



SIGN EASEMENT AGREEMENT

This SIGN EASEMENT AGREEMENT ("Agreement") is entered into this 12th day of October, 2005 (the "Commencement Date"), by and between MELVIN ROGERS FAMILY, LC, a Utah limited liability company (hereinafter referred to as "MRF"), and BRINKER RESTAURANT CORPORATION, a Delaware corporation (hereinafter referred to as "Brinker").

RECITALS:

1. MRF is the fee simple owner of certain real property in the City of Harrisville, County of Weber, State of Utah (the "MRF Property");
2. Brinker is the ground lessee of certain real property in the City of Harrisville, County of Weber, State of Utah, which property is described on Exhibit B attached hereto and made a part hereof for all purposes (the "Brinker Property"); and
3. MRF and Brinker enter into this Agreement for the purpose of setting forth the terms, conditions and provisions for an easement over the area (the "Easement Area") described and depicted in Exhibit A attached hereto and made a part hereof for all purposes granted by MRF to Brinker for the placement of a pylon sign ("Pylon Sign") in the approximate location shown on the site plan attached hereto as Exhibit C attached hereto and made a part hereof for all purposes, with specifications as shown on Exhibit D attached hereto and made a part hereof for all purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF AGREEMENT

1. Pylon Sign Easement.

MRF hereby grants and conveys to Brinker an easement for the right and privilege to construct, place and operate a lighted Pylon Sign and appurtenant landscaping improvements in the Easement Area. The foregoing grant of easement shall include reasonable access over, across, and upon the MRF Property to permit the Pylon Sign to be installed, replaced, maintained and operated. Brinker shall be entitled to install decorative landscaping at or near the base of the Pylon Sign.

In consideration of the rights and benefits granted above, Brinker agrees to install on said Pylon Sign, for the benefit of MRF, a blank sign cabinet for use by MRF. MRF shall provide and install its sign panels at its sole cost. MRF's sign panels may initially advertise Rogers Poultry Farm with standard colors and logos as reasonably approved by Brinker. Any change from the initial advertisements on the Pylon Sign from Chili's or Rogers Poultry Farm must be

approved by the other party hereto, which approval shall not be unreasonably withheld, delayed or denied; provided, however, MRF may change its sign panel to advertise a motor vehicle sales establishment without the prior approval of Brinker. The Sign Panels on the Pylon Sign shall not be used at any time for the display of signs that advertise or identify a nightclub, bar, lounge, massage parlor, modeling studio, adult entertainment facility, adult bookstore or other establishment selling or exhibiting pornographic material, a gambling establishment, or any other similarly objectionable establishments.

MRF shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement Area other than parking area improvements, curbs, gutters, sidewalks, landscaping, drainage systems or utilities or plant or permit to be planted any trees within the limits of said Easement Area without the prior written consent of Brinker.

2. Use of Pylon Sign.

The design and size of the Pylon Sign shall be as set forth in Exhibit D. The Pylon Sign shall comply with all applicable laws, regulations, and ordinances, including appropriate sign control and zoning ordinances of the applicable governmental authorities.

3. Construction of Pylon Sign.

Brinker, at its sole cost and expense, shall (a) obtain all governmental approvals for the Pylon Sign, and (b) provide the necessary utility lines to the Pylon Sign along and within the Easement Area.

4. Maintenance of Pylon Sign and Easement Area.

Brinker shall maintain the Pylon Sign and all related landscaping in good condition and state of repair, including the replacement of landscaping. Any and all work involving the Pylon Sign shall be performed in compliance with all applicable laws, regulations and ordinances, including appropriate sign control and zoning ordinances of the applicable governmental authorities.

5. Indemnification.

Brinker agrees to indemnify, defend, and save harmless MRF and its parent, subsidiary and/or affiliate companies and their officers, partners, directors, shareholders, employees, agents, tenants, and sub-tenants from and against any and all claims, liabilities, penalties, forfeitures, losses and/or expenses, attorneys' fees, consultant fees and expert fees, judgments, administrative rulings or orders, fines, costs for death of or injury to any person or damage to any property whatsoever, arising out of the installation, operation, or maintenance of the Pylon Sign by Brinker or Brinker's contractors, agents, employees, licensees or invitees.

