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WASATCH CO RECORDER-ELIZABETH N PARCELL
2000 JAN 20 11:48 AM FEE \$63.00 BY MWC
REQUEST: FOUNDERS TITLE COMPANY

F-W-8305

AMENDED AND RESTATED CROSS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED CROSS EASEMENT AGREEMENT ("Agreement") is made effective as of January 20, 2000, by and between Claude R. Hicken doing business as Royal Solutions; Hicken Ltd., a Utah limited partnership (collectively, "Hicken"); and RTM Acquisition Company, L.L.C., a Georgia limited liability company ("RTM") (RTM and Hicken are sometimes referred to herein individually as a "Party" and collectively as the "Parties"), with reference to the following:

RECITALS:

A. RTM is the owner of that certain parcel of real property ("RTM Parcel") located in Wasatch County, State of Utah and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Hicken is the owner of those certain parcels of real property ("Hicken Parcels") located in Wasatch County, State of Utah and more particularly described on Exhibit B attached hereto and incorporated herein by this reference. The RTM Parcel is contiguous to the Hicken Easement Parcels (as defined below). The RTM Parcel and the Hicken Parcels are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels").

C. Mountain America Credit Union ("Mountain America") and Philco Foods L.L.C., a Utah limited liability company ("Philco") entered into that certain Cross Easement Agreement ("Original Agreement") dated February 2, 1999, and recorded on February 24, 1999, as Entry No. 00211616, in Book 415, at Page 494-498 of the records of the Wasatch County Recorder's Office, which Original Agreement created certain reciprocal easements over a portion of the Hicken Parcels described on Exhibit C attached hereto and incorporated herein by this reference ("Hicken Easement Parcels") and the RTM Parcel.

D. RTM, as successor in interest to Philco with respect to the RTM Parcel and Hicken, as successor in interest to Mountain America with respect to the Hicken Easement Parcels, desire to amend and restate in its entirety the Original Agreement in accordance with the terms and conditions set forth herein.

AGREEMENT:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Hicken and RTM agree as follows:

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1. Amendment. The Original Agreement is hereby amended, replaced and restated in its entirety.

2. Grant of Reciprocal Easements. The Parties hereby convey, assign, transfer and grant to each other, non-exclusive, reciprocal easements on, over, across and through the existing or to be developed parking areas and access ways located on the Parcels ("Easement Area"), for parking and for vehicular and pedestrian ingress to and egress from the Parcels and the public street located in Heber City, Utah and known as 1200 South Street ("1200 South"), for the benefit of the Parcels. The Parties acknowledge and agree that any easements created by this Agreement are limited to parking areas and access ways, and shall not in any manner be construed to, now or in the future, burden or encumber any portion of the Parcels which are determined to be used as a building location, delivery area and other restricted area to which the public would be reasonably excluded. The easements created herein may be restricted and limited during the course of construction of improvements on the Parcels, but only to the extent (both in area and duration) necessary for the construction of improvements or renovation of existing improvements. Each Party shall have the absolute right to select the location of buildings and other improvements on their respective Parcel, free of any claim of easement hereunder. However, the Parties acknowledge that the location of buildings and related improvements shall not be placed to unduly restrict the easements created herein. If requested, a Party or such Party's successors in interest shall promptly execute in recordable form a waiver of claim of easement or other similar rights for portions of the Parcels upon which permanent improvements are to be constructed. The Parties agree that any improvements or buildings shall not be placed in such a manner to materially restrict or limit the easements created herein or frustrate the essential purpose of this Agreement.

3. 1200 South Curb Cut. The Parties shall cooperate in good faith constructing and maintaining a curb cut on the RTM Parcel, and on a portion of the Hicken Parcels known as the less and excepting parcel ("Less and Excepting Parcel") as more particularly described on Exhibit D attached hereto and incorporated herein by this reference, in the location as set forth on the Dedication Plat for 1200 South Street recorded on November 8, 1999, as Entry No. 219319 in Book 443 at beginning Page 107 of the official records of the Wasatch County Recorder's Office for the purpose of egress from and ingress to the Parcels and 1200 South. RTM acknowledges that a portion of the existing parking spaces located on the Less and Excepting Parcel may be lost due to the location and construction of the 1200 South curb cut. If and to the extent reasonably necessary to prevent the dedication of such access for public purposes, Hicken shall have the right to close the 1200 South curb cut to public access for one day per year at a time and date mutually agreed upon by RTM and Hicken.

