

Ent 1125996 Bk 1850 Pg 0592
Date ~~28-May-2015~~ 11:43AM Fee \$41.00
Michael Gleed, Rec. - Filed By JA
Cache County, UT
For FOUNDERS TITLE COMPANY
Electronically Submitted by Simplifile

Hyrum, UT
25 S. 800 East
L/C: 043-0113
File #12495
F.85042CA

Prepared by: Wendy Newkirk
After recording, return to: Bruce Aguirre
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

AMENDMENT TO MEMORANDUM OF LEASE AND GRANTS OF PERMANENT EASEMENTS

This Amendment to Memorandum of Lease and Grants of Permanent Easements (this "Amendment to MOL") is dated May 27, 2015 between JANE S. JOHNSON, 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, individually, as to an undivided 1/2 interest (collectively, "Landlord") whose addresses are Jane Johnson, Trustee, P.O. Box 129, Providence, Utah 84332 and Janice J. Sackett, 250 East 800 North, Logan, Utah 84321, and McDONALD'S CORPORATION, a Delaware corporation ("Tenant") whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord and Tenant have entered into that certain Ground Lease dated March, 15, 1995 (the "Ground Lease"), as amended by First Amendment to Ground Lease dated November 22, 2013, and from time to time, and which is evidenced by that certain Memorandum of Lease recorded on April 15, 1995 as Entry 618525 in Book 648 at Page 545, in the Cache County Records in the State of Utah (the "Memorandum of Lease", the Ground Lease and the Memorandum of Lease, collectively referred to herein as, the "Lease"). Pursuant to the Lease, Landlord leases to Tenant the Premises, in the City of Hyrum, County of Cache, State of Utah described on Exhibit A attached. Any defined terms (denoted by their initial capitalization) used in this Amendment to MOL will have the same meaning and definition as set forth in the Lease.

1. **TERM:** Landlord and Tenant have agreed to extend the term of the Lease for a period of 20 years upon the same terms and conditions as contained in the Lease, such that the term of the Lease will expire on July 31, 2035.
2. **OPTION TO EXTEND:** Landlord grants Tenant an additional option to extend the term of the lease at the expiration of the term for 4 successive periods of 5 years each aggregating 20 years.
3. **FIRST REFUSAL:** Landlord grants to Tenant the right of first refusal to purchase the Premises.
4. **OPTION TO OBTAIN ADDITIONAL LAND:** Landlord hereby grants and conveys to Tenant, a non-exclusive easement, extending directly north from the easternmost portion of the Demised Premises to Highway 101, as more particularly described on Exhibit B attached, for vehicular and pedestrian ingress and egress to and from the Demised Premises and to and from Highway 101, appurtenant to the Demised Premises, for the term of this Lease and all extensions thereof. Tenant will maintain such easement at Tenant's expense.

5. EASEMENTS:

A. Drainage Easement and Slope Easement: Landlord hereby grants to Tenant a non-exclusive easement appurtenant to the Demised Premises commencing upon execution of the Lease and expiring upon the exercise of Tenant's option to lease the Additional Demised Premises pursuant to Section 3 hereof, if any (otherwise for the term of the Lease and for any extensions or renewals thereof), to surface drain its surface water via the public right-of-way on the east side of Highway 165 onto Landlord's adjacent property to the north of the Demised Premises described on Exhibit C. Any drainage from the Demised Premises shall be directed out through Tenant's driveway approaches and onto the public right of way. The projected flow of said water is to the north along the right of way to a low spot on Landlord's property to the north of the Demised Premises. Tenant shall accept all responsibility for any nuisance, loss or violation of laws or ordinances resulting from such drainage. Tenant shall, at Tenants sole cost and expense, pay for the installation of any collection, drainage, and/or retention systems or improvements required by law, ordinance, order of any governmental authority, or otherwise, as is reasonably necessary to protect persons or property; provided, however, that Tenant shall not be responsible for nuisance, loss or protection of persons to whom Landlord has or will grant possessory or use rights with regard to such easement area described in Exhibit C. Landlord hereby grants to Tenant a non-exclusive easement appurtenant to the Demised Premises throughout the term of any extension of the Lease to cut and/or fill slopes over, upon and across the adjacent property of Landlord as described on Exhibit D for a length and at a horizontal to vertical ratio acceptable to Tenant, to provide lateral support for the Demised Premises and the improvements which may from time to time be constructed thereon. Tenant agrees to release this easement when the adjoining property of Landlord has been developed and improved to approximately the grade elevation of the Demised Premises and when the need for such slope easement becomes unnecessary.

