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Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 15 P.

Prepared by Art Lopatka, Jr.
After recorded, return to: Art Lopatka, Jr.
McDonald's Corporation
One McDonald's Plaza
Oak Brook, Illinois 60523

Midvale, Utah
425 W. 7200 S.
L/C: 043-0030
File #: 5090

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement ("Agreement") is dated MAY 31, 2016, between **LQ PROPERTIES L.L.C.**, a Delaware limited liability company ("Grantor") and **McDONALD'S REAL ESTATE COMPANY**, a Delaware corporation ("Grantee"). The following statements are a material part of this Agreement:

A. Grantee is the owner of the property described on Exhibit A attached hereto ("Grantee's Property").

B. Grantor is the owner of the property described on Exhibit B attached hereto ("Grantor's Property").

C. In connection with Grantee's intended development of Grantee's Property, it is necessary and desirable for Grantee to lay and install a sanitary sewer line where described on Exhibit C attached hereto and as shown on Exhibit D attached hereto.

D. Grantor has agreed to grant unto Grantee, and Grantee wishes to receive, an easement for the purpose of the installation, operation, maintenance, testing, repair, replacement, and renewal of such sanitary sewer line, subject to the terms, conditions and covenants contained herein.

E. Grantor has also agreed to grant unto Grantee, and Grantee wishes to receive, a temporary construction easement for the purpose of the initial construction of such Sewer Easement (as defined below), subject to the terms, conditions and covenants contained herein.

Therefore, in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENTS

A. SANITARY SEWER EASEMENT

Grantor grants to Grantee, subject to the terms, conditions and covenants set forth herein, a perpetual, non-exclusive easement, appurtenant to Grantee's Property, for the purposes of installing, operating, maintaining, testing, repairing, replacing and renewing a

sanitary sewer line and related underground and aboveground attachments, equipment and appurtenances (the "Sewer Line"), over, above, along, under, in and across that portion of Grantor's Property described on Exhibit C and depicted on Exhibit D ("Sewer Easement"); provided, however, that any portion of the Sewer Line that is to be located aboveground will be subject to Grantor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

Subject to the terms, conditions and covenants set forth herein, including, without limitation, Grantee's ongoing maintenance and repair of the Sewer Line, Grantor hereby grants to Grantee a license, coupled with the Sewer Easement, to use the Sewer Line located in the Sewer Easement area. No fee will be charged for this license.

To the extent that Grantor owns, or has any right to use or any interest in, the existing sanitary sewer line on Grantor's Property, and subject to the other terms, conditions and covenants set forth herein, Grantor also grants to Grantee a license, coupled with the Sewer Easement, to use such existing sanitary sewer line. No fee will be charged for this license.

B. TEMPORARY CONSTRUCTION EASEMENT

Grantor grants and conveys to Grantee a non-exclusive temporary construction easement (the "Temporary Construction Easement") over and upon a fifteen (15) foot strip of real property which is contiguous with each boundary of the Sewer Easement area located on Grantor's Property for the purposes of constructing the Sewer Line, subject to any encumbrances or rights of third parties shown of record in the Real Property Records of Salt Lake County, Utah, as of the date of this Agreement. The Temporary Construction Easement shall be of no further force and effect upon the completion of the construction of the Sewer Line. Grantee shall notify Grantor in writing promptly upon determination of the date of completion of such construction.

2. USE, MAINTENANCE AND REPAIR OF EASEMENT AREA

Grantee will provide Grantor with notice no less than forty-eight (48) hours prior to commencement of work on the Grantor's Property. Grantee will have the right of ingress and egress across Grantor's Property for the Sewer Easement purposes, provided that such ingress and egress will be exercised by Grantee in a reasonable manner and without undue disruption to the business operations conducted at Grantor's Property. In no event shall Grantor (a) erect any permanent structure or building or plant any trees within the Sewer Easement area; or (b) cause any change of grade elevation or perform any excavation in the Sewer Easement area without prior written approval of Grantee, which approval will not be unreasonably withheld, conditioned or delayed. However, the Sewer Easement area may be used for a driveway or parking lot, for landscaping, and for purposes that do not interfere in any material way with the Sewer Easement purposes. Grantee shall be obligated to restore the Grantor's Property to its original condition, at Grantee's sole cost and expense, including the restoration, with comparable finish, features and vegetation, of any sidewalks, driveways, landscaping or similar improvements which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the easements or licenses granted hereunder. Grantee shall be responsible, at its sole cost and expense, for the repair and maintenance of the Sewer Line and the tie-in used or owned by Grantee within the Sewer Easement area.

