

WHEN RECORDED MAIL TO:
McDonalds' Corporation
711 Jorie Boulevard
Oakbrook, IL 60521
Attn: Sarah Mearns

6569149
02/10/97 12:17 PM 29.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: V ASHBY DEPUTY - WI

6569149

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") dated FEBRUARY 6, 1997 1997, is between 6200 Airport Road L.C., a Utah limited liability company ("Airport Road") and McDonald's Corporation, a Delaware corporation ("McDonald's"). The following statements are a material part of this Agreement:

A. McDonald's is the owner, and the purchaser from Airport Road, of a tract of land described as Lot 1 ("Lot 1") on Exhibit A, attached.

B. Airport Road is the owner of a tract of land described as Lot 2 ("Lot 2") on Exhibit B, attached.

C. Airport Road wishes to grant, and McDonald's wishes to receive, easements over, under and across a portion of Lot 2 (such portion being "Parcel 2A"), described on Exhibit C, attached, and Airport Road has reserved, and McDonald's wishes to grant to Airport Road, easements over, under and across a portion of Lot 1 (such portion being "Parcel 1A"), described on Exhibit D, attached.

Therefore, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENT FOR INGRESS AND EGRESS

Airport Road grants and conveys to McDonald's a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Lot 1, appurtenant to Lot 1, over, upon and across the spaces, driveways and access ways, and walkways, exits and entrances, and other common areas to be constructed on Parcel 2A. Airport Road has reserved, and McDonald's grants and conveys to Airport Road, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Lot 2, appurtenant to Lot 2, over, upon and across the spaces, driveways and access ways, and walkways, exits and entrances, and other common areas to be constructed on Parcel 1A.

2. CONSTRUCTION OF THE EASEMENT AREA

McDonald's shall construct the driveways, access ways, exits and entrances, and other common areas on Parcels 1A and 2A, as shown on the Site Plan dated December 20, 1996, revised January 23, 1997, Project No. 43-0154, prepared by Dominion Engineering, such construction to be

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completed in a good and workmanlike manner and in compliance with all governmental requirements within three (3) months after the date of this Agreement. McDonald's shall provide Airport Road with a schedule of construction costs and such supporting information as Airport Road may reasonably request. Airport Road shall reimburse McDonald's for the lesser of: (a) one-half of such construction costs or (b) \$3,000. Such reimbursement shall be made within thirty (30) days after receipt by Airport Road of an invoice for the amount to be reimbursed. If McDonald's is not reimbursed within such thirty (30) day period, McDonald's may, at its discretion, have a lien for the amount to be reimbursed placed upon Lot 2 by recording a lien claim and notice. Subject to such reimbursement by Airport Road, McDonald's agrees to pay all such construction costs when due and to indemnify and hold harmless Airport Road from any liens which may be filed against Lot 2 or any part thereof as a result of such construction.

3. MAINTENANCE

Airport Road shall maintain the improvements constructed pursuant to Section 2 above on Lot 2A and McDonald's shall maintain the improvements constructed pursuant to Section 2 above on Lot 1A. Neither party shall alter such improvements in any way which would materially and adversely affect the use thereof for the purposes contemplated by this Agreement. Each party shall pay all costs incurred in performing such maintenance. If either party fails to perform any maintenance of the improvements to be maintained by it and such failure continues for thirty (30) days after notice from the other party, the other party shall have the right to perform such maintenance, in which event the failing party agrees promptly to reimburse the cost thereof (together with reasonable collection costs, including attorneys' fees) to the other party. (Notwithstanding the foregoing, McDonald's agrees, prior to completion of a building on Lot 2, to perform the maintenance on Lot 2A without any reimbursement from Airport Road for the cost thereof.)

Airport Road agrees to maintain on Lot 2 and McDonald's agrees to maintain on Lot 1 comprehensive public liability insurance covering injuries to or death of any person or damage to or destruction of any property in an amount of at least \$1,000,000 for a single occurrence. Each party shall provide evidence of such insurance to the other party upon request by the other party.

4. COVENANTS RUNNING WITH LAND

The easements, rights, and obligations contained within this Agreement shall run with the land and inure to the benefit of and be binding upon Airport Road, McDonald's, and their successors and assigns. Neither Airport Road nor McDonald's nor any successor or assign shall have any liability under this Agreement for any liabilities accruing after the date on which such party is no longer the owner of Lot 1 or Lot 2, as the case may be.

5. CONSTRUCTION

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

6. NOTICE

Airport Road's address is c/o Johansen Thackeray & Company Inc., 2157 South Highland Drive, Suite 200, Salt Lake City, Utah 84106, and McDonald's address is McDonald's Corporation, One McDonald's Plaza, Oak Brook, Illinois 60521. Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this section and shall be deemed given upon delivery or attempted delivery.

To indicate their consent to this Agreement, Airport Road and McDonald's have signed this Agreement.

