E 2876400 B 6298 P 867-872
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/29/2015 1:42:00 PM
FEE \$20.00 Pgs: 6
DEP eCASH REC'D FOR FOUNDERS TITLE CO - SLC

Farmington, Utah
NEC Station Parkway & Grand Ave.
LC 043-0293
F-83265 D
TAX 10 No. 08-486-009

Prepared by: Lorraine V. Fortelka After recording, return to: Ana Maria Guedea McDONALD'S CORPORATION One McDonald's Plaza Oak Brook, Illinois 60523

COVENANT NOT TO COMPETE

Under the Ground Lease dated September 26, 2012, ("Lease"), FARMINGTON SQUARE, LLC, a Utah limited liability company ("Landlord") whose address is Farmington Square, LLC, 1200 West Red Barn Lane, Farmington, Utah 84025, Attention Scott Harwood and Richard Haws, leased to McDONALD'S USA, LLC, a Delaware limited liability company ("Tenant") whose address is One McDonald's Plaza, Oak Brook, Illinois 60523, a parcel of land described on Exhibit A attached ("Leased Space").

One of the terms of the Lease states that the Landlord will record certain restrictions against Landlord's remaining lands located adjacent or contiguous to or within the Park Lane Commons Subdivision, as hereinafter defined.

Therefore, Landlord covenants and agrees:

No property within Parcel A or B of the Park Lane Commons Subdivison (other than the Leased Space) now or hereafter owned, leased or controlled, directly or indirectly, by Landlord, its members, shareholders, or partners (or, if Landlord is a corporation, any subsidiary or parent of Landlord), as shown on Exhibit B, attached, (the "Restricted Property") (whether or not such other property is subsequently voluntarily conveyed by Landlord) shall, during the term of the Lease and any extensions, be leased, used or occupied as a hamburger restaurant or food service establishment. The term "hamburger restaurant or food service establishment" as used in this covenant shall apply to any type of restaurant or food service establishment which sells any amount of hamburgers. Notwithstanding the foregoing, a restaurant or food service establishment which offers hamburgers only as an incidental item to their primary menu items shall not be prohibited.

Any food service establishment which offers as the primary method of service, for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term "hamburger restaurant or food service establishment."

In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the areas, and for the time period specified in this Covenant:

Apollo Burgers
Atlanta Burgers
Artic Circle
Burger Street
Checkers
Crown Burgers
Dairy Queen

Arby's
A & W
Burger Chef
Carl's Jr.
Cheeburger, Cheeburger
Crystal Burgers

Astro Burgers
Backyard Burgers
Burger King
IceBerg Drive-In
Olympic Burgers
Rally's

Roy Rogers



In and Out Burgers Rax Sonic Tim Horton's Five Guys Burgers	Hire's Big H Hardee's Jack-in-the-Box Johnny Rockets Culver's	Steak 'N' Shake Wendy's White Castle Whataburger 5-N-Diner	
such covenant will remain in ef	fect for a period of 20 years fr		
Landlord has executed this Co 2015.	venant Not to Compete on th	is day of,	
LANDLORD: FARMINGTON SQUARE, LLC, a Utah limited liability compan By: Its:	Y		
ACKNOWLEDGMENT FARMINGTON SQUARE, LLC			
STATE OF UTAH) COUNTY OF DAVIS)	SS:	•	
above, CERTIFY that Rectification (is)(are) personally known to reto the foregoing instrument, a	ne to be the same person(s) appeared before me this day and delivered this instru	whose name(s) (is)(are) subscribed in person and acknowledged that ment as (his)(her)(their) free and	
Given under my hand and nota	arial seal, this day of _ My com	Toke, 2015 mission expires $\frac{5/29/17}{}$	
STATE OF THE PROPERTY OF THE P	COMMISSION # 664539 Y COMMISSION EXPIRES:		