4. U.S. Highway 40 Curb Cut. RTM agrees to grant to Hicken an easement for vehicular and pedestrian ingress to and egress from the Hicken Parcels and the existing curb cut located on the RTM Parcel to the public street known as U.S. Highway 40 ("U.S. Highway 40") provided that Hicken shall first attempt to, using its best efforts, gain approval from the Utah Department of Transportation and any other necessary governmental agencies (collectively, "UDOT") for a separate access from U.S. Highway 40 to the Hicken Parcels. If, based on final agency action, UDOT denies Hicken's request, Hicken shall be responsible for, at Hicken's sole

cost and expense, any and all modifications to the existing curb cut or other improvements located on the RTM Parcel to reasonably allow Hicken to use the U.S. Highway 40 curb cut. If Hicken's request to UDOT jeopardizes, in any way, RTM's existing access from U.S. Highway 40, Hicken shall immediately withdraw its request to UDOT. If UDOT approves Hicken's request, RTM's obligations under this paragraph 4 shall immediately terminate and be of no further force and effect.

5. Light Pole Easement. Hicken hereby conveys, assigns, transfers and grants to RTM a non-exclusive easement on, over, under, across and through the Easement Area, for the use, operation, repair, maintenance, replacement and existing location of the four light poles and related electrical lines and systems located on, over and under the Hicken Easement Parcels for the benefit of the RTM Parcel. RTM shall, at its sole cost and expense, maintain, repair and replace the light poles and related electrical lines and systems.

6. Signage.

a. Signage on RTM Parcel. RTM agrees to grant to Hicken a non-exclusive easement for a monument-style sign to be located on the RTM Parcel near the corner of 1200 South and U.S. Highway 40 for the purpose of identifying the name of the project developed on the Hicken Parcels. RTM and Hicken shall mutually agree on the exact location, content, size, construction materials, and aesthetics of the sign. Hicken acknowledges that the sign must not interfere with RTM's existing or future signage plans for its Arby's restaurant located on the RTM Parcel, or state or include any name other than the project or development name. Hicken shall be responsible for, at its sole cost and expense, the design, permitting, construction, repair, maintenance and operation of the sign. Subject to such approval by RTM and Hicken, Hicken shall construct the sign in such a manner as to not interfere, other than in a de minimis manner, with the visibility of RTM's building or signage, with the conduct of RTM's business or with the use and operation of the RTM Parcel. Hicken shall repair any and all damage which may be caused to the RTM Parcel by reason of the construction, use, operation, maintenance, repair or replacement of the sign. Hicken shall indemnify and hold RTM and RTM's contractors, employees, officers, directors and agents, and the RTM Parcel harmless from and against all claims of any nature which may arise from Hicken's construction, use, operation, maintenance, repair or replacement of the sign, except for those claims which may arise from the sole negligence of RTM or RTM's employees and agents. Hicken shall comply and ensure that all its contractors and suppliers comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relating to the construction and use of the sign. Hicken may request in writing, as an alternative to the foregoing monument-style sign, that a pole or pylon sign be erected. Hicken shall, at his sole cost and expense, provide to RTM a detailed drawing of the proposed pole or pylon sign and its location and written request setting forth the proposal. Hicken may propose space for tenant names (which shall not include any competitors of RTM). The Parties shall mutually agree on the relative shape, size, aesthetics and position (i.e. top/bottom) of the proposed pole or pylon sign. RTM agrees to reasonably consider Hicken's request for a pole or pylon sign taking into account RTM's concerns regarding line of sight and visibility for its building, RTM's signage, access, safety and interference with RTM's business and other relevant issues and shall respond to such request in written form to Hicken. RTM may condition its approval upon having RTM's signage placed on the proposed

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Hicken pole or pylon sign. Hicken shall be afforded the opportunity to provide revisions to the pole or pylon sign proposal to attempt to resolve RTM's objections. If the pole or pylon sign cannot be reasonably agreed upon, the monument-style sign shall be the signage subject to the provisions of this paragraph.