3. ADDITIONS TO DOMINANT TENEMENT

The Sewer Easement will also be appurtenant to any contiguous land that may hereafter come into common ownership with Grantee's Property. An area physically separate from Grantee's Property but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Grantee's Property.

4. LIEN FREE CONSTRUCTION

Grantee shall keep the Grantor's Property free and clear of any and all mechanics and materialmen's liens and any other liens arising from or pertaining to the performance of any construction, installation, maintenance, testing, repairs or any other work of any kind performed in connection with any of the Sewer Line.

5. WARRANTIES OF TITLE;

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Sewer Easement unto said Grantee, its successors and assigns, against, every person whomsoever lawfully claiming or to claim the same or any part thereof.

6. SUCCESSOR AND ASSIGNS

This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

7. AS-IS, WHERE IS; ASSUMPTION OF RISK; RELEASE

Grantee accepts the Sewer Easement, the Temporary Construction Easement and the licenses granted hereunder "**AS IS, WHERE IS, WITH ALL FAULTS AND CONDITIONS,**" including, without limitation any patent or latent defects or conditions existing with respect to the Grantor's Property. Grantee acknowledges and agrees that except as otherwise expressly set forth herein, Grantor has not made and does not make and expressly disclaims any representations or warranties of any kind or nature, express or implied with respect to the Sewer Easement, the Temporary Construction Easement, the licenses, or any other right granted hereunder. Grantee assumes all risk and liability resulting or arising from or relating to Grantee's construction, operation, maintenance, testing, repair, replacement, use or possession of the Sewer Easement, the Temporary Construction Easement, and the licenses granted hereunder. Grantee hereby agrees that Grantor, and each of its partners, members, trustees, directors, officers, employees, representatives, property managers, asset managers, agents, attorneys, affiliates and related entities, and its and their heirs, successors, and assigns (collectively, including the Grantor, the "Grantor Parties") shall be, and are hereby, fully and forever released and discharged from any and all liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, reasonable attorneys' fees, consultants' fees and costs and experts' fees (collectively, the "Claims") with respect to any and all Claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with this Agreement, the Sewer Easement, the Temporary Construction Easement or the

Grantor's Property, including, without limitation, the physical, environmental and structural condition of the Grantor's Property or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared), expressly excepting, however, any Claims relating to a breach of this Agreement by Grantor Parties or any of them (none of such Claims being included in this release and discharge). The provisions set forth in this Section shall survive any termination of the Agreement.

8. INDEMNIFICATION

GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE GRANTOR PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS (AS DEFINED ABOVE), SUFFERED OR INCURRED BY ANY OF SUCH GRANTOR PARTIES ARISING OUT OF OR RELATING TO ANY ACTS OR OMISSIONS BY GRANTEE OR ANY OF ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, EMPLOYEES, LICENSEES OR INVITEES OR ITS OR THEIR SUCCESSORS OR ASSIGNS, ARISING UNDER OR RELATING TO THIS AGREEMENT OR THEIR USE OF THE EASEMENTS OR LICENSES GRANTED HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OF THE AGREEMENT.

9. COMPLIANCE WITH LAWS AND REGULATIONS

Grantee covenants and agrees to construct the improvements in a good and workmanlike manner in compliance with all applicable statutes, ordinances, rules, and regulations of all applicable governing public authorities, and to otherwise comply with all laws, rules, regulations and requirements of all public authorities, including without limitation, the Americans with Disabilities Act, money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect.

