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 9/15/2008 12:06:00 PM \$24.00
 Book - 9642 Pg - 5774-5781
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FOUNDERS TITLE
 BY: eCASH, DEPUTY - EF 8 P.

SOUTH JORDAN, UTAH
 114th South Street & Bangerter Highway
 L/C: 043-0265
 File #44120

Prepared by: Shelly Z. Hurta
 After recording, return to: Luann Reda
 McDONALD'S CORPORATION
 One McDonald's Plaza
 Oak Brook, Illinois 60523

COVENANT NOT TO COMPETE

Under Ground Lease dated June 27, 2008 ("Lease"), **THE DISTRICT-NORTH, L.C., a Utah limited liability company** ("Landlord") whose address is c/o The Boyer Company, 90 South 400 West, Suite #200, Salt Lake City, Utah 84101 leased to **McDONALD'S USA, LLC, a Delaware limited liability company** ("Tenant") whose address is One McDonald's Plaza, Oak Brook, Illinois 60523, 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 described on Exhibit B (the "Restricted Property").

THEREFORE, Landlord covenants and agrees:

1. That the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the Restricted Property (whether or not such other property is subsequently voluntarily conveyed by Landlord) during the term of this Lease and any extensions:

Apollo Burgers	Arby's	Astro Burgers
Atlanta Burgers	A & W	Backyard Burgers
Arctic 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	Hire's Big H	Roy Rogers
In and Out Burgers	Hardee's	Steak 'N' Shake
Rax	Jack-in-the-Box	Wendy's
Sonic	Johnny Rockets	White Castle
Tim Horton's	5-N-Diner	Whataburger

2. 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 Sixty-Five (365) consecutive days (excluding temporary closures during any periods when the Leased Space are not operated due to strike, lockout, riot, insurrection, fire or other casualty, condemnation, acts of God, alterations, repairs, remodeling, (provided any closure for repairs or remodeling does not exceed 180 days from the receipt of any applicable permits or approvals) 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 thirty (30) days after Tenant's receipt of Landlord's written notice of same, provided that Tenant has not reopened in the Leased Space as a restaurant use prior to the end of the thirty (30) day period.

Landlord agrees that the covenants set forth in (1) and (2) shall run with the land and shall inure to the benefit of the Tenant and shall be binding upon the Landlord and the Landlord's heirs, executors, successors and assigns. In the event Tenant purchases the Leased Space in its own name or the name of a nominee, such covenants shall remain in effect for a period of 20 years from the date of closing.

Landlord has executed this Covenant on this 27 day of August, 2008.

LANDLORD:
THE DISTRICT-NORTH, L.C.
a Utah limited liability company

WITNESS

By [Signature]
Its Mary

ATTEST:

By Misty Landward
Its Misty

AFFIDAVIT OF OWNERSHIP BY LANDLORD

Devon M Glenn being first duly sworn on oath deposes and states that he/she/they/it 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 27 day of August, 2008.

AFFIANT(S)

[Signature]

Subscribed and sworn to before me this 27 day of August, 2008.



Misty Landward
Notary Public

My commission expires May 12, 2010

PLEASE ATTACH PROPER ACKNOWLEDGMENT FOR STATE WHERE DOCUMENT IS TO BE RECORDED AND EXHIBIT A (LEGAL DESCRIPTION OF LEASED SPACE) AND EXHIBIT B (LEGAL DESCRIPTION OF LANDLORD'S OTHER PROPERTY)

ACKNOWLEDGEMENT - CORPORATE

(Attestation required)

STATE OF)
)
COUNTY OF) SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as _____ and _____ as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 200_____.