b. Signage on Hicken Parcels. Hicken agrees to grant to RTM a non-exclusive easement for two or more directional signs to be located on the Hicken Parcels for the purpose of directing customers over the Hicken Parcels to the RTM Parcel. The Parties shall mutually agree on the location, content, size, construction materials, and aesthetics of the sign. RTM acknowledges that the directional signs must not interfere with Hicken's future signage plans for its development of the Hicken Parcels. RTM shall be responsible for, at its sole cost and expense, the design, permitting, construction, repair, maintenance and operation of the directional signs. RTM shall construct the directional signs in such a manner as to not interfere other than in a de minimis manner with the conduct of Hicken's business or with the use and operation of the Hicken Parcels. RTM shall repair any and all damage which may be caused to the Hicken Parcels by reason of the construction, use, operation, maintenance, repair or replacement of the directional signs. RTM shall indemnify and hold Hicken and Hicken's contractors, employees, officers, directors and agents, and the Hicken Parcel harmless from and against all claims of any nature which may arise from RTM's construction, use, operation, maintenance, repair or replacement of the sign, except for those claims which may arise from the sole negligence of Hicken or Hicken's employees and agents. RTM shall comply and ensure that all its contractors and suppliers comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relating to the construction and use of the directional signs.

7. No Interference; Maintenance; Taxes. Except as specifically provided for herein or to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as the Parties may mutually agree, no fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Easement Area, shall be constructed or erected, nor shall any Party in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement Area. From and after the date that any improvements are constructed on the Easement Area, including, without limitation, curbs, gutters, sidewalks, parking spaces and/or roadways, each Party shall maintain the improvements in reasonably good condition and repair, free from debris and take such other actions in connection therewith as are commercially reasonable under the circumstances. Each Party shall pay the costs of maintenance, real estate taxes and assessments related to the portion of the Easement Area within each Party's respective Parcel.

8. Duration. This Agreement and the easements and undertakings set forth herein shall be perpetual.

9. Mutuality, Reciprocity Runs with the Land

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a. The easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred,

assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth herein, the Parcel benefited thereby shall constitute the dominant estate, and the Parcel burdened thereby shall constitute the servient estate.

b. Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels, and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.

10. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To RTM: RTM Acquisition Company
5995 Barfield Road
Atlanta, Georgia 30328
Attention: J. Russell Welch & Philip G. Skinner, Esq.
Fax No.: 404-250-4856

With a copy to: David B. McAlister
Arnall Golden & Gregory, LLP
2800 One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3450
Fax No.: 404-873-8719

To Hicken: Claude R. Hicken
314 West 600 South
Heber, Utah 84032
Fax No.: _____

Communications may also be given by fax (with printed confirmation of receipt). Notices shall be deemed effective upon the receipt thereof.

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

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12. Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to matters set forth herein and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto.

13. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

14. No Partnership. The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

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

16. Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ the service of an attorney in connection with enforcing the terms hereof or their rights hereunder, either with or without litigation, the losing Party of such controversy shall pay to the successful Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

17. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed valid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

18. Further Action. The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement. Within 30 days of the date of this Agreement, each Party covenants and agrees that they shall obtain from their respective lenders, subordinations for the lenders' interest in the Parcels to the terms and conditions of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on their behalf to be effective as of the day and year first above written.

HICKEN:

Claude R. Hicken
Claude R. Hicken dba Royal Solutions

RTM:

RTM Acquisition Company, L.L.C.,
a Georgia limited liability company

Hicken Ltd., a Utah limited partnership

By: Claude R. Hicken
Print Name: CLAUDE R HICKEN
Its: Gen. PARTNER

By: _____
Print Name: _____
Its: _____

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on their behalf to be effective as of the day and year first above written.

HICKEN:

Claude R. Hicken dba Royal Solutions

Hicken Ltd., a Utah limited partnership

By: _____
Print Name: _____
Its: _____

RTM:

RTM Acquisition Company, L.L.C.,
a Georgia limited liability company

By: RTM Enterprises, Inc., its manager

By: Jeryl M. McClary
Print Name: Jeryl M. McClary
Its: Vice President

By/Attest: P. G. Skinner
Print Name: Philip G. Skinner
Its: Asst. Secretary

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**Consent and Subordination of
Mountain America Credit Union**

Mountain America Credit Union, the beneficiary under that certain Trust Deed With Assignment of Rents dated the 6th day of May, 1999 (the "Trust Deed") and recorded with the Wasatch County, Utah Recorder's office on May 11, 1999, as Entry No. 213926, in Book 423, at Pages 504 to 512, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby: (i) consents to the execution and delivery by Claude R. Hicken dba Royal Solutions, ("Hicken") the Trustor under the Trust Deed, of the foregoing Amended and Restated Cross Easement Agreement (the "Easement Agreement"); (ii) agrees that the execution and delivery of the Easement Agreement by Hicken shall not, and does not constitute an event of default, a breach or other violation of the Trust Deed; (iii) subordinates the Trust Deed to the Easement Agreement and easements created thereby and (iv) agrees to execute and deliver any and all additional documents as may be necessary or appropriate to achieve the purposes of this Agreement.

