the other Parcel (excluding UDOT) harmless from and against any and all claims, suits, demands, liabilities, costs and other expenses (including reasonable attorneys' fees) for any personal injury, death or property damage occurring on the indemnifying Owner's Parcel, except to the extent such personal injury, death or property damage occurs as a result of any act or failure to act of the other Owner or Occupants, or their respective agents; officers, directors, members, managers, employees, contractors, vendors or suppliers, in which case said latter Owner shall to such extent indemnify, defend and save and hold harmless the Owner of the Parcel upon which such act or failure to act occurred. For the purposes of this Section 5.1, the Land Swap Area shall be deemed to be a portion of Parcel 2, and not Parcel 3.

5.2 Insurance. Each Owner (excluding UDOT), at its sole cost and expense, shall obtain and keep in force public liability and property damage insurance covering its respective Parcel in commercially reasonable amounts for so long as this Agreement shall remain in full force and effect. For the purposes of this Section 5.2, the Land Swap Area shall be deemed to be a portion of Parcel 2, and not Parcel 3.

ARTICLE 6. LOT LINE ADJUSTMENT:

The Parties contemplate that the southerly portion of the common boundary line of Parcel 2 and Parcel 3 adjacent to the Land Swap Area will be adjusted so as to incorporate the Land Swap Area into Parcel 2 and eliminate the same from Parcel 3. At such time as the lot line adjustment has been made

and the Land Swap Area becomes part of Parcel 2, and not part of Parcel 3, then the parking easement and related ingress and egress easement granted pursuant to Section 3.1, and all related provisions of this Agreement, shall automatically terminate and be expunged for all purposes, without further act or deed of any Party or Parties, and all references in this Agreement to "Parcel 2" and "Parcel 3" shall be deemed to refer to Parcel 2 and Parcel 3 as reconfigured pursuant to the lot line adjustment.

ARTICLE 7. GENERAL PROVISIONS:

7.1 Amendment. The provisions of this Agreement may be amended, in whole or in part, only by an instrument in writing, executed and acknowledged by each Party (excluding UDOT, except to the extent such amendment affects Parcel 1) and duly recorded in the Official Records.

7.2 Waiver of Default. No waiver of any default by any Party shall be implied from any omission by any other Party or Parties to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement.

7.3 Captions and Capitalized Terms. The captions of each Article, section and paragraph are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

7.4 Condemnation. In the event any portion of the Property shall be condemned, the award shall be paid to the Party or Parties owning the land or the improvements taken, exclusive of any severance damages awarded to any other Party or Parties, and no Party shall be obligated to relocate, replace or restore such land or improvements or the Access Easement Areas or Parking Easement Area affected.

7.5 Breach Shall Not Defeat Mortgage. A breach in any of the terms, conditions, covenants or restrictions of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such terms, conditions, covenants or restrictions shall be binding upon and effective against any Party whose interest in the Property or any portion thereof is acquired by foreclosure, trustee's sale or otherwise.

7.6 Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach.

7.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.8 Entire Agreement. This Agreement and exhibits hereto contain the entire agreement between or among the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party.

7.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

7.10 Injunctive Relief. In the event of any violation or threatened violation of any provision of this Agreement by any Party, the other Party or Parties shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction. The Parties acknowledge and agree that the aggrieved Party's remedy at law for violation of this Agreement would be inadequate.

7.11 Attorneys' Fees. In the event any Party hereto institutes any action or proceeding against the other Party or Parties relating to the interpretation or enforcement of the provisions of this Agreement or any violation hereunder, the unsuccessful Party or Parties in such action or proceeding shall reimburse to the successful Party or Parties its or their reasonable attorneys' fees and court costs.

7.12 No Partnership. Neither this Agreement nor any act of the Parties shall be deemed or construed by the Parties to constitute an agreement to share profits and losses or to create the relationship of principal-agent, partnership, joint venture or any association whatsoever between any of the Parties.

7.13 No Third-Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the Parties and their respective Occupants and not for the benefit of any other third Person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other third Person. No Person other than a Party hereto or an Occupant shall have the right to enforce any of the provisions of this Agreement.

