

ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated May 3, 2001, is between Amsource Z-Value, LLC, a ("Grantor") and System Capital Real Property Corporation, a Delaware corporation ("Grantee"). The following statements are a material part of this agreement:

- A. Grantee is, or will be at the time of recording of this document, the owner of Parcel 1 described in Exhibit A, attached.
- B. Grantor is the owner of Parcel 2 described in Exhibit B, attached.
- C. Grantor wishes to grant, and Grantee wishes to receive certain easements over, under and across Parcel 2.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

E 1632488 8 08 79 P 08 41
 Date 11-MAY-2001 3:41pm
 Fee: 39.00 Check
 CALLEEN B. PESHELL, Recorder
 Filed By LMO
 For FIRST AMERICAN TITLE INS CO
 TOOELE COUNTY CORPORATION

13-73-6

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1. ACCESS EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive 24-foot wide easement for access across the property described on Exhibit C, attached (the "Easement Area").

Grantor shall be responsible for supervising the maintenance and repair of the easement area. If Grantor fails to meet his/her/its responsibilities, Grantee may maintain and repair the easement area and bill Grantor.

2. USE OF EASEMENT AREAS

Grantee will have the right of ingress and egress across the Easement Area for any purpose granted and such ingress and egress will be exercised in a reasonable manner. Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of Grantee, which approval shall not be unreasonably withheld. However, the easement area may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

3. ADDITIONS TO DOMINANT TENEMENT

The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1. An area physically separate from Parcel 1 but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 1.

4. WARRANTIES OF TITLE

Grantor warrants that Grantor has good and indefeasible fee simple title to the easement premises; that Grantor has the full right and lawful authority to grant these easements, that Grantor will defend and indemnify Grantee against all lawful claims, and that Grantee shall and may peaceably have, hold and enjoy the easements.

5. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

6. DEFAULT

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall reasonably expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. If Grantee is not reimbursed within ninety (90) days from the date of billing for its costs, Grantee may, at the Grantee's discretion, have a lien for unpaid costs placed upon the title of the defaulting parties property by recording a lien claim and notice. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

7. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

8. NOTICE

Grantor's address is 358 South Rio Grande, Suite #200, Salt Lake City, Utah 84101, Attention: John Gaskill and Grantee's address is McDonald's Corporation, One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal Department, L/C: 043-0221. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.


TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

Amsource Z-Value, L.L.C., a Utah limited liability company

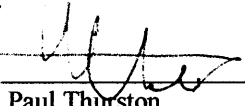
By: Amsource Realty Advisers, LLC, a Utah limited liability company
Its: Manager

By: 
Name: John R. Gaskill
Its: Manager

By: 
Name: William G. Gaskill
Its: Manager

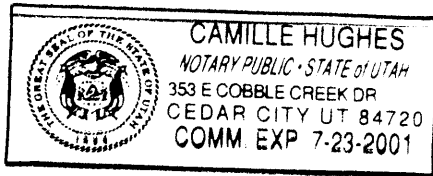
By: 
Name: Kevin B. Hawkins
Its: Manager

By: First Interstate Financial, LLC, a Utah limited liability company
Its: Manager

By: 
Name: Paul Thurston
Its: Manager

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

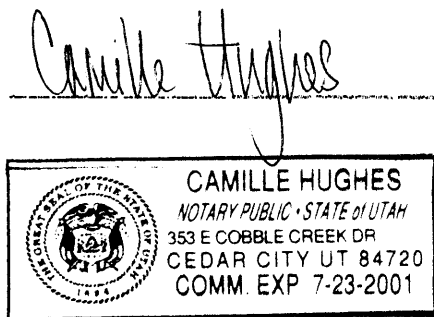
On the 10th day of May, 2001, personally appeared before me, John R. Gaskill, William G. Gaskill and Kevin B. Hawkins, the managers of Amsource Realty Advisers, LLC, a Utah limited liability company, being the manager of Amsource Z-Value, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said John R. Gaskill, William G. Gaskill and Kevin B. Hawkins as managers of Amsource Realty Advisers, LLC being the manager acknowledged to me that said Amsource Z-Value, LLC, a Utah limited liability company executed the same.



