

63672A9

WEST JORDAN, UTAH  
9000 South & 1300 West  
LC: 043-0136

Prepared by and After Recording Return To:  
William Blanco  
McDONALD'S CORPORATION  
One McDonald's Plaza  
Oak Brook, Illinois 60521

## COVENANT NOT TO COMPETE

Under Lease dated September 12, 1995, JTR PAXTON 90-13, L.C., a Utah limited liability company ("Landlord") whose address is 2157 South Highland Drive, Suite 200, Salt Lake City, Utah 84106, Attn: John Thackeray leased to McDONALD'S CORPORATION, a Delaware corporation, whose address is One McDonald's Plaza, Oak Brook, Illinois 60521 ("Tenant") a parcel of land described on Exhibit A attached ("Demised Premises").

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 the Demised Premises.

THEREFORE, Landlord covenants and agrees:

1. That no property (other than the Demised Premises) now or hereafter owned, leased or controlled, directly or indirectly, by Landlord, or, if Landlord is a Corporation, any subsidiary of Landlord, adjacent or contiguous to the Demised Premises as shown on Exhibit B (whether or not such other property is subsequently voluntarily conveyed by Landlord) shall, during the term of the Lease and any extensions of it, be leased, used or occupied as a restaurant. The term "restaurant" as used in this covenant shall mean and be limited to any type of food service establishment which serves hamburgers or any other type of ground beef products served in patty form in a sandwich. Notwithstanding the foregoing, the term "restaurant" shall not apply to any food service establishment which offers as the primary method of service for all meal times, food and drink orders taken and served by a wait person at a customer's table. In addition, and not by way of example, the following restaurants operating under the listed trade names are prohibited upon the property described in Exhibit B for the time period specified in this covenant: Burger King, Crown Burger, Wendy's, Hardee's, Arctic Circle, Central Park, Jack-in-the-Box, Sonic, Atlantis and Taco Bell. This covenant shall not apply to food served within a convenience store or a grocery store unless the prohibited food is marketed under the name of a national or regional fast food company under a sublease, franchise or license agreement or other arrangement with the convenience store or the grocery store nor shall it apply to Fuddruckers or Training Table restaurants.

2. If during the term of the Lease, Landlord shall own or control any land other than the Demised Premises, which land is adjacent or contiguous to the Demised Premises, or which constitutes a parcel or parcels out of which the Demised Premises is comprised, then any building(s) or other improvement(s) constructed upon such other land shall be set back fifty (50) feet from the public right of way along 9000 South Street, provided however that the restrictions set forth in this subparagraph (2) shall not be applicable:

a. With regard to existing improvements on land owned or controlled by Landlord as of the date of execution hereof, or,

b. With regard to any improvements existing on land which subsequently comes under Landlord's ownership or control on the date that Landlord acquires such ownership or control.

Landlord agrees that the covenants set forth in (1) and (2) shall run with the land and such covenants shall remain in effect for a period of twenty (20) years from the date Tenant opens for business on the Demised Premises and shall inure to the benefit of the Tenant and shall be binding upon the Landlord and the Landlord's heirs, executors, successors and assigns.

Landlord has executed this Covenant on this 22 day of May, 1996.

LANDLORD:  
JTR PAXTON 90-13, L.C.

By [Signature]  
WITNESS: John R. Thackeray  
MEMBER -

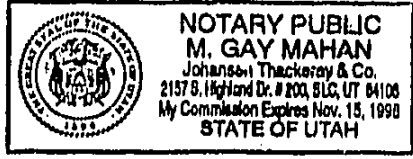
**AFFIDAVIT OF OWNERSHIP BY LANDLORD**

John R. Thackeray being first duly sworn on oath deposes and states that they are the Landlord or Landlord's duly authorized officers and that the Landlord has title to all of the property described on Exhibit B attached and that the Landlord owns no other property adjacent or contiguous to the property described on Exhibit A attached.

IN WITNESS WHEREOF, the affiant has set his/her/their hand(s) this 22 day of May, 1996.

AFFIANT(S)  
[Signature]

Subscribed and sworn to before me this 22nd day of May, 1996.



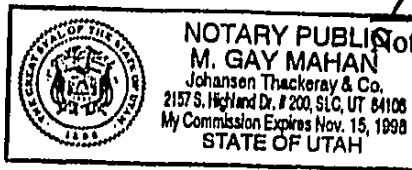
M. Gay Mahan  
Notary Public  
My commission expires 11-15-98

PLEASE ATTACH PROPER ACKNOWLEDGMENT FOR STATE WHERE DOCUMENT IS TO BE RECORDED AND EXHIBIT A (LEGAL DESCRIPTION OF DEMISED PREMISES) AND EXHIBIT B (LEGAL DESCRIPTION OF LANDLORD'S OTHER PROPERTY)

State of Utah }  
 } ss.  
COUNTY of Salt Lake }

On the 22<sup>nd</sup> day of May, 1996 personally appeared before me John R. Thackeray who being duly sworn did say, for himself, that he is the member/manager of **JTR PAXTON 90-13, L.C. a Utah Limited Liability Company** and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.

*M. Gay Mahan*



My Commission Expires:  
11-15-98

BK 7408PG0606

WEST JORDAN, UTAH

Parcel 1:

Beginning on the South line of 9000 South Street at a point that is N89°58'03"E along the monument line 250.00 feet and S0°01'25"W 33.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Southwest corner of said Section 2 bears S0°01'25"W (basis of bearing); thence along said South line of 9000 South Street N89°58'03"E 165.00 feet; thence S0°01'25"W 250.00 feet; thence S89°58'03"W 165.00 feet; thence N0°01'25"E 250.00 feet to the point of beginning. Contains 41,250 square feet or 0.9470 acre.

EXHIBIT A

BK 7408 PG 0607

**SCHEDULE "B"**

**PARCEL NO. 1:**

BEGINNING at a point South 0°10'25" West 354.75 feet from the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Meridian; and running thence South 0°01'25" West 33.33 feet; thence North 89°55'10" East 263.3 feet; thence South 0°01'25" West 15.84 feet; thence North 89°55'10" East 465.25 feet; thence North 0°01'25" East 139.92 feet; thence South 89°55'10" West 465.25 feet; thence South 0°01'25" West 90.75 feet; thence North 89°55'10" West 264 feet to the point of BEGINNING.

**PARCEL NO. 2:**

BEGINNING at a point 16 rods South from the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Meridian; and running thence South 90.75 feet; thence East 71.41 feet; thence North 10 feet; thence East 10 feet; thence South 10 feet; thence East 182.59 feet; thence North 90.75 feet; thence West 16 rods to the point of BEGINNING.

**PARCEL NO. 3:**

COMMENCING South 0°5' West 176.88 feet from the West quarter corner, Section 2, Township 3 South, Range 1 West, Salt Lake Meridian, thence South 0°5' West 87.12 feet; thence South 89°55' East 250 feet; thence North 0°5' East 87.12 feet North; thence North 89°55' West 250 feet to the point of COMMENCEMENT.

6367249  
05/28/96 11:42 AM 21-00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: B GRAY , DEPUTY - WI

BK 7408 PG 0608