MRF agrees to indemnify, defend, and save harmless MRF and its parent, subsidiary and/or affiliate companies and their officers, partners, directors, shareholders, employees, agents, tenants, and sub-tenants from and against any and all claims, liabilities, penalties, forfeitures, losses and/or expenses, attorneys' fees, consultant fees and expert fees, judgments, administrative

rulings or orders, fines, costs for death of or injury to any person or damage to any property whatsoever, arising out of MRF's activities with respect to the Pylon Sign or those actions of MRF's contractors, agents, employees, licensees or invitees.

6. Termination.

This Agreement shall commence on the Commencement Date. The Agreement shall terminate upon (i) written agreement of the parties, or (ii) the date that is six (6) months following the day that Brinker ceases to operate a business on the Brinker Property.

7. Removal.

Upon termination of this Agreement, MRF shall have the right to request that Brinker, at its sole cost and expense, remove the Pylon Sign and repair and restore any damage caused by its installation or removal. MRF shall exercise this right, if at all, within ten (10) days following the termination of this Agreement by delivering written notice of its election to Brinker. Brinker shall have thirty (30) days following its receipt of such notice to complete the removal and restoration work to the reasonable satisfaction of MRF. In the event Brinker does not remove the Pylon Sign within said thirty (30) days, MRF may cause the Pylon Sign to be removed and receive reimbursement from Brinker for the reasonable costs and expense thereof within thirty (30) days upon demand. In the event this Agreement is terminated and MRF elects to keep said Pylon Sign, Brinker shall take such action as is necessary to remove its identification from the Brinker sign cabinet and disconnect the power source from Brinker's building pad but Brinker shall be relieved of all further obligations and any liability associated with said Pylon Sign and Easement Area occurring from and after the termination date.

8. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and deemed to be given upon deposit in the U.S. Mail as certified mail, return receipt requested, postage prepaid and addressed to the party being notified at the address herein recited (or at such other addresses which any party may designate for itself from time to time hereafter by written notice to the other party).

MRF: Melvin Rogers
Melvin Rogers Family, LC
3585 N. 1000 West
Ogden, Utah 84414

Brinker: Brinker Restaurant Corporation
6820 LBJ Freeway
Dallas, Texas 75240
Attention: General Counsel

9. Binding Effect.

The benefit of the easement granted herein shall be appurtenant to the Brinker Property, shall run with the land, and the benefit shall inure to Brinker and its successors and assigns. The burden of the easement created in this Agreement shall be appurtenant to the MRF Property, shall run with the land, and the burden shall be binding upon its owner, successors and assigns. This Agreement is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

10. Construction.

This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

11. No Partners; No Rights; Non-Dedication.

Nothing contained in this Agreement shall be construed to make MRF and Brinker partners or joint venturers or render either party liable for the debts of the other.

The MRF Property shall be deemed the property of MRF for all purposes. The Pylon Sign shall be deemed the property of Brinker for all purposes. The rights and easements contained herein are strictly for the benefit of Brinker and shall not be construed to confer any right of access to any other person or entity. No other person or entity, including Brinker and MRF, shall have the right to place any additional sign cabinets and panels on the Pylon Sign, except as may be permitted herein or under the terms of any separate license agreement or easement agreement that may be agreed to by Brinker and MRF.

This Agreement is not intended to be a gift or dedication of any portion of the MRF Property or the Pylon Sign to the general public or for any public purpose.

12. Headings and Interpretation.

The paragraph headings in this Agreement are for convenience only, and shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

13. Severability.

If any covenant, condition, provision, term, or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

14. Condemnation.

In the event that the easement, or any portion thereof, is taken under the power of eminent domain, any award for such a taking or damages paid as a result of the taking shall be the sole and exclusive property of MRF. Brinker agrees to execute any instrument of assignment as may be required by MRF for the recovery of damages and agrees to turn over to MRF any damage proceeds that may be recovered for the taking of the easement, or any portion thereof, but Brinker may recover for itself damages, if any, for its interest in the easement and Pylon Sign and appurtenant improvements.

15. Amendments.

This Agreement may be modified, amended, or cancelled only by a written instrument executed by all parties hereto at the time of such modification, amendment, or cancellation and properly recorded in the Official Public Records of Weber County, Utah.

16. Assignment.

Neither Brinker nor MRF shall have the right to assign, sublet or license to any other person or entity the use of their respective sign cabinets or its rights granted under this Agreement without the prior written consent of the other party.

17. Counterparts.

This Agreement may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

18. Warranty.

Each of the parties to this Agreement hereby warrant and represent to each other that it is authorized and empowered to execute this Agreement in the capacity indicated.

19. Survival.

The termination of this Agreement shall not relieve either party from its respective obligations accruing prior to the termination.

