

Springville, UT
977 W 400 S
L/C: 043-0331
File # 06044

Prepared by: Jennifer Cohn
After recording, return to: Jeanine Jenig
McDONALD'S CORPORATION
110 N Carpenter St
Chicago IL 60607-2101

COVENANT NOT TO COMPETE

Under the Ground Lease dated December 3, 2021 ("**Lease**"), **TERRA SPRINGS, LLC**, a Utah limited liability company ("**Landlord**") whose address is 475 North 300 West, Suite 204, Kaysville Utah 84037, leased to **McDONALD'S USA, LLC**, a Delaware limited liability company ("**Tenant**") whose address is 110 N Carpenter St, Chicago IL 60607-2101, 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 a two-mile radius of the Leased Space.

Therefore, Landlord covenants and agrees:

1. That provided Tenant is open and operating from the Premises, is not in default under the Lease beyond any applicable notice and cure period, no property (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 of Landlord), adjacent or contiguous to the Leased Space or within 2 miles of the perimeter of the Leased Space as described on Exhibit B (whether or not such other property is subsequently voluntarily conveyed by Landlord) will, during the Term, be leased, used or occupied as a food service establishment with a drive-thru, that sells any amount of (a) hamburgers (defined as meat or plant based) or any other type of beef products served in sandwich form; and/or (b) chicken served in sandwich form; and any walk-up eating or drinking facility (including without limitation a kiosk, stand, booth, or area located inside another business facility) that sells any amount of hamburgers as part of its menu offering shall be limited to one location in the Springville Marketplace Shopping Center and limited to 2,700 square feet; provided that any food service establishment which offers as a primary method of service for all meal times food and drink orders taken and served by waiter or waitress at the customer's table shall not be prohibited. Notwithstanding the foregoing, the exclusive shall not apply to beverage service establishments, including, but not limited to, Swig and Fiiz and other like kind establishments, or to establishments serving deli style sandwiches.

2. If, after Tenant or its subtenant initially opens for business on the Leased Space, no restaurant business is being operated on the Leased Space for a period of three hundred sixty-five (365) consecutive days (excluding temporary closures during any periods when the Leased Space is not operated due to strike, lockout, riot, insurrection, fire or other casualty, condemnation, acts of God, alterations, repairs, remodeling (provided any closure for repairs or

remodeling does not exceed 180 days from the receipt of any applicable permits or approvals), operation of law, government requirements, or similar cause beyond the reasonable control of Tenant, other than Tenant's financial inability), this covenant not to compete shall terminate thirty (30) days after Tenant's receipt of Landlord's written notice of same, provided that Tenant has not opened in the Leased Space as a restaurant use prior to the end of the thirty (30) day period.

3. Landlord agrees that the covenants set forth herein run with the land and inure to the benefit of Tenant and are binding upon Landlord and Landlord's heirs, executors, successors and assigns. In the event Tenant purchases the Leased Space, such covenants will remain in effect for a period of 20 years from the date of closing.

[The remainder of this page is intentionally left blank. Signature page to follow.]

Landlord has executed this Covenant Not to Compete on this 27 day of June, 2022.

LANDLORD: TERRA SPRINGS, LLC, a Utah limited liability company

By: J. Stuart Adams
Its: Manager
J. Stuart Adams

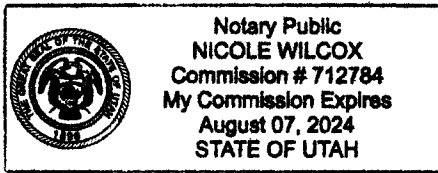
AFFIDAVIT OF OWNERSHIP BY LANDLORD

J. Stuart Adams being first duly sworn on oath deposes and states that he/she/they is/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 or within 2 miles of the property described on Exhibit A attached.

IN WITNESS WHEREOF, the Affiant has set his/her/their hand(s) this 27th day of June, 2022.