Notary Public My commission expires: _____

CITY/STATE: South Jordan, Utah
L/C: 043-0265
Exhibit A

Legal description of LEASED SPACE

LEGAL DESCRIPTION

The North District

All of a future lot of a forthcoming subdivision within existing Lot 1 of The North District, a multiple use subdivision, and being temporarily described metes and bounds as follows:

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in South Jordan City, Salt Lake County, Utah:

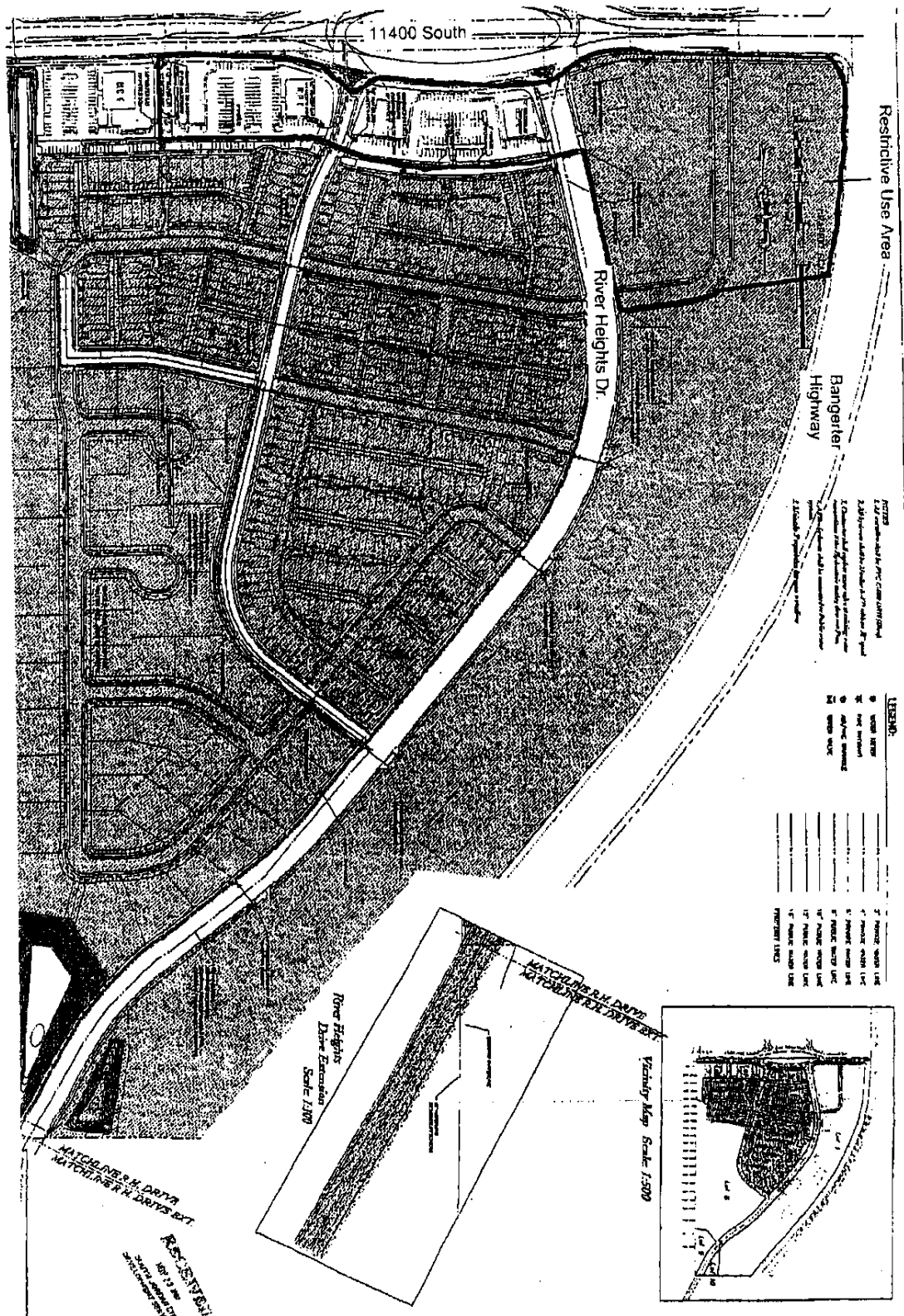
Beginning at a point on the North Line of 11400 South Street as widened to 69.00 foot half-width located 1690.92 feet North 89°47'29" West along the Quarter Section Line; and 69.00 feet North 0°12'31" East from the Center of said Section 20; and running thence North 0°12'24" East 189.34 feet; thence South 89°47'29" East 285.36 feet; thence North 78°39'38" East 39.89 feet to the Westerly Line of River Heights Drive as it exists at 42.50 foot half-width; thence South 11°20'22" East 123.43 feet along said Westerly Line to a point of curvature; thence Southerly and Southwesterly along the arc of a 54.00 foot radius curve to the right a distance of 78.76 feet (Central Angle equals 83°33'44" and Long Chord bears South 30°26'30" West 71.96 feet) to a point of compound curvature; thence Southwesterly along the arc of a 380.50 foot radius curve to the right a distance of 65.14 feet (Central Angle equals 9°48'31" and Long Chord bears South 77°07'38" West 65.06 feet) to a point of tangency on the North Line of 11400 South Street as widened; thence along said North Line the following three courses: North 89°47'29" West 84.68 feet; North 0°12'31" East 0.50 feet; and North 89°47'29" West 164.86 feet to the point of beginning.