7.14 Not a Public Dedication. Nothing in this Agreement shall be deemed to be a gift to the general public, or a dedication for any public purpose whatsoever, of any portion of the Property, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

7.15 Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and delivered by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States mail, postage prepaid, certified with return receipt requested. All notices shall be sent to a Party at the address set forth below, or to such other address or Person as such Party shall have designated in writing. Notices shall be deemed given upon the earlier of the date of actual receipt or (y) at the time of delivery if by personal delivery, or (z) as of the date of first attempted delivery if by overnight delivery or certified mail.

If to UDOT: Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84119
Attn: Director of Right of Way

If to Rocking: Rocking AZ Land & Livestock, LLC
117 North 600 East
Mapleton, Utah 84664
Attn: Alberto A. Ruiz, Manager

If to Dansie: Dansie Family Partnership
3200 West 13400 South
Riverton, Utah 84065
Attn: Ronald L. Dansie

7.16 Severability. If any term, covenant, restriction or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, covenant, restriction or condition to Persons or circumstances other than those with respect to which it is invalid or unenforceable) shall not be affected thereby.

7.17 Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

7.18 Successors: Binding Effect. The provisions of this Agreement shall run with the land with respect to both the benefits and burdens created herein and affecting the Parcels, and shall be binding upon and inure to the benefit of the signatories hereto and their respective successors and assigns. This Agreement and all the terms, covenants and conditions contained herein shall be enforceable as equitable servitudes and constitute covenants running with the land under applicable law.

7.19 Rights Cumulative. The rights and remedies given to any Party under this Agreement shall be deemed to be cumulative and none of such rights or remedies shall be exclusive of any others, or of any other right or remedy at law or in equity which such Party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any Party shall not impair such Party's standing to exercise any other right or remedy.

7.20 No Merger of Rights. No merger of rights shall occur because of any present or future common ownership or common right to possession of the dominant and servient estates created hereunder.

7.21 Time. Time is of the essence of this Agreement and every provision contained herein.

7.22 Article, Section and Exhibit References. All references to Article and Section numbers in this Agreement, unless otherwise provided, shall refer to the articles and sections of this Agreement. All references to exhibits in this Agreement, unless otherwise provided, shall refer to the various exhibits attached to this Agreement, which by this reference are incorporated herein.

7.23 Prior Agreements. Upon the mutual execution and recording of this Agreement in the Utah County Records, this Agreement shall supersede and cancel the Prior Agreements for all purposes.

[Two separate signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

ROCKING AZ LAND & LIVESTOCK, LLC,
a Utah limited liability company

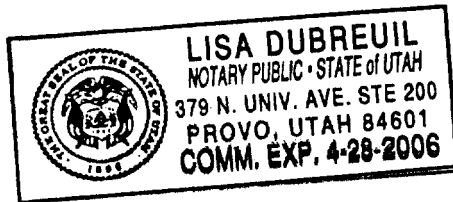
By: [Signature]
Name: Alberto A. Ruiz
Its: Managing Member

State of Utah
County of Utah) S.S.

The foregoing instrument was acknowledged before me this 13 day of June, 2003,
by Alberto A. Ruiz.

SEAL

[Signature]
Notary Public
Residing at Provo, Utah
My commission expires _____



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DANSIE FAMILY PARTNERSHIP,
a Utah limited partnership

By: Ronald L. Dansie
Name: Ronald L. Dansie
Its: General Partner

By: Grant W. Dansie
Name: Grant W. Dansie
Its: General Partner

State of Utah
County of Utah) S.S.

The foregoing instrument was acknowledged before me this 13 day of June, 2003,
by Ronald L. Dansie and Grant W. Dansie.