10. DEFAULT

Grantor may enforce the terms of this Agreement by any and all legal and equitable means necessary, in Grantor's sole discretion, including, without limitation, injunction and monetary damages, and Grantor shall be entitled to recover court costs and reasonable attorneys' fees from Grantee if applicable. If Grantee deems Grantor to be in non-compliance with the terms of this Agreement, Grantee's sole remedies shall be to (i) terminate this Agreement by written notice to Grantor and shall in no event be entitled to damages or reimbursement of costs and expenses from Grantor or (ii) seek an injunction or judgment for specific performance.

11. NOTICE

Grantor's address is c/o LQ Management, 909 Hidden Ridge, Suite 600, Irving, Texas 75038, Attention: Ellison Riley, and Grantee's address is One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal Department, L/C: 043-0030. Any party may lodge written notice of a change of address. All notices will be sent by reputable overnight courier with written confirmation of delivery or by certified mail, return receipt requested, to the addresses

provided for in this paragraph and will be deemed given when deposited with such courier or when placed in the mail, as applicable.

12. ANTI-TERRORISM REPRESENTATION AND WARRANTY

Grantor and Grantee each represent and warrant that neither they nor the officers and directors controlling Grantor and Grantee, respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each Party agrees that in the event of a breach of this provision or any applicable law relating to the subject of this provision, the non-breaching Party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including but not limited to terminating this Agreement.

13. WAIVER OF TRIAL BY JURY

Grantor and Grantee agree to waive any right to have a trial by jury with respect to any lawsuit based on, or arising under this Agreement or any course of conduct, course of dealing, statements or actions of Grantor and Grantee in connection with this Agreement.

14. AUTHORITY TO SIGN

All representations, warranties, covenants, and understandings between the parties with respect to the subject matter hereof are set forth in this Agreement. This Agreement may be modified or altered only by agreement in writing between the parties, and no act or omission of any employee or agent of the parties, if any, will alter, change or modify any of the provisions of this Agreement. The parties executing this Agreement on behalf of Grantor and Grantee represent that they have authority and power to sign this Agreement on behalf of Grantor and Grantee.

15. INVALIDITY

If any term or provision of this Agreement or the application to any person or circumstance, to any extent, is or becomes invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, will not be affected.

16. TERMINATION OF LIABILITY

Whenever a transfer of ownership of either Grantor's Property or Grantee's Property takes place, the transferor will not be liable for a breach of this Agreement occurring after a transfer.

17. ADDENDA AND EXHIBITS

This Agreement includes the following addenda and/or exhibits, and the same are fully incorporated herein by reference:

- Exhibit A - legal description of Grantee's Property
- Exhibit B - legal description of Grantor's Property
- Exhibit C - legal description of Sewer Easement area
- Exhibit D - site plan depicting Sewer easement area

To indicate their consent to this Agreement, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR:

LQ PROPERTIES L.L.C.,
a Delaware limited liability company

GRANTEE:

McDONALD'S REAL ESTATE COMPANY,
a Delaware company

By: _____

Name: _____

Its: _____

By: S. Upadhye

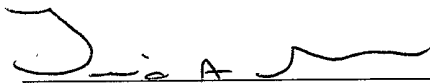
Name: Shilpa Upadhye

Its: Sr. Counsel

STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

I, Tricia A. Senese, a Notary Public in and for the county and state set forth above, CERTIFY that Shilpa Upadhye, as Senior Counsel of McDonald's Corporation, on behalf of McDonald's Real Estate Company, a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 31 of May, 2016.



Tricia A. Senese, Notary Public

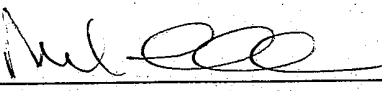
My commission expires: 06/01/2018



To indicate their consent to this Agreement, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR:

LQ PROPERTIES L.L.C.,
a Delaware limited liability company

By: 
Name: Mark M Chlapek
Its: Vice President

GRANTEE:

McDONALD'S REAL ESTATE COMPANY,
a Delaware company

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____ as _____ of McDONALD'S REAL ESTATE COMPANY, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2016.

Notary Public My commission expires _____

ACKNOWLEDGMENT - CORPORATE

STATE OF Texas)
) SS
COUNTY OF Dallas)

I, Ellison Riley, a Notary Public in and for the county and state aforesaid, CERTIFY that Mark Chlopek as Vice President of LQ PROPERTIES L.L.C., a Delaware limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31 day of May, 2016.