6200 Airport Road L.C.,
a Utah limited liability company

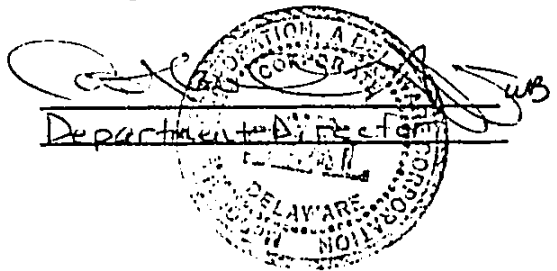
By:



McDonald's Corporation,
a Delaware corporation

By:

Its:



Department Director

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B, C, AND D)

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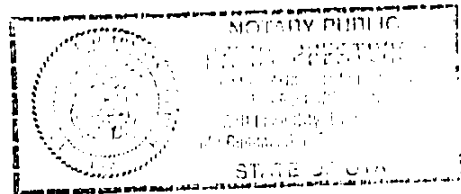
BK 7595102293

STATE OF UTAH }
 :
COUNTY OF SALT LAKE }
 :

On this 7th day of February, 1997 personally appeared before me DAVID WINNIE who being duly sworn did say, for himself that he is the member/manager of 6200 AIRPORT ROAD, L.C., a Utah Limited Liability Company and 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.

Cathy Brewster

NOTARY PUBLIC



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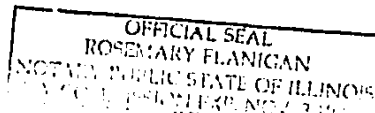
**ACKNOWLEDGMENT - McDONALD'S
(No attestation required)**

STATE OF ILLINOIS)
) SS:
 COUNTY OF DUPAGE)

I, **Rosemary Flanigan**, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **Catherine A. Griffin, Department Director** of McDonald's Corporation, a Delaware corporation, 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 she signed, sealed and delivered the said instrument as her free and voluntary act as such authorized party and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6th day of February, 1997.

Rosemary Flanigan My commission expires November 3, 1998.
 Notary Public
 Rosemary Flanigan



ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
) SS:
 COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ of _____, a(n) _____ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such officer and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

 Notary Public My commission expires _____.

LK 7595 162 295

WEST JORDAN, UTAH

Lot 1

Beginning on the new South line of 6200 South Street at a point that is $N89^{\circ}55'30''W$ along the section line (basis of bearing) 1360.83 feet and South 40.00 feet from the County monument at the North Quarter corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning to be known as the Northwest corner of Lot 1, Airport Road Commercial Subdivision (when the same is recorded); thence South 280.00 feet to the Southwest corner of said Lot 1; thence $S89^{\circ}55'30''E$ 255.00 feet to the Southeast corner of said Lot 1 at a point on the new West line of Airport Road; thence along said West line of street North 245.05 feet; thence Northwest 54.93 feet along the arc of a 35.00 foot radius curve to the left through a central angle of $89^{\circ}55'30''$ (chord bears $N44^{\circ}57'45''W$ 49.47 feet) to a point on said South line of 6200 South Street; thence along said South line of street $N89^{\circ}55'30''W$ 220.03 feet to the point of beginning. Contains 71,138 square feet or 1.6331 acres.

EXHIBIT A

BR 7595 PG 2296

WEST JORDAN, UTAH

Lot 2

Beginning on the new South line of 6200 South Street at a point that is N89°55'30"W along the section line (basis of bearing) 1360.83 feet and South 40.00 feet from the County monument at the North Quarter corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along said South line of street N89°55'30"W 265.00 feet; thence South 200.00 feet; thence S89°55'30"E 265.00 feet; thence North 200.00 feet to the point of beginning. Contains 53,000 square feet or 1.2167 acres.

EXHIBIT B

BR 7595 HG 2297

WEST JORDAN, UTAH

Parcel 2A

Beginning on the new South line of 6200 South Street at a point that is N89°55'30"W along the section line (basis of bearing) 1360.83 feet and South 40.00 feet from the County monument at the North Quarter corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning to be known as the Northwest corner of Lot 1, Airport Road Commercial Subdivision (when the same is recorded); thence South 50.00 feet; thence N89°55'30"W 20.00 feet; thence North 50.00 feet to a point on said South line of 6200 South Street; thence along said South line of street S89°55'30"E 20.00 feet to the point of beginning. Contains 1,000 square feet or 0.0230 acre.

EXHIBIT C

BK 7595162298

WEST JORDAN, UTAH

Parcel 1A

Beginning on the new South line of 6200 South Street at a point that is N89°55'30"W along the section line (basis of bearing) 1360.83 feet and South 40.00 feet from the County monument at the North Quarter corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning to be known as the Northwest corner of Lot 1, Airport Road Commercial Subdivision (when the same is recorded); thence South 50.00 feet; thence S89°55'30"E 20.00 feet; thence North 50.00 feet to a point on said South line of 6200 South Street; thence along said South line of street N89°55'30"W 20.00 feet to the point of beginning. Contains 1,000 square feet or 0.0230 acre.

EXHIBIT D

DN7595R02299