Mountain America Credit Union

By: *Gordon L. Kennedy*
Print Name: GORDON L. KENNEDY
Title: Exec. V. P.

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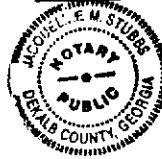
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STATE OF GEORGIA)
 : ss.
COUNTY OF Fulton)

The foregoing instrument was acknowledged before me this 18 day of January, 2000, by Jerry M. McIntyre and Philip G. Skinner the V. President and Asst. Secy of RTM Enterprises, Inc., the manager of RTM Acquisition Company, L.L.C., a Georgia limited liability company.

Jacqueline M. Stubbs
Notary Public
Residing at: Atlanta, Georgia

My Commission Expires:
02-10-02



JACQUELINE M. STUBBS
Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 10, 2002.

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2000, by Claude R. Hicken doing business as Royal Solutions.

Notary Public
Residing at: _____

My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2000, by Claude R. Hicken, the general partner of Hicken Ltd., a Utah limited partnership.

Notary Public
Residing at: _____

My Commission Expires:

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STATE OF _____)
: SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2000, by _____ the _____ of RTM Acquisition Company, L.L.C., a Georgia limited liability company.

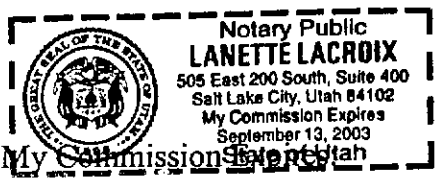
Notary Public
Residing at: _____

My Commission Expires:

STATE OF UTAH)
: SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 18th day of January, 2000, by Claude R. Hicken doing business as Royal Solutions.

Lanette Lacroix
Notary Public
Residing at: Salt Lake Co, State of UT

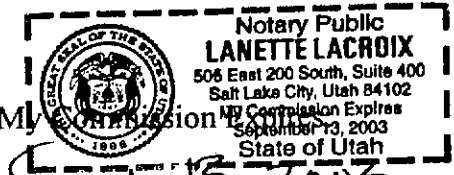

My Commission Expires

Sep. 13, 2003

STATE OF UTAH)
: SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 18th day of January, 2000, by Claude R. Hicken, the general partner of Hicken Ltd., a Utah limited partnership.

Lanette Lacroix
Notary Public
Residing at: Salt Lake Co, State of UT


My Commission Expires

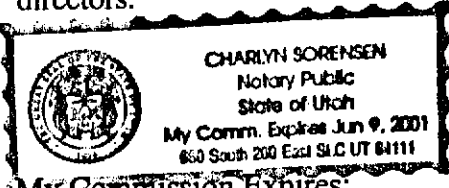
Sep. 13, 2003

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STATE OF Utah)
 : ss.
 COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 11th day of January, 2000, by Gordon H. Kennedy the EX VICE PRESIDENT of Mountain America Credit Union, a Utah corporation, by authority of by laws, or by a resolution of its board of directors.



Charlyn Sorensen
Notary Public
Residing at Salt Lake County

My Commission Expires:
June 9, 2001

**EXHIBIT A
TO
AMENDED AND RESTATED CROSS EASEMENT AGREEMENT**

(RTM Parcel)

The real property referenced in the foregoing instrument is located in Wasatch County, Utah and is more particularly described as follows:

Beginning 770.97 feet North 89°50'29" East along the Section line from the Northwest corner of Section 8, Township 4 South Range 5 East, Salt Lake Base and Meridian; and running thence South 90.88 feet; thence South 52°32'36" West 208.04 feet, more or less, to the Easterly right-of-way line of US Highway 40; thence Northwesterly along said Easterly right-of-way line the following four courses: (1) North 38°06'21" West 80.83 feet; thence (2) South 89°42'01" East 12.76 feet to existing right-of-way marker; thence (3) North 38°06'21" West 132.94 feet to a point on a non-tangential 947.54 foot radius curve to the right (radius point bears North 53°24'43" East); thence (4) Northwesterly 58.94 feet along the arc of said curve to the North line of said Section 8; thence North 89°50'29" East 317.95 feet along said North line to the point of beginning.

