

HYRUM, UTAH
SEC Highway 165 & Highway 101
L/C: 043-0113
File: #12495

Prepared by Kenneth S. Shiner
After recording, return to:
Mary L. Simms
McDONALD'S CORPORATION
Development Team Legal Department
One McDonald's Plaza
Oak Brook, Illinois 60521

ENT 618526 Bk 648 Pg 557
DATE 14-APR-1995 9:46AM FEE 18.00
MICHAEL L GLEED, RECORDER - FILED BY JT
CACHE COUNTY, UTAH
FOR HICKMAN LAND TITLE COMPANY

COVENANT NOT TO COMPETE

Under Ground Lease dated March 15, 1995 (the "Lease"), Jane S. Johnson, as Trustee of the G.S.T. Non-Exempt QTIP Trust created under the will of Max L. Johnson, as to an undivided 1/2 interest and Janice J. Sackett, as to an undivided 1/2 interest) ("Landlord"), whose address is Jane Johnson, Trustee, P.O. Box 129, Providence, Utah 84322, and Janice J. Sackett, 250 East 800 North, Logan, Utah 84321, leased to McDonald's Corporation, a Delaware Corporation ("Tenant") whose address is One McDonald's Plaza, Oak Brook, Illinois 60521, 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.

THEREFORE, Landlord covenants and agrees:

1. That no portion of the property described in Exhibit B attached hereto (the "Restricted Property"), whether now or hereafter owned, leased or controlled, directly or indirectly, by Landlord or any partner, beneficiary, shareholder of a closely held corporation, or subsidiary of Landlord (whether or not such Restricted Property is subsequently voluntarily conveyed by Landlord shall, during the term of the Lease and any extension, be leased, used or occupied as a restaurant. The term "restaurant" as used herein 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 Restricted Property, and for the time period specified herein: 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 fast food company under a sublease, franchise or license agreement or other arrangement with the convenience store or the grocery store. This covenant not to compete shall be effective for a period of ten (10) years from the date Tenant opens for business to the public, but in the event the Demised Premises is not used by Tenant as a McDonald's restaurant for a consecutive period of one (1) year, by reason other than fire, casualty or force majeure, this provision shall be of no further force or effect.

2. If during the term of the Lease or any extensions, Landlord shall own or control any land other than the Demised Premises, which land is adjacent or contiguous to the Demised Premises, any building(s) or other improvement(s) constructed upon the portion of such other land shall be set back fifty (50) feet from the western boundary of the Demised Premises, said boundary being the boundary existing at the time the Lease was executed. (which is within 145 feet of the southern boundary of the Demised Premises)

mjs
4-12-95 *MS*
4-7-95 *MS*
3-7-95

Landlord agrees that the covenants set forth in (1) and (2) shall run with the land, and if Tenant purchases the Demised Premises pursuant to any right of first refusal to purchase in the Lease, such covenants shall remain in effect for the unexpired periods set forth herein from the date of closing under such right of first refusal, and shall inure to the benefit of the Tenant and shall be binding upon Landlord and Landlord's heirs, executors, successors and assigns.

Landlord has executed this Covenant on this 7th day of April, 1995.

LANDLORD: JANE S. JOHNSON, AS TRUSTEE OF THE G.S.T. NON-EXEMPT QTIP TRUST CREATED UNDER THE WILL OF MAX L. JOHNSON, AS TO AN UNDIVIDED 1/2 INTEREST AND JANICE J. SACKETT, AS TO AN UNDIVIDED 1/2 INTEREST

By: [Signature]
Jane S. Johnson, as Trustee

By: [Signature]
Janice J. Sackett

AFFIDAVIT OF OWNERSHIP BY LANDLORD

Jane Johnson / Janice J. Sackett 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 7 day of April, 1995.

AFFIANT(S)

By: [Signature]
Jane S. Johnson, as Trustee
[Signature]
Janice J. Sackett

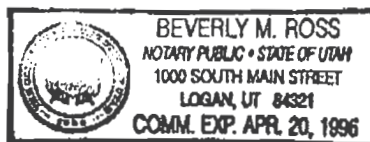
Subscribed and sworn to before me this 7 day of April, 1995.

[Signature]
Notary Public

My commission expires 4-20-96
ENT 618526 Bk 648 Pg 558

ACKNOWLEDGMENT, EXHIBIT A (LEGAL DESCRIPTION OF DEMISED PREMISES), AND EXHIBIT B (LEGAL DESCRIPTION OF LANDLORD'S OTHER PROPERTY) ARE ATTACHED.

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BEGINNING ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 165 (800 EAST STREET) AT A POINT THAT IS $S0^{\circ}06'38''W$ ALONG THE SECTION LINE (BASIS OF BEARING) 322.95 FEET AND $S89^{\circ}53'22''E$ 33.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (AS IDENTIFIED ON THE CACHE COUNTY SURVEYOR'S TIE SHEET FOR SAID CORNER), SAID POINT OF BEGINNING ALSO BEING $S0^{\circ}06'38''W$ ALONG THE MONUMENT LINE 50.00 FEET AND $S89^{\circ}53'22''E$ 33.00 FEET FROM THE FOUND CITY MONUMENT IN THE INTERSECTION OF MAIN STREET AND 800 EAST STREET (THE FOUND CITY MONUMENT IN THE INTERSECTION OF 300 SOUTH STREET AND 800 EAST STREET BEARS $S0^{\circ}06'38''W$ 2281.45 FEET); THENCE $S89^{\circ}53'22''E$ 264.00 FEET; THENCE $S0^{\circ}06'38''W$ 165.00 FEET; THENCE $N89^{\circ}53'22''W$ 264.00 FEET; THENCE $N0^{\circ}06'38''E$ 165.00 FEET TO THE POINT OF BEGINNING. CONTAINS 43,560 SQUARE FEET OR 1.00 ACRE.

EXHIBIT A

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 1 EAST, 40 ACRES. LESS BEGINNING AT INTERSECTION OF SOUTH RIGHT OF WAY OF HIGHWAY 242 AND EAST RIGHT OF WAY OF HIGHWAY 101 AND THENCE EAST 220 FEET ALONG RIGHT OF WAY; THENCE SOUTH 200 FEET; THENCE WEST 220 FEET TO EAST RIGHT OF WAY; THENCE NORTH ALONG RIGHT OF WAY 200 FEET TO BEGINNING, 1.01 ACRES. LESS BEGINNING NORTHEAST CORNER OF NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 3 TOWNSHIP 10 NORTH RANGE 1 EAST AT NORTHWEST CORNER BLACKSMITH ACRES AND THENCE SOUTH $0^{\circ}22'58''$ EAST 398.27 FEET (S BR) ALONG WEST LINE SD SUBD; THENCE SOUTH $89^{\circ}32'42''$ WEST 175 FEET (W BR); THENCE NORTH $0^{\circ}22'58''$ WEST 398.27 FEET (N BR) TO SOUTH LINE OF 5400 SOUTH STREET; THENCE NORTH $89^{\circ}32'42''$ EAST (E BR) 175 FEET TO BEGINNING 1.6 ACRE NET 37.39 ACRE MORE OR LESS.