AFFIANT(S)
J. Stuart Adams
J. Stuart Adams

Subscribed and sworn to before me this 27 day of June, 2022



Nicole Wilcox
Notary Public

My commission expires 07 August 2024

EXHIBIT A

LEGAL DESCRIPTION OF LEASED SPACE

A portion of LOT 5, SPRINGVILLE MARKETPLACE, A COMMERCIAL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Utah County Recorder, recorded May 26, 2016 as Entry No. 47132:2016, located in the SW 1/4 of Section 32, Township 7 South, Range 3 East, Salt Lake Base & Meridian, Springville City, Utah County, Utah, more particularly described as follows:

BEGINNING at a point located on the southerly line of said LOT 5, SPRINGVILLE MARKETPLACE, A COMMERCIAL SUBDIVISION, said point also located along the Section line 2165.99 feet North 88°34'56" East and 364.97 feet North 01°25'04" West from the Northeast Corner of Section 6, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of bearing being South 89°11'49" West 2655.76 feet from the Northeast Corner to the North Quarter corner of said Section 6), and running thence along said Lot 5 North 68°16'42" West 88.12 feet; thence North 00°01'29" West 56.73 feet; thence South 89°58'31" West 20.00 feet; thence North 00°01'29" West 193.44 feet to the southerly Right of Way line of 400 South Street; thence along said Right of Way line South 87°49'34" East 193.18 feet to a point on a 15.00 foot radius non-tangent curve to the right; thence southeasterly 23.09 along the arc of said curve through a central angle of 88°12'50" (chord bears South 43°44'27" East 20.88 feet) to the westerly Right of Way line of 950 West Street; thence along said westerly Right of Way line South 00°24'40" West 260.38 feet to the Southeast corner of said LOT 5; thence along the southerly line of said LOT 5 North 89°59'43" West 103.63 feet to the POINT OF BEGINNING.

Contains 54,426.07 square feet or 1.249 acres, more or less.

Part of Parcel No. 66-527-0005.

EXHIBIT B

LEGAL DESCRIPTION OF LANDLORD'S OTHER PROPERTY

LOTS 2, 4, AND 5, SPRINGVILLE MARKETPLACE, A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING THE FOLLOWING PROPERTY:

A portion of LOT 5, SPRINGVILLE MARKETPLACE, A COMMERCIAL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Utah County Recorder, recorded May 26, 2016 as Entry No. 47132:2016, located in the SW 1/4 of Section 32, Township 7 South, Range 3 East, Salt Lake Base & Meridian, Springville City, Utah County, Utah, more particularly described as follows:

BEGINNING at a point located on the southerly line of said LOT 5, SPRINGVILLE MARKETPLACE, A COMMERCIAL SUBDIVISION, said point also located along the Section line 2165.99 feet North 88°34'56" East and 364.97 feet North 01°25'04" West from the Northeast Corner of Section 6, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of bearing being South 89°11'49" West 2655.76 feet from the Northeast Corner to the North Quarter corner of said Section 6), and running thence along said Lot 5 North 68°16'42" West 88.12 feet; thence North 00°01'29" West 56.73 feet; thence South 89°58'31" West 20.00 feet; thence North 00°01'29" West 193.44 feet to the southerly Right of Way line of 400 South Street; thence along said Right of Way line South 87°49'34" East 193.18 feet to a point on a 15.00 foot radius non-tangent curve to the right; thence southeasterly 23.09 along the arc of said curve through a central angle of 88°12'50" (chord bears South 43°44'27" East 20.88 feet) to the westerly Right of Way line of 950 West Street; thence along said westerly Right of Way line South 00°24'40" West 260.38 feet to the Southeast corner of said LOT 5; thence along the southerly line of said LOT 5 North 89°59'43" West 103.63 feet to the POINT OF BEGINNING. Contains 54,426.07 square feet or 1.249 acres, more or less.

LOT 8 SPRINGVILLE MARKETPLACE PLAT B, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

LOT 9, PLAT "C", SPRINGVILLE MARKETPLACE SUBDIVISION, AMENDING LOT 6 OF SPRINGVILLE MARKETPLACE, A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

For reference purposes only:

Tax Parcel Nos. 66-527-0002, 66-527-0004, 66-527-0005, 66-624-0008, and 66-834-0009