

Salem, UT  
870 North SR-189  
L/C: 043-0333  
File # 46103

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 June 15, 2022 ("**Lease**"), **RKF SALEM MCD, LLC**, a Utah limited liability company ("**Landlord**") whose address is 1835 South Highway 89, Perry, Utah 84302, 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 the Leased Space or within two-mile of the perimeter of the Leased Space.

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 of Landlord), adjacent or contiguous to the Leased Space or within 2 miles of the perimeter of the Leased Space and described on Exhibit B attached (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. The foregoing restriction shall not be applicable to any walk-up/ eating/drinking facility (including without limitation a kiosk, stand, booth, or area located inside another business facility) that sells any amount of hamburgers and offers as the primary method of service for all meal times, food and drink orders taken and served by a waiter or waitress at a customer's table. Notwithstanding the foregoing, this Covenant Not to Compete shall not apply to restaurants that serve beef and/or chicken products in non-patty form, such as Zupas, Jimmy Johns, Subway, and Jersey Mikes.

2. 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.]*

**COURTESY RECORDING ONLY**  
Cottonwood Title disclaims any liability as to the condition of title and as to the content, validity, or effects of this document.

Landlord has executed this Covenant Not to Compete on this 6 day of April, 2023.

**LANDLORD:**

**RKF SALEM MCD, LLC,**  
a Utah limited liability company

By: [Signature]  
Name: Rufus W. Forsyth  
Its: Manager

**ATTEST:**

By: [Signature]  
Its: office administrator

**AFFIDAVIT OF OWNERSHIP BY LANDLORD**

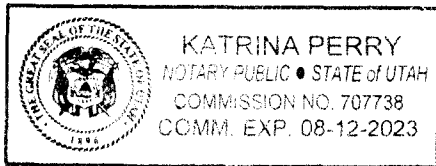
Ryan Forsyth being first duly sworn on oath deposes and states that he/she/they is/are the Landlord or Landlord's duly authorized officers and that the Landlord has title to all of the property described on Exhibit B attached and that the Landlord owns no other property adjacent or contiguous to or within 2 miles of the property described on Exhibit A attached.

IN WITNESS WHEREOF, the Affiant has set his/her/their hand(s) this 6 day of April, 2023.

**AFFIANT**

[Signature]

Subscribed and sworn to before me this 6<sup>th</sup> day of April, 2023.



[Signature]  
Notary Public

My commission expires 8-12-23

ACKNOWLEDGMENT – CORPORATE

STATE OF Utah )  
 ) SS:  
COUNTY OF Box Elder )

I, Katrina Perry, a Notary Public in and for the county and state set forth above, CERTIFY that Ryan Forsyth, as Manager of RKF SALEM MCD, LLC, a Utah limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 10 day of April, 2023.

Katrina Perry  
Notary Public

My commission expires 8-12-23.



## EXHIBIT A

## LEGAL DESCRIPTION OF LEASED SPACE

All of Lot 61, NORTHFIELD CROSSING PLAT C, according to the official plat thereof, recorded March 17, 2023 as Entry No. 16665:2023, Map Filing No. 18684, in the Office of the Utah County Recorder, located in the Northwest Quarter of Section 1, Township 9 South, Range 2 East, Salt Lake Base & Meridian, Salem City, Utah County, Utah, more particularly described as follows:

BEGINNING at the southwesterly corner of said Lot 61, NORTHFIELD CROSSING PLAT C, said point located 2041.86 feet North 89°06'50" East along the Section line and 1226.34 feet South 00°53'10" East from the Northwest Corner of Section 1, Township 9 South, Range 2 East, Salt Lake Base & Meridian, and running thence along said Lot 61 the following eight (8) courses: 1) northerly along the arc of a 55.00 foot radius curve to the left 33.78 feet through a central angle of 35°11'18" (chord bears North 17°47'45" East 33.25 feet); thence 2) North 00°12'00" East 111.23 feet to a point of curvature with a 12.00 foot radius curve to the right; thence 3) northeasterly 18.85 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 45°12'00" East 16.97 feet); thence 4) South 89°48'00" East 76.83 feet to a point of curvature with a 250.00 foot radius curve to the right; thence 5) easterly 103.28 feet along the arc of said curve through a central angle of 23°40'13" (chord bears South 77°57'54" East 102.55 feet); thence 6) South 66°07'47" East 65.98 feet; thence 7) South 21°07'47" East 16.97 feet; thence 8) South 23°52'13" West 191.72 feet; thence North 89°39'49" West 60.75 feet; thence North 57°28'34" West 79.17 feet; thence North 00°07'40" East 27.12 feet; thence South 89°48'00" West 40.38 feet; thence North 54°36'21" West 25.47 feet to the POINT OF BEGINNING.

Contains 46,336 square feet or 1.064 acres, more or less.

Parcel No. 47-421-0061

EXHIBIT B

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY LOCATED  
ADJACENT OR CONTIGUOUS TO THE LEASED SPACE  
OR WITHIN A 2 MILE RADIUS OF THE LEASED SPACE

LOT 62, PLAT C, NORTHFIELD CROSSING SUB AREA 0.620 AC

*FOR REFERENCE PURPOSES ONLY:  
TAX PARCEL No. 47-421-0062*