

03/17/97

14:57
West Jordan, Utah
SWC 6200 South and Airport Road
L/C: 043-0154

McD R/E LEGAL

001/002

6594942

Prepared by Elizabeth Sands and After
Recording, Return To: Sarah Mearns
Development Team Legal Department
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60521

6594942
03/17/97 12:18 PM 19-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: D KILPACK DEPUTY - WI

RESTRICTIVE COVENANT
(Corporation)

Under a contract dated the 10th day of September, 1996, 6200 Airport Road L.C., a Utah limited liability company ("Grantor") agreed to convey to McDONALD'S CORPORATION, a Delaware corporation ("Grantee") a parcel of real estate described on Exhibit A attached.

One of the terms of that contract required the Grantor to record a Restrictive Covenant affecting the use of Grantor's other property.

THEREFORE, in consideration of the terms and conditions contained in that contract, Grantor promises and declares that the property described on Exhibit B, attached, will not be used for fuel facility, convenience store, car wash or restaurant purposes for a period of 20 years from the date of the recording of this document. The term "restaurant" as used in this clause 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 a 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 customers table. In addition, and not by way of example, the following restaurants operating under the listed trade names, are prohibited upon Sellers adjacent or contiguous property, for the time period specified in this Covenant: Burger King, Crown Burger, Wendy's, Hardees, Arctic Circle, Central Park, 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 Fuddrucker's or Training Table restaurants.

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CO. RECORDER

This restriction runs with the land described in Exhibits A and B and shall inure to the benefit of the Grantee and be binding upon the Grantor and the Grantor's successors and assigns.

Grantor has executed this Restrictive Covenant, this 7th day of February, 1997.

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

By: [Signature]

SK 7620PG0013

STATE OF Utah
COUNTY OF Salt Lake

AFFIDAVIT OF OWNERSHIP
(By Officer or Partner)

The undersigned, being first duly sworn on oath, deposes and states that the undersigned is an officer or partner of the above named Grantor and as such has access to the records of the Grantor and knows of his/her personal knowledge that the Grantor has title to all of the property described on Exhibit B attached and that the Grantor owns no other property within a two (2) mile radius of the property described on Exhibit A attached.

[Signature]
Affiant



Subscribed and sworn to before me this 7th day of February, 1997.
[Signature] Notary Public
My commission expires 2/14/97

(PLEASE ATTACH EXHIBITS A AND B)

POOR COPY
CO. RECORDER

ACKNOWLEDGMENT CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 19____, by _____, Vice President/Partner, and _____, Secretary, of _____, on behalf of the Corporation/Partnership.

Notary Public
My commission expires _____

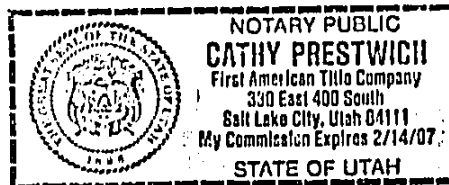
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STATE OF UTAH }
 :
COUNTY OF SALT LAKE }

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, I.C., a Utah Limited Liability Company and the within and forgoing 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 Prestwich

NOTARY PUBLIC



-POOR COPY
CO. RECORDER

BK7620PG0015

EXHIBIT "A"

DESCRIPTION

PARCEL NO. 1: (To be known as Lot 1, Airport Road Commercial Subdivision)

Beginning on the new South line of 6200 South Street at a point that is North $89^{\circ}55'80''$ West 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 South $89^{\circ}55'30''$ East 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 Northwesterly 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 North $44^{\circ}57'45''$ West 49.47 feet) to a point on said South line of 6200 South Street; thence along said South line of street North $89^{\circ}55'30''$ West 220.05 feet to the point of beginning.

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CO. RECORDER

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EXHIBIT "B"

DESCRIPTION

PARCEL NO. 2: (To be known as Lot 2, Airport Road Commercial Subdivision)

Beginning on the new South line of 6200 South Street at a point that is North 89°55'30" West 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 North 89°55'30" West 265.00 feet; thence South 200.00 feet; thence South 89°55'30" East 265.00 feet; thence North 200.00 feet to the point of beginning.

* * *

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CO. RECORDER

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