AFFIDAVIT OF OWNERSHIP BY LANDLORD

PictAPD A HAWS being first	duly sworn on oath deposes and states that
he/she/they is/are the Landlord or Landlord's du title to all of the property described on <u>Exhibit B</u> a	ly authorized officers and that the Landlord has
	•
IN WITNESS WHEREOF, the Affiant I	has set his/her/their hand(s) this day of
	AFFIANT(S)
•	HOU
	Manayor
Subscribed and sworn to before me this	1 day of JUNE , 2015.
	SHAD
	Notary Public
•	My commission expires 5/29/17
	FOT MY NO DE CO
	STATE OF UTAH NOTARY PUBLIC SCOTT HARWOOD COMMISSION # 664539 MY COMMISSION EXPIRES:
	05-20-2017

Exhibit A (Legal Description of the Leased Space)
Exhibit B (Legal Description of Landlord's Other Property)

EXHIBIT A

Lease Parcel

A part of Parcel B, Park Lane Commons, a subdivision of Farmington City, on file in the Office of the Davis County Recorder and located in the Southwest Quarter of Section 13 and in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

BEGINNING at a point on the east right-of-way line of Station Parkway, said point being North 00°00'21" West 286.96 feet along the west line of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and East 22.98 feet from the Southwest Corner of said Section 13, and thence along said line North 48°13'43" West 204.77 feet to a point of tangency of a 16.00 foot radius curve to the right; thence Northerly 25.14 feet along said curve through a central angle of 90°01'25" and a long chord of North 03°13'01" West 22.63 feet; thence North 41°47'42" East 82.37 feet; thence North 55°43'43" East 8.29 feet; thence North 84°15'21" East 31.43 feet to a point on the arc of a 40.00 foot radius non-tangent curve to the left, the center of which bears North 77°44'15" East; thence Southeasterly 26.20 feet along said curve through a central angle of 37°32'04" and a long chord of South 31°01'46" East 25.74 feet to a point of compound curvature of a 5.00 foot radius curve to the left; thence Easterly 7.74 feet along said curve through a central angle of 88°40'12" and a long chord of North 85°52'05" East 6.99 feet; thence North 41°31'59" East 12.99 feet; thence South 48°28'36" East 168.00 feet; thence South 41°43'36" West 140.73 feet to the POINT OF BEGINNING. Said parcel contains 29,893 square feet or 0.69 acres, more or less.

Trash Enclosure

A part of Parcel B, Park Lane Commons, a subdivision of Farmington City, on file in the Office of the Davis County Recorder and located in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

BEGINNING at a point North 00°00'21" West 528.13 feet along the east line of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian and West 107.20 feet from the Southeast Corner of said Section 14, and thence North 48°13'48" West 15.20 feet; thence North 41°46'12" Bast 26.00 feet; thence South 48°13'43" East 15.20 feet; thence South 41°46'12" West 26.00 feet to the POINT OF BEGINNING. Said parcel contains 395 square feet or 0.01 acres, more or less.

EXHIBIT B - Page 1 of 2

Legal description of Landlord's restricted property

All of Parcels A&B, Park Lane Commons, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.

EXHIBIT B Page 282 2011 AT PAGE 657 IN BOOK 5272 UTAH TRANSIT AUTHORI Filto for record and recorded this $I_2\overline{D^2}$ -day of \widehat{M}_1 as and at page $\underline{652}$ in brows of official records DAVIS COUNTY RECORDER DIRECTOR NO J. STREET FOR STREET SHEET 2 OF 5 SEPUTY RECORDE top. LOT 101 13,160 AC 573,249 SQ. Ft. W. C. J. 600 60'S 0.687 AC
29,908 SG. FT.
29,908 SG. WW WITH EMEMORY
STATE WAS ASSESSED.
BOOK 503 PARE 146 PARCEL A N55'40'42"W BROADWAY (1075 WEST)

ON TO A MESS OF THE STATE OF THE ST 1000.89° N11'29'22"Y 949.45 PARKHAT 247.28 250.00 3 EN STRION PARCEL B 3204 A0 130,866 S0 FT. 14 113 23 24 24' PUBIÌC ACCESS EASEMENT SEE DETAIL A SET REBAR & CAP (TTP.) BASELINE LS. 316833 PARCEL E NO.02,58, ₹ N89'45'29"E PARCEL F 0.267 AC 11,636 SQ. FT. 51.81

a