SEAL

Lisa Dubreuil
Notary Public
Residing at _____
My commission expires _____

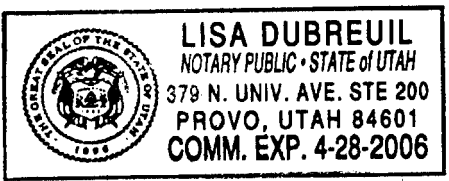


EXHIBIT A SITE PLAN

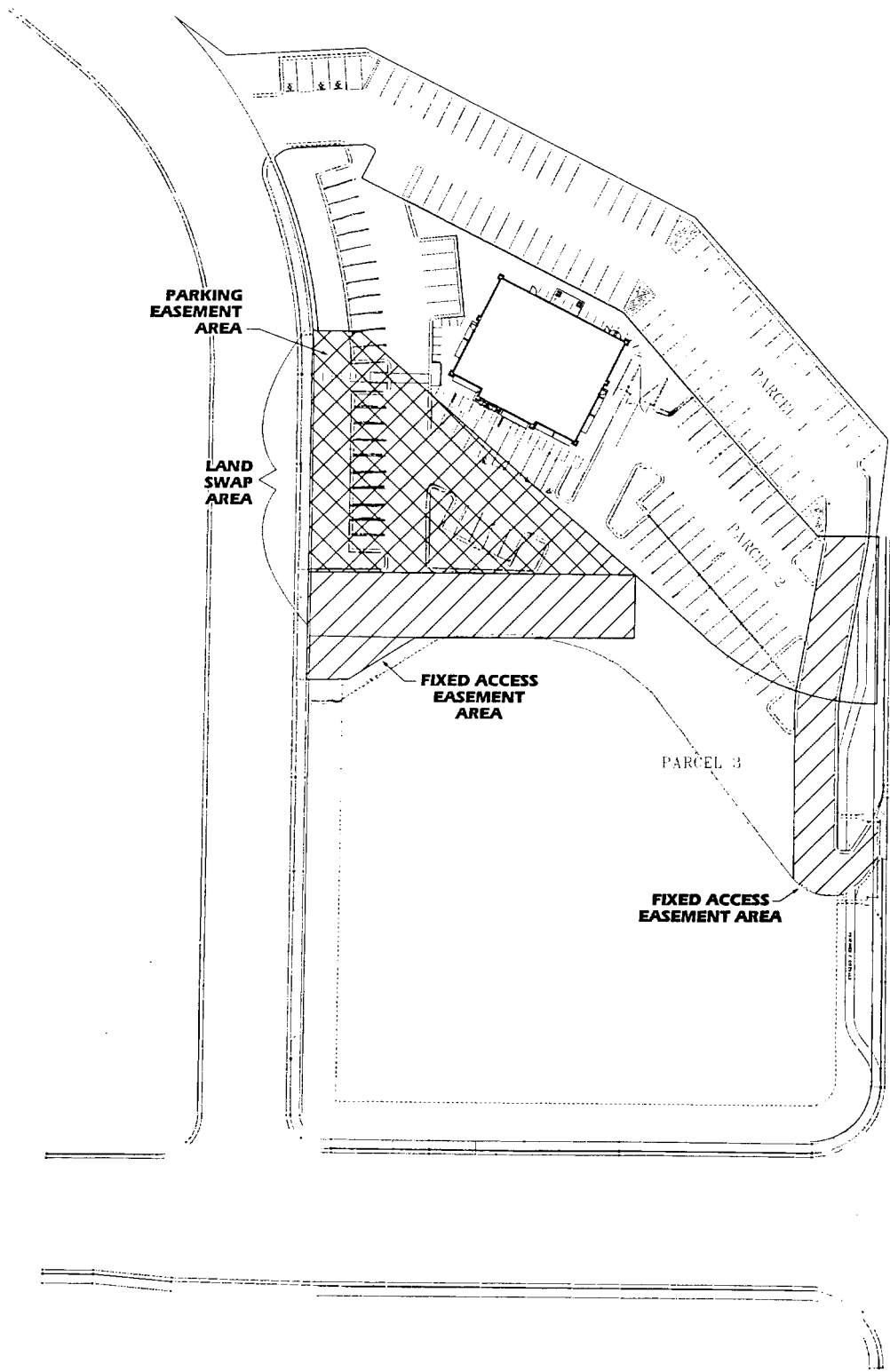


EXHIBIT B**Legal Description of Parcel 1**

A portion of the SE1/4 of Section 31, Township 7 South, Range 3 East, Salt Lake Base & Meridian, located in Springville City, Utah County, State of Utah, more particularly described as follows:

Beginning at a point on the easterly right-of-way and no-access line of Interstate 15 located N89°11'58"E along the Section line 230.60 feet and North 406.28 feet from the S1/4 Corner of Section 31, T7S, R3E, S.L.B.& M.; thence N36°59'54"E 36.15 feet; thence N3°19'28"W 77.07 feet; thence N27°05'30"E 207.91 feet; thence N48°50'26"E 164.34 feet to the south line of 400 South Street, the previous 4 (four) courses along said no-access line; thence S83°14'00"E 55.03 feet; thence South 34.00 feet; thence S48°50'30"W 165.66 feet; thence S27°05'30"W 164.69 feet; thence N62°54'30"W 16.00 feet; thence along the arc of a 2.00 foot radius curve to the left 3.14 feet through a central angle of 90°00'00" (chord: S72°05'30"W 2.83 feet); thence S27°05'30"W 4.54 feet; thence S3°19'20"E 39.90 feet; thence along the arc of a 15.00 foot radius curve to the left 13.90 feet through a central angle of 53°06'11" (chord: S29°52'25"E 13.41 feet); thence Southwesterly along the arc of a 283.00 foot radius non-tangent curve (radius bears: S23°52'47"E) 97.41 feet through a central angle of 19°43'18" (chord: S56°15'34"W 96.93 feet) to the point of beginning.

Contains: 28,070+/- s.f.

Legal Description of Parcel 2

A portion of the SE1/4 of Section 31, Township 7 South, Range 3 East, Salt Lake Base & Meridian, located in Springville City, Utah County, State of Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of a new frontage road as shown and described on a Street Dedication Plat recorded as Entry No. 2566:01, Map #8895, according to the Official Records of Utah County, said point being located N89°11'58"E along the Section line 406.77 feet and North 482.74 feet from the South ¼ of Corner of Section 31, T7S, R3E, S.L.B.& M.; thence southwesterly along the arc of a 283.00 foot radius non-tangent curve to the left (radius bears: S4°06'25"E) 100.00 feet through a central angle of 20°14'48" (chord: S75°46'11"W 99.48 feet); thence northwesterly along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: N37°43'04"E) 12.82 feet through a central angle of 48°57'36" (chord: N27°48'08"W 12.43 feet); thence N3°19'20"W 39.90 feet; thence N27°05'30"E 4.54 feet; thence along the arc of a 2.00 foot radius curve to the right 3.14 feet through a central angle of 90°00'00" (chord: N72°05'30"E 2.83 feet); thence S62°54'30"E 16.00 feet; thence N27°05'30"E 164.69 feet thence N48°50'30"E 165.66 feet; thence North 34.00 feet; thence S89°38'21"E 93.61 feet; thence S0°21'39"W 2.78 feet; thence along the arc of a 140.00 foot radius curve to the right 97.17 feet through a central angle of 39°46'00" (chord: S20°14'39"W 95.23 feet); thence S41°28'09"W 264.01 feet; thence South 23.11 feet to the point of beginning.

Contains 0.84 acres

Legal Description of Parcel 3

A portion of the Southeast $\frac{1}{4}$ of Section 31, Township 7 South, Range 3 East, Salt Lake Base & Meridian, located in Springville, Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of a new frontage road as shown and described on a Street Dedication Plat recorded as Entry No. 2566:01, Map #8895, according to the Official Records of Utah County, said point being located N89°11'58"E along the Section line 406.77 feet and North 482.74 feet from the South $\frac{1}{4}$ Corner of Section 31, T7S, R3E, S.L.B.& M.; thence North 23.11 feet to the easterly right-of-way line of the old frontage road incident to Interstate 15; thence N41°28'09"E 264.01 feet; thence Northeasterly along the arc of a 140.00 foot radius non-tangent curve (radius bears: N49°52'21"W) 97.17 feet through a central angle of 39°46'00" (chord: N20°14'39"E 95.23 feet); thence N0°21'39"E 3.32 feet to the southerly right-of-way line of State Road 77 (400 South), the previous 3 (three) courses along said frontage road; thence S89°37'10"E 216.44 feet along State Road 77; thence along the arc of a 28.50 foot radius curve to the right 44.73 feet through a central angle of 89°55'06" (chord: S44°39'30"E 40.28 feet); thence S0°18'03"W 275.58 feet, the previous 2 (two) courses along a Street Dedication of 1750 West recorded as Entry No. 2056:2001, Map #8892, according to the Official Records of Utah County; thence along a Street Dedication of a new Frontage Road recorded as Entry No. 2566:2001, Map #8895, the following 3 (three) courses: thence along the arc of a 13.00 foot radius curve to the right 20.53 feet through a central angle of 90°29'13" (chord: S45°32'39"W 18.46 feet); thence N89°12'44"W 413.80 feet; thence along the arc of a 283.00 foot radius curve to the left 24.18 feet through a central angle of 4°53'41" (chord: S88°20'25"W 24.17 feet) to the point of beginning.

