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9/21/2018 10:14:00 AM \$27.00
Book - 10714 Pg - 4863-4868
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

South Jordan, Utah
Daybreak Parkway
L/C: 043-0313
File #45764

Prepared by: Lorraine V. Fortelka
After recording, return to: Ana Maria Guedea
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

COVENANT NOT TO COMPETE

Under the Ground Lease dated November 17, 2017, ("**Lease**"), **DB TRAIL CROSSING, LLC**, a Delaware limited liability company ("**Landlord**") whose address is 1178 Legacy Crossing Blvd., Suite 100, Centerville, Utah 84014, leased to **McDONALD'S USA, LLC**, a Delaware limited liability company ("**Tenant**") whose address is One McDonald's Plaza, Oak Brook, Illinois 60523, until May 23, 2018 and effective May 24, 2018, the principal place of business will be 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 within the shopping center legally described on Exhibit B attached (the "**Shopping Center**").

Therefore, Landlord covenants and agrees:

1. That 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 or parent of Landlord), located within the Shopping Center (whether or not such other property is subsequently voluntarily conveyed by Landlord) will, during the Term, be leased, used or occupied as any of the following named restaurants or food service establishments:

Apollo Burgers		Astro Burgers
Atlanta Burgers	A & W	Backyard Burgers
Artic Circle	Burger Chef	Burger King
Burger Street	Carl's Jr.	IceBerg Drive-In
Checkers	Cheeburger, Cheeburger	Olympic Burgers
Crown Burgers	Crystal Burgers	Rally's
Dairy Queen	Del Taco	Roy Rogers
In and Out Burgers	Hire's Big H	Steak 'N' Shake
Rax	Hardee's	Wendy's
Sonic	Jack-in-the-Box	White Castle
	Johnny Rockets	Whataburger
Tim Horton's		5-N-Diner
Five Guys Burgers	Culver's	Smashburger
Freddy's Frozen Custard and Steakburger	The Habit	


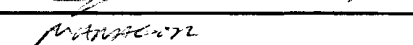
Notwithstanding the foregoing, if, after Tenant or its subtenant initially opens for business on the Leased Space, no restaurant business is being operated on the Leased Space for a period of three hundred and sixty-five (365) consecutive days (excluding temporary closures during any periods when the restaurant business on the Leased Space is not operated due to strike, lockout,

riot, insurrection, fire or other casualty, condemnation, acts of God, alterations, repairs, remodeling, 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 forty-five (45) days after Tenant's receipt of Landlord's written notice of same, provided that no restaurant business reopens on the Leased Space within the forty-five (45) day period.

Landlord agrees that the covenants set forth herein run with the land and if Tenant purchases the Leased Space, such covenants will remain in effect for a period of 20 years from the date of closing.

Landlord has executed this Covenant Not to Compete on this 21st day of May, 2018.

LANDLORD:

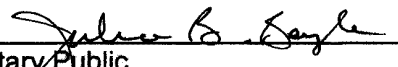
By: 
 Its: 

ACKNOWLEDGMENT - CORPORATE

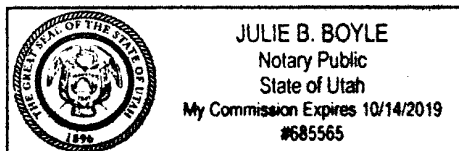
STATE OF Utah)
) SS
 COUNTY OF Davis)

I, Julie B. Boyle, a Notary Public in and for the county and state aforesaid, CERTIFY that Spencer H. Wight, as Manager, of DB Trail Crossing LLC, a LLC corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of May, 2018.


 Notary Public

My commission expires 10-14-2019.



AFFIDAVIT OF OWNERSHIP BY LANDLORD

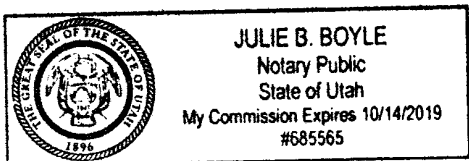
SPENCER H. WRIGHT being first duly sworn on oath deposes and states that he/she/they is/are the Landlord or Landlord's duly authorized officers and that the Landlord has title to all of the property described on Exhibit B attached.

IN WITNESS WHEREOF, the Affiant has set his/her/their hand(s) this 17 day of May, 2018.

AFFIANT(S)

Spencer H. Wright
Spencer H. Wright

Subscribed and sworn to before me this 17 day of May, 2018.



Julie B. Boyle
Notary Public

My commission expires 10-14-2019

Please attach property acknowledgment for State where document is to be recorded
Exhibit A (Legal Description of the Leased Space)
Exhibit B (Legal Description of Landlord's Other Property)

EXHIBIT "A"

BOUNDARY DESCRIPTION:

A parcel of land located in Lot C-105, Kennecott Daybreak Village 7A Plat 1 Subdivision, a part of the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the south line of Lot C-105, Kennecott Daybreak Village 7A Plat 1 Subdivision, said point being South 89°58'44" East 1,068.53 feet along the south line of the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 00°18'17" East 168.38 feet from the Southwest Corner of said Section 24, and thence North 31°44'29" West 233.24 to the north line of said Lot C-105 and a point on the arc of a 715.00 foot non-tangent curve to the left; thence along the boundary of said Lot C-105 the following five courses: 1) Northeasterly 169.08 feet along the arc of said curve through a central angle of 13°32'55" and a long chord of North 59°12'14" East 168.88 feet, 2) North 53°27'06" East 2.00 feet, 3) South 36°32'54" East 230.08 feet, 4) South 53°27'15" West 25.59 feet to a point of tangency of a 928.50 foot radius curve to the right and 5) Southwesterly 164.65 feet along the arc of said curve through a central angle of 10°09'36" and a long chord of South 58°32'03" West 164.43 feet to the POINT OF BEGINNING. Said parcel contains 41,894 square feet or 0.96 acres, more or less.

Date: September 29, 2017



Mark N Gregory
P.L.S. No. 334576

EXHIBIT B

Legal description of Shopping Center

(Landlord to insert legal description)

~~EXHIBIT "C"~~

**Trail Crossing
Developer Lots**

October 21, 2015

All of Lots C-103, C-104, C-105, C-106, C-107, C-108, and C-109 of Kennecott Day Break Village 7A Plat 1 Subdivision, Amending Lots B3 and WTC2 of Amended Lots B2, B3, OS2, T4 and WTC2 Kennecott Master Subdivision #1 lying within the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan City, Salt Lake County, Utah.

**Contains 505,425 sq. ft.
or 11.603 acres**

TAX ID No. 26-24-353-004
TAX ID No. 26-24-353-005
TAX ID No. 26-24-353-006
TAX ID No. 26-24-353-007
TAX ID No. 26-24-353-008
TAX ID No. 26-24-353-009
TAX ID No. 26-24-363-001

~~BK 10714 PG 4868~~