Less and Excepting therefrom the following:

Beginning at a point North 89°50'29" East along the Section line 770.97 feet from the Northwest corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence South 90.88 feet; thence South 52°32'36" West 73.80 feet; thence North 0°09'31" West 49.33 feet; thence North 40°50'29" East 49.09 feet, thence North 0°09'31" West 51.56 feet to a point on the North line of said Section 8; thence North 89°50'29" East along said North line 24.25 feet to the point of beginning.

And further Less and Excepting therefrom any portion of the foregoing real property conveyed or dedicated pursuant to that certain Dedication Plat for 1200 South Street recorded on November 8, 1999, as Entry No. 219319 in Book 443, beginning at Page 107 of the official records of the Wasatch County Recorder's Office.

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**EXHIBIT B
TO
AMENDED AND RESTATED CROSS EASEMENT AGREEMENT**

(Hicken Parcels)

The real property referenced in the foregoing instrument is located in Wasatch County, Utah and is more particularly described as follows:

Hicken Ltd. Property

1. Beg 132 ft S of NE Cor SW 1/4 Sec. 5, Tp4S, R 5 E, SLM; th W 70 ft S 20 ft; W 252 ft; S 583 ft; S 4.88 chs; N 528 ft to beg. Area 3.96 acres.
 2. Beg. 35.16 chs W of NE cor SW 1/4 Sec 5 Tp 4S R 5E SLM; th S 0° 48' W 10 chs; th E 304 ft; th N 242 ft; th W 59 ft; th N 260 ft; th E 15 ft; th N 15158 ft; th W 251 ft to beg. Except a 1 rd R of W on W side.
- Less:
- Beg. 15.15 chs W of NE cor SW 1/4 Sec 5, Tp 4S R 5E SLM; th S 0° 48' W 158 ft; th E 261 ft; th N 158 ft; th W 261 ft M or L to the beginning.
 3. Beg. SE. cor. of SW. 1/4 of Sec. 5, Tp. 4S., R. 5E, S.L.M; th.W. 60 rds; th. N 80 rds; th. E. 40 rds; th. N. 40 rds; th E. 20 rds; th S. 120 rds. to beg. Area 35 ac.
 4. Beg. at a pt E 942.5 ft from SW cor of Sec 5, Tp4S, R 5 E, SLM; th N 6.50 ft; N 60° 56' E 144.30 ft; N 72° 41' E 188.6 ft; N 23° 44' E 121.6 ft; N 74° 31' W 103.5 ft; N 62° 52' W 163.7 ft; N 85° 17' W 109.90 ft; th N 305.20 ft; th E 650.00 ft; th E 660 ft; th W 660.00 ft to the place of beg.
 5. Beg 5.16 Ch W & 50° 48' W. 419 ft from NE Cor SW 1/4 Sec 5, Tp4 SRT5 E, SLM; th 50°48' W. 241 ft; W 356 ft; N 234 ft; E 20 ft; N 27 ft; E 336 ft., to Beg. Area 1.96 acres.
 6. Beg. 14.96 chs. S. of NW. cor. of SE. 1/4 of Sec 5, Tp.4S., R.5E., S.L.M. th. E. 9.96 chs; th. S 25.04 chs; th. W.9.96 chs; th N. 25.04 chs. to beg. Area 24.90 ac.
 7. Beg. 50 rds. W. & 80 rds. N. from SE. cor. of SW.1/4, Sec. 5, Tp. 4S, R. 5E., S.L.M; th. N. 40 rd th. E. 40 rds; th. S.40; th. W. 40 rds. to beg. Area 10 ac.
 8. Beg. 40 ds E from NW cor NE 1/4 Sec. 8, Tp 4 S., R 5 E, SLM; th S 200 ft; E 660 ft M or L to Irrigation ditch; N 200 ft; W 660 ft to beg. Area 3 acres.
 9. Beg 92 Rds E & 25 rds S of NW Cor Sec 8, Tp 4 S, R 5 E, SLM; th N 25 rds; E 378 ft; SWly to beg. Area 1.80 ac., M or L