Camille Hughes
NOTARY PUBLIC
Residing at: Salt Lake
My Commission Expires: 7-23-2001

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 10th day of May, 2001, personally appeared before me, Paul Thurston, the manager of First Interstate Financial, LLC, a Utah limited liability company, being the manager of Amsource Z-Value, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said Paul Thurston as manager of First Interstate Financial, LLC being the manager acknowledged to me that said Amsource Z-Value, LLC, a Utah limited liability company executed the same.

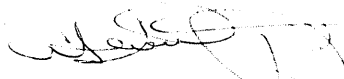


Camille Hughes
NOTARY PUBLIC
Residing at: Salt Lake
My Commission Expires: 7-23-2001

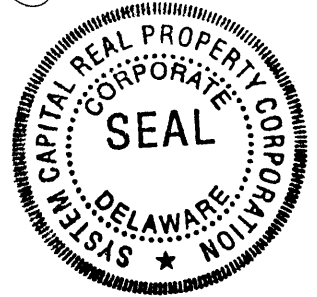
GRANTOR: Amsource Z-Value, LLC

GRANTEE: System Capital Real Property Corporation

By: _____

By:  _____
Catherine A. Griffin, Assistant Secretary

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B and C)



- Exhibit A: legal description of Grantee's property
- Exhibit B: legal description of Grantor's property
- Exhibit C: legal description of Access easement

Prepared by and Return to:
 Robin A. Greaves
 U.S. Legal Department
 McDONALD'S CORPORATION
 One McDonald's Plaza
 Oak Brook, Illinois 60523



GREAT BASIN ENGINEERING - South

2010 North Redwood Road • P.O. Box 16747 • Salt Lake City, Utah 84116
 (801) 521-8529 • (801) 394-7288 • Fax (801) 521-9551

CONSULTING ENGINEERS
 AND LAND SURVEYORS

**McDonalds - Tooele
 Parcel 1**

**January 23, 2001
 Revision April 19, 2001**

All of Lot 1, Tooele Town Center No. 2 Subdivision in Tooele City, Tooele County, Utah according to the official Plat thereof, being more particularly described as follows:

A part of the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey in Tooele City, Tooele County, Utah:

Beginning at a point on the Easterly Line of State Highway 36 (as widened to 55.00 foot half-width) being 1290.97 feet South 89°43'06" West along the Section Line and 472.26 feet South from the Northeast Corner of said Section 21; and running thence South 88°36'12" East 165.00 feet; thence South 1°23'48" West 267.50 feet; thence North 88°36'12" West 165.00 feet to a point on the Easterly of said State Highway 36 (as widened to 55.00 foot half-width); thence North 1°23'48" East 267.50 feet along said Easterly Line to the Point of Beginning

**Contains 44,138 sq. ft.
 Or 1.013 Acres**

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GREAT BASIN ENGINEERING - South

2010 North Redwood Road • P.O. Box 16747 • Salt Lake City, Utah 84116
 (801) 521-8529 • (801) 394-7288 • Fax (801) 521-9551

CONSULTING ENGINEERS
AND LAND SURVEYORS

McDonalds – Tooele Parcel 2

January 23, 2001
Revision April 19, 2001

All of Lots 1, 2, 3, 4, 7, 8, 9, and 10 of Tooele Town Center Subdivision and all of Lot 2 of Tooele Town Center No. 2 Subdivision in Tooele City, Tooele County, Utah according to official plats thereof, being more particularly described as follows:

A part of the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey in the City of Tooele, Tooele County, Utah:

Beginning at a point on the South Line of 1000 North Street as widened being 678.00 South 89°43'06" West feet along the Section Line and 45.94 feet South 0°15'56" East from the Northeast corner of said Section 21; and running thence North 89°43'06" East 60.15 feet along said South Line of 1000 North Street; thence South 44°54'00" East 41.28 feet to a point on the Westerly Line of the new alignment of 100 East Street; thence along said Westerly Line of 100 East Street the following ten courses: South 0°28'54" West 124.10 feet to a point of curvature; Southeasterly along the arc of a 833.00 foot radius curve to the left a distance of 72.55 feet (Central Angle equals 4°59'25" and Long Chord bears South 2°00'49" East 72.53 feet) to a point of reverse curvature; Southeasterly along the arc of a 2167.00 foot radius curve to the right a distance of 223.35 feet (Central Angle equals 5°54'19" and Long Chord bears South 1°33'22" East 223.25 feet) to a point of tangency; South 1°23'48" West 218.77 feet to a point of curvature; Southwesterly along the arc of a 967.00 foot radius curve to the right a distance of 11.84 feet (Central Angle equals 0°42'06" and Long Chord bears South 1°44'51" West 11.84 feet) to a point of tangency; South 2°05'54" West 412.12 feet to a point of curvature; Southwesterly along the arc of a 3002.15 foot radius curve to the left a distance of 83.50 feet (Central Angle equals 1°35'36" and Long Chord bears South 1°18'06" West 83.50 feet) to a point of tangency; South 0°30'18" West 97.97 feet to a point of curvature; Southeasterly along the arc of a 1938.65 foot radius curve to the left a distance of 101.71 feet (Central Angle equals 3°00'21" and Long Chord bears South 0°59'53" East 101.70 feet) to a point of reverse curvature; and Southeasterly along the arc of a 1714.04 foot radius curve to the right a distance of 98.53 feet (Central Angle equals 3°17'37" and Long Chord bears South 0°51'15" East 98.52 feet); thence North 89°59'34" West 404.29 feet; thence South 1°03'32" West 4.51 feet; thence South 89°38'00" West 46.84 feet; thence North 0°15'56" West 200.00 feet; thence North 89°38'00" East 20.00 feet; thence North 0°15'56" West 281.00 feet; thence South 89°38'00" West 270.16 feet to a point on the East Line of Main Street (as widened to 55.00 foot half-width); thence North 1°23'48" East 301.40 feet along said East Line; thence South 88°36'12" East 165.00 feet; thence North 1°23'48" East 267.50 feet; thence North 88°36'12" West 165.00 feet to a point on the East Line of said Main Street (as

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widened to 55.00 foot half-width); thence along said East Line of Main Street as widened the following two courses: North $1^{\circ}23'48''$ East 205.39 feet; and Northwesterly along the arc of a 2809.80 foot radius curve to the right (Central Angle equals $4^{\circ}12'42''$ and Long Chord bears North $3^{\circ}37'03''$ East 206.50 feet); thence North $47^{\circ}48'08''$ East 22.45 feet to a point on the South Line of 1000 North Street as widened; thence North $89^{\circ}43'06''$ East 378.52 feet along said South Line; thence South $0^{\circ}15'56''$ East 205.06 feet; thence North $89^{\circ}43'06''$ East 200.00 feet; thence North $0^{\circ}15'56''$ West 205.06 feet to the Point of Beginning.

**Contains 825,194 sq. ft.
or 18.944 Acres**

GREAT BASIN ENGINEERING - South

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CONSULTING ENGINEERS
AND LAND SURVEYORS

**McDonalds – Tooele
Proposed Parcel 1A**

**January 23, 2001
Revision April 19, 2001**

A 24-foot wide easement for access purposes adjacent to and along the North side of Lot 1 of Tooele Town Center No. 2 Subdivision described as follows:

A part of the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey in the City of Tooele, Tooele County, Utah:

Beginning at a point on the East Line an existing retaining wall being 21.62 feet South $88^{\circ}36'12''$ East from the Northwest Corner of said Lot 1; said Point of Beginning being 1269.35 feet South $89^{\circ}43'06''$ West along the Section Line and 472.90 feet South from the Northeast corner of said Section 21; and running thence North $1^{\circ}01'13''$ East 24.00 feet along the East Line of said retaining wall; thence South $88^{\circ}36'12''$ East 143.54 feet to a point on the Easterly Line of Lot 2 of Tooele Town Center No. 2 Subdivision; thence South $1^{\circ}23'48''$ West 24.00 feet along said Easterly Line to the Northeast corner of said Lot 1; thence North $88^{\circ}36'12''$ West 143.38 feet along the North line of said Lot 1 to the Point of Beginning.

Contains 3,443 sq. ft.