B. Ingress and Egress Easement: In the event Landlord or Landlord's successors in interest to Landlord's adjacent property within the area depicted and legally described on Exhibit D (hereinafter the "Adjacent Property") construct a shopping center on the Adjacent Property at any time during the term of the Lease or during any extensions or renewals thereof, Landlord or Landlord's successors in interest to the Adjacent Property shall configure the shopping center and shall record a document in form and content reasonably acceptable to Landlord and Tenant in a manner which will grant Tenant a non-exclusive easement for purposes of ingress and egress over the common areas of such shopping center designated at parking areas and driveways, as may be configured or reconfigured from time to time, for the benefit of Tenant, its invitees, licensees, assigns, subtenants, and patrons, in common with all other persons having rights to use or occupy the common areas of the shopping center.

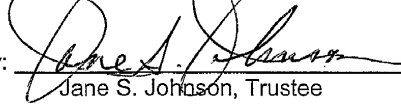
6. **PERMANENT EASEMENT:** If Tenant acquires fee title to the demised premises under the terms of the Lease, the easements conveyed above shall be perpetual.

7. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease. This instrument is merely an amendment of the Memorandum of Lease and is subject to all the terms, conditions and provisions of the Lease; provided, however, if Tenant or any successors or assigns acquires fee title to the Leased Space, all the obligations and rights of Landlord and Tenant will be as specifically set forth in this Amendment to MOL. In the event of any inconsistency between the terms of the Lease and this document, the terms of the Lease will prevail (except if Tenant or any successors or assigns acquires fee title to the Leased Space, then the terms of this Amendment to MOL will prevail). This Amendment to MOL is binding upon and will inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.


*[Remainder of page intentionally left blank;
signature pages follow.]*

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

G.S.T. non-exempt QTIP TRUST

By: 
Jane S. Johnson, Trustee

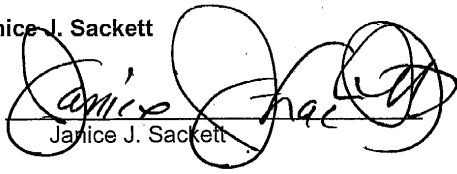
McDONALD'S CORPORATION,
a Delaware corporation

By: 
Its: Sean O'Connell

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Janice J. Sackett

By:


Janice J. Sackett

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Richard Sackett, the husband of Janice J. Sackett, joins in the execution of this Memorandum of Lease solely to allow the conveyance of leasehold title to Tenant and to subordinate any right of dower, curtesy, homestead interest or interest by virtue of a nuptial agreement that he may have in the demised premises to the interest of Tenant under this Lease and any amendments thereto existing from time to time.


Richard Sackett

ACKNOWLEDGMENT - G.S.T. NON EXEMPT QTIP TRUST

STATE OF Colorado
COUNTY OF Douglas } SS

I, Connie Keiderling, a Notary Public in and for the county and state aforesaid, CERTIFY that Jane S. Johnson, as Trustee of the G.S.T. non exempt QTIP Trust is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered this instrument as her free and voluntary act of the G.S.T. non exempt QTIP Trust for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of May, 2015.

Connie Diane Keiderling
Notary Public Connie Diane Keiderling My commission expires 2/22/17.



ACKNOWLEDGMENT - JANICE J. SACKETT

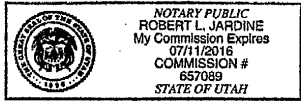
STATE OF Utah)
) SS
COUNTY OF Cache)

I, Robert Jardine, a Notary Public in and for the county and state aforesaid, CERTIFY that Janice J. Sackett who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered this instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20 day of April, 2015.

Robert Jardine
Notary Public

My commission expires 7/11/2016.



ACKNOWLEDGMENT - RICHARD SACKETT

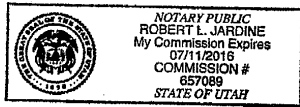
STATE OF Utah)
) SS
COUNTY OF Cache)

I, Robert Jardine, a Notary Public in and for the county and state aforesaid, CERTIFY that Richard Sackett who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20 day of April, 2015.

Robert Jardine
Notary Public

My commission expires 7/11/16.



ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Linda L. Hills, a Notary Public in and for the county and state aforesaid, CERTIFY that Wendy T. Newlark, as Senior Counsel of **McDONALD'S CORPORATION**, a Delaware corporation, who are personally known to me to be the same persons whose names are 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 corporation/ company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of May, 2015

Linda L. Hills
Notary Public

My commission expires 09-08-2017



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Lot 1-R, ROYAL SEAL SUBDIVISION, according to the official plat thereof, recorded February 5, 2004 as Entry No. 853909 in Book 2004P at Page 1768 in the Office of the Recorder of Cache County, Utah.