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10. Beg. E 938.5 ft from NW cor Sec 8, Tp 4 S., R 5 E., SLM; Th E 571.3 ft; S 412.5 ft; W 765.8 ft; N 37°50' W 150 ft; N 74° 20' E 198 ft; N 19° 47' E 73.5 ft; N 22° 47' E 185.9 ft to beg. Area 6.60 ac.
11. Beg. 19 ch N & 6.03 ch N89° 12' W of SE cor NE 1/4 Sec 36, T3S, R4E, SLM; N 89° 12' W 5 ch; N 0° 48' E 20.50 ch to center of St; S 89° 12' E 5 ch; S 0° 48' W 20.50 ch to beg. Area 10.25 acres.

Royal Solutions Property

Parcel 1

Beginning at a point North 89°50'29" East along the Section line 938.50 feet from the Northwest corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence South 22°37'38" West 185.90 feet; thence South 19°37'38" West 73.50 feet; thence South 74°10'38" West 185.77 feet to a point on the Easterly right-of-way line of U.S. Highway 40; thence North 38°06'21" West along said Easterly right-of-way line 93.56 feet; thence North 52°32'36" East 208.04 feet; thence North 90.88 feet to a point on the North line of said Section 8; thence North 89°50'29" East along said North line 167.53 feet to the point of beginning.

Excepting therefrom all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

Parcel 2

Beginning at a point North 89°50'29" East along the Section line 770.97 feet from the Northwest corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence South 90.88 feet; thence South 52°32'36" West 73.80 feet; thence North 0°09'31" West 49.33 feet; thence North 44°50'29" East 49.09 feet; thence North 0°09'31" West 51.56 feet to a point on the North line of said Section 8; thence North 89°50'29" East along said North line 24.25 feet to the point of beginning.

Excepting therefrom all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

And further Less and Excepting from any portion of the foregoing any real property conveyed or dedicated pursuant to that certain Dedication Plat for 1200 South Street recorded on November 8, 1999, as Entry No. 219319 in Book 443, beginning at Page 107 of the official records of the Wasatch County Recorder's Office.

**EXHIBIT C
TO
AMENDED AND RESTATED CROSS EASEMENT AGREEMENT**

(Hicken Easement Parcels)

The real property referenced in the foregoing instrument is located in Wasatch County, Utah and is more particularly described as follows:

Parcel 1

Beginning at a point North 89°50'29" East along the Section line 938.50 feet from the Northwest corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence South 22°37'38" West 185.90 feet; thence South 19°37'38" West 73.50 feet; thence South 74°10'38" West 185.77 feet to a point on the Easterly right-of-way line of U.S. Highway 40; thence North 38°06'21" West along said Easterly right-of-way line 93.56 feet; thence North 52°32'36" East 208.04 feet; thence North 90.88 feet to a point on the North line of said Section 8; thence North 89°50'29" East along said North line 167.53 feet to the point of beginning.

Excepting therefrom all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

Parcel 2

Beginning at a point North 89°50'29" East along the Section line 770.97 feet from the Northwest corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence South 90.88 feet; thence South 52°32'36" West 73.80 feet; thence North 0°09'31" West 49.33 feet; thence North 44°50'29" East 49.09 feet; thence North 0°09'31" West 51.56 feet to a point on the North line of said Section 8; thence North 89°50'29" East along said North line 24.25 feet to the point of beginning.

Excepting therefrom all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

00221146 BK 00450 Pg 00260

**EXHIBIT D
TO
AMENDED AND RESTATED CROSS EASEMENT AGREEMENT**

(Less and Excepting Parcel)

The real property referenced in the foregoing instrument is located in Wasatch County, Utah and is more particularly described as follows:

Beginning at a point North 89°50'29" East along the Section line 770.97 feet from the Northwest corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence South 90.88 feet; thence South 52°32'36" West 73.80 feet; thence North 0°09'31" West 49.33 feet; thence North 40°50'29" East 49.09 feet, thence North 0°09'31" West 51.56 feet to a point on the North line of said Section 8; thence North 89°50'29" East along said North line 24.25 feet to the point of beginning.

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