Contains: 2.44 acres.

Legal Description of Land Swap Area

A portion of the SE1/4 of Section 31, Township 7 South, Range 3 East, Salt Lake Base & Meridian, located in Springville City, Utah County, State of Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of 500 South Street as shown and described on a Street Dedication Plat recorded as Entry No. 2566:01, Map #8895, according to the Official Records of Utah County, said point being located N89°11'58"E along the Section line 406.77 feet and North 482.74 feet from the South 1/4 Corner of Section 31, T7S, R3E, S.L.B.& M.; thence North 23.11 feet; thence N41°28'09"E 189.40 feet; thence East 44.64 feet; thence S0°47'16"W 166.32 feet to the northerly line of said 500 South; thence along said Street the following 2 (two) courses: N89°12'44"W 143.63 feet; thence Southwesterly along the arc of a 283.00 foot radius curve to the left 24.18 feet through a central angle of 4°53'41" (chord: S88°20'25"W 24.17 feet) to the point of beginning. Contains: 19,008+/- s.f

EXHIBIT F

Parcel 3 Utility Line Easement Areas

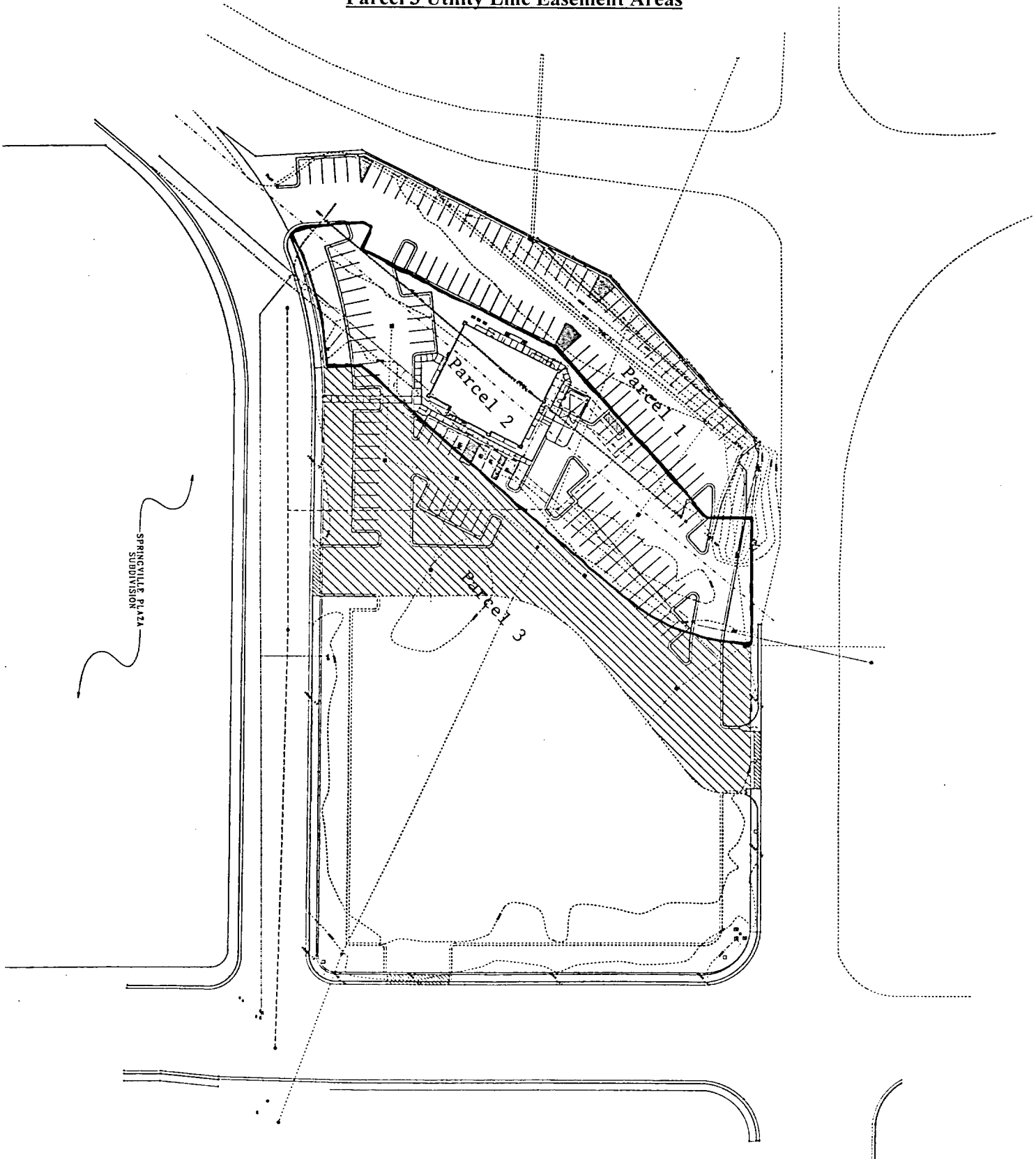


EXHIBIT G

Legal Description of Utility Line Easement Areas on Parcel 3

A portion of the Southeast $\frac{1}{4}$ of Section 31, Township 7 South, Range 3 East, Salt Lake Base & Meridian, located in Springville, Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of a new frontage road as shown and described on a Street Dedication Plat recorded as Entry No. 2566:01, Map #8895, according to the Official Records of Utah County, said point being located N89°11'58"E along the Section line 406.77 feet and North 482.74 feet from the South $\frac{1}{4}$ Corner of Section 31, T7S, R3E, S.L.B.& M.; thence North 23.11 feet to the easterly right-of-way line of the old frontage road incident to Interstate 15; thence N41°28'09"E 264.01 feet; thence Northeasterly along the arc of a 140.00 foot radius non-tangent curve (radius bears: N49°52'21"W) 97.17 feet through a central angle of 39°46'00" (chord: N20°14'39"E 95.23 