Less and Except:

A parcel of land located in the Southwest Quarter of Section 3, Township 10 North, Range 1 East, Salt Lake Base and Meridian, Cache County, Utah, described as follows: BEGINNING at a point on the southerly line of Main Street, said point being South 00°06'38" West 323.09 feet along the west line of Section 3, Township 10 North, Range 1 East, Salt Lake Base and Meridian and South 89°53'22" East 74.14 feet from the West Quarter Corner of said Section 3, and thence along said line the following two courses: 1) North 61°40'26" East 6.82 feet to a point on the arc of a 1,136.35 foot radius non-tangent curve to the left, the center of which bears North 00°01'38" West and 2) Easterly 218.00 feet along said curve through a central angle of 10°59'31" and a long chord of North 84°28'37" East 217.67 feet to the east line of Lot 1-R, Royal Seal Subdivision; thence along said line South 00°06'38" West 24.61 feet; thence North 89°53'22" West 222.61 feet to the POINT OF BEGINNING. Said parcel contains 2,269 square feet or 0.05 acres, more or less.

PART OF TAX ID No. 01-003-0072

Ent 1125996 Bk 1850 Pg 0603

EXHIBIT B

ADDITIONAL PROPERTY EASEMENT

A parcel of land located in the Southwest Quarter of Section 3, Township 10 North, Range 1 East, Salt Lake Base and Meridian, Cache County, Utah, described as follows: BEGINNING at a point on the southerly line of Main Street, said point being South 00°06'38" West 323.09 feet along the west line of Section 3, Township 10 North, Range 1 East, Salt Lake Base and Meridian and South 89°53'22" East 74.14 feet from the West Quarter Corner of said Section 3, and thence along said line the following two courses: 1) North 61°40'26" East 6.82 feet to a point on the arc of a 1,136.35 foot radius non-tangent curve to the left, the center of which bears North 00°01'38" West and 2) Easterly 218.00 feet along said curve through a central angle of 10°59'31" and a long chord of North 84°28'37" East 217.67 feet to the east line of Lot 1-R, Royal Seal Subdivision; thence along said line South 00°06'38" West 24.61 feet; thence North 89°53'22" West 222.61 feet to the POINT OF BEGINNING. Said parcel contains 2,269 square feet or 0.05 acres, more or less.

PART OF TAX ID No. 01-003-0072

Ent 1125996 Bk 1850 Pg 0604

EXHIBIT C
DRAINAGE EASEMENT

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 $N0^{\circ}06'38''E$ 50.00 FEET; THENCE $S89^{\circ}53'22''E$ 30.00 FEET; THENCE $S0^{\circ}06'38''W$ 50.00 FEET; THENCE $N89^{\circ}53'22''W$ 30.00 FEET TO THE POINT OF BEGINNING.

PART OF
TAX ID No. 01-003-0062

Ent 1125996 Bk 1850 Pg 0605

EXHIBIT C

EASEMENT FOR CUT AND/OR FILL SLOPES

BEGINNING ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 165 (800 EAST STREET) AT A POINT THAT IS S 00°06'38"W ALONG THE SECTION LINE (BASIS OF BEARING) 322.95 FEET AND S 89°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 S 0°06'38"W ALONG THE MONUMENT LINE 50.00 FEET AND S 89°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 S 0°06'38"W 2281.45 FEET); THENCE S 89°53'22"E 264.00 FEET; THENCE S 0°06'38"W 165.00 FEET; THENCE N 89°53'22"W 264.00 FEET; THENCE S 0°06'38"W 5.00 FEET; THENCE S 89°53'22"E 269.00 FEET; THENCE N 0°06'38"E 175.00 FEET; THENCE N 89°53'22"W 269.00 FEET; THENCE S 0°06'38"W 5.00 FEET TO THE POINT OF BEGINNING.

Excepting therefrom that portion of said land described in the Order of Immediate Occupancy In Favor of the Utah Department of Transportation recorded June 19, 1997 as Entry No. 226494 in Book 754 at page 344, Official Records.

PART OF
TAX ID No. 01-003-0016, 0070, 0072

Ent 1125996 Bk 1850 Pg 0606

EXHIBIT D

EASEMENT FOR INGRESS AND EGRESS

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 and $S0^{\circ}06'38''W$ 165.00 feet from the West Quarter Corner of Section 3, Township 10 North, Range 1 East, Salt Lake Base and Meridian, and running thence $S0^{\circ}06'38''W$ along said East right of way line 839 feet, more or less, to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 3; thence Easterly along said South line 464 feet, more or less; thence $N0^{\circ}06'38''E$ 1094 feet, more or less; thence Westerly 200.00 feet, more or less; thence $S0^{\circ}06'38''W$ 255 feet, more or less; thence $N89^{\circ}53'22''W$ 264.00 feet to the point of beginning.

Excepting therefrom that portion of said land described in the Order of Immediate Occupancy In Favor of the Utah Department of Transportation recorded June 19, 1997 as Entry No. 226494 in Book 754 at page 344, Official Records.

TAX ID No. 01-003-0016, 0070, 0071