[Signature]

Notary Public

My commission expires 7/24/2018

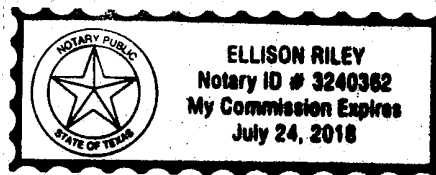


EXHIBIT A

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Beginning at a point on the South right of way line of 7200 South (Sugar Street) said point being South 1325.1 feet and West 113.85 feet and North 87°13'58" West 103.90 feet and South 81°08' West 89.30 feet from the North quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence South 105.71 feet; thence West 13.00 feet; thence South 108.00 feet; thence West 169.97 feet to a point on the Easterly right of way line of a frontage road (Catalpa Street) and a 2596.48 foot radius curve bearing to center being North 72°20' West; thence Northerly along the arc of said curve 110.25 feet; thence North 15°14' East 72.95 feet; thence North 52°11'20" East 66.78 feet; thence South 87°13'58" East 77.51 feet; thence North 81°08' East 2.43 feet to the point of Beginning.

Tax ID no. 21-25-176-003

EXHIBIT B

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Beginning South 1511.71 feet and East 27.86 feet from the North quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 148.51 feet; thence East 13.00 feet; thence South 50 feet; thence West 589.67 feet to the East line of Interstate 15 Frontage Road (Catalpa Street); thence Northeasterly along the arc of a 2596.48 foot radius curve and the Easterly line of said Frontage Road 163.31 feet (the chord bears North 19°, 20', 55" East 163.28 feet) to the South line of the Continental Oil Company property; thence along said South line East 334.60 feet; thence North 44.44 feet; thence East 188.00 feet to the point of beginning.

Tax ID No. 21-25-176-006

EXHIBIT C

LEGAL DESCRIPTION OF SEWER EASEMENT AREA

A 20.00 foot wide permanent, non-exclusive easement located in the Northwest Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the south line of property described in that certain Warranty Deed recorded August 20, 1981 as Entry No. 3596883 in Book 5283 at Page 787 of the Salt Lake County records, said point being North 89°49'07" West 322.12 feet along the north line of the Northwest Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, South 1,553.91 feet to said south line and along said line West 56.61 feet from the North Quarter Corner of said Section 25, and thence South 22°29'47" East 65.84 feet; thence South 67°30'13" West 20.00 feet; thence North 22°29'47" West 74.12 feet to said south line; thence East 21.65 feet to the **POINT OF BEGINNING**. Said easement encompasses 1,399 square feet or 0.03 acres, more or less.

EXHIBIT D

SITE PLAN DEPICTING SEWER EASEMENT AREA

(See attached)



Basis of Bearing
N 89°49'07" W 2617.36'

322.12'



Northwest Corner Section 25,
T. 2 S., R. 1 W., S.L.B.&M.

North 1/4 Corner Section 25,
T. 2 S., R. 1 W., S.L.B.&M.

McDonald's Corporation
LC 043-0030
Book 5283 Page 787
Tax I.D. No. 21-25-176-003

Point of Beginning

EAST 21.65'

WEST 56.61'

SOUTH 1553.91'

BRE/LQ Properties, LLC
Book 9267 Page 6701
Tax I.D. No. 21-25-176-006

N 22°29'47" W 74.12'

S 22°29'47" E 65.84'

S 67°30'13" W 20.00'

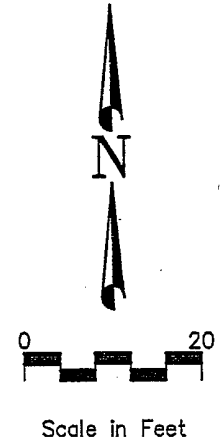


EXHIBIT D



DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

MCDONALD'S REAL ESTATE CORP.

SEWER EASEMENT EXHIBIT

PROJECT NO.	2523-10
SHEET NO.	1
FILE NAME:	Sewer
SCALE:	1"=20'