feet); thence N0°21'39"E 3.32 feet to the southerly right-of-way line of State Road 77 (400 South), the previous 3 (three) courses along said frontage road; thence S89°37'10"E 111.78 feet; thence South 20.00 feet; thence along the arc of a 31.00 foot radius curve to the right 28.46 feet through a central angle of 52°36'40" (chord: S26°18'20"W 27.48 feet; thence S52°36'40"W 121.54 feet; thence along the arc of a 100.00 foot radius curve to the left 91.82 feet through a central angle of 52°36'40" (chord: S26°18'20"W 88.63 feet); thence South 43.66 feet; thence S32°16'11"E 66.76 feet; thence South 16.69 feet to the northerly right-of-way line of said new frontage road; thence N89°12'44"W 183.07 feet; thence along the arc of a 283.00 foot radius curve to the left 24.18 feet through a central angle of 4°53'41" (chord: S88°20'25"W 24.17 feet) to the point of beginning.

Contains: 0.78 acres

CONSENT

The undersigned, as the Tenant under that certain Ground Lease dated October 2, 2002, by and between Deerfield Capital Partners II, LLC, a Utah limited liability company, as Landlord, and the undersigned, as Tenant, demising "Parcel 2," as defined in that certain Amended and Restated Reciprocal Easement Agreement to which this Consent is attached, hereby consents to the Amended and Restated Reciprocal Easement Agreement and by virtue thereof agrees that the aforescribed Ground Lease shall become and remain subject and subordinate to the Amended and Restated Reciprocal Easement Agreement.

IHOP REALTY CORP.,
a Delaware corporation

By: Mark D. Weisberger
Mark D. Weisberger

Its: Vice President-Legal

By: Richard C. Celio
Richard C. Celio

Its: Vice President-Development

State of California)
County of Los Angeles)

On June 13, 2003, before me, Lillian L. Jordan, a Notary Public in and for said County and State, personally appeared Mark D. Weisberger and Richard C. Celio, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument, and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lillian L. Jordan

(Seal)