20. Entire Agreement.

This Agreement, including the recitals hereinabove and the exhibits attached hereto, contain the entire agreement and understanding between the parties concerning the easement provided for herein and supersede all prior agreements, terms, understandings, conditions, representations, and warranties, whether written or verbal, made prior to the date hereof in regard thereto.

SIGNATURE PAGE
FOR
SIGN EASEMENT AGREEMENT
BY AND BETWEEN
MELVIN ROGERS FAMILY, LC AND BRINKER RESTAURANT CORPORATION

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first shown above.

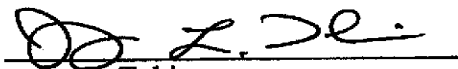
MRF:

MELVIN ROGERS FAMILY, LC,
a Utah limited liability company

By: 
Its: *M.L. Rogers - Pres.*

BRINKER:

BRINKER RESTAURANT CORPORATION,
a Delaware corporation

By: 
Jay L. Tobin,
Vice President

ACKNOWLEDGMENT

STATE OF UTAH §
 §
COUNTY OF WEBER §

The foregoing instrument was acknowledged before me this 12th day of October, 2005 by Melvin L. Rogers, _____ of MELVIN ROGERS FAMILY, LC, a Utah limited liability company, on behalf of said corporation



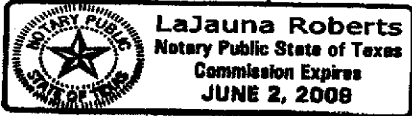
Linda K Babcock
NOTARY PUBLIC, STATE OF UTAH

My Commission Expires:
2/19/08

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 14th day of October, 2005 by Jay L. Tobin, Vice President of BRINKER RESTAURANT CORPORATION, a Delaware corporation, on behalf of said corporation.



LaJauna Roberts
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:
June 2, 2008

AFTER RECORDING, RETURN TO:

**Cindy Malone
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240**

EXHIBIT A

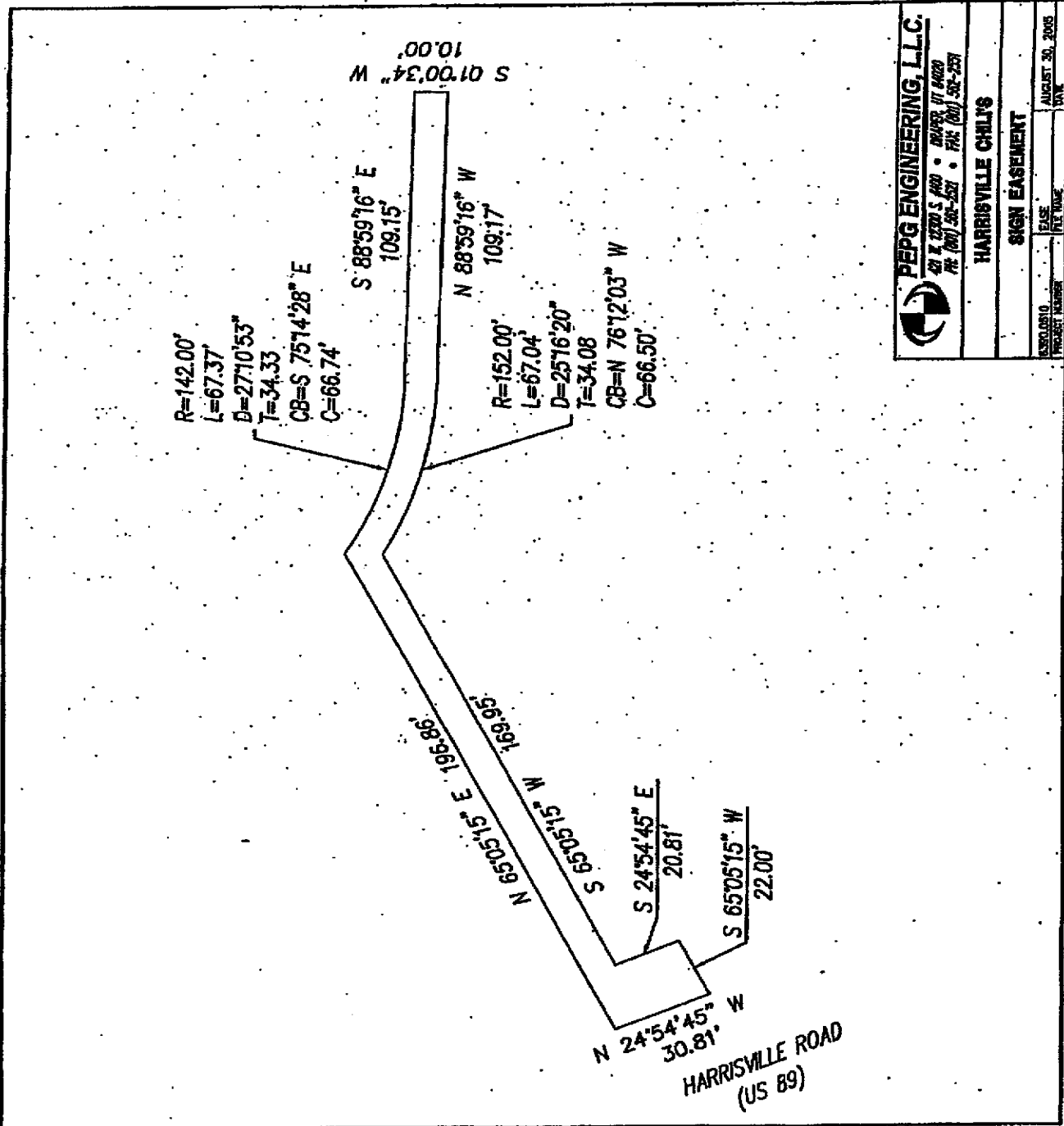
Legal Description of Easement Area

11-352-0001

An easement in part of the Southeast Quarter of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian

Beginning at a point which is North 89°31'54" West, 585.09 feet and North 00°28'06" East, 282.18 feet from the Southeast corner of Lot 4, Harrisville Retail Subdivision, Harrisville City, Weber County, Utah; running thence North 88°59'16" West, 109.17 feet to a point on a 152.00 foot radius curve to the right; thence 67.04 feet along said curve through a central angle of 25°16'20" (chord bears North 76°12'03" West, 66.50 feet); thence South 65°05'15" West, 169.95 feet; thence South 24°54'45" East, 20.81 feet; thence South 65°05'15" West, 22.00 feet; thence North 24°54'45" West, 30.81 feet; thence North 65°05'15" East, 196.86 feet to a point on a 142.00 foot radius curve to the left; thence 67.37 feet along said curve through a central angle of 27°10'53" (chord bears South 75°14'28" East, 66.74 feet); thence South 88°59'16" East, 109.15 feet; thence South 01°00'34" West, 10.00 feet to the point of beginning.

Contains: .096 Acres



PEPG ENGINEERING, L.L.C.

201 E. 12700 S. 400 • HARRISVILLE, UT 84403
 PH: (801) 582-2527 • FAX: (801) 582-2531

HARRISVILLE CHILDS

SIGN EASEMENT

ENCLOSURE	FILE NAME	DATE
PROJECT NUMBER		AUGUST 30, 2005
		100%

EXHIBIT B

Legal Description of Brinker's Property

A part of the Southeast Quarter of Section 8, Township 6 North, Range 1 West,
Salt Lake Base and Meridian, U.S. Survey:

11-300-0005

Beginning at a point which is 276.73 feet North 89°31'54" West from the Southeast corner of Lot 4, Harrisville Retail Subdivision, Harrisville City, Weber County, Utah; running thence (3) three courses along the Northerly Right of Way Line of Proposed North Street, also known as Parcel A, of said Harrisville Retail Subdivision North 89°31'54" West 16.46 feet to a point of curvature; Southwesterly along the arc of a 280.00 foot radius curve to the left a distance of 120.17 feet (Central Angle equals 24°35'24" and Long Chord bears South 78°10'24" West 119.25 feet) to a point of tangency; South 65°52'42" West 46.87 feet; thence North 21°09'45" West 156.83 feet; thence North 7°15'09" West 187.94 feet; thence South 77°12'25" East 135.47 feet; thence South 89°04'18" East 128.37 feet; thence South 0°55'42" West 257.19 feet to the point of beginning.

Contains 64,850 sq. ft. or 1.489 acres.

EXHIBIT D

Design of Pylon Sign

FEDERAL HEALTH SIGN COMPANY
 2200 South Highway 131
 Alamo, Utah 84004
 (801) 465-9177 FAX (801) 465-9195
 WWW.FHSIGN.COM

chili's
 Hurricane, Utah

Job Number: _____
 Job Name: _____
 Date: 05.18.05
 Project Manager: _____
 Designer: _____
 Drafter: _____
 Checker: _____