**Contains 63,672 sq. ft.
or 1.462 acres**

EXHIBIT A

CITY/STATE: South Jordan, Utah
L/C: 043-0265
Exhibit B

Legal description of Landlord's property to be restricted
(Landlord to insert legal description)

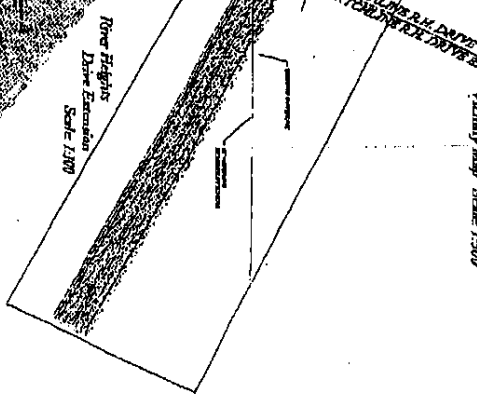
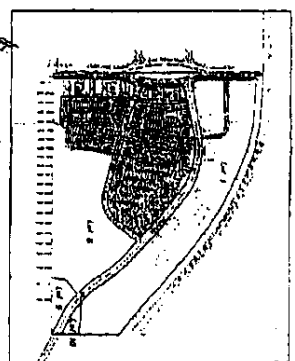


Restrictive Use Area

- NOTES**
1. All construction shall be in accordance with the approved plans.
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 17. All construction shall be in accordance with the approved plans.
 18. All construction shall be in accordance with the approved plans.
 19. All construction shall be in accordance with the approved plans.
 20. All construction shall be in accordance with the approved plans.

LEGEND

1	Proposed Water Line
2	Proposed Sewer Line
3	Proposed Storm Line
4	Proposed Gas Line
5	Proposed Electric Line
6	Proposed Telephone Line
7	Proposed Cable Line
8	Proposed Fiber Optic Line
9	Proposed Fire Alarm Line
10	Proposed Security Line
11	Proposed Data Line
12	Proposed Other Line
13	Proposed Other Line
14	Proposed Other Line
15	Proposed Other Line
16	Proposed Other Line
17	Proposed Other Line
18	Proposed Other Line
19	Proposed Other Line
20	Proposed Other Line



MATCH LINE TO DATA
MATCH LINE TO DATA

RESTRICTIVE USE AREA
AS SHOWN ON THE APPROVED PLANS

<p>20 April 2021 1:00 PM</p>	<p>TWIN PEAKS Engineering & Land Surveys 1480 NORTH AND EAST LANE, UTAH 84043 (801) 438-3311 (801) 438-0700 FAX</p>	<p>The North District Masterplan-Water South Jordan, Salt Lake County, Utah</p>	
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